

IN THE MATTER OF: **The *Medical Act*, SNS 2011, c 38**

and

IN THE MATTER OF: **A Settlement Agreement**

BETWEEN:

The College of Physicians and Surgeons of Nova Scotia

(the “College”)

- and –

Dr. Jose Ramirez-Morejon

(“Dr. Ramirez-Morejon”)

HEARING COMMITTEE REASONS FOR DECISION

Hearing Committee: Nasha Nijhawan, Vice-Chair
 Dr. Naeem Khan
 Dr. Cathy MacDougall
 Dr. Debra Morrison
 Dr. Scott Theriault

Counsel: Marjorie Hickey, QC
 Counsel for the College

 Tyana Caplan
 Counsel for Dr. Ramirez-Morejon

Date Heard: By written submissions dated June 10, 2022,
 and June 14, 2022

Date of Decision: August 8, 2022

A. Overview

1. Dr. Jose Ramirez-Morejon is alleged to have sexually harassed a colleague over a period of six months, in contravention of the College's *Standard and Guidelines Regarding Sexual Misconduct by Physicians* (the "*Professional Standard*"), in a manner amounting to professional misconduct (the "Complaint"). The Allegation was referred by the Investigation Committee of the College to a hearing.
2. Dr. Ramirez-Morejon and the College of Physicians and Surgeons of Nova Scotia (the "College") have reached a proposed settlement agreement (the "Settlement Agreement") in respect of the Complaint. As required by s. 51 of the *Medical Act*, SNS 2011, c 38 (the "*Medical Act*") and s. 103 of the *Medical Practitioner Regulations* (the "*Regulations*"), the settlement agreement between the parties came before the Hearing Committee for approval.
3. The Hearing Committee received submissions in writing from the College, on June 10, 2022, and a letter from counsel for Dr. Ramirez-Morejon on June 14, 2022, requesting that the Settlement Agreement be approved. The Hearing Committee met on July 11, 2022, and determined that it did not require oral submissions from the parties, and was prepared to approve the proposed settlement agreement without amendments, with reasons to follow. The Settlement Agreement is attached as Appendix "A" to this decision.

B. The Complaint and Proposed Settlement Agreement

4. Dr. Ramirez-Morejon has held a Clinical Assistant License with the College since 2015, and was employed as a Clinical Assistant in a Nova Scotia hospital at the time of the events that give rise to the Allegation. The Complainant was a newly licensed Registered Nurse working on the same unit as Dr. Ramirez-Morejon.
5. In the Settlement Agreement, Dr. Ramirez-Morejon admits to particulars of a pattern of conduct over a period of six months in 2020, which amounted to sexual harassment of the Complainant. This behaviour includes comments about the Complainant's appearance, multiple unwelcome invitations to socialize after work

with a romantic or sexual character, declarations of love and affection, and offers of gifts or favours. These actions persisted after the Complainant expressed clearly to Dr. Ramirez-Morejon that his invitations were “unprofessional, unwanted and inappropriate”. No allegation of threatened or attempted sexual contact, or of any sexual touching, has been brought before the Committee.

6. The *Professional Standard* defines “sexual misconduct” to include “any sexualized conduct by a physician toward any person, including...other health professionals...which the physician knows or ought reasonably to know would be objectionable, unwelcome, cause offence or humiliation to the person, or adversely affect the person’s health or well-being”.¹ This is not a complaint of “sexual abuse” under the *Professional Standard*.
7. As part of the Settlement Agreement, Dr. Ramirez-Morejon admits that his conduct constitutes sexual misconduct under the College’s *Professional Standard*, and that he has committed professional misconduct under s. 2(aj) of the *Medical Act*.
8. In addition to detailing the attempts made by the Complainant to advise Dr. Ramirez-Morejon that his behaviour was unwelcome, directly and by seeking assistance from her manager (which was not provided), the Settlement Agreement includes an account of the significant impact of his actions on the Complainant. The Settlement Agreement includes an acknowledgment by Dr. Ramirez-Morejon of the impact of his conduct on the Complainant.
9. The Settlement Agreement also notes that disciplinary action was taken by Dr. Ramirez-Morejon’s employer, who also found the complaint to be substantiated. The disciplinary penalty imposed was a three-day suspension of pay, respectful workplace training, and re-assignment away from the Complainant’s unit, which followed a seven-week administrative suspension with pay during the complaint investigation.

¹ *Professional Standard*, s. 2.2.3.2.

10. The *Professional Standard* requires that the College seek a licensing sanction commensurate with the relevant circumstances, which can include a reprimand, conditions or restrictions, suspension from practice or revocation.²
11. The Settlement Agreement provides for the following disposition of the Complaint:
 - a. Dr. Ramirez-Morejon is reprimanded;
 - b. Dr. Ramirez-Morejon's Clinical Assistant License is suspended for a period of two months, from April 18, 2022, to June 19, 2022;
 - c. Dr. Ramirez-Morejon is required to successfully and unconditionally complete and pass an ethics and boundaries course, at the next opportunity after the date of this decision; and
 - d. Dr. Ramirez-Morejon is required to pay a contribution of costs to the College in the total amount of \$5,000.

C. The Settlement Approval Process

12. The Investigation Committee of the College has recommended acceptance of the Settlement Agreement, on the basis that each of the requirements of s. 102(1) of the *Regulations* have been met. These requirements are:
 - (a) the public is protected;
 - (b) the conduct or its causes can be, or have been, successfully remedied or treated, and the respondent is likely to successfully pursue any remediation or treatment required;
 - (c) the content of the proposed settlement agreement provides sufficient facts and admissions to support the agreed disposition;
 - (d) settlement is in the best interests of the public and the profession.

² *Professional Standard*, s. 5.1.5.

13. Subsection 103(1) of the *Regulations* further require that a hearing committee of the College must approve a settlement agreement before it becomes effective, which then becomes part of the order of the committee disposing of the matter without a hearing. The hearing committee is empowered to require amendments to a proposed settlement agreement before approval, if it deems them necessary.
14. The Hearing Committee defers to the Investigation Committee's recommendation that the settlement agreement should be approved, if the proposed disposition falls within a reasonable range of outcomes. This deference is based on a recognition that the Investigation Committee has a more detailed involvement in and knowledge of the facts of the case.
15. In determining whether the disposition in the proposed settlement agreement falls within a reasonable range of outcomes, the Committee considers the following factors:
 - a. The settlement agreement must meet the requirements of s. 102(1) of the *Regulations*; and
 - b. The settlement agreement must be consistent with the purposes of the College as set out in s. 5 of the *Medical Act*, which are (a) to protect the public interest in the practice of medicine; and (b) preserve the integrity of the medical profession and maintain public confidence in professional regulation by the College. In evaluating whether the proposed settlement agreement achieves these objectives, the Hearing Committee considers if:
 - i. The settlement agreement is proportionate, with regard to the nature of the misconduct and any aggravating or mitigating circumstances;³
 - ii. The settlement agreement meets the objectives of sanctions in professional discipline:⁴

³ *Re Wadden*, 2015 CanLII 105093 (NSCPS), para 16; *Re Richardson*, 2022 CanLII 10 (NSCPS), para 46.

⁴ *Re Jones*, 2019 CanLII 92700, para 45, 58; *Re Richardson*, para 47, 49.

1. Denunciation of the misconduct of the member;
 2. Specific deterrence of the member from engaging in further misconduct;
 3. General deterrence to other members from engaging in like misconduct; and
 4. Rehabilitation or remediation of the member;
- iii. The settlement agreement is fair when considered as compared to with penalties imposed in similar cases,⁵ and where appropriate, should enable the physician to remain in practice.⁶

D. Approval of the proposed settlement agreement

16. The Hearing Committee has approved the Settlement Agreement as recommended by the Investigation Committee, without amendment, on the basis that it meets the requirements of s. 102(1) of the *Regulations*, is consistent with the purposes of the College as set out in s. 5 of the *Medical Act*, and falls within a reasonable range of dispositions of the Complaint, for the reasons set out below.
17. The Hearing Committee has also considered the submission made by the College, that the Complainant is in support of the Settlement Agreement, and that “it appropriately reflected the seriousness of the conduct and the impact on her”.

(i) *Regulations, s. 102(1)*

⁵ *Re Richardson*, para 43.

⁶ *Re Jones*, para 39.

18. The Hearing Committee agrees that the requirements of s. 102(1) of the *Regulations* have been satisfied. The Settlement Agreement contains sufficient facts and admissions to support the agreed disposition.
19. The Settlement Agreement includes the acknowledgment between the parties that Dr. Ramirez-Morejon was unaware of the impact of his actions on the Complainant and did not intend to cause her harm. It also indicates that the physician has gained some insight that his behaviour was “immature and selfish, as well as unfair and damaging”. He demonstrates some insight into why his behaviour would have been so harmful to the Complainant, including their roles in their workplace and their age difference.
20. To the extent that his conduct requires further remediation by education, the Hearing Committee is satisfied that Dr. Ramirez-Morejon’s engagement with the professional conduct process of the College to date, as well as the required ethics and boundaries course, will serve the objective of behaviour modification for the protection of the public.
21. The Hearing Committee is also satisfied that it is in the best interests of the public and the profession that Dr. Ramirez-Morejon be returned to work after a period of suspension.

(ii) *Medical Act, s. 5*

22. The Hearing Committee is satisfied that the Settlement Agreement is consistent with the purposes of the College, as set out in s. 5 of the *Medical Act*.

(a) Proportionality

23. The Hearing Committee is satisfied that the Settlement Agreement protects the public and maintains the credibility of the College as a regulator of the practice of medicine by enforcing high standards of integrity and ethics.⁷ In making this

⁷ *Re Jones*, para 37, 40.

determination, the Committee has considered the nature of the misconduct as well as any aggravating or mitigating factors present in Dr. Ramirez-Morejon's case.

24. Sexual harassment by a physician in a medical workplace, particularly where there are age or positional power dynamics involved, must be condemned by the College in order to maintain public confidence in medical regulation, and protect the public.
25. As set out in the *Standard*, the College is required to seek a licensing sanction where such misconduct has been established. The Settlement Agreement does provide for the licensing sanctions of a reprimand and period of suspension, which is necessary to maintain the confidence of the public in the maintenance of the standards of the College. These will be publicly reported.
26. For the reasons explained below, the Hearing Committee finds that the imposition of a reprimand and suspension of two months is within the reasonable range of sanctions, proportionate to the misconduct.

- i. Nature of the misconduct

27. Any violation of the *Standard* on sexual misconduct is a serious type of misconduct, because it represents a breach of trust and has the potential to cause disproportionate harm to the impacted party. However, the Committee also recognizes that within the range of types of sexual misconduct by a physician as contemplated by the *Standard*, sexual harassment which does not involve any allegation of attempted, threatened or actual physical contact, remains on the lower end of the spectrum because there is no violation of the physical integrity of another person. The fact that patient care was in no way implicated in the allegations also indicates relatively less serious misconduct, in the context of the whole *Standard*.

- ii. Aggravating factors

28. It is an aggravating factor that in targeting the Complainant, Dr. Ramirez-Morejon took advantage of existing power dynamics within the workplace and between

himself and the Complainant. These included a significant age difference, the relative youth of the Complainant, and the fact that she was a newly licensed nurse, as well as the power dynamics present between a physician and nurse in a hospital environment. This factor makes the sexual harassment more serious, within the category of sexual harassment of a colleague.

29. It is also an aggravating factor that Dr. Ramirez-Morejon's conduct was persistent and took place over a six month period, including after receiving objectively clear indications from the Complainant that it was unwanted.
30. The Hearing Committee also acknowledges that the conduct had a very serious impact on the Complainant. This impact is appropriately captured in the Settlement Agreement, which describes both short and long term psychological impact, as well as disruption of employment and a loss of employment opportunities. This is also an aggravating factor for consideration in determining an appropriate sanction.

iii. Mitigating factors

31. The Settlement Agreement identifies several mitigating factors which must be considered in determining what a reasonable outcome is for this Complaint, in order to be fair to the responding physician.
32. In particular, the Hearing Committee is mindful of the fact that Dr. Ramirez-Morejon has taken responsibility for his conduct from the beginning, admitting both the facts and the nature of the misconduct, and acknowledging the impact that it had on the Complainant. We also note that he has already been the subject of employment discipline for the same conduct, including a suspension of pay, and has completed mandated respectful workplace training.
33. It is also mitigating that the physician has no previous disciplinary history, though he had been licensed in Nova Scotia for a relatively short period of time before the incident occurred.

34. The Hearing Committee does not consider Dr. Ramirez-Morejon's statements that he did not intend to cause harm to the Complainant to be mitigating of the seriousness of his conduct. Physicians are expected to be aware that unwanted sexual attention in the workplace is prohibited, and that a pattern of such conduct will be considered sexual harassment. There is no question that it should have been apparent to Dr. Ramirez-Morejon that his behaviour towards the Complainant was inappropriate as between professional colleagues, that it was unwanted (including because she told him so), and that it was likely to cause her to feel "unsafe and uncomfortable". Instead, these comments indicate that education is an appropriate component of the sanction in this case.
35. The Committee would also like to recognize the physician's comments that his employer should have taken more proactive steps to respond to the Complainant's concerns, and had it done so the situation may have been resolved sooner, with less harm done to the Complainant. While the Committee feels that it is important to emphasize the responsibility of a hospital in protecting its nursing staff from sexual harassment, this does not mitigate Dr. Ramirez-Morejon's own responsibility for his actions.
36. Finally, the College has submitted that it is a mitigating factor that Dr. Ramirez-Morejon "did not initiate any physical contact" with the Complainant. Though the Hearing Committee agrees that the absence of any attempted or threatened physical contact makes the nature of the sexual misconduct itself less serious than a sexual assault, it is not a *mitigating factor* to the sexual harassment that did occur.

(b) Objectives of discipline

37. The Hearing Committee recognizes that the Settlement Agreement achieves the College's legitimate objectives in professional discipline, which also aligns with s. 5 of the *Medical Act*. These objectives include denunciation of conduct, general and specific deterrence and rehabilitation of the member. Each of these goals

also serve the public interest, the integrity of the medical profession, and confidence in regulation by the College, as objectives of s. 5 of the *Medical Act*.

38. Societal norms about sexual misconduct are evolving, and there should be no tolerance of sexual harassment by physicians in medical workplaces. It is important that the College demonstrate its denunciation of such conduct in the penalty imposed on Dr. Ramirez-Morejon, in order to maintain public confidence that the medical profession in Nova Scotia is being regulated in accordance with modern principles about sexual misconduct. As noted by the Hearing Committee in *Re Ezema*:⁸

Sexual harassment and assault of hospital workers by physicians is unacceptable and the decisions of the College should reflect the seriousness of this conduct not only to deter it, but to demonstrate to the public that the College has the public interest as its primary consideration.

39. The Hearing Committee is satisfied that a reprimand and period of suspension achieve this objective, in the current case.
40. As noted by the Hearing Committee in *Re Richardson*, deterrence is a “significant consideration” in sexual misconduct cases, and the “length of suspension for misconduct should send a message to other medical practitioners that the College will not tolerate sexual misconduct”.⁹ The imposition of a period of suspension is also appropriate, for this reason.
41. The Hearing Committee is also satisfied that the objectives of specific deterrence and rehabilitation are achieved by both the requirement that Dr. Ramirez-Morejon complete an ethics and boundaries course, and from the suspension from practice. Based on the account of the physician’s response to the complaint contained in the Settlement Agreement, the Hearing Committee believes that the disciplinary process will have an impact on Dr. Ramirez-Morejon’s conduct in the future. This

⁸ *Re Ezema*, para 18.

⁹ *Re Richardson*, para 47.

is important to maintain the integrity of the profession, and to ensure that the public is protected, including future colleagues who may work with this physician.

(c) Parity

42. Finally, the Hearing Committee has considered whether the Settlement Agreement is reasonable as it compares with other similar cases considered by the College. Parity in sanctions both builds public confidence in the integrity of the disciplinary process, and indicates fairness to the physician.
43. The College has identified three previous cases involving sexual harassment of a colleague by a physician, and submitted that the Settlement Agreement contains a sanction which is comparable to those matters.
44. There is only one recent previous reported decision from the College on sexual harassment, *Re Ezema*. In that case, the Hearing Committee has established that workplace sexual boundary cases indicate a penalty range of 2 to 6 months of suspension from practice.¹⁰
45. In *Re Ezema*, a physician was found to have sexually harassed a social work colleague by unwanted comments and invitations, and to have sexually assaulted a nursing colleague on one instance. The Hearing Committee imposed a penalty of 4 months of suspension after a lengthy hearing, which also resulted in a significant costs award.¹¹
46. The College has also submitted two Ontario cases from 2013, both of which involve sexual harassment and assault of colleagues. In *Ontario (CPSO) v. Cameron*, the physician was found to have sexually harassed two nurses and sexually assaulted one nurse colleague. This matter was resolved without hearing, and the physician received a reprimand and three-month suspension.¹²

¹⁰ *Re Ezema*, 2018 CanLII 105365, Disposition Decision, para 44.

¹¹ *Re Ezema*, para 65.

¹² 2013 ONCPSD 10.

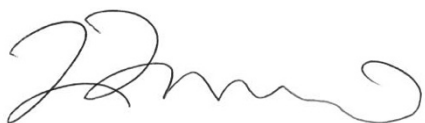
47. In *Re McInnes*, the physician had sexually harassed a nurse colleague by making unwanted comments and invitations over a period of one month, and also kissed her on the cheek. This case has the most similar facts to the Complaint against Dr. Ramirez-Morejon, with the exception that there is no allegation of sexual touching in this case. The physician received a 2-month suspension and conditions and limitations.¹³
48. The 2-month period of suspension in the current case is on par with the comparable cases which have been brought to the attention of the Hearing Committee.
49. We find that the seriousness of Dr. Ramirez-Morejon's conduct is on the lower end of the spectrum of sexual harassment, including that it does not involve any attempted, threatened or actual physical contact, and despite the significant impact it had on the Complainant. Considering both the aggravating and mitigating factors outlined above, the 2 to 6-month range for a suspension indicated by the Hearing Committee in *Re Ezema*, and the penalties imposed in other cases, the Hearing Committee agrees that the Settlement Agreement is within the reasonable range of outcomes for this Complaint.

E. Conclusion

50. The Hearing Committee has approved the Settlement Agreement on the basis that it falls within the reasonable range of outcomes in all of the circumstances of this case. Accordingly, we accept the Settlement Agreement and adopt it as an order of the Hearing Committee.

¹³ 2013 ONCPSD 32.

THIS DECISION made at Halifax, Province of Nova Scotia this 8th day of August, 2022.



Nasha Nijhawan



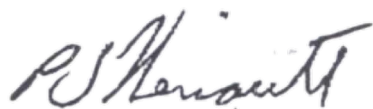
Dr. Naeem Khan



Dr. Cathy MacDougall



Dr. Debra Morrison



Dr. Scott Theriault

Appendix "A"

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX)

IN THE MATTER OF: The *Medical Act*, S.N.S. 2011, c. 38

- and -

Dr. Jose Ramirez-Morejon

SETTLEMENT AGREEMENT

Dr. Jose Ramirez-Morejon, a medical practitioner in the Province of Nova Scotia and a member of the College of Physicians and Surgeons of Nova Scotia (the "**College**"), hereby agrees with and consents to, the following in accordance with the provisions of the *Medical Act*:

I. BACKGROUND OF DR. RAMIREZ-MOREJON

1. Dr. Jose Ramirez-Morejon has held a Clinical Assistant Licence with the College since July 2015.
2. During the time period in which the conduct giving rise to the complaint occurred, Dr. Jose Ramirez-Morejon was employed as a Clinical Assistant in a hospital in Nova Scotia.
3. Dr. Ramirez has no prior disciplinary history with the College.

II. OVERVIEW OF THE COMPLAINT

4. The Complainant is a Registered Nurse who at all material times was employed on the same unit as Dr. Ramirez-Morejon. She had recently graduated from nursing school when she began work on this unit. Dr. Ramirez-Morejon was some 20 years her senior in age.
5. The Complainant filed a letter of complaint with the College, alleging that she had been sexually harassed by Dr. Ramirez-Morejon over a period of six months.
6. In her letter to the College, the Complainant states that she made it clear to Dr. Ramirez-Morejon on numerous occasions early on that she was not interested in him romantically. She notes that despite clearly communicating her disinterest and discomfort with his behavior towards her, and denying his proposed gifts and invitations, Dr. Ramirez-Morejon continued to tell her that he had feelings for her, disregarding her words. He suggested they run together, and on another occasion that he could cook supper for her. Shortly after Dr. Ramirez-Morejon initially expressed interest in her and asked if he could see her after her shift, she told him specifically that would be unprofessional and inappropriate and would affect their work relationship.
7. Within the first number of weeks as Dr. Ramirez-Morejon made approaches to her, the Complainant reported the situation to her nurse manager. After discussing the matter, the Complainant decided to try to address the matter on her own.
8. On an occasion about a month after Dr. Ramirez-Morejon started to express interest in the Complainant, he again asked her to see him after her shift. He made the request

multiple times during the shift to which she said no, and then asked again at the end of her shift. At that point she decided to meet him at the hospital entrance near the parking lot so she would have time outside of work to specifically tell him she was not interested in him. Dr. Ramirez-Morejon pulled up beside her in his car, repeatedly asking her to get in. She told him specifically she did not reciprocate the same feelings toward him, and did not get in his car. She understood after that time that they both agreed to have a respectful co-worker relationship and to be "colleague friends". Dr. Ramirez-Morejon told her he would stop making comments to her at work of a personal nature.

9. Approximately two months later during a night shift Dr. Ramirez-Morejon told the Complainant he had missed seeing her, and, if she would feel his wrist she would see his pulse was tachycardic (beating fast). She specifically told him no, and was very uncomfortable for the remainder of the shift. During a separate night shift in the same rough timeframe Dr. Ramirez-Morejon told the Complainant he enjoyed coming to work and seeing her there and she responded she did not feel the same and that she felt uncomfortable and uneasy. Dr. Ramirez-Morejon told her he had feelings for her and that he did not get to talk to anyone about his feelings except her. She told him he needed to talk to someone else about his feelings.
10. At about this same time Dr. Ramirez-Morejon approached the Complainant during a day shift as she was walking out of a room on her floor and told her he wanted to take her salsa dancing for her birthday and that he could teach her. She declined. On another occasion a few weeks later, Dr. Ramirez-Morejon walked very close to the Complainant causing her to back up so they would not collide. He asked her where she was going and she told him she was going on her lunch break. He asked if he could join her and she told him no. She then came out of the break room with her coat and encountered Dr. Ramirez-Morejon leaning against the wall by the elevators. He began walking with her as she walked down flights of stairs to the entrance. She told him "You walk this way, and I will walk the opposite way". He persisted to walk in the same direction so she returned to the hospital. She tried to leave through a side staircase door and he attempted to follow her again, telling her he was going to be away for a few weeks and wanted to talk to her. She declined.
11. After approximately six months had passed since Dr. Ramirez-Morejon had started expressing a personal interest in the Complainant, and having discussed the matter with her manager on at least two other occasions, the Complainant initiated a formal Respectful Workplace complaint with her employer. An internal investigation occurred over the next two months. The employer concluded that the incidents as described by the Complainant had occurred and that the Complainant on several occasions had made it clear to Dr. Ramirez-Morejon that his advances were not welcome.
12. The Employer concluded that Dr. Ramirez-Morejon engaged in the following behavior, constituting sexual harassment:
 - (i) Offensive or inappropriate persistent implicit or explicit behavior which a person ought reasonably to have known to be unwelcome;
 - (ii) Objectionable conduct/actions, comments, or displays made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment;

- (iii) Unwelcome invitations or requests whether indirect or direct, which a person knew or ought to have reasonably known to be unwelcome; and
 - (iv) Conduct that showed lack of respect for a person's dignity, self-esteem, comfort or privacy.
13. Specifically, the employer found that, over the six months in question, despite the Complainant telling Dr. Ramirez-Morejon on various occasions that his invitations were unprofessional, unwanted and inappropriate, Dr. Ramirez-Morejon had:
- (a) Commented on the Complainant's physical appearance by telling her she was beautiful;
 - (b) Offered various items to the Complainant which she refused such as flower tea, food and his spare stethoscope;
 - (c) Told the Complainant that he had romantic feelings for her and gave her unwanted attention by completing the Medical Administration Record which normally would have been completed by her;
 - (d) Extended an unwelcome invitation to the Complainant by asking her to go on a run;
 - (e) Asked the Complainant for her phone number on two occasions;
 - (f) Asked to see the Complainant after her shift despite being told by the Complainant that would be unprofessional and inappropriate;
 - (g) Offered to cook supper for the Complainant and put it on her front lawn in light of COVID restrictions;
 - (h) After agreeing to just be "colleague friends", later resuming his comments toward the Complainant, telling the Complainant he had missed seeing her and if she would feel his wrist she would see his pulse was tachycardic;
 - (i) Sat across from the Complainant in a work room and told her he enjoyed coming to work and seeing her there, to which she responded she did not feel the same and felt uncomfortable and uneasy;
 - (j) Told the Complainant on more than one occasion that he had feelings for her and that he loved her;
 - (k) Invited the Complainant to go salsa dancing for her birthday;
 - (l) In September, 2020, despite the Complainant indicating on previous occasions that she found Dr. Ramirez-Morejon's approaches to be inappropriate, he again asked to accompany the Complainant on a break. He persisted in following her outside despite her saying no more than once. Dr. Ramirez-Morejon had told her he was not going to be at work for a few weeks and wanted to walk with her;

- (m) Crossed the street to see the Complainant after she finished a night shift, observing the direction in which she was walking. He later told her he thought he knew where she lived. The Complainant found this encounter to be very weird.
- 14. The Employer placed Dr. Ramirez-Morejon on an administrative leave with pay while the investigation occurred over a seven-week period. It mandated a three-day suspension deemed served during the administrative leave and deducted three days' pay from his salary. In addition, the Employer directed that, upon his return to work, Dr. Ramirez-Morejon would be required to arrange his shifts to accommodate the Complainant's schedule, ensuring they were never scheduled to work at the same time, and he was unable to work on his former unit except in the event of an emergency. The employer further required that Dr. Ramirez-Morejon complete both online and in-person respectful workplace training and that he meet with his supervisor to set clear expectations regarding the employer's Respectful Workplace Policy.
- 15. In her communications with the College, the Complainant shares that she has been negatively impacted emotionally, mentally, and financially resulting from Dr. Ramirez-Morejon's harassment. She notes that initially while she remained assigned to the same unit she was unable to take short time-shift changes or work overtime due to the scheduling constraints imposed by her employer. The Complainant states that, due to the impact of these events on her mental health, she has had to go off work on short term illness and sees a psychologist. In more recent communications with the College, the Complainant has advised she is not returning to her former unit as she does not feel safe or supported in that environment with Dr. Ramirez-Morejon in the same building. She states that Dr. Ramirez-Morejon's conduct will have a permanent impact throughout her life.

III. DR. RAMIREZ-MOREJON'S RESPONSE TO THE COMPLAINT

- 16. Dr. Ramirez-Morejon indicates that for the five years following the start of his practice as a Clinical Assistant, he enjoyed success in his role, receiving consistent positive feedback from patients, colleagues, staff and his employer. He indicates that at the time the Complainant started work on his unit she was friendly to him and they would chat. He advises he was going through a stressful period personally developed romantic feelings for the Complainant, and "acted foolishly".
- 17. Dr. Ramirez-Morejon communicated his concern to the College that no one from his employer addressed the Complainant concerns about his behavior until six months had passed from the first incident of harassment. He noted that if a nurse manager had spoken with him early on to address the Complainant concerns, he would have realized his conversation was not welcomed and would have immediately stopped his behavior.
- 18. In his response to the complaint, Dr. Ramirez-Morejon stated to the College that he was never "overtly sexual" in his conversations with the Complainant. He further stated about expressing his feelings to the Complainant:

This was completely inappropriate for multiple reasons, including my marriage, my role as a physician, our age difference, and the workplace context. Most importantly I now realize that my indulging in romantic fantasy was immature and selfish, as well as unfair and damaging to (the Complainant), something which I never intended.

19. Dr. Ramirez-Morejon indicates that when confronted by his employer, although he recalled certain details differently than the Complainant had, he admitted to the substance of the complaint. He similarly admits his conduct to the College.
20. The College's Investigation Committee interviewed both Dr. Ramirez-Morejon and the Complainant. After listening to the Complainant's interview, Dr. Ramirez-Morejon indicates that before hearing the interview he did not fully appreciate how new she was to nursing, how difficult it must have been for her to navigate a new role, and how his comments added to her stress in the workplace. He advises that he has been deeply affected and forever changed by this situation. He acknowledges the impact his conduct had on the Complainant and notes he has also been impacted and continues to feel sad and ashamed that he did not see things from the Complainant's point of view until she complained. He states that he never intended to make the Complainant feel unsafe or uncomfortable.

IV. MATTERS REFERRED TO HEARING

21. After reviewing all information available from the employer's investigation and from both the Complainant and Dr. Ramirez-Morejon, the Investigation Committee determined that the test for a referral to hearing was met. They referred to hearing the allegation that Dr. Ramirez engaged in a series of behaviours which he should have known or ought reasonably to have known would be objectionable, unwelcome, cause offence or humiliation to the Complainant, or adversely affect her health and well-being, which is in contravention of the College's Standard and Guidelines Regarding Sexual Misconduct by Physicians.

V. ADMISSIONS

22. Dr. Ramirez-Morejon admits that he engaged in the conduct described in paragraph 13 and admits the allegation referred to hearing. He admits such conduct violates the College's *Professional Standard and Guidelines Regarding Sexual Misconduct by Physicians*. In that Standard the College defines "sexualized conduct" as "conduct including threatened, attempted or actual conduct, behavior or words of a physician, with a sexual connotation, character or quality." The Standard then defines "sexual misconduct" to include "any sexualized conduct by a physician toward any person....other health professionals, employees...or others which the physician know or ought reasonably to know would be objectionable, unwelcome, cause offence or humiliation to the person, or adversely affect the person's health and well-being."
23. Dr. Ramirez-Morejon acknowledges his admitted conduct constitutes sexual misconduct and that such conduct constitutes professional misconduct, which is defined in section 2(a) of the *Medical Act* as follows:

"professional misconduct" includes such conduct or acts in the practice of medicine that, having regard to all the circumstances, would reasonably be regarded as disgraceful, dishonorable or unprofessional and that, without limiting the generality of the foregoing, may include breaches of

....

- (ii) the accepted standards of the practice of medicine.

VI. DISPOSITION

24. Dr. Ramirez-Morejon's agrees to the following:

- (i) Dr. Ramirez-Morejon is reprimanded for his professional misconduct arising from the sexual misconduct he exhibited with respect to the Complainant;
- (ii) Dr. Ramirez-Morejon's Clinical Assistant Licence is suspended for a two-month period which commenced April 18, 2022;
- (iii) Dr. Ramirez-Morejon shall successfully and unconditionally complete and pass the PROBE: Ethics & Boundaries Course and is required to take the next available course following the issuance of the Decision of the Hearing Panel approving this agreement. The payment for this course will be part of the costs agreement made in accordance with terms agreed upon with the College;
- (iv) If Dr. Ramirez-Morejon fails to receive an unconditional pass following the completion of the PROBE: Ethics & Ethics and Boundaries Course, he shall retake the course until he receives an unconditional pass at his own expense. In this event, he will take the next available offering of the course.

VII. RETENTION OF JURISDICTION

25. The Hearing Committee of the College, in its present or successor form, retains jurisdiction over this matter to deal with any issues of interpretation, implementation, or variation of this agreement.

VIII. COSTS

26. Dr. Ramirez-Morejon agrees to pay costs to the College in the amount of \$5,000 inclusive of HST, representing a contribution to the College's costs of investigating and concluding this matter, on such terms as agreed upon with the College.
27. Costs are a debt due to the College, recoverable through civil action if not paid by the due date agreed with the College. Dr. Ramirez-Morejon agrees that in the event he defaults in his payment of costs, the full amount of the costs shall be immediately due, and his licence shall be suspended pending payment in full. In the event the full amount is not paid by the date agreed with the College, judgment shall be entered against him for the balance of the costs remaining unpaid together with interest compounded at the rate of six percent (6%) per annum.

IX. PUBLICATION


28. A summary of the Decision of the Hearing Committee approving this Settlement Agreement, in such form as approved by the Registrar, shall be published on the College's website.


X. EFFECTIVE DATE

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

DATED at Halifax, Nova Scotia on _____, 2022.



 Witness Graeme Hiebert



Dr. Jose Ramirez-Morejon
 Dated: 23, June, 2022


Marjorie Hickey, Q.C.
 Counsel for the College of Physicians and Surgeons of Nova Scotia

Dated: June 27, 2022

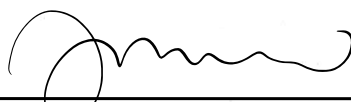

 Witness Kayla MacDonald


 Witness _____


Chair
 Investigation Committee, College of Physicians and Surgeons of Nova Scotia
 Dated: June 15, 2022

The Hearing Committee, College of Physicians and Surgeons of Nova Scotia

Dated August 8, 2022.


 Nasha Nijhawan, Vice-Chair