

**JUDICIAL SUBCOMMITTEE OF THE
CANADIAN ATHLETIC THERAPY ASSOCIATION
SUMMARY OF PENALTY
RYAN SINGH**

Respondent: Ryan Singh
Complainant: Justin Mendoza
CATA Case #: CATA Case RS 2021-10-21
Complaint Date: October 21, 2021

During the period of June 2020 to June 2021, the Member created and submitted inaccurate records to various third parties, including Manitoba Blue Cross, for services performed by him or through one of his subcontractors at Recharge Sports Therapy, in Winnipeg Manitoba (the “Clinic”). The Member is the owner of the Clinic. Upon providing services to clients of the Clinic, the Member would create an invoice that would be submitted to each client’s insurer. In accordance with the insurance program for these clients, the Member was to invoice the insurer for the full amount of the services and the client was required to pay a portion of the invoiced amount (the “Co-pay Portion”). The invoices created by the Member were for the full amount and represented to the insurer that the co-pay portion had been paid by the clients.

During the period of June 2020 and June 2021, notwithstanding the Member’s representations to the insurer, the Member failed to collect co-payments from certain clients. The Member referred to these clients as “sponsored athletes”. The Member initially confirmed that there was only one “sponsored athlete.” However, the Member subsequently admitted that there were in fact several clients where he did not require the client to pay the Co-pay Portion.

During the period September 2020 to December 2020, the Member invoiced for services using the name and billing account of the Complainant, who was a registered Massage Therapist. The Complainant was formerly a subcontractor working at the Clinic and ceased working at the Clinic on October 13, 2020. The Complainant confirmed that he was unaware that the Member was using his name and billing account information to invoice the services performed by the Member or other subcontractors. Further, the Complainant confirmed that some of these services and invoices occurred and were created after his employment with the Clinic were terminated. The Member was the individual responsible for using the Complainant’s name and billing account information and submitting the inaccurate invoices. These transactions were corroborated by communications between Manitoba Blue Cross and the Complainant, which took place after the Complainant was made aware by Manitoba Blue Cross in August 2021 that the Complainant was being audited for services and invoices that took place between September 2020 and December 2020, including 33 claims after the Complainant’s employment termination date.

In June 2021, Manitoba Blue Cross issued audit notices to the Clinic for the Complainant as well as two other former subcontractors of the Clinic. Despite receiving these audit notices, the Member did not inform the Complainant, or the other subcontractors that they were being audited by Manitoba Blue Cross.

In July 2021, the Member terminated the contracts of at least one subcontractor after they had asked to speak with the Member about billing under their name and immediately removed the subcontractor’s access to the Clinic’s electronic client management software after they had learned of the Manitoba Blue Cross audit, but before they were able to provide chart notes or verify treatment dates with Manitoba Blue Cross. The subcontractors became aware that they were being audited by Manitoba Blue Cross only once a second letter was sent to the Clinic and the Clinic’s Administrative Assistant advised them of the same. According to the Administrative Assistant, she had been instructed by the Member not to inform the subcontractors after receiving the first communication from Manitoba Blue Cross.

During the period from August 2020 to November 2020, the Member created inaccurate invoices for services

provided by himself or his subcontractors. Specifically, the Member invoiced for longer treatments than what were provided to the clients. The Member confirmed that on at least a couple of occasions the Member, or one of his subcontractors, would perform a service for 45 minutes, but the Member would invoice the service for 1 hour. The Member would then submit the inaccurate invoice to the client's insurer for payment. The Member confirmed that he had submitted these types of inaccurate invoices on more than one occasion, however, he could not confirm the exact number of times that he had done so. On at least one occasion, the Complainant provided a 45-minute treatment, and this treatment was then invoiced by the Member as a 1-hour treatment. The Complainant was not aware that his services had been invoiced for 1 hour rather than 45 minutes as the Member did not disclose this to the Complainant and only paid the Complainant based on a 45-minute treatment.

During the period August 2020 to December 2020, the Member created inaccurate records that were submitted to insurers. Specifically, the Member changed the date for when certain services were performed on client's billing information to stay within the client's insurer's accepted billing timelines. The Member or his subcontractors would perform services for a client and if the invoice was not submitted within the required deadline for the insurer, the Member would change the date of when the services were provided to fall within the deadline. The Member's subcontractors were not aware of this practice. The Member confirmed that he had changed the date on billing information between 5 to 20 times during this period of time.

During the period August 2020 to December 2020, the Member performed services for certain clients but invoiced for these services in the name of the client's family members. The services would then be billed to that family member's insurer for payment. The Member admitted to doing the above to collect payment from the insurer, even though the services had not been performed for the named insured. Further, the Member admitted that in some instances the services were performed by the Complainant or one of the Clinic's other subcontractors. In these instances, the Complainant and the subcontractors were not aware that the Member was invoicing for their services under another family member's name and insurer. The Member confirmed that he had followed this practice on more than one occasion, however, he could not confirm the exact number of incidents.

During the period of December 2020 to August 2021, the Member billed certain client's insurers for appointments which were cancelled or where the client did not receive services. The Member would put a client's name in the schedule when in fact they did not attend or come in for appointments and he would bill the client's insurers notwithstanding that no services were performed.

During the period June 2020 to January 2021, the Member failed to produce appropriate records to Manitoba Blue Cross. Specifically, during the Manitoba Blue Cross audits, the Member submitted chart notes to Manitoba Blue Cross which were all created on September 9, 2020 and he failed to submit proof of co-payment or signed insurance claim forms from the insured parties. According to Manitoba Blue Cross, the Member was asked why all the records were created on the same day, and the Member advised Manitoba Blue Cross that the clinic had recently switched from a paper to electronic system which resulted in all the records having the same date. However, during the investigation the Member confirmed that the Clinic had been using an electronic system since February 2020. Further, the Clinic's Administrative Assistant confirmed that the Clinic had been using an electronic system for her entire tenure with the clinic, which was from June 2020 to January 2021. In addition, during the Manitoba Blue Cross audits, the Member was asked to provide proof of co-payment for certain clients of the Clinic. Initially the Member claimed that the requested proof of co-payment was with the Clinic's accountant, however he later advised Manitoba Blue Cross that he could not retrieve these records as he had no administrative staff to assist him. On August 10, 2021, the Member contacted Manitoba Blue Cross and advised he was unable to provide proof of co-payment and stated, "I guess the secretary threw them out.". The proof of copayment did not exist as the Member never had them completed.

A full investigation was completed by the CATA Investigative Subcommittee. The Member was cooperative throughout the investigation process and had no prior complaints against him. At the conclusion of the investigation process the Member formally admitted to the facts set out above and agreed to forego a formal hearing and proceed directly to a penalty hearing. The Member admitted to violating the following sections of the Code of Ethics and Professional Conduct:

2. CODE OF ETHICS

- i. Members act with honesty and integrity.
- x. Members conduct themselves in a manner that merits the respect of society, the profession, and its Members.

3. CODE OF CONDUCT

A. Responsibilities to the Profession

- v. Members shall treat their colleagues with dignity and respect.

B. Responsibilities to the Client

- x. Members shall maintain appropriate documentation for all clients.
- xiii. Members shall not charge fees that are excessive for the services provided.
- xx. Members shall not make a document or statement that is false or misleading.
- xxi. Members shall not contravene a law that is relevant to their suitability to practice.
- xxii. Members shall not engage in conduct that is relevant to the practice of Athletic Therapy that would reasonably be regarded by Members as disgraceful, dishonourable or unprofessional.

On October 23, 2023 a Penalty Hearing was conducted. In accordance with 7.5.2, 7.5.3 and 7.5.4 of the Code of Ethics and Professional Conduct – Procedures the Judicial Subcommittee issued the following penalties:

1. The Member shall successfully complete the Probe-Canada Ethics and Boundaries course. The Probe and Ethics Boundaries course shall be at the sole expense of the Member and shall be completed on or before March 23, 2024;
2. The Member shall successfully complete the medical record keeping course from Dalhousie University. The Dalhousie medical record keeping course shall be at the sole expense of the Member and shall be completed on or before March 23, 2024;
3. The Member shall successfully complete one (1) other ethics or medical record keeping course, to be selected by the CATA. The third course shall be at the sole expense of the Member and shall be completed on or before March 23 2024;
4. The Member shall pay a cost amount for the reimbursement of the CATA's legal costs incurred in the investigation and determination of this complaint in the sum of \$7,500.00. The cost amount shall be paid to the CATA on or before November 23, 2023;
5. The Member's CATA membership shall be suspended for a period of 5 months, commencing October 23, 2023. If the Member fails to fulfill his course or cost obligations, then his suspension shall continue indefinitely until such time as all portions of the penalty have been satisfied in full, and;
6. The relevant facts and admitted breaches shall be published on the CATA website and newsletter.