

UNDERTAKING, ACKNOWLEDGEMENT AND CONSENT
(“Undertaking”)

of

DR. TATIANA FELIPE RAMIREZ
(“Dr. Felipe Ramirez”)

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 Tribunal” means the Ontario Physicians and Surgeons Discipline Tribunal of the College;

“ICR Committee” means the Inquiries, Complaints and Reports Committee of the College;

“OHIP” means the Ontario Health Insurance Plan;

“Ontario Physicians and Surgeons Discipline Tribunal” means the Discipline Committee established under the Code; and

“Public Register” means the College’s register that is available to the public.

(2) I, **Dr. Felipe Ramirez**, certificate of registration number **94639**, am a member of the College.

(3) I, **Dr. Felipe Ramirez**, acknowledge that the College conducted an investigation bearing File Number **CAS-134965-Z4S5Y1** (the “Investigation”) into whether I engaged in professional misconduct and/or am incompetent in my family medicine practice.

B. UNDERTAKING

(4) I, **Dr. Felipe Ramirez**, undertake to abide by the provisions of this Undertaking, effective immediately (“the Effective Date”).

(5) ***Clinical Supervision***

- (a) I, **Dr. Felipe Ramirez**, undertake to practise under the guidance of a clinical supervisor or clinical supervisors acceptable to the College (the “Clinical Supervisor” or “Clinical Supervisors”), for a minimum of three (3) months (“Clinical Supervision”).
- (b) I, **Dr. Felipe Ramirez**, undertake to remain free of any conflict of interest with the Clinical Supervisor.
- (c) I, **Dr. Felipe Ramirez**, acknowledge that I have reviewed the Clinical Supervisor’s undertaking, attached hereto as **Appendix “A”**, and understand what is required of the Clinical Supervisor. The Clinical Supervisor will, at minimum:
 - (i) Facilitate the education program set out in the Individualized Education Plan (“IEP”), attached hereto as **Appendix “B”**;
 - (ii) Review the materials provided by the College and have an orientation session with me, which includes an observation of my practice, including to discuss the objectives for the Clinical Supervision;
 - (iii) Meet with me at my Practice Location, or another location approved by the College, once every month;
 - (iv) Review at least fifteen (15) of my patient charts at every meeting;
 - (v) Discuss any concerns arising from the chart reviews;
 - (vi) Make recommendations to me for practice improvements and ongoing professional development and inquire into my compliance with the recommendations;
 - (vii) Perform any other duties, such as reviewing other documents or conducting interviews with staff or colleagues, that the Clinical Supervisor deems necessary to my Clinical Supervision;
 - (viii) Submit written reports to the College at least once every month for three (3) months or more frequently if the Clinical Supervisor has concerns about my standard of practice; and
 - (ix) Remain free of any conflict of interest with me.
- (d) I, **Dr. Felipe Ramirez**, acknowledge that the charts reviewed shall be selected by the Clinical Supervisor based on the educational needs identified in the IEP, attached hereto as **Appendix “B”**, as well as the areas of concern identified in the reports of the assessor dated February 28, 2022, and June 22, 2022, and concerns that may arise during the period of Clinical Supervision.

- (e) I, **Dr. Felipe Ramirez**, undertake to cooperate fully with the Clinical Supervision of my practice, conducted under the term of this Undertaking and **Appendix “A”** to this Undertaking, and to abide by the recommendations of my Clinical Supervisor, including but not limited to, any recommended practice improvements and ongoing professional development.
- (f) I, **Dr. Felipe Ramirez**, undertake to ensure that **Appendix “A”** to this Undertaking is signed and delivered to the College within thirty (30) days of the date I execute this Undertaking.
- (g) I, **Dr. Felipe Ramirez**, undertake that if a person who has given an undertaking in **Appendix “A”** to this Undertaking is unable or unwilling to continue to fulfill its provisions, I shall, within twenty (20) days of receiving notice of same, obtain an executed undertaking in the same form from a similarly qualified person who is acceptable to the College and ensure that it is delivered to the College within that time.
- (h) I, **Dr. Felipe Ramirez**, undertake that if I am unable to obtain a Clinical Supervisor on the provisions set out under sections (6)(f) and/or (g) above, I will cease practicing medicine until such time as I have obtained a Clinical Supervisor acceptable to the College.
- (i) I, **Dr. Felipe Ramirez**, acknowledge that if I am required to cease practise as a result of section (6)(h) above this will constitute a term, condition or limitation on my certificate of registration and that term, condition or limitation will be included on the public register.

(6) ***Professional Education***

- (a) I, **Dr. Felipe Ramirez**, undertake to participate in and successfully complete all aspects of the detailed IEP, attached hereto as **Appendix “B”**, including all of the following professional education (the “Professional Education”):
 - (i) [Medical Record Keeping Program, University of Toronto](#);
 - (ii) [Delegation and Supervision eLearning Module, CMPA](#).
 - (iii) Review, reflection, and discussion with Clinical Supervisor(s) of the following policies and other self-study:
 1. [Medical Records Documentation, College Policy](#);
 2. [Delegation of Controlled Acts, College Policy](#);
 3. [Prescribing Drugs, College Policy](#);
 4. [Managing Tests, College Policy](#); and

5. [Best Advice, Panel Size, College of Family Physicians of Canada.](#)

- (iv) Review, reflection, written summary and discussion with Clinical Supervisor(s) of the following policies and other self-study:

- 1. [The Practice Guide, College of Physicians and Surgeons of Ontario](#)

- (v) any additional professional education recommended by my Clinical Supervisor.
- (b) I, **Dr. Felipe Ramirez**, undertake to provide proof to the College of my successful completion of the Professional Education, including proof of registration and attendance and participant assessment reports, within one (1) month of completing it. I acknowledge that the College will determine, in its sole discretion, whether I have successfully completed the Professional Education.
- (c) I, **Dr. Felipe Ramirez**, undertake to complete this requirement by six (3) months or, if no satisfactory program is available by that time, by the first possible opportunity thereafter.
- (d) I, **Dr. Felipe Ramirez**, acknowledge that a report or reports may be provided to the College regarding my progress and compliance with the Professional Education.
- (e) I, **Dr. Felipe Ramirez**, acknowledge that if any of the programs listed above become unavailable, substitution requests will be reviewed by the College and the College will determine in its sole discretion whether substitution is appropriate.

(7) ***Reassessment of Practice***

- (a) I, **Dr. Felipe Ramirez**, undertake that, approximately six (6) months after the completion of the Clinical Supervision set out in section (5) above and **Appendix “A”** to this Undertaking, and the completion of the Professional Education set out in section (6) above, I will submit to a reassessment of my practice (“the Reassessment”) by an assessor or assessors selected by the College (the “Assessor” or “Assessors”). I acknowledge that the Reassessment may include a chart review of a minimum of fifteen (15) charts, direct observation of my care, interviews with me, colleagues and co-workers, feedback from patients, and any other tools deemed necessary by the College.
- (b) I, **Dr. Felipe Ramirez**, undertake to co-operate fully with the Reassessment, conducted under the term of this Undertaking.
- (c) I, **Dr. Felipe Ramirez**, acknowledge that my Clinical Supervisor may receive and review the findings of the Assessor, and may discuss with the Assessor any issues or concerns arising from the Reassessment.

- (d) I, **Dr. Felipe Ramirez**, acknowledge that the results of the Reassessment will be provided to me and reported to the College and the Reassessment may form the basis of further action by the College.

(8) ***Monitoring***

- (a) I, **Dr. Felipe Ramirez**, undertake to inform the College of each and every location at which I practice, delegate, or have privileges, including, but not limited to, any hospitals, clinics, offices, and any Out-of-Hospital Premises or Independent Health Facilities with which I am affiliated, in any jurisdiction (collectively my “Practice Location” or “Practice Locations”), within five (5) days of executing this Undertaking. Going forward, I further undertake to inform the College of any and all new Practice Locations within five (5) days of commencing practice at that location.
- (b) I, **Dr. Felipe Ramirez**, undertake that I will submit to, and not interfere with, unannounced inspections of my Practice Locations and patient records by a College representative for the purposes of monitoring my compliance with the provisions of this Undertaking.
- (c) I, **Dr. Felipe Ramirez**, give my irrevocable consent to the College to make appropriate enquiries of OHIP, NMS 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.
- (d) I, **Dr. Felipe Ramirez**, acknowledge that I have executed the OHIP and NMS consent forms, attached hereto as **Appendix “C”** and **Appendix “D”**, respectively.

C. ACKNOWLEDGEMENT

- (9) I, **Dr. Felipe Ramirez**, acknowledge that all appendices attached to or referred to in this Undertaking form part of this Undertaking.
- (10) I, **Dr. Felipe Ramirez**, 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.
- (11) I, **Dr. Felipe Ramirez**, 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.
- (12) I, **Dr. Felipe Ramirez**, acknowledge that the College will provide this Undertaking to any Chief of Staff, or a colleague with similar responsibilities, at any Practice Location (“Chief of Staff” or “Chiefs of Staff”).
- (13) I, **Dr. Felipe Ramirez**, 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 Tribunal of the College.

(14) I, **Dr. Felipe Ramirez**, acknowledge that this Undertaking constitutes terms, conditions, and limitations on my certificate of registration for the purposes of section 23 of the Code.

(15) ***Public Register***

(a) I, **Dr. Felipe Ramirez**, acknowledge that, during the time period that this Undertaking remains in effect, this Undertaking shall be posted on the Public Register.

(b) I, **Dr. Felipe Ramirez**, acknowledge that, in addition to this Undertaking being posted in accordance with section (16)(a) above, the following summary shall be posted on the Public Register during the time period that this Undertaking remains in effect:

A College investigation was conducted into whether Dr. Felipe Ramirez engaged in professional misconduct or is incompetent in her practice of family medicine. As a result of the investigation:

Dr. Felipe Ramirez will practise under the guidance of a Clinical Supervisor acceptable to the College for at least three (3) months.

Dr. Felipe Ramirez will engage in professional education including in the areas of: delegation and supervision, medical record keeping and documentation, delegation of controlled acts, prescribing drugs and managing tests.

Dr. Felipe Ramirez's practice will be reassessed by an assessor selected by the College six (6) months after the end of the period of Clinical Supervision.

(c) I, **Dr. Felipe Ramirez**, acknowledge that this Undertaking remains in effect until the College determines its terms are satisfied.

D. CONSENT

(16) I, **Dr. Felipe Ramirez**, give my irrevocable consent to the College to provide the following information to any person who requires this information for the purposes of facilitating my completion of the Professional Education and to all Clinical Supervisors, and/or Assessors:

(a) any information the College has that led to the circumstances of my entering into this Undertaking;

(b) any information arising from any investigation into, or assessment of, my practice; and

(c) any information arising from the monitoring of my compliance with this Undertaking.

- (17) I, **Dr. Felipe Ramirez**, give my irrevocable consent to the College to provide all Chiefs of Staff with any information the College has that led to the circumstances of my entering into this Undertaking and/or any information arising from the monitoring of my compliance with this Undertaking.
- (18) I, **Dr. Felipe Ramirez**, give my irrevocable consent to any persons who facilitate my completion of the Professional Education, and to all Clinical Supervisors, Chiefs of Staff and Assessors, to disclose to the College, and to one another, any of the following:
- (a) any information relevant to this Undertaking;
 - (b) any information relevant to the provisions of the Clinical Supervisor's undertaking set out at **Appendix "A"** to this Undertaking;
 - (c) any information relevant to the Reassessment;
 - (d) any information relevant for the purposes of monitoring my compliance with this Undertaking; and/or
 - (e) any information which comes to their attention in the course of providing the Professional Education and which they reasonably believe indicates a potential risk of harm to my patients.