

**SUMMARY of the Decision of the Inquiries, Complaints and Reports Committee
(the Committee)**
(Information is available about the complaints process [here](#) and about the Committee [here](#))

**Dr. Jai Jayaraman (CPSO# 78814)
(the Respondent)**

INTRODUCTION

In 2017, the Respondent entered into a contract with a third party related to his health and, in 2018, he entered into an undertaking with the College whereby he agreed, in part:

- to fully comply with the requirements of the third-party contract;
- that if he terminated his relationship with the third party, or if he fails to fully comply with his third-party contract, such action may constitute a breach of the undertaking, and an act of professional misconduct; and,
- upon any breach of the third-party contract, he will cease practising medicine immediately and will confirm this to the College.

In June 2021, the third party advised the College that they were terminating their contractual agreement with the Respondent due to concerns about the Respondent's ability to abide by the contract. In September 2021, the Respondent's employers advised that the Respondent worked as a physician the day after the third party terminated their contract with the Respondent, at which time the Respondent was supposed to have ceased to practise medicine, as per the terms of his undertaking with the College.

In September 2021, the Committee approved the Registrar's appointment of investigators under Section 75(1)(a) of the *Health Professions Procedural Code* (the Code), to examine whether the Respondent, in his emergency medicine practice and in compliance with his Undertaking to the College, engaged in professional misconduct or is incompetent.

COMMITTEE'S DECISION

The Committee considered this matter at its meeting of January 11, 2023. For the reasons set out below, the Committee required the Respondent to appear before the Committee to be cautioned with respect to diligently following third party contracts and College undertakings.

COMMITTEE'S ANALYSIS

As part of this investigation, the Committee obtained information from the third party with respect to the Respondent's adherence to the third-party contract. Based on the information provided, it was clear to the Committee that the Respondent was not

diligently abiding by the terms of his contract with the third party and was not cooperative or forthcoming with multiple requests to provide necessary information to the third party.

Additionally, the Committee was of the view that the Respondent was not sufficiently mindful of his responsibilities under his undertaking with the College when he returned to work following the termination of his third-party contract. The Committee acknowledged that the third party did not make it expressly clear to the Respondent when they would be terminating their contract with him. However, the Respondent was aware before he returned to work that the termination would be occurring soon. Before returning to work, the Respondent should have ensured his eligibility to do so.

The Committee also acknowledged the efforts the Respondent has made towards maintaining his health and acknowledged that there may have been some difficulties related to his adherence to the third-party contract which were beyond his control. The Committee also noted the Respondent's concerning history with the College, which included previous investigations into the Respondent's adherence to third-party contracts and a College undertaking. The Committee previously cautioned the Respondent in March 2016 with respect to his unprofessional conduct in breaching his obligations with the College.

Taking all of the above into consideration, the Committee determined that it was appropriate to caution the Respondent.