

UNDERTAKING, ACKNOWLEDGEMENT AND CONSENT
(“Undertaking”)

of

DR. MICHAEL FREDERICK HART
(“Dr. Hart”)

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;

“OHIP” means the Ontario Health Insurance Plan;

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

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

(2) I, **Dr. Hart**, certificate of registration number **94570**, am a member of the College.

(3) I, **Dr. Hart**, acknowledge that the College conducted an investigation bearing File Number CAS-368460-Y4P7S8 (the “Investigation”) into whether I engaged in professional misconduct and/or am incompetent in my family practice and in my conduct.

(4) I, **Dr. Hart**, acknowledge that, in addition to accepting this Undertaking, the College will also deliver a caution in person.

B. UNDERTAKING

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

(6) ***Practice Restrictions***

- (a) I, **Dr. Hart**, undertake that I will not engage in IV Infusion Therapy.

(7) ***Posting a Sign***

- (a) I, **Dr. Hart**, undertake that I shall post a sign in all waiting rooms, examination rooms and consulting rooms, in all my Practice Locations, in a clearly visible and secure location, at all times whether or not I am physically present at the Practice Location, in the form set out at Appendix “A.” For further clarity, this sign shall state as follows: “Dr. Hart will not engage in IV Infusion Therapy. Further information may be found on the College of Physicians and Surgeons of Ontario website at www.cpsso.on.ca”.
- (b) I, **Dr. Hart**, undertake to post a certified translation in any language in which I provide services, of the sign described in section (7)(a) in all waiting rooms of all my Practice Locations, in a clearly visible and secure location, in the form set out at Appendix “A.”
- (c) I, **Dr. Hart**, undertake to provide the certified translation described in section (7)(b), to the College within thirty (30) days of executing this Undertaking.
- (d) I, **Dr. Hart**, undertake that if I elect, after the execution of this Undertaking, to provide services in any other language, I will notify the College prior to providing any such services.
- (e) I, **Dr. Hart**, undertake to provide to the College the certified translation described in section (7)(b) prior to beginning to provide services in any language described in section (7)(d).

(8) ***Professional Education***

- (a) I, **Dr. Hart**, 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) PROBE: Ethics & Boundaries Program, by receiving a passing evaluation or grade, without any condition or qualification. I, **Dr. Hart**, will agree to abide by any recommendations of the PROBE program.
- (b) I, **Dr. Hart**, 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. Hart**, undertake to complete this requirement within three (3) months, or, if no satisfactory program is available by that time, by the first possible opportunity thereafter.
- (d) I, **Dr. Hart**, acknowledge that a report or reports may be provided to the College regarding my progress and compliance with the Professional Education.
- (e) I, **Dr. Hart**, 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.

(9) ***Monitoring***

- (a) I, **Dr. Hart**, 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. Hart**, undertake that I will submit to, and not interfere with, unannounced inspections of my Practice Locations and patient charts by a College representative for the purposes of monitoring my compliance with the provisions of this Undertaking.
- (c) I, **Dr. Hart**, 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.
- (d) I, **Dr. Hart**, acknowledge that I have executed the OHIP consent form, attached hereto as Appendix “C”.

C. ACKNOWLEDGEMENT

- (10) I, **Dr. Hart**, acknowledge that all appendices attached to or referred to in this Undertaking form part of this Undertaking.
- (11) I, **Dr. Hart**, 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.
- (12) I, **Dr. Hart**, 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.

- (13) I, **Dr. Hart**, 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”).
- (14) I, **Dr. Hart**, 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.
- (15) I, **Dr. Hart**, acknowledge that this Undertaking constitutes terms, conditions, and limitations on my certificate of registration for the purposes of section 23 of the Code.
- (16) ***Public Register***
- (a) I, **Dr. Hart**, acknowledge that, during the time period that this Undertaking remains in effect, this Undertaking shall be posted on the Public Register.
- (b) I, **Dr. Hart**, 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. Hart engaged in professional misconduct and/or was incompetent in the practice of family medicine and in his conduct. As a result of the investigation:

Dr. Hart will not engage in IV Infusion Therapy.

Dr. Hart shall post a clearly visible sign in the waiting rooms, examination rooms and consulting rooms of all Practice Locations, which states as follows: “Dr. Hart will not engage in IV Infusion Therapy. Further information may be found on the College of Physicians and Surgeons of Ontario website at www.cpsso.on.ca”.

D. CONSENT

- (17) I, **Dr. Hart**, 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.