NOTICE OF PUBLICATION BAN

In the College of Physicians and Surgeons of Ontario and Dr. Jasjot Kaur Chadda, this is notice that the Discipline Committee ordered that there shall be a ban on publication of the names of patients and any information that could disclose the identity of patients referred to orally or in the exhibits filed at the hearing under subsection 45(3) of the Health Professions Procedural Code (the "Code"), which is Schedule 2 to the *Regulated Health Professions Act, 1991*, S.O. 1991, c. 18, as amended.

Subsection 93(1) of the Code, which is concerned with failure to comply with these orders, reads:

> Every person who contravenes an order made under … section 45… is guilty of an offence and on conviction is liable,
>
> > (a) in the case of an individual to a fine of not more than $25,000 for a first offence and not more than $50,000 for a second or subsequent offence; or
> >
> > (b) in the case of a corporation to a fine of not more than $50,000 for a first offence and not more than $200,000 for a second or subsequent offence.

Indexed as: Ontario (College of Physicians and Surgeons of Ontario) v. Chadda, 2019 ONCPSD 29

THE DISCIPLINE COMMITTEE OF THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

IN THE MATTER OF a Hearing directed by
the Inquiries, Complaints and Reports Committee of the College of Physicians and Surgeons of Ontario
pursuant to Section 26(1) of the **Health Professions Procedural Code**
being Schedule 2 of the ***Regulated Health Professions Act***, ***1991***,
S.O. 1991, c. 18, as amended.

B E T W E E N:

THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO

- and -

DR. JASJOT KAUR CHADDA

PANEL MEMBERS: **MR. PIERRE GIROUX**
DR. CAROLE CLAPPERTON
DR. DEBORAH HELLYER
MR. MEHDI KANJI
DR. MELINDA DAVIE

COUNSEL FOR THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO:

MS. CAROLYN SILVER

COUNSEL FOR DR. CHADDA:

MR. COLIN JOHNSTON
MS. A. POSNO

INDEPENDENT COUNSEL FOR THE DISCIPLINE COMMITTEE:

MR. GIDEON FORREST

PUBLICATION BAN

Hearing Date: **May 24, 2019**
Decision Date: **May 24, 2019**
Written Decision Date: **July 16, 2019**

DECISION AND REASONS FOR DECISION

The Discipline Committee (the "Committee") of the College of Physicians and Surgeons of Ontario heard this matter at Toronto on May 24, 2019**.** At the conclusion of the hearing, the Committee released a written order (the "Order") stating its finding that Dr. Jasjot Kaur Chadda committed an act of professional misconduct. In the Order, the Committee set out its penalty and costs order with written reasons to follow.

THE ALLEGATIONS

The Notice of Hearing alleged that Dr. Chadda committed an act of professional misconduct:

1. under paragraph 1(1)33 of Ontario Regulation 856/93 made under the *Medicine Act, 1991*("O. Reg. 856/93"), in that she has engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional; and

2. under paragraph 1(1)2 of O. Reg. 856/93, in that she has failed to maintain the standard of practice of the profession.

The Notice of Hearing also alleged that Dr. Chadda is incompetent as defined by subsection 52(1) of the Health Professions Procedural Code which is schedule 2 to the Regulated Health Professions Act, 1991, S.O. 1991, c.18 (the "Code").

RESPONSE TO THE ALLEGATIONS

Dr. Chadda admitted the first allegation in the Notice of Hearing, that she has engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional. Counsel for

the College withdrew the second allegation and the allegation of incompetence in the Notice of Hearing.

THE FACTS

The following facts were set out in an Agreed Statement of Facts, which was filed as an exhibit and presented to the Committee.

BACKGROUND

1. Dr. Jasjot Kaur Chadda ("Dr. Chadda") received her certificate of registration authorising independent practice from the College of Physicians and Surgeons of Ontario ("the College) on July 5, 1991 and began practising as a family physician. In 1997, she completed training in psychiatry and commenced practising as a psychiatrist. Dr. Chadda practises psychiatry as a sole practitioner in Toronto.

FACTS

Patient A

2. Patient A was a patient of Dr. Chadda's from August 2013 until the end of 2014. She sought treatment for her depression from Dr. Chadda. Dr. Chadda provided psychotherapy to her. OHIP records for Patient A were attached at Tab 1 to the Agreed Statement of Facts.

3. During the course of her treatment of Patient A, Dr. Chadda suggested that she join what Dr. Chadda described as a "meditation retreat" that she was organizing in Italy in July 2014 (the "Italy Retreat"). Patient A agreed to attend the Italy Retreat.

4. Dr. Chadda charged Patient A $5295 plus HST for the retreat, exclusive of airfare and other expenses, which Patient A was required to pay in addition to the fee charged by Dr. Chadda. Information about the costs of the retreat is attached at Tab 2 to the Agreed Statement of Facts.

5. Following the Italy Retreat, during one of her sessions with Patient A, Dr. Chadda requested that Patient A do a video testimonial for Dr. Chadda's website to promote the Italy Retreat. Dr. Chadda told Patient A that she would have her hair and makeup done at Dr. Chadda's house. Patient A told Dr. Chadda she needed to think about it, but ultimately declined. Despite Patient A's refusal, Dr. Chadda brought it up again during therapy sessions, until Patient A asked that Dr. Chadda not raise it again. Dr. Chadda's requests for a testimonial made Patient A uncomfortable.

6. In October 2015, Patient A complained to the College about various concerns she had about Dr. Chadda's "care and conduct," including the following:

i. Patient A stated that she felt Dr. Chadda "blurred boundaries" with her and that she was often confused during her relationship with Dr. Chadda as to whether they were friends or whether Dr. Chadda was just her doctor;

ii. Patient A also complained that Dr. Chadda charged her a fee per session in addition to billing OHIP;

iii. Dr. Chadda failed to transfer her records, despite repeated requests from her and from Patient A's subsequent care provider.

7. The College retained the services of a psychiatrist, Dr. Greg Chandler, to review Dr. Chadda's care of Patient A and provide an independent expert opinion. Dr. Chandler opined as follows:

> ***Patient A participated in a meditation retreat organized by Dr. Chadda***
>
> *During our training as physicians, we are taught about maintaining proper boundaries between ourselves and our patients. The principle is that by altering the relationship from a purely physician-patient one, we could adversely affect the care provided. In some circumstances, due to the limited scope of certain clinical encounters or with the passage of time after treatment has ended, some nonclinical relationships have been considered acceptable between physicians and patients. However, in our training as psychiatrists, we are taught that significant non-clinical relationships, including but not limited to romantic ones, would never be acceptable if a psychiatrist-patient relationship has ever existed; this includes when there has been only one meeting or after the clinical relationship has terminated. The rationale is that as part of the clinical*

encounters themselves, psychiatrists will make specific efforts to understand our patients' ways of thinking, anxieties, motivations and vulnerabilities. This makes psychiatrists more able to affect our patients' thinking and behaviour; in fact, this is generally the goal of psychotherapy and the mechanism of it working. This context also makes psychiatrists more at risk for taking advantage of our patients' vulnerabilities, even if done unintentionally. Furthermore, patients will usually be seeing psychiatrists because they feel psychologically vulnerable. When this is the case, it can feel especially important for patients to ensure good relationships with their psychiatrists. As such, when a psychiatrist asks something of a patient, the patient may comply because they do not want to risk the psychiatrist's disapproval, with the ultimate feared risk being the termination of the therapy. This could lead patients to compromise their own best interests in an attempt to please their psychiatrists.

The CPSO's policy Physician Behaviour in the Professional Environment states, "The physician's primary responsibility is to act in the best interests of the individual patient." As per the CPSO's policy statement Maintaining Appropriate Boundaries and Preventing Sexual Abuse, "Physicians must establish and maintain appropriate professional boundaries with patients." As the dominant individual in the relationship, the CPSO advises that it is the physician's responsibility to maintain boundaries. As mentioned, while maintaining clear boundaries is crucial in any physician-patient relationship, it is thought to be even more important in a psychotherapy relationship.

When a physician makes an offer that involves finances, it introduces the possibility that a physician could be in conflict of interest between their role as a business person and their role as a physician. This would include selling a patient a product or service unrelated to their medical care. In this particular case, there is a foreseeable risk that Patient A could feel pressure to purchase Dr. Chadda's product (the meditation retreat), with the worry that not doing so could lead to a change in the relationship, or even the termination of therapy. This would mean that even if the psychiatrist did not realize this service could be undesired by the patient, the patient may feel hesitant to raise this and/or refuse the offer. Furthermore, even if the patient wanted the product, coming from a trusted psychiatrist, the patient would be unlikely to conduct themselves in the same way they would in other business decisions, possibly compromising their needs. Dr. Chadda stated that she did not "persuade" Patient A to join the retreat, however it does not reasonably exclude the possibility of a perceived pressure. Even if Patient A had raised the possibility of joining the retreat, Dr. Chadda should have declined. After paying over $5000 to participate, Patient A was dissatisfied with the quality of the meditation retreat; Patient A's complaint to the College seems to be motivated in part by this. Whether others would agree with Patient A's assessment that the retreat did not deliver what was advertised is not relevant. Rather, the possibility that this sort of tension could foreseeably occur illustrates why the relationship should not be entered into in the first place.

As such, in selling a product to a patient she had worked with extensively,…. [in] not considering the aforementioned ways this could affect the psychotherapeutic relationship, it also demonstrated a lack of skill and judgment as a psychiatrist. The risks of entering into a significant financial relationship should have been foreseeable to Dr. Chadda. In this case, it caused harm to the patient in that it contributed to the termination of a therapeutic relationship. The degree to which the loss of this or a future therapeutic relationship is harmful would depend on the nature of the relationship and severity of patient illness.

Dr. Chadda asked Patient A to provide a video testimonial for her business

For similar rationale to 1, psychiatrists should not ask patients to perform tasks that are meant to serve the physician's benefit, rather than the patient's. In Dr. Chadda asking Patient A to provide a testimonial for her meditation retreat to post on her website, she is hoping that Patient A will increase the appeal of her retreat. As Dr. Chadda states, "the website is not related to my medical practice" (page 141). Dr. Chadda is thus asking her patient to help generate revenue for her. There is always some pressure on a patient to appease a doctor with whom they want to maintain a relationship. Whether the patient ultimately accepts or not, the request has the potential to introduce tension into the relationship.

As such, in making this request of a patient she had worked with extensively, ,,,[i]n not considering the ways this could affect the therapeutic relationship, it also demonstrated a lack of skill and judgment as a psychiatrist. While this issue did not seem to cause significant distress in this particular case - Dr. Chadda's easy acceptance of the refusal likely helped mitigate this - the risk of disruption was certainly present. As in 1, the degree to which the loss of a therapeutic relationship is harmful would depend on the nature of the relationship and severity of patient illness.

Billing, including charges for missed sessions

The CPSO Policy Statement "Block Fees and Uninsured Services"… states "Physicians are entitled to charge patients for uninsured services, which take physician time and resources". As per this policy, physicians are permitted to charge patients for uninsured services in recognition of non-insured activities that take their time. This policy states "Physicians offering a block fee must ensure the fee covers a period of not less than three months and not more than 12". While there was no agreement about block fees in the patient's chart. Given that upon request for additional documentation, Dr. Chadda later provided it and it bears her name and address, I will assume that the "Block fees for services not provide by OHIP" form is also used by her. On this form, it appropriately lays out what services are covered by the fees. However, this form indicates that the fees are charged per session, as opposed to the policy's 3-12 month period. As such, these fees are essentially a supplemental charge. The OHIP rate for 1 hour (or 2 units) of psychiatric care (billing code K198) is

$160. Dr. Chadda's additional fee of $65 per session amounts to an extra 40% per session charge. The OHIP rate for a half session of 30 minutes (or 1 unit) of psychiatric care is $80; Dr. Chadda's additional fee of $45 per session amounts to a 55% extra charge. Given that Dr. Chadda runs a psychotherapy practice, she would often be seeing her patients several times per month. It is difficult to imagine what services could be provided to make these fair and reasonable amounts. Per the OHIP billing, Dr. Chadda and Patient A met an average of twice per month. This would mean a supplemental charge of over $1500 annually if most hourly sessions were held.

These charges would not seem to meet the policy criteria of ensuring the amounts charged are "reasonable in relation to the services provided". They would furthermore "pose a barrier to accessing health care services" for those who could not afford such a large amount, in contradiction with this policy and as such cause harm to potential patients by making care inaccessible. The amount of supplemental billing…demonstrates a lack of professionalism by Dr. Chadda.

Continuity of Care

Not providing a patient's medical records to their current treatment provider on a timely basis demonstrates poor judgment and/or unprofessionalism, depending on Dr. Chadda's degree of intentionality.

Not providing the information on a timely basis (at least 7 weeks) would demonstrate poor judgment on Dr. Chadda's part. By not providing Patient A's clinical information to her GP, it exposed Patient A to substandard medical care. In this case, it seems that Dr. King was aware of Patient A's antidepressant regimen, which was uncomplicated, which mitigated the potential harm. However, if this were done with a patient with a more complicated treatment pattern, it could expose them to significant harm, either by prescribing medications that interact with medications the MD would be unaware of, incorrect dosing, or omission of necessary medications.

Patient B

8. Patient B was a patient of Dr. Chadda's from July to October 2016. Dr. Chadda provided psychotherapy to Patient B. OHIP records for Patient B are attached at Tab 3 to the Agreed Statement of Facts.

9. Dr. Chadda charged Patient B $75/session in addition to billing OHIP. Dr. Chadda did not offer Patient B a block fee option.

10. After Patient B terminated therapy with Dr. Chadda, she requested receipts, for income tax purposes, for the amounts that Dr. Chadda had billed her in excess of the OHIP schedule of benefits. Dr. Chadda provided a receipt to Patient B on April 3, 2017.

11. In January 2017, Patient B complained to the College about Dr. Chadda's billing practices, "misuse of uninsured services," and her failure to provide receipts upon request.

12. Dr. Greg Chandler was again retained by the College to review this matter and provide an independent expert opinion. Dr. Chandler opined as follows:

> ***Additional fees being charged by Dr. Chadda to Patient B***
>
> *According to the CPSO Policy Statement Block Fees and Uninsured Services, "Physicians are entitled to charge patients for uninsured services, which take physician time and resources". As such, Dr. Chadda is permitted to charge for non-clinical activities. The agreement signed by Patient B, entitled "Block fees for services not provided by OHIP", appropriately lays out what services are covered by the fees.*
>
> *However, the CPSO policy deems that an insured service is comprised of several "constituent elements" which are not eligible to be separately charged for. This would include at least three items listed on Dr. Chadda's form, including:*
>
> *a) Referring patients to other health care professionals as needed,*
>
> *b) Writing prescriptions (separate from what is noted as "phone calls for prescription refills")*
>
> *c) Having phone calls with hospital staff if the patient is referred to the emergency department.*
>
> *These items are clearly part of the standard clinical care of a patient. By including them on the agreement, a patient would have to assume they are part of the extra service and thus would not be included without payment.*
>
> *The CPSO states "Physicians must ensure that the fees charged for uninsured services are reasonable" in relation to the services provided. As per the OHIP payment schedule provided, most of Patient B's sessions lasted one hour, which constitutes two units of psychotherapy; this is a typical length of individual psychotherapy sessions. The OHIP rate for 2 units of psychotherapy is $160 (Schedule of Benefits for Physician Services under the Health Insurance Act, billing code K197). Dr. Chadda's additional fee of $75 per session amounts to a 47% extra per session charge; for context, OHIP pays $80 for 30 minute sessions, or one unit, of psychotherapy. Essentially, an additional 30 minutes of care is being charged for every one hour session. Four sessions were conducted in each of July and October, three in September and two in August. It is difficult to imagine*

what services could be provided per session that would meet the Policy's requirement of being considered reasonable in relation to the services provided. I would note that I would consider this to be the case even if this particular patient had used some extra services i.e. the fact that this patient did not receive additional services is not what proves the excess of the charge.

The policy also requires that the amounts charged would not "pose a barrier to accessing health care services" for those who could not afford them. The amounts involved here would be in contravention of this policy if paying them were a condition of receiving care. As such, it would potentially cause harm by making care inaccessible to certain people in need of psychiatric care. The agreement used does not state that these fees are optional and that not agreeing to them would not exclude this patient from this doctor's care. If Dr. Chadda clearly indicates to patients that clinical care, including all constituent elements, will be provided regardless of willingness to pay the extra fees, then of course the barrier is removed. If that is the case here, then this would be more of an issue of Dr. Chadda's failure to have the patient clearly understand this. Unclear communication about the policy would be a much lesser transgression than insisting on payment of these charges to ensure eligibility for clinical care.

I would note that some confusion likely stems from Dr. Chadda's incorrect use of the term "block fees" for charges related to individual sessions. "A block fee is a flat fee charged for a predetermined set of uninsured services" and "covers a period of not less than three months and not more than 12 months". I do not think this significant in terms of any findings here, but could help reduce future confusion.

Not sending a receipt for fees paid

There seems to be agreement on the facts, which is that Patient B paid $600 in fees in two installments and Dr. Chadda did not provide receipts for them. As with any payment for services rendered, normal business practice is to issue a receipt immediately upon payment, even without a client asking for it. There is no justification for withholding these receipts upon request.

There would be financial harm to a patient if they did not ultimately receive the receipts, in the full amount if it is covered by a patient's insurance, or a lesser amount if it is being used as a tax deduction.

Summary

I have made assessments for the area of specific complaint about Dr. Chadda's care, as well as others that seemed relevant to an assessment of her practice.

Dr. Chadda charges an expensive supplemental fee on top of OHIP billings received for clinical care. This exposes potential patients to harm in that it creates a barrier to services. If agreeing to these fees is not mandatory, then the risk is the same if potential patients are not made aware of this, which is the physician's responsibility. If the intent is for agreement to these charges to be a condition of treatment, then this would be more serious lack of professionalism.

> *For those who have agreed to the policy, the amounts involved here are not reasonable using the relevant CPSO policy on the matter. As a result, they are harmed by the excess amount they pay. Not providing receipts for amounts paid upon a patient's request also demonstrates a lack of professionalism and causes harm in the proportion to the amount paid.*

Section 75(1)(a) Investigation

13. In February 2017, as a result of concerns raised by Dr. Chandler, the College commenced an investigation under section 75(1)(a) of the *Health Professions Procedural Code*.

14. In addition to Patient A, Dr. Chadda took three other patients (Patients C, D and E) on her Italy Retreat. Dr. Chadda charged each of these patients between $5295 and $5695 plus HST for the retreat, exclusive of airfare and other expenses, which the patients were required to pay in addition to the fee charged by Dr. Chadda.

15. Patient C was Dr. Chadda's patient between 2011 and 2017. Dr. Chadda treated Patient C for depression and prescribed anti-depressants to her.

16. Patient D was a patient of Dr. Chadda's from October 2007 to October 2015. Dr. Chadda diagnosed Patient D as having a recurrent major depression. Dr. Chadda provided psychotherapy and prescribed anti-depressants to Patient D.

17. Patient E was a patient of Dr. Chadda's from April 2007 to October 2016. Dr. Chadda provided psychotherapy to Patient E.

18. OHIP records for Patients C, D and E, from January 1, 2011 to April 11, 2017, are attached at Tab 4 to the Agreed Statement of Facts.

19. Dr. Chadda charged Patients C, D, and E an additional fee per session in addition to the amount she billed OHIP. Dr. Chadda did not provide any of them with a block fee option.

20. Dr. Chandler was again retained to review the care provided to Patients C, D and E and provide an independent expert opinion. As part of his review, he interviewed Dr. Chadda in October 2017.

21. Dr. Chandler opined as follows:

The patients participated in a meditation retreat organized by Dr. Chadda

During our training as physicians, we are taught about maintaining proper boundaries between ourselves and our patients. The principle is that by altering the relationship from a purely physician-patient one, we could adversely affect the care provided. In some circumstances, due to the limited scope of certain clinical encounters or with the passage of time after treatment has ended, some nonclinical relationships have been considered acceptable between physicians and patients. However, in our training as psychiatrists, we are taught that significant non-clinical relationships would never be acceptable if a psychiatrist-patient relationship has ever existed. The rationale is that as part of the clinical encounters themselves, psychiatrists will make specific efforts to understand our patients' ways of thinking, anxieties, motivations and vulnerabilities. This makes psychiatrists more able to affect our patients' thinking and behaviour; in fact, this is generally the goal of psychotherapy and the mechanism of it working. This context also makes psychiatrists more at risk for taking advantage of our patients' vulnerabilities, even if done unintentionally. Furthermore, patients will usually be seeing psychiatrists because they feel psychologically vulnerable. When this is the case, it can feel especially important for patients to ensure good relationships with their psychiatrists. As such, when a psychiatrist asks something of a patient, the patient may comply because they do not want to risk the psychiatrist's disapproval, with the ultimate feared risk being the termination of the therapy. This could lead patients to compromise their own best interests in an attempt to please their psychiatrists.

The CPSO's policy Physician Behaviour in the Professional Environment states, "The physician's primary responsibility is to act in the best interests of the individual patient." As per the CPSO's policy statement Maintaining Appropriate Boundaries and Preventing Sexual Abuse, "Physicians must establish and maintain appropriate professional boundaries with patients." As the dominant individual in the relationship, the CPSO advises that it is the physician's responsibility to maintain boundaries. As mentioned, while maintaining clear boundaries is crucial in any physician-patient relationship, it is thought to be even more important in a psychotherapy relationship.

When a physician makes an offer that involves finances, it introduces the possibility that a physician could be in conflict of interest between their role as a business person and their role as a physician. This would include selling a patient a product or service unrelated to their medical care. In this particular case, there is a foreseeable risk that a patient could feel pressure to purchase Dr. Chadda's product (the meditation retreat), with the worry that not doing so could lead to a change in the relationship, or even the termination of therapy. This would mean that even if the psychiatrist did not realize this service could be undesired by the patient, the patient may feel hesitant to raise this and/or refuse the offer. Furthermore, even if the patient wanted the product, coming from a trusted psychiatrist, the patient would be unlikely to conduct themselves in the same way they would in other business decisions, possibly compromising their needs. Even if Dr. Chadda does not attempt to persuade patients to join the retreat, it does not reasonably exclude the possibility of a perceived pressure. Even if patients raise the possibility of joining the retreat, the physician should have decline.

As such, in selling a product to three patients she had worked with extensively, … [i]n not considering the aforementioned ways this could affect the psychotherapeutic relationship, it demonstrated a lack of skill and judgment as a psychiatrist. The degree to which patients would be affected would depend on the nature of the relationship and severity of patient illness.

Billing, including charges for missed sessions

According to the CPSO Policy Statement Block Fees and Uninsured Services, "Physicians are entitled to charge patients for uninsured services, which take physician time and resources." The OHIP rate for 1 hour (or 2 units) of psychiatric care is $160, based on the Ministry of Health's Schedule of Benefits (code K198). There was an agreement about block fees in one patient's chart which indicated a charge of $450 for a three month period when patients see her every two weeks. Each of these patients averaged nine sessions per three month period, meaning the per session charge amounts to an extra 30% per session. For these three patients, the amounts documented ranged from $845-1770 in one year periods, so it is less clear if they were all on this block fee arrangement. Nonetheless, it is unclear what services could be provided to make these fair and reasonable amounts. It is unclear that these charges meet the policy criteria of ensuring the amounts are "reasonable in relation to the services provided". These amounts are substantial enough that they could "pose a barrier to accessing health care services" for many patients, in contradiction and as such causing harm to potential patients by making care inaccessible. The amount of supplemental billing … demonstrates a lack of professionalism by Dr. Chadda.

Summary

I have reviewed the charts of three patients and made assessments for the areas of Dr. Chadda's care that seemed relevant to an assessment of her practice… The three patients were receiving treatment in the form of psychotherapy and two were also receiving pharmacotherapy. All three patients struggled with psychological distress which could result in depressive symptoms… Dr. Chadda … charging an excessive supplemental fee for sessions also exposes patients to harm in that it creates a potential barrier to services.

ADMISSION

22. Dr. Chadda admits the facts specified above, and admits that, based on these facts, she engaged in professional misconduct, in that:

(a) She engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional, under paragraph 1(1)33 of O. Reg. 856/93, made under the *Medicine Act, 1991*(“O/Reg. 856/93”).

FINDING

The Committee accepted as correct all of the facts set out in the Agreed Statement of Facts and Admission. Having regard to these facts, the Committee accepted Dr. Chadda's admission and found that she committed an act of professional misconduct in that she engaged in an act or omission relevant to the practise of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

PENALTY AND REASONS FOR PENALTY

Counsel for the College and counsel for the member made a joint submission as to an appropriate penalty and costs order.

As found by the Supreme Court of Canada, the Committee should not depart from a joint submission unless the proposed penalty would bring the administration of justice into disrepute, or is otherwise not in the public interest (*R. v. Anthony-Cook* 2016 SCC 4).

The proposed penalty, which the panel accepted included:

1. a reprimand;
2. a suspension of Dr. Chadda's certificate of registration for a period of six months;
3. terms, conditions and limitations on Dr. Chadda's certificate of registration which include: completion, at her own expense, of the Professional Problem Based Ethics Course (PROBE) within 6 months of the Order; and monitoring of her billing practices for a period of 12 months; and
4. costs of $6000.00 within 30 days.

In assessing the penalty proposed, the Committee considered the nature of the misconduct, along with aggravating and mitigating factors. These factors are addressed below.

Nature of the Misconduct

Issue 1: Boundary Violations

There are fundamental and well accepted facts regarding the physician-patient relationship that all physicians must be aware of and abide by. The physician's primary responsibility is to act in the best interests of their individual patient. It is the physician's responsibility and duty to establish and maintain appropriate professional boundaries with patients. These basic tenets are laid out in College policies and the Practice Guide, and should be well known and adhered to by all physicians.

There is an inherent power imbalance, in favour of the physician, in the physician-patient relationship. Professional boundaries must be maintained at all times with patients, especially psychiatric patients, who have disclosed highly personal information. During the therapeutic relationship, a psychiatrist, as pointed out by expert Dr. Chandler in the excerpts of his report, will gain an intimate knowledge of the patient's ways of thinking, anxieties, motivations and vulnerabilities. This knowledge by the psychiatrist makes their patients particularly vulnerable.

In Dr. Chadda's case, as mentioned in the Agreed Statement of Facts, Patient A was unsure whether Dr. Chadda was her friend or her physician. These blurred boundaries can cause confusion. The patient may comply with a request from the physician because they don't want to risk disapproval or termination of their therapy. When that request of the physician involves finances, such as selling a product like the Italy Retreat in this case, it introduces the possibility of a conflict of interest for the physician and places the patient in a bind.

Patients A, C, D and E all attended Dr. Chadda's Italy Retreat at a significant monetary cost. Patient A, in her complaint, expressed that she felt uncomfortable after the retreat when she was repeatedly requested to provide a video testimonial for Dr. Chadda's wellness business during her therapeutic sessions. Dr. Chadda appears to have been acting with her own best interests in mind and not that of her vulnerable psychiatric patient. Indeed, it led to the termination of the physician-patient relationship and Patient A seeking another psychiatrist.

Patients C, D and E were long-term patients of Dr. Chadda. She would have been well acquainted with their vulnerabilities and should have known that including them in the Italy Retreat could adversely affect their psychotherapeutic relationship and care, even if unintentionally. Selling these patients a product outside of the physician-patient relationship was a clear boundary violation.

Issue 2: Excessive Supplemental Billing

The College's policy statement on Block Fees and Uninsured Services is not new. Dr. Chadda should have been well acquainted with these guidelines as a psychiatrist with an established practice in Ontario since 1991. Physicians may only charge patients for services that are not covered in the OHIP Schedule of Benefits for Physician Services under the *Health Insurance Act, 1990*.

Psychotherapy provided by a psychiatrist is a covered service and extra billing is not allowed. If the excessive fees as outlined in Dr. Chandler's expert report had been block fees, the Committee agrees with the expert opinion that it is hard to imagine what uninsured services could have been that costly. It is clear to the Committee that Dr. Chadda was billing these patients extra for insured services. In addition to this conduct being disgraceful, dishonourable, and unprofessional, it also posed a risk of compromising patient access to care. In addition, the two patient complaints and the s.75a investigation revealed that this was a widely repeated practice of Dr. Chadda's, specifically charging a supplemental fee for patient appointments.

Issue 3: Timely receipts and record transfer.

It is unclear to the Committee why it took seven weeks for Dr. Chadda to transfer Patient A's records to her new psychiatrist. It is clear, however, that this was unprofessional and placed her patient at risk of substandard care as the new physician may have been lacking vital information for appropriate treatment.

Patient B was only a patient of Dr. Chadda's for a few months. She too was charged additional fees. However, she did not receive receipts. She should have received receipts for her payments at the time of service. There is no justification for withholding receipts upon request. In addition to providing medical services to patients, it is a physician's responsibility to provide timely administrative functions such as record transfer and receipt for payments.

Aggravating Factors

Dr. Chadda has been found to have committed a number of acts of professional misconduct over an extended time period. This is not just an isolated event.

Further, Dr. Chadda's multiple boundary violations included taking patients on a retreat to Italy and pressing a vulnerable patient repeatedly for a video testimonial. The fact that Dr. Chadda's patients were particularly vulnerable and that Dr. Chadda's boundary violations were connected to her own pecuniary interest, putting her own financial interests above the interests of her patients, are significant aggravating factors. Similarly, the excessive supplemental billing of OHIP services put Dr. Chadda's pecuniary interests ahead of those of her patients.

Mitigating Factors

The Committee is aware that this is Dr. Chadda's first appearance before the Discipline Committee and that she did cooperate with the investigative process. Her admission to disgraceful, dishonourable, and unprofessional conduct demonstrates her acceptance of responsibility for her misconduct. She also has spared her patients from testifying and saved the expense of a multiday contested hearing.

Prior Cases

The Committee considered the two cases provided by the parties: *CPSO v. Pollock, 2003 and CPSO v. Maal-Bared, 2017*. In *Pollock*, Dr. Pollock charged his psychiatric patients an extra fee for each appointment. The penalty and costs order included suspension of the member's

certificate of registration for a period of three months (reduced to one month if Dr. Pollock paid monies back to the patient in question), a reprimand and costs. In *Maal-Bared*, a psychiatrist treated multiple members of the same family, and committed multiple boundary violations, including employing her patients and socializing with her patients. The penalty in that case included a four-month suspension and a reprimand and the Committee ordered the payment of costs.

It is important that all cases be decided upon on their own facts, however, like cases should be treated alike. Review of the prior cases provided confirms that the proposed penalty is in keeping with recent decisions of the Committee with respect to similar misconduct.

Conclusion

The Committee was satisfied that the proposed penalty meets the established penalty principles. It is just and in the public interest. The monitoring of Dr. Chadda's billing will protect the public going forward after her lengthy suspension. The significant six month suspension of Dr. Chadda's certificate of registration and the public reprimand will serve to maintain the integrity of the profession and public confidence in the College's ability to regulate the profession in the public interest. The membership at large will be deterred from similar conduct knowing what stiff sanctions will ensue for this type of misconduct. As well, a suspension and reprimand will provide specific deterrence to Dr. Chadda and express the Committee's denunciation of her wholly unacceptable misconduct. A penalty should also serve to rehabilitate the physician to whatever extent possible. The PROBE course on Boundaries and Ethics will serve to fulfil this function.

The Committee also concluded that it was appropriate for Dr. Chadda to pay the costs of a half-day hearing at the tariff rate.

It is for the above reasons that the Committee accepted the jointly proposed penalty.

ORDER

The Committee stated its finding in paragraph 1 of its written order of May 24, 2019. In that Order, the Committee ordered and directed on the matter of penalty and costs that:

2. Dr. Chadda attend before the panel to be reprimanded.

3. The Registrar to suspend Dr. Chadda's certificate of registration for a period of six (6) months, commencing from June 15, 2019 at 12:01 a.m.

4. The Registrar place the following terms, conditions and limitations on Dr. Chadda's certificate of registration:

   (i) Dr. Chadda will comply with the College Policy #2-07 "Practice Management Considerations for Physicians Who Cease to Practise, Take an Extended Leave of Absence or Close Their Practice Due to Relocation", a copy of which is attached at Schedule "A" to this Order;

   (ii) Dr. Chadda will participate in and unconditionally pass the PROBE Ethics & Boundaries Program offered by the Centre for Personalized Education for Professionals, with a report or reports to be provided by the provider to the College regarding Dr. Chadda's progress and compliance. Dr. Chadda will complete this requirement within 6 months of the date of this Order.

   (iii) Dr. Chadda will agree to the monitoring of her billing practices with respect to uninsured services, at her own expense, for a period of twelve (12) months, which will include a review of Dr. Chadda's records, if necessary, to ensure that her billing for uninsured services is appropriate.

5. Dr. Chadda pay costs to the College in the amount of $6,000.00 within 30 days of the date of this Order.

At the conclusion of the hearing, Dr. Chadda waived her right to an appeal under subsection 70(1) of the Code and the Committee administered the public reprimand.

TEXT of PUBLIC REPRIMAND
Delivered May 24th, 2019
in the case of the
COLLEGE OF PHYSICIANS and SURGEONS of ONTARIO
and
DR. JASJOT KAUR CHADDA

Dr. Chadda,

The Agreed Statement of Facts that has been presented to this Panel is a deplorable indictment of a physician who has used the practice of medicine to develop a meditation retreat business - self-promoting and marketing- for all your personal benefit.

This College's policies regarding boundaries are quite clear. In any physician/patient professional relationship there is a power imbalance, and it is incumbent on the physician to maintain boundaries and avoid situations where any conflict of interest may arise.

This is all or more important in a psychotherapy relationship where the patients are more vulnerable. Clearly you have chosen to ignore these guidelines in order to take advantage of your very vulnerable patients.

Additionally, you exhibited a lack of judgment and professionalism as a psychiatrist by charging an expensive supplemental fee on top of OHIP billing, failed to provide a receipt for fees paid, and failed to provide patient records in a timely fashion. By these actions, you have brought the profession into disrepute, raised questions of trust by the public regarding the profession, and more importantly brought your own judgment into question.

Under the circumstances, the penalty agreed by the parties is appropriate as you have acknowledged your short-comings and agreed to undertake remedial actions. We trust you have learned from this experience, and that you will not appear before a discipline panel again.

You may be seated.