Saskatchewan College of Paramedics Consensual Complaint Resolution Agreement

BETWEEN:

Jim Pollock, Emergency Medical Responder, Registry No. 13836 (the Member)

AND:

THE PROFESSIONAL CONDUCT COMMITTEE (The PCC) OF THE SASKATCHEWAN COLLEGE OF PARAMEDICS (The College)

Whereas the Saskatchewan College of Paramedics received a complaint on October 1, 2021, that on September 30, 2021, the Member's employee, a Primary Care Paramedic, carried and administered dilaudid to a patient, outside of their scope of practice. The employee stated she sought permission from her employer(s) at and was encouraged to administer the dilaudid, despite knowing this was outside a Primary Care Paramedic's scope of practice. The employee acknowledged she does not have the appropriate license to carry or administer dilaudid to a patient. Further concerns include the Member's (also the owner/operator of response to the College, as the Complaint against his employee unveiled. The Member behaved unprofessionally and uncooperatively and did not address the concerns brought to his attention, but rather implemented new forms to rationalize the out-of-scope conduct; and

Whereas the complaint was referred to the PCC for review and investigation in accordance with subsection 27(1) of *The Paramedics Act*; and

Whereas as a result of the investigation, the PCC is of the opinion that the Member would be found guilty of Professional Misconduct and/or Professional Incompetence, as these terms are defined in sections 24 and 25 of *The Paramedics Act*, on the grounds that the Member knowingly encouraged an employee to practice out of scope, behaved unprofessionally and uncooperatively when the issue was raised, and subsequently altered internal forms to support the out of scope practice of carrying and administering dilaudid without the appropriate license. In doing so, the PCC determined the Member displayed conduct harmful to the public and/or profession and is in breach of the bylaws of the College; and

Whereas The Member continues to maintain a management and supervisory role with and and

Whereas the PCC is of the opinion that no further action with respect to the matter under investigation is warranted because the Member and the PCC have consented to its resolution on the terms contained in this agreement.

Now, therefore, the PCC and the Member agree as follows:

1. Terms and Undertakings

- 1.1. The agreement remains in effect until all the conditions outlined in the undertakings described in paragraph 1.3 have been satisfactorily completed. This shall be no more than one year from the date the PCC has signed the agreement.
- 1.2. The Member acknowledges and understands the seriousness of following his responsibilities and obligations as contained in the Code of Professional Conduct and understands that as a paramedic, he is

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required to behave in a manner that is beyond reproach and to conduct and present in such a manner, to encourage and merit the respect of the public for members of the profession.

1.3. The Member undertakes to:

- (a) Review the SCoP's Professional Code of Conduct within 1 month of signing this agreement; and
- (b) At the Member's own expense, complete the MacEwan University Professionalism in Paramedicine course within 3 months of signing this agreement; and
- (c) Provide to the Chair of the PCC an essay of not less than 1200 words, discussing the purpose and importance of practicing within your scope, what options are available when requests to practice outside the scope of practice are received, the risks of a negative outcome, and the importance of their mentorship, supervisory and management commitments for their employees, within 5 months of signing this agreement; and
- (d) Pay costs related to the investigation of \$500.00, within 12 months of signing this agreement.

2. Disclosure and Notification

- 2.1 Disclosure of this agreement shall be in accordance with *The Paramedics Act* and the College's policies that may exist from time to time.
- 2.2. 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.
- 2.3. The PCC and the Executive Director of the College shall receive and keep a signed copy of the agreement for their records.
- 2.4. Any Canadian paramedic regulator may be notified of the agreement.
- 2.5. This agreement will be posted to the College's website.

3. Consequences of Breach of Undertaking

3.1. The Member acknowledges and understands that, if the PCC has reason to believe the Member has breached an undertaking contained in this agreement, the PCC will investigate the matter as a new complaint in accordance with *The Paramedics Act*.

4. Conclusion of Undertaking

- 4.1. 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 inform the Member in writing that:
 - 4.1.1. The Member's compliance with the terms and undertakings have been satisfactory; and
 - 4.1.2. The notation on the register regarding this agreement has been removed.

This agreement was signed by the Member on	the 3 day of Aug	, 2022.
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James Polluck 13836	Witness	_
Registry Number	(11.0.2.2	
This agreement was signed on behalf of the Po	CC on the <u>âle</u> of <u>August</u>	<i>,</i> 2022
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n' gela Sereda	Witness	
For: Chair, Professional Conduct		
Committee Saskatchewan College of		

Paramedics