



COLLEGE OF
CHIROPRACTORS
— OF ALBERTA —

Agreement and Undertaking Admission and Orders of:

Dr. John Battershill

On:

April 21, 2020

Posting expiration date:

April 21, 2030

AGREEMENT AND UNDERTAKING

BETWEEN

John Battershill
("Dr. Battershill")

--and--

The Alberta College and Association of Chiropractors
("The College")

WHEREAS:

1. The College is a body incorporated pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 ("HPA") and is the regulatory body for the profession of chiropractic;
2. Dr. Battershill is a regulated member of the College;
3. The College has received responses, to an email sent by Dr. Battershill on March 18, 2020, expressing concern with the content of this email relating to the COVID-19 pandemic.
4. In response to these concerns the Complaints Director, of the College, pursuant to s. 56 of the *HPA*, treated that information as a complaint (the "Complaint") and opened an investigation into Dr. Battershill under the grounds of unprofessional conduct as follows:
 - a. Dr. Battershill distributed an email to past and present patients, of Revelation Health Centre, in contravention of the:
 - i. *Health Professions Act*
 - ii. *Standards of Practice*
 - iii. *Code of Ethics*
 - iv. *College Advertising Directive*
 - v. *College Directives regarding COVID-19 Communication*
5. By way of communication, the Complaints Director spoke with Dr. Battershill on March 19, 2020 to advise that he was opening a complaint. A letter dated March 19, 2020 was emailed, and couriered, to Dr. Battershill opening complaint number 20-04. The Complaints Director sought a response to the Complaint from Dr. Battershill.
6. The College Registrar contacted Dr. Battershill on March 19, 2020, as other concerns were received, to advise Dr. Battershill that an apology email would be required to be sent, to the original email list, correcting the misleading information that was provided.
7. This email was provided to the Registrar, on March 19, 2020 for review and following approval was distributed, by Dr. Battershill, to the original email distribution list.
8. On March 20, 2020 Dr. Battershill requested information on the statutes in question and a copy of the COVID-19 directive which was provided to him on the same day.

9. Dr. Battershill provided email correspondence that the information had not been received and a subsequent email explaining that the communication had been received in the junk folder of his email application.
10. Dr. Battershill emailed, the Complaints Director, on March 23, 2020 apologizing for his actions and offering no defense to the Complaint.
11. Based on the Complaint, the Complaints Director believes that there is sufficient evidence of unprofessional conduct to refer these matters to a hearing, but no referral has been made as of yet.
12. The Complaints Director, pursuant to section 55 (2) (a.1) of the *HPA*, has proposed this Agreement and Undertaking, to Dr. Battershill, in an attempt to resolve the Complaint as an alternative to this matter proceeding to a hearing.

IN CONSIDERATION OF the terms and conditions set out herein, the College and Dr. Battershill hereby agree as follows:

1. Dr. Battershill hereby acknowledges that he:
 - a. Contravened the *Health Professions Act s. 1 (1) (pp) (i)* by displaying a lack of knowledge or of skill or judgement in the provision of professional services. During the COVID-19 pandemic, Dr. Battershill provided communication negating the seriousness of the environment and options for unscientific treatment methods.
 - b. Contravened the *Standards of Practice 1.0 Advertising, Promotions, and Presentations* by providing communication that was not considerate of the overall integrity and reputation of the profession.
 - c. Contravened the *Code of Ethics Article B5: Advertising and Promotional Activities* by making statements that were subjective and not objectively verifiable.
 - d. Contravened the *College Advertising Directive* by suggesting treatment information related to the COVID-19 pandemic.
 - e. Contravened the *College Directives regarding COVID-19 Communication* – Beginning March 5, 2020, ongoing communication and directives have been sent, by the ACAC, to its regulated members outlining that Chiropractors should not be publicly commenting on COVID-19. This includes public speaking, on-line formats, clinic posters, flyers and newsletters, or offering personal opinion as a Chiropractor.

and further acknowledges and admits that his conduct constitutes unprofessional conduct and is deserving of sanction.

2. Dr. Battershill hereby acknowledges that, in consideration of the acknowledgements and admissions noted above and the College staying a referral of the Complaint to a Part 4 *HPA* hearing tribunal, he agrees to the following:
 - a. Dr. Battershill will review the advertising directive and all materials related to the COVID-19 pandemic and provide email confirmation, to the Complaints Director, no later than **April 30, 2020**, that this is complete.
 - b. That as per ACAC Bylaw 13, and the requirements of the *HPA*, the conduct that resulted in this Agreement and Undertaking must be published.

- c. Concurrent with the execution of this Agreement and Undertaking, Dr. Battershill will, within 30 days of receipt of invoice, pay the College the costs incurred by it on this matter, which for the purpose of this Agreement are defined as **\$2500.00**. Failure to pay these costs will result in debt owing to the College, and payment of those costs shall be a requirement for completion of Dr. Battershill's annual practice permit renewal.
- d. The College will be at liberty to publish any, or all, of the information contained in this Agreement and Undertaking (including Dr. Battershill's name), in the Registrar's Annual Report to the membership, the bi-monthly Registrar's Report.
- e. Should the College receive an inquiry from any member of the public, regarding Dr. Battershill's complaint history, the College will be at liberty to provide a copy of this Agreement and Undertaking.
- f. In the event that Dr. Battershill fails to comply with the terms of this Agreement and Undertaking, Dr. Battershill agrees and acknowledges that the Complaints Director may refer that non-compliance and the Complaint to a hearing before a Hearing Tribunal pursuant to Part 4 of the HPA.
- g. If a further complaint is received by the College, after the date of this Agreement and Undertaking, and the complaint results in a hearing before the Hearing Tribunal, with a finding of unprofessional conduct being made against Dr. Battershill, that the circumstances surrounding the Complaint and this Agreement and Undertaking may be provided to, and considered by, the Hearing Tribunal for the purpose of determining a penalty.


I, John Battershill, have had the opportunity to seek legal advice in relation to this matter, and hereby acknowledge that I voluntarily enter into this Agreement and Undertaking with the College.

April 17, 20
Date


Dr. John Battershill

April 21, 20
Date

Alberta College and Association of Chiropractors


David Lawrence, Complaints Director