

Saskatchewan College of Paramedics Complaint Resolution Agreement

THIS AGREEMENT is made pursuant to clause 27(3)(g) of *The Paramedics Act*.

BETWEEN:

Dane Cleenwerck, Advanced Care Paramedic, Registry No. 3547968
(in this agreement referred to as the Member)

- and -

**The Professional Conduct Committee
of the Saskatchewan College of Paramedics**
(in this agreement referred to as the PCC)

WHEREAS the Saskatchewan College of Paramedics (the College) received an anonymous written complaint dated March 28, 2023 alleging that the Member was involved in the theft of fentanyl and morphine from the [REDACTED];
and

WHEREAS the College received another written complaint dated November 22, 2023 from Rod Mackenzie, Executive Director of Provincial Clinical and Support Services, Saskatchewan Health Authority (SHA), reporting that medications that were requisitioned, picked up and signed for by the Member on behalf of his employer, [REDACTED], went missing after leaving the SHA Pharmacy and before arriving at the employer's base; and

WHEREAS the complaints were referred to the College's Professional Conduct Committee (PCC) for review and investigation in accordance with subsection 27(1) of *The Paramedics Act*; and

WHEREAS as a result of its investigation, the PCC is of the opinion that the Member would be found guilty of professional misconduct as that term is defined in section 25 of *The Paramedics Act*, on the grounds that the Member was primarily responsible for control of the narcotic drug supply at [REDACTED] in his position of Operations Manager and failed to promptly implement adequate measures to ensure that all narcotics were properly accounted for as required by law; and

WHEREAS the Member has been cooperative throughout this investigation and has taken responsibility for his actions; 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 entered into an agreement pursuant to which the Member has provided a number of undertakings to the PCC and has agreed to other measures designed to address the conduct that led to the complaints in this matter;

NOW, THEREFORE, the PCC and the Member agree as follows:

Term of agreement

1. This agreement remains in effect until April 3, 2027.

Acknowledgement of responsibility

2. The Member acknowledges and understands that as the Operations Manager for [REDACTED] it was primarily his responsibility to ensure that narcotic drugs were appropriately accounted for as required by law and that he failed to promptly implement or to pursue implementation of adequate processes and procedures to prevent significant quantities of narcotic drugs from going missing.

Undertakings

3. The Member undertakes:

- (a) within 12 months from the date of the execution of this agreement by the Member, to complete at his own cost, with an unconditional pass, the PROBE: Ethics & Boundaries Program – Canada, <https://www.cpepdoc.org/cpep-courses/probe-ethics-boundaries-program-canada/#toggle-id-10>;
- (b) within 6 months from the date of the execution of this agreement by the Member, to provide to the Chair of the PCC an essay of at least 2000 words, with no less than four formal references, on the societal consequences of narcotics, appropriate medication use for the appropriate person, how paramedics should not be contributing to the problem, responsibilities of paramedics to narcotic use in safety, handling and patient care, and the impact to paramedic care in Saskatchewan if Health Canada pulled their exemption.
- (c) during the term of this agreement:
 - (i) to refrain from transporting or administering controlled medications, including narcotics, beyond what is necessary in the course of his clinical duties or employment (aside from personal use of any medications prescribed to the Member by a duly qualified health professional);
 - (ii) to submit to urine drug screening for non-prescribed controlled medications on a random and/or regular interval, as required and requested by the College, at his cost to a maximum of 12 urine drug screens in any given calendar year;
 - (iii) during each shift that he works as a paramedic in a role requiring him to handle any controlled medications, including narcotics, to ensure that:
 - (A) an inventory of the exact contents of the pouch he receives at the commencement of his shift is documented and verified by someone other than the Member via direct handover from another ACP;

(B) the contents of the pouch are again inspected, documented, and verified by a third party when the pouch is returned at the end of each shift;

(C) if he administers any controlled medications during his shift, he documents both the dose and any wastage, in a manner sufficient to identify the patient receiving the medication, and witnessed by another paramedic;

(D) prior to and following each shift, a third party verifies and documents the contents of the ambulance, noting any medications administered or wasted while the Member was present; and

(E) in the event additional medication is required beyond what is provided to the Member at the start of his shift, he follows the same procedures as outlined in paragraphs 3(c)(iii)(A) to (D) when receiving any controlled medications from any other source;

(iv) to obtain approval from the College prior to resuming practice as a licensed paramedic in any role which would require him to be primarily responsible for independently supervising, ordering, or managing the overall supply of controlled medications, including narcotics, or for implementing policies and procedures with respect to the security, documentation, or the prevention of loss or theft for controlled medications and, in order to obtain approval, the Member shall provide information to the College regarding:

(A) his role and responsibilities, particularly his role in accessing, transporting, and/or administering any controlled medications;

(B) his understanding of the measures put in place by the Member's employer relating to the security, documentation, and the prevention of loss or theft for controlled medications, in compliance with any applicable federal and provincial standards; and

(C) a proposed system for logging the Member's handling and administration of controlled medications showing his shift schedule, controlled medications administered, information sufficient to identify the patient receiving the medications (for example, a patient care record number), and any shift partners or witnesses who were present for the purpose of verification, and controlled medications accessible to the Member at the start and end of his shifts;

(v) to submit the log described in paragraph 3(c) (iii)(C) to the College immediately on request; and

(vi) to report to the College as soon as possible after the Member becomes aware of any inadvertent or accidental breach of this agreement by the Member, any errors in documentation in the logs submitted to the College in accordance with clause 3(v), or any irregularities relating to controlled medications accessible to, handled, or administered by the Member, together with contact information for any witnesses who can verify the nature of the reported incident for the College.

Reprimand

4. The Member accepts a formal reprimand from the College.

Fine

5. The Member shall pay a fine in the amount of \$2,500 to the College within 12 months from the date of the execution of this agreement by the Member,

Costs

6. The Member shall pay a portion of the costs of the investigation to the College in the amount of \$4,675 within 12 months from the date of the execution of this agreement by the Member,

Disclosure

7(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) The existence of this agreement between the College and the Member shall be recorded on the register of the College and posted on the College's website until the term of the agreement expires.

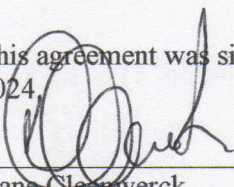
(3) The Member shall ensure that his employer or employers are provided with a copy of this agreement.

(4) Any Canadian paramedic regulator may be notified of this agreement.

Consequences of breach of agreement

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

This agreement was signed on behalf of the Member, Dane Cleenwerck, on November 29, 2024.



Dane Cleenwerck
Registry Number 3547968



Witness (via electronic means)

This agreement was signed on behalf of the Professional Conduct Committee on December 03, 2024.



Ron Colin
Chair, Professional Conduct Committee
Saskatchewan College of Paramedics

Witness