

## AGREEMENT AND UNDERTAKING

### **BETWEEN:**

**Dr. Ayla Lester, ND**  
("Dr. Lester")

- And -

 Erika Ringseis  
("Complaints Director")

### **WHEREAS:**

- A. The College of Naturopathic Doctors of Alberta ("College") is a body incorporated pursuant to the *Health Professions Act*, R.S.A. 2000, c. H-7 ("HPA").
- B. Dr. Lester was a regulated member within the meaning of the *HPA* at all material times, and more particularly, was registered with College at the time of the complaint.
- C. On July 19, 2021, the College received a complaint alleging that Dr. Lester had administered intravenous ("IV") iron sucrose infusions (the "Complaint"). Dispensing IV iron sucrose requires a prescription as it is a Schedule 1 substance. Members of the College do not have prescribing authority and cannot prescribe a Schedule 1 substance.
- D. The Complaints Director notified Dr. Lester of the Complaint and that the matter was being referred for investigation in accordance with s. 55(2)(d) of the *HPA*.
- E. An investigation into the Complaint was conducted by a CNDA Complaints Investigator.
- F. The investigation noted that Dr. Lester administered IV iron sucrose (Venofer), but only after a physician who worked at the same clinic, and who was collaborating on the provision of care to the patient, prescribed the IV iron sucrose.
- G. On March 9, 2018, the College sent an email to its members titled "CNDA News & Info: Scope of Practice Communication – IMPORTANT UPDATES". In this email, the CNDA stated:

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#### **Prescribing**

Regulated CNDA members do not have prescribing authority. It is outside the scope of practice of our regulated members to prescribe, access or administer prescription drugs.

It has come to our attention that some members deem it appropriate to

administer and monitor treatment with prescription drugs that are prescribed by an authorized prescriber. **It is not within an NDs scope of practice to supervise administration of any drug for which they are not authorized to prescribe. If you cannot legally prescribe the drug, you are not permitted to administer it or supervise its use.** This applies not only to antibiotics, hormones (such as BHRT) and IV substances (such as DCA), but also to the administration of such things as Botox and dermal fillers.

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- H. The College has not adopted a Standard of Practice that explicitly adopts the advice to the profession given in the March 9, 2018 e-mail correspondence described above.
- I. Dr. Lester was not a member of the College at the time the March 9, 2018 email was sent to members.
- J. Dr. Lester agrees that she is responsible for practicing within a naturopathic doctor's authorized scope of practice.
- K. Dr. Lester and the Complaints Director have agreed to resolve the Complaint without proceeding to a Disciplinary Hearing under the authority of s. 55(2)(a.1) of the HPA.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. Dr. Lester undertakes not to administer any IV iron sucrose infusions unless she is provided express written consent in advance by the College.
2. Dr. Lester shall, within six (6) months of the date on which Dr. Lester signs the Agreement and Undertaking, pay in full costs of the investigation and complaint process in the amount of \$1,000.00.
3. Dr. Lester shall read the College's Code of Ethics and Standards of Practice and reflect on their requirements for her practice. These documents are available on the College's website <https://www.cnda.net/>. Dr. Lester shall provide a signed written declaration to the Complaints Director confirming her review of these documents within three (3) months of the date on which Dr. Lester signs this Agreement and Undertaking.
4. Dr. Lester shall read the College's March 9, 2018 email titled "CNDA News & Info: Scope of Practice Communication – IMPORTANT UPDATES" and reflect on its applicability to her practice. Dr. Lester shall provide a signed written declaration to the Complaints Director confirming her review of this email within one (1) month of the date on which Dr. Lester signs this Agreement and Undertaking.

5. Provided that Dr. Lester complies with the terms of this Agreement and Undertaking and successfully completes the requirements outlined in paragraphs 1-4 within the specified time frame, the Complaint shall be considered resolved and the Complaints Director will not refer the Complaint to a hearing.
6. Should Dr. Lester be unable to comply with any of the deadlines identified above, Dr. Lester may request an extension. The request for an extension must be submitted in writing to the Complaints Director, prior to the deadline, and state a valid reason for requesting the extension and state a reasonable timeframe for completion. The Complaints Director shall, in her sole discretion, determine whether a time extension is accepted. Dr. Lester will be notified by the Complaints Director, in writing, if the extension has been granted.
7. The College may publish the information related to this Agreement and Undertaking in the College's Annual Report, on the College's website, or other College publications.
8. Should the College receive an inquiry from any member of the public regarding Dr. Lester's complaint history, the College will be at liberty to provide a copy of this Agreement and Undertaking.
9. Should the College receive an inquiry from another regulatory body regarding Dr. Lester's complaint history, or should the College become aware that Dr. Lester is seeking registration with another regulatory body, the College will be at liberty to provide a copy of this Agreement and Undertaking.
10. Dr. Lester 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, that the circumstances surrounding the Complaint and this Agreement and Undertaking may be considered by the Hearing Tribunal for the purposes of determining penalty, regardless of the passage of time.
11. Notwithstanding paragraph 4, if Dr. Lester fails to comply with the terms of this Agreement and Undertaking, the Complaints Director may proceed to refer the Complaint to a Hearing Tribunal pursuant to Part 4 of the *HPA*, notwithstanding non-adherence to any time limit set out in the *HPA*.

I, Ayla Lester, acknowledge that I have had the opportunity to consult with legal counsel. I hereby acknowledge that I voluntarily enter into this Agreement and Undertaking, and I understand that the successful completion of the Agreement and Undertaking will constitute a full and complete resolution of the complaint.

December 16, 2022



Date

Dr. Ayla Lester, ND

College of Naturopathic Doctors of  
Alberta

Dec. 30, 2022  
Date

Pe

Complaints Director

Erika Ringseis