

IN THE MATTER OF: *The Chiropractic Act, SNS, 1999 (2nd Sess.), c. 4 and Chiropractic Regulations*

BETWEEN:

NOVA SCOTIA COLLEGE OF CHIROPRACTORS

(College)

- and -

DR. DENA CHURCHILL, DC

(Dr. Churchill)

DECISION AND ORDER

By notice of charges dated November 7, 2018, the Hearing Committee received notice of charges against Dr. Dena Churchill alleging:

That as of October 24, 2018, Dr. Dena Churchill was professionally incompetent as a result of incompetence arising out of mental incapacity.

It was agreed between the parties that this matter would be heard before a Hearing Committee of the Nova Scotia College of Chiropractors on March 6, 7 and 8, 2019.

The Nova Scotia College of Chiropractors and Dr. Dena Churchill provided a tentative settlement agreement to the Hearing Committee, dated January 31, 2019.

The Hearing Committee reviewed the settlement agreement in full, together with supporting correspondence, and considered the settlement agreement pursuant to s. 50 of the *Chiropractic Act*, particularly s. 50(5):


Where the hearing committee appointed to hear the complaint accepts the recommendation of the investigation committee, it shall confirm such acceptance by written decision that incorporates the settlement agreement.

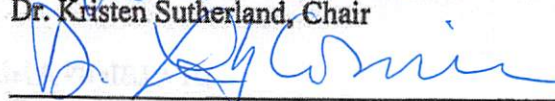
It is hereby ordered that the Hearing Committee accepts the recommendation of the Investigations Committee, and confirms its acceptance of the settlement agreement reached between the Nova Scotia College of Chiropractors and Dr. Dena Churchill on January 31, 2019. The Hearing Committee orders that the settlement agreement is in full force and effect. The Hearing Committee hereby confirms that this is the written decision pursuant to s. 50(5) of the *Chiropractic Act* and the settlement agreement is attached hereto to this written decision and incorporated as part of this written decision of the Hearing Committee.


A portion of the settlement agreement has been redacted to protect the personal medical information of Dr. Churchill.

To ensure this matter is dealt with as efficiently as possible and to ensure there are no additional costs incurred by the parties, this decision and order of the Hearing Committee shall be fully effective if signed in counterpart.

Dated the 25TH day of February, 2019.



Dr. Kristen Sutherland, Chair

Dr. Lauren Cormier

Mr. John Doyle, Lay Member
PUBLIC

#252326

BETWEEN:

Nova Scotia College of Chiropractors

- and -

Dr. Dena Churchill, DC

SETTLEMENT AGREEMENT

Dr. Dena Churchill, a chiropractor formerly licensed to practice chiropractic in the Province of Nova Scotia, and a former member of the Nova Scotia College of Chiropractors (the "College") hereby agrees with and consents to the following in accordance with the provisions of the *Chiropractic Act*:

Background

1. On May 17, 2018, a Registrar's complaint was made against Dr. Dena Churchill pursuant to the *Chiropractic Act*, in relation to vaccination and immunization posts made by Dr. Churchill on her various social media sites.
2. In the course of that investigation, pursuant to Section 44 of the *Chiropractic Act*, additional concerns were identified by the Investigation Committee in the course of the investigation, specifically concerning Dr. Churchill's fitness to practice. These concerns were identified as a result of social media posts made by Dr. Churchill in August and September 2018.
3. On September 21, 2018, pursuant to Section 48(9) of the *Chiropractic Act*, the Investigation Committee directed Dr. Churchill to undergo a fitness to practice assessment, which assessment was conducted by Dr. Richard MacGillivray on October 24, 2018.
4. Dr. MacGillivray offered the following opinion on Dr. Churchill's fitness to practice:

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5. Upon receipt of the Psychological Assessment Report prepared by Dr. Richard MacGillivray, the Investigation Committee convened a special meeting and, after reviewing the Psychological Assessment Report, ordered that the licence to practice chiropractic of Dr. Churchill be suspended, effective immediately, pursuant to Section 47 of the Chiropractic Act.
6. At its meeting on November 6, 2018, the Investigation Committee determined to refer its concerns regarding Dr. Churchill's competence to a formal Hearing Committee.

Notice of Hearing

7. Dr. Churchill was provided with a Notice of Charge on November 7, 2018 and the Notice of Hearing on December 13, 2018. A Hearing Committee was appointed pursuant to Section 48 of the *Chiropractic Act* and hearing set dates of January 23-25, 2019 were set.
8. In the Notice of Hearing, the College laid the following charge against Dr. Churchill:

That as of October 24, 2018, Dr. Churchill was professionally incompetent as a result of incompetence arising out of mental incapacity.

Events Since the Notice of Hearing was Issued

9. On January 11, 2019, Dr. Churchill signed a "Surrender of Licence to Practice Chiropractic" document, expressing her desire to surrender her licence to practice chiropractic. The Board of the College accepted Dr. Churchill's surrender of her licence on January 22, 2019, in accordance with Section 31 of the *Chiropractic Act*, on the following basis:

- a) Dr. Churchill's licence was surrendered effective immediately;
- b) Dr. Churchill will not reapply for a license to practice chiropractic until such time as a medical opinion is furnished to the College confirming that she is competent and fit to practice. The College, in its sole discretion, exercising such discretion reasonably, will determine whether the medical opinion is satisfactory evidence of Dr. Churchill's competence and fitness.
- c) The practitioner conducting the assessment of Dr. Churchill's competence and fitness must be properly qualified to perform the assessment, and must be approved by the College in advance of the assessment (unless Dr. Churchill is assessed by Dr. Richard MacGillivray, who the College has already approved as qualified).
- d) The practitioner conducting the assessment must be provided with Dr. MacGillivray's report dated October 31, 2018, together with the materials provided to Dr. MacGillivray, in addition to any social media posts made by Dr. Churchill since September 21, 2018.
- e) The cost of the fitness assessment will be borne in full by Dr. Churchill.
- f) If Dr. Churchill reapplies for a licence to practice chiropractic in Nova Scotia before furnishing the report referred to above, her application will be denied.
- g) If Dr. Churchill applies for a licence to practice chiropractic in another jurisdiction, the terms upon which she surrendered her license in Nova Scotia will be released to the College in the other jurisdiction.

Disposition

10. Dr. Churchill has surrendered her licence and, as such, no longer has a licence to practice chiropractic in Nova Scotia.

11. On that basis, the College and Dr. Churchill agree to resolve the charge of incompetence on the following terms:

- a) Dr. Churchill admits the charge against her, being that as of October 24, 2018, she was professionally incompetent as a result of incompetence arising out of mental incapacity.
- b) Dr. Churchill will pay costs to the College in the amount of \$6,000.
- c) The amount of \$2,144, currently held in a prepaid licensing fees account at the College on behalf of Dr. Churchill, being an accumulation of monthly payments deducted from Dr. Churchill's bank account in 2018 and intended to cover licensing fees for 2019, which fees will no longer be paid since Dr. Churchill has surrendered her licence, will be applied against the \$6,000 in costs, thus reducing the total amount payable by Dr. Churchill to \$3,856.

Outstanding Charges

12. The hearing scheduled for May 22 – 28, 2019 to hear the charges set out in the Notice of Hearing dated November 1, 2018 regarding vaccination and immunization posts on Dr. Churchill's social media accounts is not affected by this Settlement Agreement and will proceed as planned, unless a separate settlement agreement addressing those charges is reached by the parties and approved by the Hearing Committee in advance of that hearing.

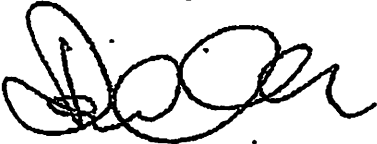
Publication

13. Pursuant to section 50 of the *Chiropractic Act*, if the Hearing Committee accepts this Settlement Agreement it shall confirm such acceptance by written decision that incorporates this Settlement Agreement, subject to any information the Hearing Committee sees fit to expurgate, such as Dr. Churchill's personal and health information. The Hearing Committee's decision will then be published on the College's website.

Effective Date

14. This Settlement Agreement shall only become effective and binding when it has been recommended for acceptance by the Investigation Committee of the College, and accepted by the Hearing Committee appointed to hear this matter.

This Settlement Agreement is made this 31 day of January, 2019.



Dena Churchill, DC

Dr. Janis Noseworthy

Nova Scotia College of Chiropractors
Per: Dr. Janis Noseworthy, Registrar