

Saskatchewan College of Paramedics Consensual Complaint Resolution Agreement

THIS AGREEMENT made in duplicate pursuant to the subclause 27(2)(b)(i) of *The Paramedics Act*
BETWEEN:

Taylor Halliday

Primary Care Paramedic (PCP), Registry No. 47344
(in this Agreement referred to as "the Member")

- and -

Professional Conduct Committee, Saskatchewan College of Paramedics
(in this Agreement referred to as "the PCC")

1. Background

- 1.1. The Member first registered with the Saskatchewan College of Paramedics as a Primary Care Paramedic (PCP) on September 26, 2019. The Member has been working in the paramedic profession since November 2019.
- 1.2. On April 9, 2020, the SCoP received a complaint about the Member in relation to the posting of several videos on the member's YouTube blog known as "Work Days In My Life As a Paramedic".
- 1.3. During the investigation of the matter, the PCC became aware that an additional party raised concern about the existence of the videos with the member's employer, and that the member's partner was advised that videos existed, after they were removed.
- 1.4. In addition to information about the member's personal life and social matters, the videos discuss the member's day working in the paramedic profession and in some of the videos describe details regarding the patients she assessed or treated, including their condition, conversations held with the patient, or deceased patients. Content included views of the inside of the ambulance unit showing the location of medication(s), equipment and materials, a conversation held with the member's partner while driving lights and sirens to a patient transfer, and a confidential staff meeting with participants unaware they are being filmed.
- 1.5. While the member is on-call, the dispatch radio can be heard which provide the service area and some specific details about the patient or location.
- 1.6. Eight (8) videos were reviewed by the PCC and the PCC investigator. The member states she removed the videos on May 15, 2020 and has not reposted them.
- 1.7. The member states her goal behind making the videos was to give a behind-the-scenes look into the life of a paramedic and how it is to work as a paramedic as she was looking for that type of content when looking into the Paramedicine career.
- 1.8. The member states it wasn't her intention to share any personal information about patients and intended to be as careful as she could be about sharing the type of calls she experienced and that she made the videos as a virtual diary for herself and others to watch if they are looking for information regarding the Paramedicine career path. She admits that upon reflection she may have overshared some details.

- 1.9. The member admits she worked with a small rural service and that management support was not readily available for debriefing from difficult calls. She did not utilize her partner to debrief from troubling calls. She admits she shared details of some of the difficult calls on the videos and with her Mother. These details did not include the patient's name.
- 1.10. Several videos show the member in her paramedic uniform, driving her personal vehicle to work and filming while driving. The member's uniform reveals branding of the specific service provider.
- 1.11. The videos provide descriptions of private and confidential information related to specific patient calls. The details of which, if known by the patient, family member, or community members could identify the patient and family and would bring hardship upon those identified.
- 1.12. When the employer became aware of the videos, they were reviewed and the member was asked to remove the videos from the public domain immediately.
- 1.13. At the time of the investigation, the member was no longer working for the same employer and has hired on with another service in a casual capacity.
- 1.14. During the interview with the PCC investigator, the Member indicated she was conflicted as to whether the information she discussed in the videos was a breach of confidentiality. She later admitted that she was guilty of professional misconduct because she failed to meet several responsibilities and obligations related to her Code of Professional Conduct and breached *The Health Information Protection Act*. The member admits there was no consent to discuss patient details.
- 1.15. When applying for licensure through the Saskatchewan College of Paramedics, the member made declarations acknowledging:
 - She reviewed and understood the Paramedics Act;
 - She reviewed and understood the Regulatory Bylaws, including the Code of Professional Conduct.
- 1.16. The member has cooperated with the investigation.

- **Applicable Legislation**

- Upon completion of the investigation, the PCC concluded that there is sufficient evidence to believe that the incidents as alleged constitutes professional misconduct as defined in section 25 of *The Paramedics Act*.
- Section 25 of *The Paramedics Act* defines professional misconduct as follows:

Professional misconduct

25 Professional misconduct is a question of fact, but any matter, conduct or thing, whether or not disgraceful or dishonourable, is professional misconduct within the meaning of this Act if:

- (a) it is harmful to the best interests of the public or the members;*
- (b) it tends to harm the standing of the profession;*
- (c) it is a breach of this Act or the bylaws;*
- (d) it is a failure to comply with an order of the professional conduct committee, the discipline committee or the council.*

- o The PCC also believes there is sufficient evidence to find that the incident establishes a violation of the Code of Professional Conduct which sets out the expected standard of conduct as follows:

Principles of Ethical Behavior for All Members

1. The well being of the patient must be the primary concern;
2. honour the profession;
5. remember that integrity and professional ability should be the member's best advertisement;
7. respect the confidentiality of issues.

Responsibilities to the Patient

All members shall:

1. Provide care based on human need with respect for human dignity;
2. never exploit any patient for personal advantage;
4. report any activity deemed non-ethical or illegal to the appropriate authorities;
5. protect and maintain the patient's safety, dignity and privacy;
7. hold in confidence all personal information entrusted to the member in the health care setting respecting the patient unless failure to disclose would endanger the patient or a third party or the disclosure is required by law;
12. be considerate of the patient's family and significant others and cooperate with them in the patient's interest.

Responsibilities to the Profession

All members must:

1. Be familiar with current legislation and practice within the limitations defined in the member's scope of practice;
2. behave in a way beyond reproach and report any incompetent, illegal or unethical conduct by colleagues or other health care personnel to the appropriate authorities;
3. conduct and present oneself in such a manner so as to encourage and merit the respect of the public for members of the profession;
5. recognize that self-regulation of the profession is a privilege and that each practitioner has a continuing responsibility to merit the retention of this privilege;
6. assume responsibility for personal and professional development;
7. never use the member's profession, knowledge or skills for unethical gain;
8. strive to improve the professional standards in the member's community and accept a share of the profession's responsibility to society in matters relating to the health and safety of the public, health education and legislation affecting the health or well-being of the community;

9. observe the rules of professional conduct set out in the "Code" in the spirit, as well as in the letter.

- **Terms and Undertakings**

- This Agreement remains in effect until all of the conditions outlined in the undertakings described in paragraph 3.3 have been satisfactorily completed to a maximum of 12 months from the date the agreement is signed by the member and the Chairperson of the PCC.
- The Member acknowledges and understands the seriousness of following her responsibilities and obligations as contained in the Code of Professional Conduct and understands that as a paramedic she is required to behave in a manner that is beyond reproach and to conduct and present herself in such a manner so as to encourage and merit the respect of the public for members of the profession.
- The Member states that the YouTube videos have been removed from public view. The YouTube Videos shall removed from public view in perpetuity and not be shared in private viewings.
- The Member undertakes to:
 - (a) complete MacEwan University's Professional Responsibilities for Paramedicine (course code HLST 0270), at the Member's own cost, within six months of the signing of this Agreement;
 - (b) complete *The Health Information Protection Act* ("HIPA") Bootcamp course provided by the Executive Director of the College, at the Member's own costs, within four months of the signing of this agreement. Due to the state of emergency declared by the Government of Saskatchewan in relation to COVID-19 pursuant to *The Emergency Planning Act*, the "Bootcamp" will be offered virtually by the Executive Director in early 2021;
 - (c) within two months of completing (b) above, submit to the chair of the PCC an essay of no less than 1700 words and no fewer than four formal references, describing the issue of confidentiality and what it means to the paramedic profession, both in direct patient contact and otherwise, and why it is so detrimental to the profession to have postings to public sites;
 - (d) pay the sum of \$2493.25 to the College as a contribution toward the cost of investigating the complaint against her within 6 months of the signing of this Agreement;
 - (e) within three days of signing this Agreement, verbally notify the member's current employer of the existence of the Agreement;

(g) provide a copy of this Agreement to the member's current employer and any potential future employer while the agreement is in effect.

- **Report to Discipline Committee**

- As soon as this Agreement is signed, the PCC shall make a written report to the Discipline Committee recommending that no further action be taken with respect to the complaint because it has been resolved with the consent of the Complainant and the Member.
- In accordance with subsection 27(5) of *The Paramedics Act*, the PCC shall provide copies of the report to the Council of the College, the Complainant, the Member, and the current employer who shall be named by the Member.

- **Disclosure and Notification**

- The College will record the existence of this Agreement in the register and otherwise disclose it in accordance with its policies as they exist from time to time.
- The existence of this Agreement between the College and the Member shall be recorded on the register of the College until the term of the Agreement expires.
- The PCC and the Executive Director of the College shall receive and keep a signed copy of the Agreement for their records.
- The College shall mail a copy of this Agreement to the complainant and the Member's employer where applicable.
- This Agreement shall be posted to the College's website.
- Any Canadian paramedic regulator may be notified of the agreement while it is in effect.

- **Consequences of Breach of Undertaking**

- The Member acknowledges that a breach of any undertakings set out in paragraph 3.3 of this Agreement is professional misconduct and any allegation of such a breach will be investigated by the PCC as a new complaint.

- **Conclusion of Undertakings**

- Upon compliance with all of the undertakings set out in paragraph 3.3 of this Agreement, the Member may apply to the Chair of the PCC to have the undertakings concluded.

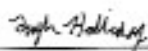
- o If the PCC is satisfied that the Member has substantially complied with the terms and undertakings in this agreement, the PCC will consider the undertakings to be concluded and shall so inform the Member in writing.

- **Agreement Voluntary**

- o The Member acknowledges that she has voluntarily entered into this agreement and is aware of his rights and responsibilities.

This agreement was signed by the Member on the 24 day of October, 2020.

DocuSigned by:



Tayler Halliday
Registry Number 47344
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Witness

This agreement was signed on behalf of the PCC by its Chair on the ___ of _____, 2020.

Brian Hyland
Chair, Professional Conduct Committee
Saskatchewan College of Paramedics

Witness

- If the PCC is satisfied that the Member has substantially complied with the terms and undertakings in this agreement, the PCC will consider the undertakings to be concluded and shall so inform the Member in writing.

- **Agreement Voluntary**

- The Member acknowledges that she has voluntarily entered into this agreement and is aware of his rights and responsibilities.

This agreement was signed by the Member on the ____ day of _____, 2020.

Taylor Halliday
Registry Number 47344

Witness

This agreement was signed on behalf of the PCC by its Chair on the 27 of October, 2020.

Brian Hyland
Brian Hyland
Chair, Professional Conduct Committee
Saskatchewan College of Paramedics

Ken G. Hutchison Hunter
Witness

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Hunter