

UNDERTAKING, ACKNOWLEDGEMENT AND CONSENT
(“Undertaking”)

of

DR. RICHARD HENRY
(“Dr. Henry”)

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;

“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;

“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. Henry**, certificate of registration number **63132**, am a member of the College.

(3) I, **Dr. Henry**, acknowledge that I entered into an undertaking with the College dated May 7, 2019 (the “May 2019 Undertaking”) in which I agreed to undergo professional education and submit to a reassessment of my chronic pain management practice.

(4) I, **Dr. Henry**, acknowledge that I ceased practicing chronic pain management as of August 2018, and that the reassessment of my practice, as contemplated by the May 2019 Undertaking, did not take place.

(5) I, **Dr. Henry**, acknowledge that this Undertaking supersedes and replaces the May 2019 Undertaking.

B. UNDERTAKING

- (6) I, **Dr. Henry**, undertake to abide by the provisions of this Undertaking, effective immediately.
- (7) I, **Dr. Henry**, undertake that I shall not practice chronic pain management until each and every one of the following conditions has been met:
 - (i) I provide a minimum of forty-five (45) days' notice to the College in writing of my intent to return to the practice of chronic pain management; and
 - (ii) The College approves my return to practice in chronic pain management.
- (8) I, **Dr. Henry**, undertake to comply with the requirements set out in the [Ensuring Competence: Changing Scope of Practice and/or Re-entering Practice](#) policy.
- (9) I, **Dr. Henry**, undertake that upon my return to practice in chronic pain management, I shall be subject to a reassessment of my practice, as set out in paragraph (10) of this Undertaking below.
- (10) ***Reassessment of Practice***
 - (a) I, **Dr. Henry**, undertake that, approximately six (6) months upon resuming practice in chronic pain management, 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, and may also include direct observation of my care of patients, an interview with me, interviews with colleagues and co-workers, feedback from patients, and any other tools deemed necessary by the College.
 - (b) I, **Dr. Henry**, undertake to co-operate fully with the Reassessment, conducted under the terms of this Undertaking.
 - (c) I, **Dr. Henry**, 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.
- (11) ***Monitoring***
 - (a) I, **Dr. Henry**, 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 and 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. Henry**, 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. Henry**, 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. Henry**, acknowledge that I have executed the OHIP and NMS consent forms, attached hereto as **Appendix “A” and Appendix “B”**, respectively.

C. ACKNOWLEDGEMENT

- (12) I, **Dr. Henry**, acknowledge that all appendices attached to or referred to in this Undertaking form part of this Undertaking.
- (13) I, **Dr. Henry**, 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.
- (14) I, **Dr. Henry**, 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.
- (15) I, **Dr. Henry**, 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”).
- (16) I, **Dr. Henry**, 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.
- (17) I, **Dr. Henry**, acknowledge that this Undertaking constitutes terms, conditions, and limitations on my certificate of registration for the purposes of section 23 of the Code.
- (18) ***Public Register***
 - (a) I, **Dr. Henry**, acknowledge that, during the time period that this Undertaking remains in effect, this Undertaking shall be posted on the Public Register.
 - (b) I, **Dr. Henry**, acknowledge that, in addition to this Undertaking being posted in accordance with section (18)(a) above, the following summary shall be posted on the Public Register during the time period that this Undertaking remains in effect:

Dr. Henry does not practice chronic pain management.

Dr. Henry shall notify the College, in writing, at least forty-five (45) days prior to his intention to return to practice in chronic pain management.

Upon Dr. Henry's return to practice in chronic pain management, his practice will be reassessed by an assessor selected by the College.

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

D. CONSENT

- (19) I, **Dr. Henry**, 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 Reassessment:
 - (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.
- (20) I, **Dr. Henry**, 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.
- (21) I, **Dr. Henry**, give my irrevocable consent to any persons who facilitate my completion of the Reassessment, and to all, 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 Reassessment;
 - (c) any information relevant for the purposes of monitoring my compliance with this Undertaking; and/or
 - (d) 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.