

AGREEMENT AND UNDERTAKING

BETWEEN:

Dr. Trudy Toews, ND, #1639
(the "Registrant")

- and -

Complaints Director of the College of Naturopathic Doctors of Alberta
(the "Complaints Director")

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WHEREAS:

- a) The College of Naturopathic Doctors of Alberta (the "College") is a body incorporated pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 ("*HPA*").
- b) The Registrant is a regulated member of the College and was a regulated member at all material times.
- c) The Registrant owns four clinics under the Essence Wellness Clinic brand (the "Clinics") in Calgary Alberta. The Clinics employ other naturopathic doctors, acupuncturists and registered massage therapists ("Essence Health Care Practitioners"). The Registrant oversees the administration and record keeping at the Clinics.
- d) On November 16, 2020, the College received a written complaint, (pursuant to s. 54(1) of the *HPA*) from [REDACTED] (the "Complainant"), indicating that the Registrant engaged in conduct that in the opinion of the Complainant was unprofessional conduct.
- e) The former complaints director initiated an investigation into the complaint.
- f) The investigation identified concerns regarding the access the Essence Health Care Practitioners had to patient billing records.
- g) The investigation identified concerns regarding whether patients were made aware that other health care professionals may have access to their patient medical records.
- h) The investigation identified concerns regarding whether patients could decline other health care professionals from accessing their patient medical records.
- i) The investigation cautioned the Clinics that all patient files, including billing records, must be maintained in accordance with the College's *Standard of Practice: Record Keeping*.
- j) The investigation cautioned the Clinics to ensure that naturopathic services are provided in accordance with the principles of naturopathic medicine. These principles are:
 - 1. First, do no harm—*Primum non nocere*
Provide the most effective health care with the least risk.
 - 2. Self-healing power of nature—*Vis medicatrix naturae*
Recognize, respect, and promote the body's inherent power to heal itself.

3. Treat the causes—*Tolle causum*
Strive to diagnose and remove the causes of illness rather than eliminate or suppress symptoms.
 4. Doctor as teacher—*Docere*
Educate patients, inspire rational hope, and encourage self-responsibility for health.
 5. Treat the whole person—*Tolle totum*
Take into account all the influences on health for each person I treat.
 6. Health promotion, the best prevention—*Praevenire*
Promote health as a way to prevent disease for individuals, and local and global communities.
- k) The Complaints Director, under the authority of s. 55(2)(a.1) of the *HPA*, has obtained consent from the Complainant to attempt to resolve the complaint.

IN CONSIDERATION OF the terms and conditions set out herein, the parties hereby agree as follows:

1. The Registrant will provide written confirmation to the Complaints Director, on or before May 1, 2023, that all registered naturopathic doctors have access to complete patient files, including billing and appointment records;
2. The Registrant will provide written confirmation to the Complaints Director, on or before May 1, 2023, that all patients are made aware that other health care professionals and/or administrative staff may have access to their patient medical records and patients may choose to decline that access;
3. The Registrant will provide written confirmation to the Complaints Director, on or before June 1, 2023 that the Clinics have implemented a direct billing policy. That policy will include the following:
 - i. Every registered naturopathic doctor must review and sign off on each direct billing agreement entered into by the Clinics before the services of that registered naturopathic doctor can be direct billed under that agreement; and
 - ii. Every registered naturopathic doctor is promptly provided copies of all correspondence from insurers regarding that registered naturopathic doctor's services.
4. The Registrant will provide written confirmation to the Complaints Director, on or before May 1, 2023, confirming that she has reviewed and understood the following:
 - i. The College's *Code of Ethics*;
 - ii. The College's *Standards of Practice*;
 - and
 - iii. The College's *Guidelines*.
5. The Registrant will provide written confirmation to the Complaints Director, on or before June 1, 2023, confirming she has updated all internal policies and procedures at the Clinics to be compliant with the College's *Standards of Practice*, while recognizing that all naturopathic doctors are responsible for upholding and adhering to the College's *Standards of Practice* in a collaborative care setting;
6. The Registrant will take a College-approved or Complaints Director approved refresher course on Records Keeping and provide evidence to the Complaints Director of course completion on or before September 1, 2023;
7. The Registrant will pay a portion of the costs of the College's investigation and complaints process in the amount of \$2,500 on or before June 1, 2023;
8. Provided that the Registrant complies with all the terms of this Agreement and Undertaking, and successfully completes the requirements outlined above in paragraphs 1 to 7 within the specified time frames, the Complaints Director will not refer the complaint or any of the concerns regarding the Registrant's conduct to a hearing.

9. In the event the Registrant fails to comply with the terms of this Agreement and Undertaking, the Complaints Director may refer that non-compliance and any concerns regarding the Registrant's ongoing conduct to a Hearing Tribunal pursuant to Part 4 of the *HPA*, notwithstanding non-adherence to any time limit set out in the *HPA*;
10. The College may publish information related to the complaint, including this Agreement and Undertaking with the Registrant's name and the Clinics' name, until December 31, 2028;
11. The College will provide a copy of this Agreement and Undertaking to the Complainant;
12. The Registrant acknowledges that this Agreement and Undertaking and the circumstances surrounding the complaint will be used in any future discipline proceedings with the College; and
13. The Registrant acknowledges that the terms of this Agreement and Undertaking will be considered formal reprimand on her file.

I, the Registrant, acknowledge that I have had the opportunity to consult with legal counsel. I hereby acknowledge that I voluntarily enter into this Agreement and Undertaking and I understand that the successful completion of the Agreement and Undertaking will constitute a full and complete resolution of the complaint.

April 5, 2023
Date


Dr. Trudy Toews

April 6, 2023
Date

College of Naturopathic Doctors of Alberta

Per 
Complaints Director