



COLLEGE OF
CHIROPRACTORS
— OF ALBERTA —

Agreement and Undertaking Admission and Orders of:

Dr. Kolbi Brost

On:

August 17, 2020

Posting expiration date:

August 17, 2030

AGREEMENT AND UNDERTAKING

BETWEEN:

KOLBI BROST
("Dr. Brost")

- and -

THE ALBERTA COLLEGE AND ASSOCIATION OF CHIROPRACTORS
(the "College")

WHEREAS:

- A. The College is a body incorporated pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 ("HPA");
- B. Dr. Brost is a regulated member of the College;
- C. The College received a written complaint from [REDACTED] in which [REDACTED] alleged that:
 - a) Dr. Brost adjusted his neck without warning or telling him what she was going to do. He believes he was injured resulting in ongoing neck stiffness and a clicking sound when he turns his head.
 - b) [REDACTED] attended Dr. Brost's office for an initial visit on [REDACTED] and a follow-up visit on [REDACTED]. [REDACTED] claims that Dr. Brost adjusted his lower back on the first visit and his neck on the second visit.
 - c) [REDACTED] also alleges that he was billed for the second visit when he thought it was included in the cost of the first visit.(the "Complaint").
- D. By way of correspondence dated 09/18/2019, the Complaints Director of the College informed Dr. Brost that he was seeking a response to the Complaint;
- E. Dr. Brost provided a written response, received by the Complaints Director on 09/23/2019, in which she acknowledges that she:
 - a) Did assess and treat patient [REDACTED] on [REDACTED]
 - b) Did treat [REDACTED] 'Full-spine' on [REDACTED]
 - c) Did not indicate post treatment that he was sore and left the clinic.

- F. The Complaints Director appointed [REDACTED] as the Investigator to investigate the complaint of [REDACTED]
- G. [REDACTED] as the Investigator, submitted an investigation report to the Complaints Director.
- H. 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 and a hearing has not been held.
- I. The Complaints Director, under the authority of s.55(2)(a.1) of the HPA, has proposed this Agreement and Undertaking to Dr. Brost 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. Brost hereby agree as follows:

1. Dr. Brost hereby acknowledges that:

She failed in her professional duty to keep an appropriate record of the account with patient [REDACTED] specifically Dr. Brost did not keep an accurate record for the patient encounter for [REDACTED]. This relates to no specific record of an appropriate cervical spine history, examination, diagnosis discussed with patient and treatments provided as is required by Standard of Practice 5.1 (Record Keeping Requirements), and that such violation constitutes unprofessional conduct and is deserving of sanction.

2. Dr. Brost hereby acknowledges that, in consideration of the violations noted in paragraph 1 above and the College staying a referral and taking no further steps with respect to the other aspects of the Complaint to a Part 4 HPA hearing tribunal hearing, she will:
- a) Receive a Cost Assessment \$1,000.00, payable to the College between days 31 and 60 after the complete execution of this Agreement and Undertaking.
 - b) Provide proof satisfactory to the Complaints Director not less than two months and within nine months of the complete execution of this Agreement and Undertaking of successful completion of a record keeping course, as directed by the Complaints Director (the "Record Keeping Course"), at a cost of no more than \$500.00.
 - c) Within 30 days of providing proof satisfactory to the Complaints Director of successful completion of the Record Keeping Course, Dr. Brost will provide to the Complaints Director a written reflection, satisfactory to the Complaints Director, of her non-compliant practices relevant to the conduct noted in paragraph 1 above. The written reflection will be not less than 500 words and not more than 1,000 words and shall not be published or disclosed by the College at any time.
 - d) Dr. Brost is aware that, per BL 13.0 and the requirements of the HPA, the conduct that resulted in the Agreement and Undertaking and the Agreement and Undertaking itself will 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. Brost will, within 30 days of receipt of invoice, pay to the College the costs, which for the purpose of this Agreement are defined to be \$1000.00. Failure to pay the costs will result in a debt owing to the College, which payment shall be a requirement for completion of the impending membership renewal.
5. Should the College become aware that Dr. Brost 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 this Agreement and Undertaking, to the regulatory body.
6. The College will publish any or all of the information contained in this Agreement and Undertaking and the Agreement and Undertaking itself, in the Registrar's Annual Report to the membership, the bi-monthly Registrar's Report and the College website. The public publication of the Agreement and Undertaking shall not exceed 10 years from the date posted.
7. Should the College receive an inquiry from any member of the public regarding Dr. Brost's complaint history, the College will be at liberty to provide a copy of this Agreement and Undertaking.
8. Dr. Brost hereby requests, and the College hereby agrees to stay its investigations and proceedings with respect to the Complaint.
9. In the event that Dr. Brost fails to comply with the terms of this Agreement and Undertaking, Dr. Brost agrees and acknowledges that the Complaints Director may refer that non-compliance and/or 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. Brost 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. Brost, 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, Kolbi Brost, 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.

Aug 6 2020
Date

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Dr. Kolbi Brost
DR. KOLBI BROST

THE ALBERTA COLLEGE AND
ASSOCIATION OF CHIROPRACTORS

Per:

David Lawrence
David Lawrence, Complaints Director