



— COLLEGE OF —
CHIROPRACTORS
— OF ALBERTA —

Agreement and Undertaking Admission and Orders of:

Dr. Torben Jensen

On:

March 04, 2022

Posting expiration date:

March 04, 2032

AGREEMENT AND UNDERTAKING

DATED THIS 4th DAY OF MARCH 2022

BETWEEN

Dr. Torben Jensen
(“Dr. Jensen”)

--and--

The College of Chiropractors of Alberta
(“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. Jensen is a regulated member of the College.
3. [REDACTED] attended Dr. Jensen’s clinic for an initial visit on June 3, 2021. [REDACTED] was a new patient and Dr. Jensen performed a new patient exam. [REDACTED] reason(s) for visit included pain, stiffness, discomfort in neck, and lower back. The College received a written complaint from [REDACTED] on September [REDACTED] 2021, in which [REDACTED] alleged that during the interaction with Dr. Jensen he:
 - a. Made unprofessional and disrespectful comments towards [REDACTED] including referring to [REDACTED] as “pookie”, referring to [REDACTED] as having “sexy calves”, “sexy thighs” and “a cute little ski jump bum”.
 - b. Did not maintain a professional boundary between Doctor and Patient.
 - c. When asked by [REDACTED] during treatment if this was how all his patients were treated his reply was unprofessional in stating that “As a matter of fact it is – is it too much for you?”
 - d. Did not respect the time constraints of his patient and did not address this in a professional manner.
 - e. Conducted himself in vast contrast to the “cordial and professional treatment” received from other health professionals.
 - f. Was a poor representative of himself, his profession, and his colleagues as part of the College or Chiropractors of Alberta.
 - g. Caused his patient, [REDACTED] to have feelings of shock, confusion, anger, concern, and sadness following his interaction with [REDACTED](the “Complaint”)
4. By way of correspondence dated September 29, 2021, the Complaints Director of the College informed Dr. Jensen of the Complaint and sought a response to the allegations. The Complaints Director opened CCOA Complaint # 21-10.

5. Dr. Jensen provided a written response, received by the Complaints Director on October 7, 2021, in which he acknowledged that he:
 - a. Did assess and treat patient [REDACTED] on June 3, 2021.
 - b. Did reflect on the choice of words used in the treatment room and recognizes that the chosen communication was "foolish" and is "saddened and embarrassed" by his behavior.
 - c. Used the language indicated in the complaint submitted by [REDACTED]
6. The College appointed [REDACTED] as the Investigator to investigate the Complaint of [REDACTED]
7. Dr. [REDACTED] as the Investigator, submitted an investigation report to the Complaints Director.
8. The Complaints Director believes that there is sufficient evidence of unprofessional conduct to refer the matter(s) to a hearing, but no referral has been made yet and a hearing has not been held.
9. The Complaints Director, under the authority of s.55(2)(a.1) of the HPA, has obtained consent from [REDACTED] to attempt to resolve the Complaint as an alternative to this matter proceeding to a hearing.
10. The Complaints Director, under the authority of s.55(2)(a.1) of the HPA, has proposed this Agreement and Undertaking to Dr. Jensen in an attempt to resolve the Complaint as an alternative to this matter proceeding to a hearing.

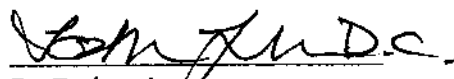
IN CONSIDERATION OF the terms and conditions set out herein, the College and Dr. Jensen hereby agree as follows:

1. Dr. Jensen hereby acknowledges that:
 - a. He failed in his professional duty to ensure that he treated his patient [REDACTED] with dignity and respect and maintain professional communication. Communication with patients must be professional in its content and presentation, and of a nature that does not inappropriately evoke concern or fear – according to Standard of Practice 1.2 – Professional Communication.
 - b. He failed in his professional duty to maintain professional boundaries with his patient [REDACTED]. Dr. Jensen is accountable and responsible to act in the patient's best interest and to manage the boundaries within the doctor-patient relationship and to recognize that each patient's boundaries will be unique to their own experience – according to Standard of Practice 6.1 – Professional Boundaries with Patients. It should be noted, and Dr. Jensen hereby acknowledges, that there are certain boundaries that are universally applied to all patients and sexualizing a patient in any way by deed, or comment, would be considered a boundary violation for any patient.

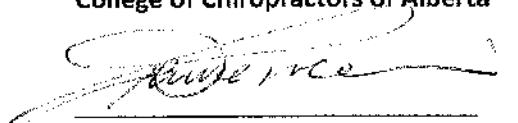
- c. He failed in his professional duty in representing the Chiropractic Profession in support of self-regulation. The Government of Alberta has granted the chiropractic profession the privilege of self-regulation. This responsibility is borne by all chiropractors thereby increasing the public trust of chiropractors and strengthening the profession – according to Code of Ethics Article C1 – Support of Self-Regulation of the Profession.
 - d. He failed in his professional duty to obtain informed, and expressed consent, from his patient [REDACTED] during the treatment. During the investigation it was determined that Dr. Jensen did not receive signed informed consent from [REDACTED] prior to treatment – according to Standard of Practice 3.0 – Provision of Information and Code of Ethics Article A5 – Informed Choice and Consent for Treatment.
2. Dr. Jensen hereby acknowledges that, in consideration of the violations noted, he will:
 - a. Pay a global fine of \$2,500.00, plus pay the final costs of this investigation, payable to the CCOA within 60 days after the date of this Agreement and Undertaking.
 - b. Successfully complete the PROBE: Ethics and Boundaries Program – Canada, at his cost, within six months of the date of this Agreement and Undertaking.
 - c. Within 30 days of the completion of the PROBE Course he will provide the Complaints Director with a written reflection, to the satisfaction of the Complaints Director, of non-compliant practices relevant to patient interactions and will adapt to the expectations of the profession.
 - d. Be aware that subject to “Bylaw 8.1 – Publication of Conduct Hearings, Appeals, and Agreement and Undertakings” the conduct that resulted in this Agreement and Undertaking must be published, including his name but not the name or any identifying particulars concerning [REDACTED]. The publication period is ten years from the date of this Agreement.
3. The College will advise [REDACTED] in writing, of the contents of this Agreement and Undertaking.
4. Failure to complete the orders in parts 2(a), 2(b), or 2(c) will lead to this Complaint being referred to a hearing with any charge(s) as determined by the Complaints Director. Failure to pay the costs outlined in part 2(a) will result in a debt owing to the College and will result in a suspension of Dr. Jensen’s Permit to Practice.
5. Should the College become aware that Dr. Jensen is seeking registration or has obtained registration as a chiropractor with another chiropractic regulatory body in any other jurisdiction, the College will be at liberty to provide a copy of the letter of complaint (referred to in Whereas paragraph 3 herein) and a copy of this Agreement and Undertaking, to the regulatory body.
6. The College will be at liberty to publish any or all the information contained in this Agreement and Undertaking (including Dr. Jensen’s name), in the Registrar’s Annual Report to the membership, and the bi-monthly Registrar’s Report.

7. Should the College receive an inquiry from any member of the public regarding Dr. Jensen's complaint history, the College will be at liberty to provide a copy of this Agreement and Undertaking.
8. Dr. Jensen, hereby requests, and the College hereby agrees, to stay its investigations and proceedings with respect to the Complaint.
9. In the event that Dr. Jensen fails to comply with the terms of this Agreement and Undertaking, Dr. Jensen agrees and acknowledges that the Complaints Director may refer the Complaint to a hearing before a Hearing Tribunal pursuant to Part 4 of the *HPA*, notwithstanding non-adherence to any time limit referred to in the *HPA*.
10. Dr. Jensen agrees that a failure to comply with any part of this Agreement and Undertaking constitutes a failure to comply with all of this Agreement and Undertaking.
11. Dr. Jensen acknowledges that if a further complaint is received by the College after the date of this Agreement and Undertaking, and that complaint results in a hearing before a Hearing Tribunal with a finding of unprofessional conduct being made against Dr. Jensen, that the circumstances surrounding the Complaint and a copy of this Agreement and Undertaking may be provided as evidence to and considered by the Hearing Tribunal for the purposes of determining penalty.

I, Torben Jensen, 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.


Dr. Torben Jensen

College of Chiropractors of Alberta


David Lawrence, Complaints Director