

METRO PRACTITIONER WELLNESS

POLICY STATEMENT

The performance of individual Staff Members is assessed, measured and acted upon by the Medical Staff as a part of its leadership and organizational performance improvement functions and its overall responsibility to the Governing Body for ensuring the quality of medical services provided by Staff Members. Staff Members can be impaired by illness, including addictive disease, dementia or other psychiatric disease, or certain general medical conditions. Staff Members are expected to maintain a health status which will allow them to carry out the professional activities for which they have been granted Clinical Privileges in a manner which is professional, competent, and maintains the safety of patients and caregivers. In performing this function, the Medical Staff is guided first and foremost by its legal and ethical obligations to ensure quality care and the safety of patients.

The Medical Staff has developed this Metro Practitioner Wellness Policy (“Policy”) to ensure that appropriate mechanisms are in place to address issues of Staff Member impairment. It is the goal of these mechanisms to encourage Staff Members to address potential impairment issues *before* they impact quality care and patient and caregiver safety or the Staff Member’s Clinical Privileges or licensure status. Notwithstanding this objective, if, at any time, a Staff Member’s impairment threatens quality care or patient safety, the Medical Staff has an ethical and legal obligation to use all available means it deems necessary or appropriate to ensure quality care and the safety of patients, including without limitation, disciplinary action.

The overall intent of this Policy is to enhance the likelihood that Staff Members with an impairment will acknowledge, come forward and address, seek the support of peers in pursuing rehabilitation for, and not be driven by fear of disciplinary action to deny, rationalize or conceal their impairment. Similarly, with the knowledge and trust that matters of impairment will be addressed compassionately, supportively, and thoroughly without mandatory impact on the Staff Member’s Clinical Privileges, individuals (e.g., other Staff Members, executives, or other employees of the Medical Center(s), etc.) may be more comfortable making their concerns regarding a potentially impaired Staff Member known so that the impairment can be addressed.

It is not the intent of this Policy that matters of impairment impacting Staff Members be forever shielded from existing mechanisms of peer review, credentialing or corrective action. Rather, so long as quality care and patient and caregiver safety are not compromised and the Staff Member complies with all applicable requirements, the Medical Staff shall favor using a non-disciplinary mechanism to deal with matters of Staff Member impairment. All capitalized terms not defined in this Policy shall have the meaning set forth in the Medical Staff Bylaws.

1. GENERALLY

1.1 Commitment to Quality Care.

The Medical Center(s) and Medical Staff are committed to providing patients with quality care. The delivery of quality care may be compromised if a Staff Member is suffering from an Impairment (defined below).

1.2 **Definition of Impairment.**

A Staff Member may be considered to have an impairment (“Impairment”) if the Staff Member’s professional performance or conduct is adversely affected by age, loss of motor or cognitive skills, or physical or mental health disorders or illness, such as chemical dependency.

1.3 **Guidelines.**

The steps outlined in this Policy are guidelines and are not directives that create any rights for the Medical Staff Member. Deviations may be appropriate and are not grounds for invalidating any action taken.

2. **REFERRAL TO THE METRO PRACTITIONER WELLNESS COMMITTEE**

2.1 **Communication of Impairment Concerns.**

If any individual (including a Staff Member, Medical Center employee, patient, visitor, vendor or other person) has a concern that a Staff Member has an Impairment, he or she is encouraged to report the concern to the applicable Site Chief Medical Officer, the Metro Practitioner Wellness Committee chairperson, the Chairperson of the Metro Credentials Committee, the Chairperson of the Metro Medical Executive Committee, or the applicable Site Administrative President. When possible, such report shall be made in writing. The individual making the report shall describe the incident(s) that led to the concern and provide any other relevant factual information. If, after discussing the report with the individual who filed it and considering available facts and information, Chief Medical Officer, the Chairperson of the Metro Medical Executive Committee, or the Administrator believes the report is credible, the matter shall be referred to the Metro Practitioner Wellness Committee Chairperson for further review and evaluation.

2.2 **Self-Referral.**

All Staff Members are strongly encouraged to voluntarily seek the assistance of the Metro Practitioner Wellness Committee and may do so by contacting any member of the Metro Practitioner Wellness Committee or the applicable Site Chief Medical Officer. The Chief Medical Officer or the Metro Practitioner Wellness Committee member who is contacted will proceed in accordance with Section 3 of this Policy. A Staff Member, regardless of whether an Aurora employee or not, may confidentially contact the Aurora Employee Assistance Program (EAP) 24 hours a day, seven days per week by calling (800) 236-3231.

3. **REVIEW BY THE METRO PRACTITIONER WELLNESS COMMITTEE**

3.1 **Initial Evaluation by the Metro Practitioner Wellness Committee Chairperson.**

The Metro Practitioner Wellness Committee chairperson (the “**Chairperson**”) and the Chief Medical Officer shall perform an initial review of all concerns referred to the Metro Practitioner Wellness Committee to determine whether the information provided indicates an **imminent danger to the health, safety or welfare of any individual**. If so, the Chairperson will refer the concern to any individual with the authority to impose a summary or administrative suspension as set forth in the Medical Staff Bylaws. The Chairperson will

ensure that the concern is properly documented and obtain additional information as necessary. If the Chairperson determines that the information does not indicate an imminent danger, the Chairperson shall refer the concern to the Metro Practitioner Wellness Committee for further review.

3.2 Appointment and Responsibilities of Primary Contact Person; Delivery of Notice of Evaluation Letter.

If the concern will proceed to review by the Metro Practitioner Wellness Committee, the Chairperson will assign a member of the Metro Practitioner Wellness Committee to serve as the Staff Member's primary contact person (the "Primary Contact Person"). The responsibilities of the Primary Contact Person include: (a) facilitating communication between the Metro Practitioner Wellness Committee and the Staff Member; (b) providing on-going availability and support to the Staff Member; and (c) working with the Staff Member to develop and coordinate a comprehensive wellness plan, as applicable.

3.3 Evaluation and Report by Primary Contact Person.

The Primary Contact Person will make a reasonable effort to obtain the relevant facts by: (1) discussing the concern with the Staff Member, the initial reporter, and other individuals; (2) reviewing relevant medical records, reports, and any other information deemed necessary or relevant by the Primary Contact Person; and (3) consulting with internal or external specialists or resources as necessary. The Staff Member shall be invited to explain the activities and/or conduct involved and encouraged to submit a written explanation or response. Discussions with the Staff Member shall not constitute a formal hearing under the Medical Staff Bylaws. The Primary Contact Person will generally conclude his or her evaluation within fourteen (14) days of receiving the concern and forward all relevant information to the Chairperson. The Primary Contact Person will seek approval from the Chairperson in the event a longer time period is required.

3.4 Review by the Practitioner Wellness Committee.

The Chairperson will distribute all relevant information to Metro Practitioner Wellness Committee members, arrange for Metro Practitioner Wellness Committee review, and invite the Staff Member to meet with the Metro Practitioner Wellness Committee and submit written materials. The Metro Practitioner Wellness Committee shall meet and review any information it deems relevant, including any materials submitted by the Staff Member. In addition, the Metro Practitioner Wellness Committee will discuss the concern with the Staff Member (if he/she accepts the opportunity), the initial reporter, and other individuals, as applicable. Discussions with the Staff Member shall not constitute a formal hearing under the Medical Staff Bylaws.

3.5 Recommendations; Ongoing Wellness Agreement.

Following its review, the Metro Practitioner Wellness Committee shall document its findings and recommendations and proceed according to the following options:

- (a) Non-Credible Report. If a majority of the Metro Practitioner Wellness Committee concludes there is no merit to a report of Impairment, the report shall be destroyed.

- (b) No Further Action. If a majority of the Metro Practitioner Wellness Committee concludes that no Impairment exists, the Chairperson shall forward the conclusion to the Medical Staff Services Manager, who will maintain a confidential record of all Impairment concerns that proceeded through review by the Metro Practitioner Wellness Committee but in which no further action was taken. All such concerns shall be reviewed quarterly by the Metro Practitioner Wellness Committee to determine whether there is a pattern of practice or conduct concerns that needs to be further addressed by the Metro Practitioner Wellness Committee, the Metro Credentials Committee, or the Metro Medical Executive Committee. This confidential file shall be separate from the Staff Members' peer review and credentials files and shall not be maintained in such files.
- (c) Further Action Required. If a majority of the Metro Practitioner Wellness Committee concludes that an Impairment exists, the Metro Practitioner Wellness Committee shall, depending on the nature and severity of the impairment:
- i. Continued Wellness Monitoring/Referral for Treatment. Continue informal evaluations and schedule additional meetings with the Staff Member and others, as appropriate, for purposes of further analysis and monitoring of the Impairment and for providing support and advice to the Staff Member regarding treatment options, which may include referral of the Staff Member to appropriate professional internal and/or external resources for evaluation, diagnosis, and treatment of the Impairment; and/or
 - ii. Continued Wellness Agreement. Reach a formal written agreement with the Staff Member regarding a program for ongoing wellness, including treatment and recovery, a sample of which is attached as Exhibit A ("Ongoing Wellness Agreement"). The Staff Member shall be informed that failure to enter into a written Ongoing Wellness Agreement on a voluntary basis may necessitate referral of the Staff Member for appropriate corrective action under the Medical Staff Bylaws.
- (d) Corrective Action. If a majority of the Metro Practitioner Wellness Committee concludes that corrective action may be indicated, the Metro Practitioner Wellness Committee shall proceed in accordance with the corrective action process set forth in the Medical Staff Bylaws.

3.6 Documentation.

All information acquired in connection with the review and evaluation of health care services provided by an individual Staff Member and any records of investigations, inquiries, proceedings and conclusions of such review or evaluation, including any materials submitted by the Staff Member, shall be included in the Staff Member's confidential peer review file. Such information may be factored into privileging decisions (e.g. the decision to permit the Staff Member to maintain existing Clinical Privilege(s), to modify the Staff Member's existing Clinical Privilege(s), or to revoke the Staff Member's existing Clinical Privilege(s) prior to or at the time of reappointment and renewal or modification of Clinical Privileges).

3.7 Tentative Time Period for Review.

Unless the matter is submitted for corrective action, the review process will generally be completed within sixty (60) days of the date the matter was referred to the Metro Practitioner Wellness Committee. This timeframe may be used as a general guide, but may also be extended on a case-by-case basis.

3.8 Need for Corrective Action; Breach of Ongoing Wellness Agreement.

If at any time during the evaluation, diagnosis, treatment, or rehabilitation phase of the process it is determined that a Staff Member is unable to safely perform the Clinical Privileges he or she has been granted, the Chairperson shall forward the matter for appropriate corrective action in accordance with the Medical Staff Bylaws.

3.9 Confidentiality.

Medical Center leaders, Medical Staff leaders, and any involved Metro Practitioner Wellness Committee members shall comply with all applicable laws regarding the confidentiality of information related to the review and evaluation of health care services.

3.10 Reporting.

The Metro Practitioner Wellness Committee shall meet as necessary and shall make reports to the Metro Credentials Committee, the Site Chief Medical Officer, the applicable Site Administrative President, and others as applicable.

REFERENCES:

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FORM(S):

METRO MEDICAL EXECUTIVE COMMITTEE APPROVAL: OCTOBER 5, 2017

BOARD OF DIRECTORS APPROVAL: OCTOBER 16, 2017

ONGOING WELLNESS AGREEMENT

This **ONGOING WELLNESS AGREEMENT** (“Agreement”) is made and entered into effective as of the ___ day of _____, 20___, by and between _____ (“Staff Member”) and [Legal Entity name of Medical Center] (“Medical Center”).

RECITALS:

WHEREAS, Member is on the Medical Center’s [Medical Staff/Advanced Practice Professional Staff] with active clinical privileges; and

WHEREAS, Medical Center and Staff Member desire to enter into an agreement regarding a program of ongoing wellness, treatment, and recovery.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. Voluntariness. Staff Member’s execution of this Agreement is voluntary and Member acknowledges and agrees that Staff Member is not required to sign this Agreement.

2. Member Obligations. Staff Member hereby understands and agrees that Staff Member’s appointment to the Medical Center’s [Medical Staff/ Advanced Practice Professional Staff] and the exercise of Staff Member’s clinical privileges are hereby conditioned upon Member’s agreement with, and adherence to, the conditions described in the treatment plan, attached hereto and incorporated herein as Attachment A (the “Wellness Plan”).

3. Release and Indemnification. Staff Member hereby releases, indemnifies and holds harmless Medical Center, the Metro Practitioner Wellness Committee (the “Committee”) members, and the Medical Center’s officers, directors, members, Medical Staff members, employees, agents and representatives from any and all liability whatsoever as a result of any act or omission performed in good faith in connection with this Agreement.

4. Medical Center Obligations. Medical Center shall keep confidential any and all information it receives about Staff Member pursuant to this Agreement unless disclosed: (1) to pursue corrective action in accordance with the Medical Staff Bylaws; (2) to the extent necessary to enforce compliance with this Agreement and to facilitate treatment; (3) to the extent necessary to protect the health and safety of patients, including, without limitation, reporting to Medical Staff leadership instances in which Staff Member is providing or has provided unsafe treatment; (4) to the extent required by ethical obligations; (5) to other Aurora Health Care, Inc. hospitals or facilities where Staff Member currently provides services or holds, has applied for, or in the future holds or applies for membership and/or clinical privileges; and/or; (6) as otherwise required or permitted by law or accreditation standards.

5. Amendment. Staff Member acknowledges and agrees that this Agreement shall be reevaluated and revised at such intervals as the Committee deems appropriate to keep the Agreement tailored to the current circumstances.

6. Termination. Staff Member agrees that this Agreement shall remain in full force and effect until terminated by written notification to Staff Member from the Committee that the special requirements imposed upon Staff Member as a condition of Staff Member’s appointment to the [Medical Staff/ Advanced Practice Professional Staff] have been terminated.

7. Failure to Comply.

[OPTION 1: Staff Member acknowledges and agrees that Staff Member's failure to comply with this Agreement, as determined in the Medical Center's sole discretion, will result in an immediate and automatic termination of Member's **[Medical Staff/ Advanced Practice Professional Staff]** membership and all clinical privileges at the Medical Center, and that in such event, Member hereby waives all hearing and appeal rights under the Medical Staff Bylaws.]

[OPTION 2: Staff Member acknowledges and agrees that Staff Member's failure to comply with this Agreement, as determined in the Medical Center's sole discretion, may result in the referral of Staff Member for potential corrective action under the Medical Staff Bylaws.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

[Name Staff Member]

Date Signed

[] Chairperson, Practitioner
Wellness Committee

Date Signed

[Legal Entity name of Medical Center]

Date Signed

By: _____

Attachment A

WELLNESS PLAN

Staff Member understands and agrees that Staff Member's appointment to the Medical Center's [Medical Staff/ Advanced Practice Professional Staff] and the exercise of Staff Member's clinical privileges are hereby conditioned upon Staff Member's agreement with, and adherence to, the following conditions: (check all that apply)

___ **1. Abstinence.** Staff Member shall maintain total abstinence from all psychoactive and/or mood-altering substances, including but not limited to alcohol and herbal preparations, unless such substances are properly prescribed or permitted by Staff Member's treatment provider(s) and are used by Staff Member in accordance with Staff Member's treatment program. Prior to receiving a prescription or permission allowing the use of any psychoactive or mood-altering substance, Staff Member will:

1.1 Inform the treatment provider of this Treatment Plan and changes thereto and Staff Member's recovery status;

1.2 Provide the Metro Practitioner Wellness Committee (the "Committee") with written documentation from the treatment provider that describes the Staff Member's diagnosis and states that the use of the substance shall not impair the Staff Member's ability to practice in a safe and effective manner and shall not interfere with the Staff Member's recovery program, provided the substance is used in accordance with the prescription or as permitted by Staff Member's treatment provider(s); and

1.3 Provide the Committee with a copy of the prescription or authorization permitting use of the substance.

___ **2. Testing.** Staff Member shall provide observed biological samples and submit to alcohol breath analysis:

Biological Samples: ___ Random ___ Scheduled: _____

Alcohol Breath: ___ Random ___ Scheduled: _____

___ **3. Assessments; Evaluations.** Staff Member shall submit to additional assessments with _____, and such physicians or other treatment personnel as may from time to time be required and designated by the Committee. Staff Member shall also participate in face-to-face conferences with the Committee at least _____ for a period of _____, or at such frequency and for such period of time as deemed appropriate by the Committee. Staff Member is responsible for scheduling requested face-to-face conferences. Staff Member's failure to schedule or attend such conferences at the scheduled date/time without prior notice and an adequate reason for Staff Member's absence, as determined by the Committee, shall be deemed a breach of this Agreement;

___ **4. Notifications.**

4.1 Staff Member shall direct all treatment providers, counselors and programs to immediately notify the Committee in the event the treatment provider, counselor, or program has reason to suspect Staff Member has failed to conform to Staff Member's applicable treatment program(s) with each such provider(s).

4.2 Staff Member shall notify the Committee, as soon as possible, of any termination of Staff Member's relationship with Member's treatment provider(s), counselor(s), or program(s)

and the name(s) of any treatment provider(s), counselor(s), or program(s) assuming responsibility for Staff Member's treatment;

4.3 Staff Member shall notify the Chief Medical Officer or Primary Contact Person immediately in person or by telephone if the Staff Member fails to comply with any of the requirements in this Treatment Plan. Staff Member shall notify the Chief Medical Officer or Primary Contact Person within twenty-four (24) hours if Staff Member fails to comply with any other term of this Agreement;

___ **5. Reports.**

5.1 Staff Member shall ensure that a formal written report is submitted to the Committee from Staff Member and/or Staff Member's treatment providers, counselors and programs attesting to Staff Member's progress and treatment at least _____ [**insert weekly, monthly, quarterly**] for a period of _____; or at such frequency and for such period of time deemed appropriate by the Committee. Such reports shall include:

- (a) A description of the Staff Member's progress with the Treatment Plan;
- (b) An assessment of the Staff Member's compliance with recommended treatment (e.g. absence from unauthorized substances such as alcohol and herbal preparations);
- (c) The dates and times of Staff Member's attendance at AA/NA meetings, verified by the signature of a group or meeting representative (as applicable);
- (d) The dates and results of scheduled or random screening tests; and
- (e) The signature of the Staff Member and Staff Member's treatment provider, counselor, or program.

5.2 Staff Member shall direct Staff Member's treatment providers, counselors and programs to submit copies of all assessments, progress notes, and reports to the Committee, ensure the all such documentation is sent by the relevant treatment providers, counselors and programs, and confirm that all such documentation is received by the Committee at least _____ [**insert weekly, monthly, quarterly**] for a period of _____; or at such frequency and for such period of time deemed appropriate by the Committee.

___ **6. Professional Practice; Monitoring and Restrictions.** Staff Member shall maintain a level of professional practice that is appropriate during the different stages of Staff Member's treatment and recovery as such is determined by the Committee, and to the Committee's review and monitoring of the same and comply with any re-entry guidelines or conditions established by the Committee for Staff Member's return to professional practice at the Medical Center, if such is interrupted or curtailed;

___ **7. Authorizations.** Staff Member shall execute all applicable authorizations needed to permit the Committee and all practitioners and individuals involved in the treatment and assessment of the Staff Member to disclose and/or receive confidential information, including without limitation, alcohol and/or drug abuse (AODA) treatment records, to or from each other regarding such Staff Member's condition and treatment, and all releases needed to facilitate the Staff Member's treatment and recovery, including the Release and Consent to Testing, in the form attached hereto as Attachment B;

___ **8. Costs.** Staff Member shall pay promptly when due all expenses in connection with Staff Member's recovery and performance under this Agreement including, but not limited to, medications, professional fees, laboratory fees and assessments with health care providers.

___ **9.** Other. _____

_____.

Attachment B

RELEASE AND CONSENT TO TESTING

I, _____, freely and voluntarily consent to the collection and testing of scheduled or random biological samples (including blood, hair and/or urine samples) for the presence of any substance as requested by the Practitioner Wellness Committee, and to scheduled or random alcohol breath analysis from me, upon the request of and at the times designated by [**Name of Medical Center's legal entity**] (the "Medical Center") and to the release of test result from such samples.

I hereby release, indemnify and hold harmless the Medical Center, the Practitioner Wellness Committee members, and Medical Center's officers, directors, members, Medical Staff members, employees, agents, and representatives from any and all liability whatsoever as a result of laboratory examinations performed as requested by the Medical Center.

I acknowledge that I am currently on the medications listed below:

<u>Medication</u>	<u>Dosage</u>	<u>Prescribed by</u>	<u>Date Prescribed</u>
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I have read and fully understand this Release and Consent To Testing.

Signature

Date and Time

Collection Witness

Date and Time

Collector (if different than witness)

Date and Time

Accession Number