

**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 September 25, 2018, the Hearing Committee received notice of charges against Dr. Dena Churchill.

It was agreed between the parties that this matter would be heard before a Hearing Committee of the Nova Scotia College of Chiropractors on May 22, 23, 24, 27, 28, 2019.

The Nova Scotia College of Chiropractors and Dr. Dena Churchill provided a tentative settlement agreement to the Hearing Committee, dated May 6, 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):

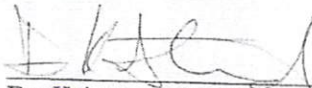
Where the hearing committee appointed to hear the complaint accepts the recommendation of the investigation committee, it shall confirm such acceptance by written decision that incorporates the settlement agreement.

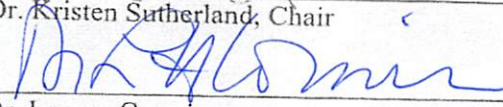
It is hereby ordered that the Hearing Committee accepts the recommendation of the Investigations Committee, and confirms its acceptance of the settlement agreement reached between the Nova Scotia College of Chiropractors and Dr. Dena Churchill on May 6, 2019. The Hearing Committee orders that the settlement 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.

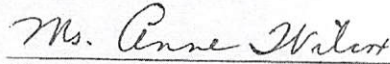
To ensure this matter is dealt with as efficiently as possible, this decision and order of the Hearing Committee shall be fully effective if signed in counterpart.

It is noted by the Hearing Committee that the parties have been unable to agree on the issue of costs. As a result, without limiting the full force and effect of this decision and order in any way, a hearing to determine costs, if any, shall be held at Halifax on May 23, 2019.

Dated the 15<sup>TH</sup> day of May, 2019.

  
\_\_\_\_\_  
Dr. Kristen Sutherland, Chair

  
\_\_\_\_\_  
Dr. Lauren Cormier

  
\_\_\_\_\_  
Ms. Anne Wilcox, Lay Member

**BETWEEN:**

**Nova Scotia College of Chiropractors**

- and -

**Dr. Dena Churchill, DC**

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**SETTLEMENT AGREEMENT**

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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. In May 2018, Dr. Churchill was counselled by the Registrar of the College to remove a number of posts from her social media sites regarding vaccination and immunization in order to comply with the College *Board Policy: Vaccination and Immunization*.
2. Dr. Churchill did not comply with the Registrar's request to remove the impugned posts.
3. On May 16, 2018, the Registrar wrote to Dr. Churchill advising her that she had a further 24 hours to remove the posts from her social media sites. Dr. Churchill was advised that failure to comply with the request would result in the Registrar initiating a complaint against her.
4. On May 17, 2018, Dr. Churchill had still not complied with the Registrar's request. As a result, the Registrar filed a complaint against Dr. Dena Churchill pursuant to section 41(b) of the *Chiropractic Act*, in relation to vaccination and immunization posts made by Dr. Churchill on her social media sites.
5. Pursuant to section 46(6) of the *Chiropractic Act*, an Investigation Committee investigated the complaint against Dr. Churchill.
6. At the conclusion of its investigation, the Investigation Committee referred its concerns regarding Dr. Churchill's social media posts regarding vaccination and immunization to a formal Hearing Committee, pursuant to Section 46(13)(d) of the *Chiropractic Act*.

## Notice of Hearing

7. Dr. Churchill was provided with a Notice of Charge on September 25, 2018 and a Notice of Hearing on November 1, 2018.
8. A Hearing Committee was appointed pursuant to Section 48 of the *Chiropractic Act* and hearing dates were set for May 22, 23, 24, 27 and 28, 2019.
9. In the Notice of Hearing, the College laid the following charges against Dr. Churchill:

*1. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the following social media accounts and websites:*

- a) *Dr. Sexy Mom ([www.drsexymom.com](http://www.drsexymom.com));*
- b) *Facebook page ([www.facebook.com/DrDenaC/](http://www.facebook.com/DrDenaC/));*
- c) *Facebook page ([www.facebook.com/Oxford-Chiropractic-590887147620753/](http://www.facebook.com/Oxford-Chiropractic-590887147620753/));*
- d) *Facebook page ([www.facebook.com/dena.churchill](http://www.facebook.com/dena.churchill)); and*
- e) *Twitter ([twitter.com/drdenachurchill](https://twitter.com/drdenachurchill)),*  
*(collectively, the "Social Media Platforms"),*

*which activity was beyond the chiropractic scope of practice.*

*2. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted advising patients about conditions and treatments outside the chiropractic scope of practice, in breach of the Scope of Practice Policy of the Nova Scotia College of Chiropractors, effective April 2002 and most recently revised on June 25, 2018.*

*3. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted a failure to avoid commenting publicly on acts outside the scope of chiropractic practice, in breach of the Scope of Practice Policy of the Nova Scotia College of*

*Chiropractors, effective April 2002 and most recently revised on June 25, 2018.*

*4. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted marketing activities that were not professional, truthful, verifiable, clear and not misleading, in breach of Section 44 of the Chiropractic Regulations.*

*5. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted marketing activities that were not demonstrably true and accurate, and that were misleading or deceptive or likely to mislead or deceive, in breach of the Advertising Guideline of the Nova Scotia College of Chiropractors, effective June 17, 2000 and revised May 2, 2015.*

*6. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted providing clinical advice to members of the public through social media, in breach of the Social Media Policy and Guidelines of the Nova Scotia College of Chiropractors, effective June 26, 2018.*

*7. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted posting information, comments and images that may be perceived as disgraceful, dishonourable or unprofessional, in breach of the Social Media Policy and Guidelines of the Nova Scotia College of Chiropractors, effective June 26, 2018.*

*8. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted a failure to comply with existing advertising policies and guidelines, in breach of the Social Media Policy and Guidelines of the Nova Scotia College of Chiropractors, effective June 26, 2018.*

9. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted conduct not meriting the respect of the public for members of the profession, in breach of Article II, Section 1.2 of the Code of Ethics, effective June 2002.

10. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity did not maintain the high standards of the profession, contrary to Article II, Section 6.5 of the Code of Ethics, effective June 2002.

11. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity did not protect the public from irresponsible and misleading statements, contrary to Article II, Section 6.5 of the Code of Ethics, effective June 2002.

12. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by including, between the dates of May 17, 2018 and September 11, 2018, on the Oxford Chiropractic website ([www.oxfordchiro.ca](http://www.oxfordchiro.ca)), links to a Facebook page ([www.facebook.com/Oxford-Chiropractic-590887147620753/](http://www.facebook.com/Oxford-Chiropractic-590887147620753/)) and Twitter account ([twitter.com/drdenachurchill](https://twitter.com/drdenachurchill)), both of which contained vaccination and immunization materials, which activity did not protect the public from irresponsible and misleading statements, contrary to Article II, Section 6.5 of the Code of Ethics, effective June 2002.

13. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity created unjustified expectations or claimed definite results, contrary to Article II, Section 6.5 of the Code of Ethics, effective June 2002.

14. That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, which activity constituted acting as a

*source of patient consultation and education regarding vaccination and immunization, in breach of the Vaccination and Immunization Policy of the Nova Scotia College of Chiropractors, effective May 12, 2018.*

15. *That Dr. Dena Churchill engaged in professional misconduct as a chiropractor, licensed at all material times to practice chiropractic in the Province of Nova Scotia, by including, between the dates of May 17, 2018 and September 11, 2018, on the Oxford Chiropractic website ([www.oxfordchiro.ca](http://www.oxfordchiro.ca)), links to a Facebook page ([www.facebook.com/Oxford-Chiropractic-590887147620753/](http://www.facebook.com/Oxford-Chiropractic-590887147620753/)) and Twitter account ([twitter.com/drdenachurchill](https://twitter.com/drdenachurchill)), both of which contained vaccination and immunization materials, which activity constituted acting as a source of patient consultation and education regarding vaccination and immunization, in breach of the Vaccination and Immunization Policy of the Nova Scotia College of Chiropractors, effective May 12, 2018.*

16. *That Dr. Dena Churchill, a chiropractor licensed at all material times to practice chiropractic in the Province of Nova Scotia, engaged in conduct unbecoming a chiropractor by posting vaccination and immunization materials between the dates of May 17, 2018 and September 11, 2018 on the Social Media Platforms, when she knew or ought to have known that such posts were prohibited by or contrary to the Chiropractic Regulations and the following policies of the Nova Scotia College of Chiropractors: Vaccination and Immunization Policy, Code of Ethics, Scope of Practice Policy, Advertising Guideline, and Social Media Policy and Guidelines.*

#### **Events Since the Notice of Hearing was Issued**

10. 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.
11. By decision dated February 25, 2019, a settlement agreement between Dr. Churchill and the College regarding a separate charge of incompetence, as originally set out in a Notice of Hearing dated December 13, 2018, was accepted by a Hearing Committee.

#### Disposition

12. The College and Dr. Churchill agree to resolve the charges set out in the Notice of Hearing dated November 1, 2018 on the following terms:
- a) Dr. Churchill admits the charges against her, as set out in the Notice of Hearing dated November 1, 2018;
  - b) Dr. Churchill will not apply for a licence to practice chiropractic in Nova Scotia for a period of at least four months from the date of acceptance of this Settlement Agreement;
  - c) Dr. Churchill agrees that she will not refer to herself as a chiropractor or hold herself out (online or otherwise) in any way to lead the public to believe that she is licensed to practice chiropractic in Nova Scotia;
  - d) Dr. Churchill will delete the Oxford Chiropractic Facebook page located at <https://www.facebook.com/Oxford-Chiropractic-590887147620753/>;
  - e) Dr. Churchill will remove from the "profile" section of her Twitter account the link to the Oxford Chiropractic website ([www.oxfordchiro.ca](http://www.oxfordchiro.ca));
  - f) Dr. Churchill will remove the references to being CEO and/or founder of Oxford Chiropractic Inc. in the "About" and/or "Intro" sections of her various Facebook pages;
  - g) Dr. Churchill agrees that, so long as she is not a licensed chiropractor in Nova Scotia, the [www.oxfordchiro.ca](http://www.oxfordchiro.ca) website will remain inactive/offline and will not be accessible by the public;



- h) If Dr. Churchill applies for a licence to practice chiropractic at any point in the future, such licence will not be granted until all of Dr. Churchill's social media posts regarding vaccination or immunization are removed from her social media accounts. This includes, but is not limited to, the posts set out in the 315 pages of screenshots provided to Dr. Churchill under cover letter dated September 21, 2018;
- i) If Dr. Churchill becomes a licensed chiropractor in Nova Scotia at any point in the future, she will post the *Vaccination and Immunization Policy* of the Nova Scotia College of Chiropractors in a prominent spot in her office and on her clinic website;
- j) If Dr. Churchill becomes a licensed chiropractor in Nova Scotia at any point in the future, she agrees that she will not speak or write publicly, including on any social media platforms (whether she considers those platforms to be "personal" or "professional"), regarding vaccination (whether "anti"-vaccination or "pro"-vaccination);
- k) The matter of costs will be determined separately by the Hearing Committee. If the terms of this Settlement Agreement are accepted by the Hearing Committee, Dr. Churchill and the College agree that they will ask the Hearing Committee to convene on the earliest possible date to address costs, and for the Committee to defer issuing its written decision (as referred to in Section 13 below) until after the hearing on costs has concluded.

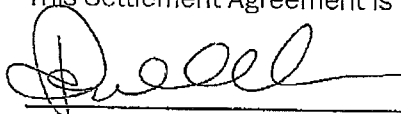
**Publication**

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. The Hearing Committee's decision will then be published on the College's website.

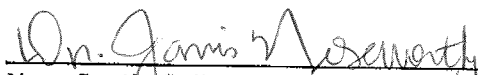
**Effective Date**

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 6 day of May, 2019.



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Dena Churchill, DC



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