

**Saskatchewan College of Paramedics
Consensual Complaint Resolution Agreement**

BETWEEN:

Doris Robertson, Primary Care Paramedic, Registry No. 14681 (the Member)

AND:

The Professional Conduct Committee (The PCC) of The Saskatchewan College of Paramedics (The College)

Whereas the Saskatchewan College of Paramedics received complaints on December 26, 2022, and, January 9, 2023, regarding the Member's assessment and treatment of a patient on [REDACTED]. The concerns raised were that Member failed to recognize and treat a patient's condition as an emergency.

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

Whereas the evidence obtained by the PCC during the investigation, establishes that the Member engaged in activities which most likely constitute professional misconduct and/or professional incompetence. Specifically, the Member's assessment and treatment of a patient on [REDACTED] was inadequate. The investigation report notes several parties were interviewed, including the Member, the employer, and additional witnesses, and all agreed the Member displayed a lack of knowledge, skill, and judgement during this patient interaction.

Whereas the PCC concluded that the Member would most likely 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's actions compromised patient care and deficiencies in applying her responsibilities as a health care provider.

Professional misconduct is conduct that is harmful to the best interests of the public; and/or the members; and/or the standing of the profession. Any conduct that is harmful to the best interests of the public; and/or the members; and/or that tends to harm the standing of the profession is professional misconduct.

Professional incompetence is conduct that includes a display of a lack of knowledge, skill or judgment to an extent that demonstrates the member may be unfit to continue in the practice of the profession; and provide services that are ordinarily delivered as part of the practice of the profession and/or a disregard for the welfare of a member of the public to the extent that a member may be unfit to continue in the practice of the profession or provide services delivered as a part of the practice of the profession.

Section 10 of the College's Regulatory Bylaws requires that every Member must comply with the Code of Professional Conduct. A breach of the Code is therefore a breach of the bylaws, and a breach of the bylaws is professional misconduct as defined in section 25 of *The Paramedics Act*; and

Whereas the PCC is of the opinion that a disciplinary hearing is not warranted in this case; and

Whereas the PCC is of the opinion that no further action with respect to the matter under investigation is warranted because the Member has cooperated throughout the course of the investigation, and the Member and the Complainant 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 This Agreement remains in effect until all the conditions outlined in the undertakings described in paragraph 1.3 have been satisfactorily completed.

1.2 The Member acknowledges and understands the seriousness of their responsibilities and obligations as contained in the Code of Professional Conduct and understands that as a paramedic they are required to behave in a manner that is beyond reproach and to conduct and present oneself in such a manner so as to encourage and merit the respect of the public for members of the profession.

1.3. The Member undertakes to:

(a) At the Member's expense, successfully complete the Sask Polytech PCP Refresher and Practicum; EMER 1642 and EMER 1643 within (10) months of signing this agreement; and

(b) At the Member's expense, successfully complete the employer's or the SHA's continuing education training, which will be reported by the employer for the duration of this agreement; and

(c) For the duration of this agreement, [REDACTED] will provide quarterly progress reports confirming the Member's attendance and completion of the employer or the SHA's continuing education training. The reports shall be sent to the SCoP Director, Jennifer Williams and will be arranged with the [REDACTED] or an acceptable substitute; and

(d) Pay costs related to the investigation of \$3000.00, within (12) months of the signing of 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. The College shall mail a copy of this agreement to the Member.
- 2.5. Any Canadian paramedic regulator may be notified of the agreement.
- 2.6. This agreement will be posted to the College's website, until the completion of all terms outlined in section 1.3.

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 6 day of April, 2023.

Doris Robertson

Doris Robertson 14681

Registry Number

Barb Wells

Witness

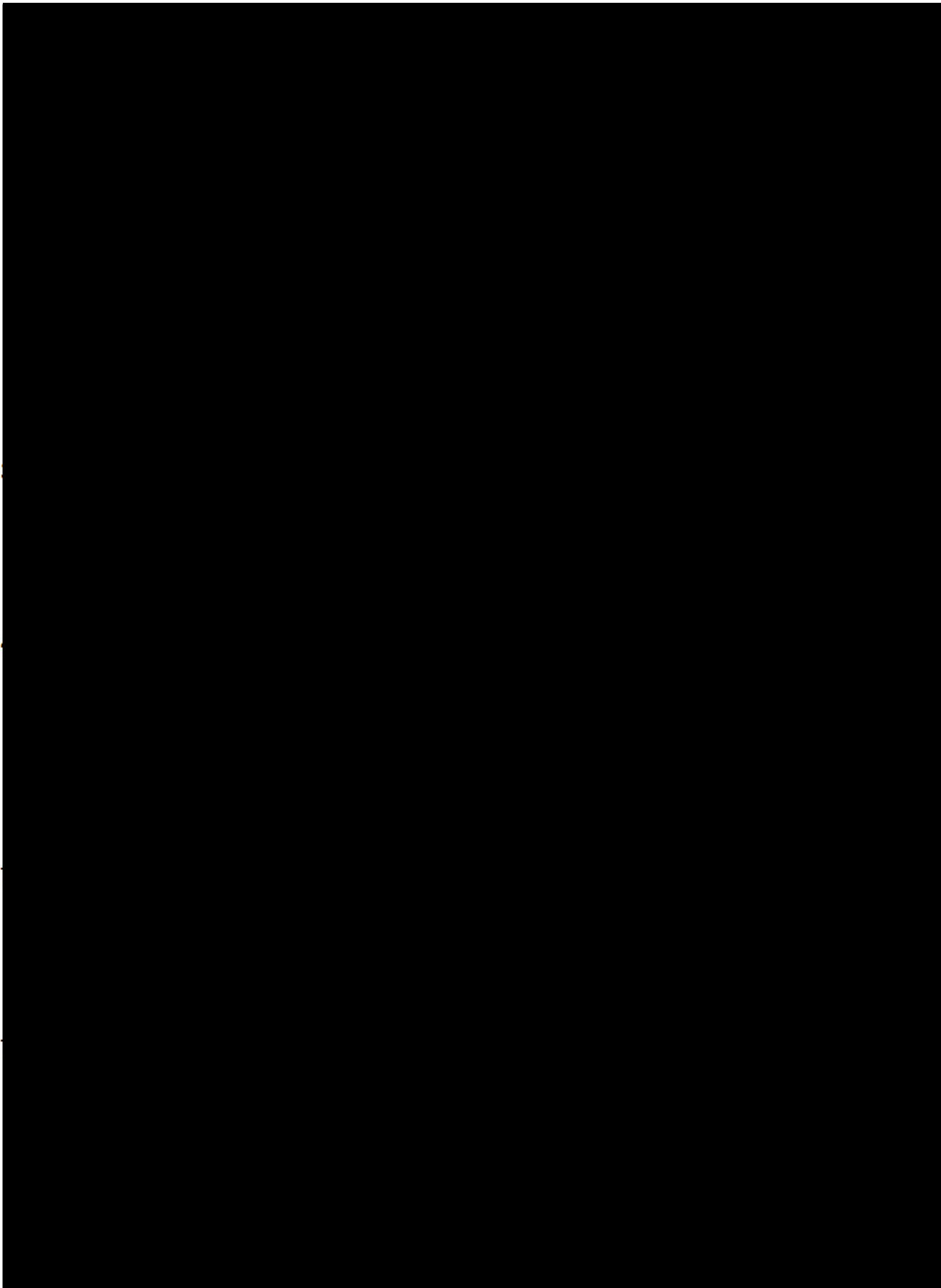
This agreement was signed on behalf of the PCC on the ___ of _____, 2023.

Ron Colin

Chair, Professional Conduct Committee

Saskatchewan College of Paramedics

Witness



APPENDIX A

Pursuant to this Agreement, [REDACTED] or acceptable substitute, shall collaborate with the Saskatchewan College of Paramedics (SCoP) regarding the Member, Doris Robertson who is employed with [REDACTED] by providing the following:

- For the duration of this agreement, quarterly progress reports confirming the Member's attendance and completion of the employer or the SHA's continuing education training. The reports shall be sent to the SCoP Director, Jennifer Williams and will be arranged with the [REDACTED] or an acceptable substitute.

This agreement was signed on behalf of [REDACTED]
on the 13th of April, 2023.

[REDACTED]