

As from March 7, 2018, the following is imposed as a term, condition and limitation on the certificate of registration held by Dr. David H. Glass, in accordance with an undertaking and consent given by Dr. Glass to the College of Physicians and Surgeons of Ontario:

UNDERTAKING, ACKNOWLEDGEMENT AND CONSENT  
("Undertaking")

of

DR. DAVID HUGHES GLASS  
("Dr. Glass")

to

COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO  
(the "College")

A. PREAMBLE

(1) In this Undertaking:

"Code" means the Health Professions Procedural Code, which is Schedule 2 to the Regulated Health Professions Act, 1991, S.O. 1991, c. 18, as amended;

"Discipline Committee" means the Discipline Committee of the College;

"NMS" means the Drug Program Services Branch, the Narcotics Monitoring System implemented under the Narcotics Safety and Awareness Act, 2010;

"OHIP" means the Ontario Health Insurance Plan;

"Public Register" means the College's register that is available to the public.

(2) I, Dr. Glass, certificate of registration number 55731, am a member of the College. The College has received information regarding my standard of practice.

(3) I, Dr. Glass, acknowledge that I currently practice or have privileges only at Grey Bruce Health Services and South Bruce Grey Health Centre (collectively, my "Practice Locations").

(4) I, Dr. Glass, acknowledge that I do not practice or have privileges at any location, including but not limited to, any hospitals, clinics and offices, in any jurisdiction, other than my Practice Locations.

B. UNDERTAKING

(5) I, Dr. Glass, undertake to abide by the provisions of this Undertaking, effective immediately.

(6) Practice Restrictions

(a) I, Dr. Glass, undertake that I shall not engage in the practice of medicine as the Most Responsible Physician for any patient(s) whatsoever.

(b) I, Dr. Glass, undertake that the entirety of my scope of practice will be limited in the following ways:

(i) I shall only practise medicine as a surgical assistant of a surgeon:

a. certified by the Royal College of Physicians and Surgeons or recognized as a surgical specialist by the College; and

- b. who holds privileges at one of my Practice Locations, or other location as may be approved by the College, (collectively, a "Qualified Surgeon"); and
  - (ii) for further clarity, but without limiting the generality of section (6)(b)(i) above:
    - a. I will not provide any pre-operative or post-operative care whatsoever; and
    - b. a Qualified Surgeon must always be physically in attendance when I am engaging in my practice as a surgical assistant.
  - (c) I, Dr. Glass, undertake that I will not engage in any practice of medicine that is not expressly and specifically listed in section (6)(b) above.
  - (d) I, Dr. Glass, undertake that I will not commence surgical assisting at any other location (other than my Practice Locations) without prior approval of the College. Should I seek privileges to perform surgical assisting at any other location, I shall advise the College within five (5) days of making such application, and shall seek approval to practice surgical assisting at the location at least fourteen (14) days before I plan to commence surgical assisting at that location.
- (7) I, Dr. Glass, undertake that I will submit to, and not interfere with, unannounced inspections of my Practice Locations by a College representative for the purposes of monitoring my compliance with the provisions of this Undertaking.

C. ACKNOWLEDGEMENT

- (8) I, Dr. Glass, acknowledge that all appendices attached to or referred to in this Undertaking form part of this Undertaking.
- (9) I, Dr. Glass, acknowledge and undertake that I shall be solely responsible for payment of all fees, costs, charges, expenses, etc. arising from the implementation of any of the provisions of this Undertaking.
- (10) I, Dr. Glass, acknowledge that I have read and understand the provisions of this Undertaking and that I have obtained independent legal counsel in reviewing and executing this Undertaking, or have waived my right to do so.
- (11) I, Dr. Glass, acknowledge that the College will provide this Undertaking to any Chief of Staff, or a colleague with similar responsibilities, at any Practice Location ("Chief(s) of Staff").
- (12) I, Dr. Glass, acknowledge that a breach by me of any provision of this Undertaking may constitute an act of professional misconduct and/or incompetence, and may result in a referral of specified allegations to the Discipline Committee.
- (13) I, Dr. Glass, acknowledge that this Undertaking constitutes terms, conditions, and limitations on my certificate of registration for the purposes of section 23 of the Code.
- (14) Public Register
  - (a) I, Dr. Glass, acknowledge that, during the time period that this Undertaking remains in effect, this Undertaking shall be posted on the Public Register.
  - (b) I, Dr. Glass, acknowledge that, in addition to this Undertaking being posted in accordance with section (14)(a) above, the following summary shall be posted on the Public Register during the

time period that this Undertaking remains in effect:

Issues were identified with respect to Dr. Glass's standard of practice. As a result, Dr. Glass will only practise as a surgical assistant under the direction of a qualified surgeon. Further, Dr. Glass shall practice only at Grey Bruce Health Services and South Bruce Grey Health Centre.

D. CONSENT

- (15) I, Dr. Glass, give my irrevocable consent to the College to make appropriate enquiries of OHIP and/or any person who or institution that may have relevant information, in order for the College to monitor my compliance with the provisions of this Undertaking.
- (16) I, Dr. Glass, acknowledge that I have executed the OHIP consent form, attached hereto as Appendix "A".
- (17) I, Dr. Glass, give my irrevocable consent to the College to provide all Qualified Surgeon(s) and Chief(s) of Staff with any information arising from the monitoring of my compliance with this Undertaking.
- (18) I, Dr. Glass, give my irrevocable consent to any Qualified Surgeon and any Chief of Staff to disclose to the College, and to one another, all information relevant to this Undertaking and/or relevant for the purposes of monitoring my compliance with this Undertaking.