



COLLEGE OF
CHIROPRACTORS
— OF ALBERTA —

Agreement and Undertaking Admission and Orders of:

Dr. Daniel Headington

On:

July 06, 2020

Posting expiration date:

July 6, 2030

AGREEMENT AND UNDERTAKING

BETWEEN

Daniel Headington
("Dr. Headington")

--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");
2. Dr. Headington is a regulated member of The College;
3. [REDACTED] attended Dr. Headington's office, for an initial visit on January 22, 2019 expressing the reasons for her appointment for maintenance, as [REDACTED] and a desired outcome of better flexibility and reduced inflammation. The College received a written complaint from [REDACTED] dated February 20, 2019, in which [REDACTED] alleged that on the January 29, 2019 visit:
 - a) Dr. Headington, without explanation or expressed consent, placed his ungloved hand down the front of her pants and began to palpate and massage her pelvic area.
 - b) Dr. Headington, without explanation, or expressed consent, placed his hand inside the back of [REDACTED] shirt.
 - c) Dr. Headington, without explanation or expressed consent, placed his hand inside the back of [REDACTED] pants above her left buttock.
4. By way of correspondence dated March 4, 2019, the Complaints Director of The College informed Dr. Headington of the complaint and sought a response to the complaint. The Complaints Director opened College Complaint number 19-02.
5. Dr. Headington provided a written response, received by the Complaints Director on March 29, 2019, in which he acknowledges that he:
 - a. Did assess and treat patient [REDACTED] on January 22, 2019 with complaint bilateral hamstring tightness, groin tightness, lower back and some interscapular tightness and a secondary complaint of right ankle and calf tightness and occasional ankle locking.
 - b. Received signed consent from [REDACTED] and that, in his view, cooperation from [REDACTED] demonstrated implied consent.
6. The College appointed Dr. [REDACTED] as the Investigator to investigate the complaint of [REDACTED] on May 6, 2019.
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 matters referred to in section 3 (hereinafter referred to as "the Complaint") to a hearing, but no referral has been made as of 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. Headington 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. Headington hereby agree as follows:

1. Dr. Headington hereby acknowledges that he did:
 - a) Fail in his professional duty with respect to disclosing to the patient during treatment the purpose for the treatment, the nature of the proposed treatment, including the opportunity for [REDACTED] to ask questions concerning the treatment. Specifically, this represents a failure to obtain consent from [REDACTED] during her treatment according to Standards of Practice 3.1 – Informed Consent.
 - b) Fail in his professional duty in maintaining professional boundaries with [REDACTED] according to Standards of Practice 6.1 – Professional Boundaries with Patients. Although Dr. Headington received a Consent to Chiropractic Treatment form signed by [REDACTED] on January 22, 2019, he relied on implied consent, rather than respecting the professional boundaries, of [REDACTED] during treatment.
2. Dr. Headington hereby acknowledges that, in consideration of the unprofessional conduct noted, he will:
 - a. Submit a letter of apology, and contrition, addressed to [REDACTED] to The College for approval.
 - b. Agree that The College approved letter, indicated in 2 (b), will be provided to [REDACTED] through The College.
 - c. Successfully complete a Patient Consent Training Course, as directed by the Complaints Director, at a cost of no more than \$500.00, after two months and within nine months of the execution of the Agreement and Undertaking.
 - d. Provide a written review of his practice of obtaining consent, The College Complaints Director, within 9 Months of execution of this Agreement and Undertaking and ensure his process is adjusted to reflect compliance with The College Standards of Practice.

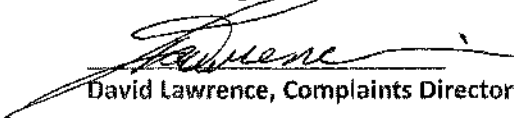
- e. Dr. Headington is aware that per College Bylaw 13.0, and the requirements of the Health Professions Act, the unprofessional conduct that resulted in the Agreement and Undertaking must be published.
3. The College may advise [REDACTED] in writing, of the contents of this Agreement and Undertaking.
4. Concurrent with the execution of this Agreement and Undertaking, Dr. Headington will, within 30 days of receipt of invoice, pay to the College a fine of \$1000.00 plus 50% of the costs of this investigation, including legal fees, incurred by the College to date. Failure to pay the fine and/or costs will result in a debt owing to The College, which payment shall be a requirement for completion of Dr. Headington's practice permit renewal.
5. Should The College become aware that Dr. Headington is seeking 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 above, and a copy of this Agreement and Undertaking, to the regulatory body.
6. The College will be at liberty to publish any or all of the information contained in this Agreement and Undertaking (including Dr. Headington's name), in the Registrar's Annual Report to the membership, and the monthly Registrar's Report.
7. Should the College receive an inquiry from any member of the public regarding Dr. Headington's complaint history, The College will be at liberty to provide a copy of this Agreement and Undertaking.
8. Dr. Headington hereby requests, and The College hereby agrees, to stay its investigations and proceedings with respect to the Complaint.
9. In the event that Dr. Headington fails to comply with the terms of this Agreement and Undertaking, Dr. Headington 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. Headington 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. Headington, that the circumstances surrounding the Complaint and this Agreement and Undertaking may be provided to and considered by the Hearing Tribunal for the purposes of determining penalty.

I, Daniel Headington, 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.

June 5, 2020
Date


Dr. Daniel Headington

June 5, 2020
Date

Alberta College and Association of Chiropractors

David Lawrence, Complaints Director