

# Dr. Jason Mazarella

DC, DAAPM, DCAPM, DAAETS, DQEEG (c), DWTT (D), FIAMA, MVC-FRA, CATSM, CBIS, CMVT, CPM, CDRSC, CDAAC, BSc KIN, BSc HPA

"TRUST THE DOCTORS WHO TEACH OTHER DOCTORS HOW TO  
ASSESS, DIAGNOSE AND TREAT WHIPLASH, CONCUSSION AND CHRONIC PAIN INJURIES."  
DIRECTOR: NORTH AMERICAN SPINE INSTITUTE, INC.

## Objection to Out-of-Scope Medical Commentary and Improper Denial of Chiropractic Treatment

Date: January 20, 2026

To Whom It May Concern,

This letter serves as a formal objection to the reliance on a physician's opinion to deny or limit chiropractic treatment recommended by a duly licensed chiropractor under Ontario's statutory accident benefits regime.

Under Ontario law, there is no hierarchy among regulated health professions. The use of a regulated health professional to assess, comment on, or deny treatment outside of the health profession under which benefits are submitted constitutes a form of systemic discrimination and administrative fraud. This practice is perpetuated by auto insurers to improperly reduce claim costs by substituting opinions from professionals who lack the requisite education, clinical training, and statutory scope to evaluate the necessity, appropriateness, or delivery of care within another regulated health profession. By asking you to comment on my treatment plan, even though you are NOT a chiropractic doctor. This is a deceptive tactic first developed by Allstate Insurance Company in the 1990's for the sole purpose of reducing claim costs, through the development of a fictitious medical hierarchy. This is an insurance deceptive tactic designed to reduce claim costs at the policy holder's expense and now you are fully aware of your role in this bad faith claims handling. Please see attached explanation video that will explain how this came about, how auto insurers use physicians to "gate keep" chiropractic care to save hundreds of millions of dollars per year in claim costs, and how case law has called this a form of systemic bad faith which you are now apart of by commenting on the need for Chiropractic Benefits under the SABs.

Link: [https://youtu.be/lsF4hLapvEI?si=oYo5kiRzr\\_TUpeYs](https://youtu.be/lsF4hLapvEI?si=oYo5kiRzr_TUpeYs)

The **Regulated Health Professions Act, 1991** establishes parallel, self-regulating health professions in Ontario, each confined to its legislated scope of practice. The Chiropractic Act, 1991 grants chiropractors' exclusive authority to assess, diagnose, and treat neuromusculoskeletal conditions using chiropractic methods. Physicians are neither trained nor licensed to practise chiropractic, nor to determine the appropriateness, dosage, or clinical necessity of chiropractic treatment plans.

Accordingly, should you assert that you are qualified to comment on, override, or determine the necessity of chiropractic assessment or treatment, despite having no formal chiropractic education, no clinical training in chiropractic methods, and no demonstrated understanding of chiropractic philosophy, assessment processes, or treatment rationale for a profession that is duly recognized and regulated in Ontario, you will be requested to complete the attached affidavit attesting to such qualifications, training, and competency under oath. If you fail to complete this, I will request that my patient's legal representative compel you to do so in court. Please see Appendix A for the required affidavit, and Appendix B for a summary of the Regulated Health Professionals Act.

The **College of Physicians and Surgeons of Ontario (CPSO)** policy governing third-party reports and independent medical examinations expressly requires physicians to restrict opinions to matters within their scope of practice, education, and clinical expertise. A physician's engagement by an insurer does not expand that scope. Regulatory obligations are not displaced by contractual requests from insurers, nor by a physician's medical specialty.

Importantly, the fact that an insurer requested a physician to review a chiropractic treatment plan does **NOT** exonerate that physician from acting outside scope. Even where the physician purports to rely on a medical specialty opinion, the act of reviewing, critiquing, or limiting a chiropractic treatment plan

necessarily involves evaluating chiropractic clinical decision-making. Scope of practice is determined by the **subject matter under review**, not by how the reviewing physician characterizes their perspective. A medical opinion cannot lawfully substitute for, override, or adjudicate chiropractic care.

By making recommendations related to a chiropractic treatment plan, the physician materially interfered with another regulated profession's lawful practice and restricted the patient's access to care (public safety concern) based on an opinion rendered without statutory authority or requisite training. This interference carries a foreseeable risk of patient harm, including delayed recovery, symptom chronicity, and functional deterioration. Such outcomes arise not from evidence-based chiropractic review, but from commentary outside the reviewer's competence. Please see Appendix C for a detailed review.

Human Right  
Pain Management

### **Expertise Must Match the Subject Matter Under Review**

Canadian courts and tribunals emphasize that expert opinions are only valid where the expert's training and licensure align with the precise subject being assessed. Opinions rendered outside that alignment are given little or no weight and may be considered misleading.

Application:

A "medical specialty opinion" does not legitimize commentary on chiropractic treatment because the subject matter remains chiropractic care, not medical treatment.

CPSO policy imposes a positive good-faith obligation on physicians to decline third-party requests that fall outside their authorized scope of practice or area of expertise, particularly where acceptance of such requests risks misleading decision-makers. Accepting out-of-scope mandates and issuing recommendations that are subsequently relied upon to deny insured care raises serious concerns of professional misconduct, failure to practise within scope, and breach of CPSO third-party IME obligations.

Compliance with an insurer's request, directive, or financial interest does not exonerate, excuse, or immunize a physician from regulatory or professional liability. Acting at the request of a third party for administrative or financial benefit does not override statutory scope-of-practice limitations, CPSO policy requirements, or the physician's independent duty to act lawfully, competently, and in good faith. Reliance on insurer instructions as justification for out-of-scope medical commentary does not constitute a defence to misconduct or breach of professional standards. Please see Appendix C for additional information.

### **Demand for Immediate Withdrawal of Out-of-Scope Medical Opinion**

You completed a medical review of a treatment plan I submitted that was expressly submitted for the purpose of assessing chiropractic benefits. That review necessarily required evaluation of chiropractic assessment, treatment planning, dosage, and clinical necessity, matters that fall exclusively within the statutory scope of chiropractic practice under Ontario law. Your suggestion that your opinion is from your specialty perspective does not exonerate you from commenting out of scope.

As you are neither trained nor licensed to practise chiropractic, nor authorized to determine the appropriateness of chiropractic treatment, your review was conducted outside your scope of practice.

Notwithstanding this, the auto insurer is now relying on your opinion to deny otherwise warranted chiropractic care. The continued use of an out-of-scope medical opinion to restrict access to regulated healthcare raises serious concerns of public harm, procedural unfairness, and non-compliance with Ontario's regulatory framework governing parallel self-regulating health professions and third-party medical reviews.

**Accordingly, this letter serves as a formal demand that you:**

- 1. Immediately withdraw your report from any further consideration or reliance in relation to chiropractic benefits; and**

2. Provide a written statement confirming that your opinion was rendered solely as a *medical* opinion, not a *chiropractic* opinion, and that you do not possess the statutory authority, education, or training required to comment on the appropriateness, necessity, or scope of chiropractic treatment or benefits under review in the attached treatment plan.

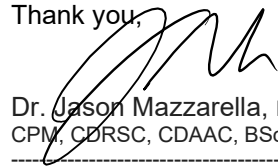
**Failure to promptly comply with this demand will result in a formal complaint being filed with the College of Physicians and Surgeons of Ontario (CPSO) (see Appendix G),** requesting investigation into scope-of-practice violations, failure to comply with third-party IME obligations, and the issuance of an out-of-scope opinion relied upon to deny patient care.

Nothing in this correspondence should be interpreted as a waiver of any additional regulatory, legal, or procedural remedies available.

**If you immediately withdraw your report and provide the written statement outlined above, this matter will be considered closed, and no further action will be taken.** You are provided **five (5) business days** from the sent time of this correspondence to respond in writing. **Failure to respond or to comply within this timeframe will result in a formal complaint being filed with the College of Physicians and Surgeons of Ontario without further notice.**

**The Treatment Plan in question can be found under Appendix H**

Sincerely,  
Thank you,



Dr. Jason Mazarella, DC, DAAPM, DCAPM, DAAETS, DqEEG (c), DWTT (D), FIAMA, MVC-FRA, CATSM, CBIS, CMVT, CPM, CDRSC, CDAAC, BSc Kin, BSc HPA

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Doctor of Chiropractic

Director North American Spine Institute

Medical Board Member Editor: Journal of Clinical Research in Pain and Anesthesia.

Elected Board Member – Canadian Institute for the Relief of Pain and Disability 2013

International Post Graduate Developer and Educator: Medical Curriculum (CME Accreditation USA and Canada)

- Whiplash Traumatology and Treatment: A Multidisciplinary Approach to Care: 2008-2011
- Crash Forensics, Injury Biomechanics, Occupant Kinematics and the Biopsychosocial Model of Pain
- Whiplash Traumatology, Neurophysiology, Pain and Treatment Seminar Series: A Multidisciplinary Approach to Care: 2021 – Present

International Post Graduate Developer and Educator: Chiropractic Curriculum (CCE Accreditation USA, Canada and Europe)

- Whiplash Traumatology and Treatment: A Multidisciplinary Approach to Care: 2008-2011
- Whiplash Traumatology, Neurophysiology, Pain and Treatment Seminar Series: A Multidisciplinary Approach to Care: 2021 – Present
- Whiplash Injury: Guidelines and Rebuttal/IME Report Writing
- Chiropractic Treatment of Whiplash:

International Post Graduate Developer and Educator: Physical Therapy and Massage Therapy Curriculum (Accreditation USA)

- Whiplash Traumatology, Neurophysiology, Pain and Treatment Seminar Series: A Multidisciplinary Approach to Care: 2021 – Present

Graduate Certification Developer and Lecturer Accident Reconstruction

- Occupant Kinematics, Injury Biomechanics and Crash Forensics

Diplomate American Academy of Pain Management 2011 and 2016

Diplomate Canadian Academy of Pain Management 2011

Diplomate American Academy of Experts in Traumatic Stress 2010

Diplomate Quantitative Electroencephalogram -qEEG (C) 2021

Diplomate Whiplash Traumatology and Treatment (D) 2022

Fellowship International Academy of Medical Acupuncture 2006

Registered Acupuncturist CTCMPAO 2014

Certification Motor Vehicle Trauma 2011

Certification Pain Management 2010

Certification Acute Traumatic Stress Management 2011

Certification Motor Vehicle Crash – Forensics Risk Analysis 2006

Certification Brain Injury 2009

Certificate Whiplash and Brain Traumatology 2005

Advanced Certificate of Competency Whiplash and Brain Traumatology 2011

NBCE Certified Physiotherapy Competency 2005

BSc. Kinesiology Movement Science 2001  
 BSc. Health Policy and Administration 2001  
 Crash Data Retrieval System Operators (Technician) Certification 2012  
 Crash Data Analysis and Application Certification 2013  
 Certification Accident Investigation 2011  
 Certification Accident Investigation and Reconstruction Level 2 2012  
 Certification Accident Investigation and Reconstruction Level 3 2013

Whiplash Past to Present  
 Excellence in Whiplash Medical  
 Education 2008-Present



**North American  
 SPINE  
 Institute**

First Ever Whiplash Accredited Educational  
 program by Medical and Chiropractic  
 Universities & Organizations

First Accredited Whiplash Program in Multiple  
 Countries: 29

First Whiplash Guidelines Taught in Medical  
 and Chiropractic Accredited CE Programs

Whiplash Evidence Based Guidelines with  
 research up to 2022

NO External Funding in Development of this  
 Whiplash Program or Associated Whiplash  
 Guidelines!

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• **Whiplash Education and Training for Healthcare Professionals:**

• Academic Accreditation and/or Endorsement partners for both Whiplash Programs shown below

• **Dr. Jason Mazarella, DC**

- Whiplash Traumatology & Treatment: A Multidisciplinary Approach to Care.
  - 108 Medical, Chiropractic and AAFP Continuing Education Credit Hours
- Whiplash Traumatology, Neurophysiology, Pain and Treatment Seminar Series: A Multidisciplinary Approach to Care.
  - 32 Medical, Chiropractic, Physical Therapy, and Massage therapy Continuing Education Credit Hours



## Appendix A:

Given the regulatory concerns outlined in this letter, including the CPSO Third Party Medical Reports policy and the statutory scope of practice defined under the Chiropractic Act, 1991, I am formally requesting that you provide a sworn affidavit confirming the following:

1. That chiropractic care, as defined under the Chiropractic Act, 1991, falls outside your regulated scope of practice.
2. That you do not provide chiropractic care, including assessment, diagnosis, treatment planning, or therapeutic intervention, in your clinical practice.
3. That you do not possess recognized expertise equivalent to a licensed chiropractor in determining the clinical appropriateness, necessity, frequency, or duration of chiropractic treatment plans.
4. That any opinions rendered in your third-party review of the chiropractic treatment plan were outside the scope of your regulated practice and should not be relied upon for adjudicating the patient's benefits.

This affidavit is requested to clarify your scope and expertise for regulatory, insurer, and tribunal purposes. Please provide the completed and notarized affidavit within the reasonable deadline of 5 business days from the date this letter was sent.

Failure to comply with this request will leave me with no option but to:

- Submit the matter to the CPSO for review of your adherence to Third Party Medical Report obligations;
- Request disclosure of your billing and practice records to confirm alignment of your clinical services with the benefits under review; and
- Include this correspondence and any non-response in submissions to the Licence Appeal Tribunal (LAT) or other regulatory bodies, demonstrating reliance on an out-of-scope opinion.

I trust that you will treat this request with the seriousness and urgency it warrants, consistent with your regulatory obligations and the principles of professional conduct.

**Sworn Affidavit**

AFFIDAVIT OF DR. [ ]

I, Dr. [ ], of the City of [ ], Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a physician licensed by the College of Physicians and Surgeons of Ontario (CPSO) and currently practise medicine in the specialty of [ ].
2. I was retained by or on behalf of an automobile insurer to provide a third-party medical opinion that was relied upon to deny, limit, or modify a chiropractic treatment plan submitted by a licensed chiropractor for an insured patient.
3. I confirm that I am not licensed by the College of Chiropractors of Ontario and do not practise chiropractic.
4. I confirm that my undergraduate medical education, postgraduate training, and continuing professional development did not include formal training or supervised clinical experience in chiropractic assessment, diagnosis, treatment planning, or therapeutic interventions.
5. I confirm that I do not provide chiropractic care in my clinical practice, nor do I supervise, direct, or deliver chiropractic treatments.
6. I confirm that chiropractic care, as defined under the Chiropractic Act, 1991, falls outside my scope of practice as a physician licensed by the CPSO.
7. I confirm that I do not possess recognized expertise equivalent to that of a licensed chiropractor in determining the clinical appropriateness, necessity, frequency, or duration of chiropractic treatment plans.
8. I affirm that any opinions rendered in my review of the chiropractic treatment plan were outside my regulated scope of practice and should not be relied upon for adjudicating the patient's benefits.
9. I understand that this affidavit may be relied upon by regulators, tribunals, insurers, and courts, and I make this declaration knowing that it has the same force and effect as if made under oath.

SWORN (or AFFIRMED) before me

at the City of \_\_\_\_\_, Province of Ontario

this \_\_\_ day of \_\_\_\_\_, 20.

Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

My compliant to the CPSO was two fold  
Violates my patients Human Rights to Pain Management  
Violates my Human Rights to Fair Employment Opportunity

**Appendix B:**