I. PURPOSE

This Medical Staff Conduct Policy describes minimum expectations regarding the conduct of Staff Members, defines acceptable behavior and behaviors that undermine a culture of quality and safety, and how concerns are reviewed and processed.

II. SCOPE

This Policy applies to all Staff Members of the Aurora Health Care Unified Medical Staff.

III. DEFINITIONS/ABBREVIATIONS

Capitalized terms used within this Policy not otherwise defined herein shall have the meaning set forth in the Medical Staff Bylaws.

“Advocate Aurora Health or AAH” means Advocate Aurora Health, Inc. or an entity wholly owned and/or majority controlled by AAH.

“Team Member” means an employee of Advocate Aurora Health.

IV. POLICY

All individuals within Medical Center facilities shall be treated courteously, respectfully and with dignity. To that end, the Governing Body requires all individuals, including without limitation Medical Staff Members and Advanced Practice Clinician Staff Members, to conduct themselves in a professional and cooperative manner at all times.

A. Minimum Expectations. At a minimum, all Staff Members are expected to:

1. Treat all individuals with courtesy, dignity, and respect;
2. Comply with the Medical Staff Bylaws and all AAH, Medical Center and Medical Staff policies;

3. Address concerns about clinical and non-clinical judgments of fellow Staff Members or others directly, privately, and professionally with the appropriate individual(s) (e.g., the pertinent Staff Member, the pertinent Staff Member’s immediate supervisor, the Site Leadership Council President, the Chief Medical Officer, or the Site Administrator);

4. Address dissatisfaction with AAH, Medical Center or Medical Staff policies or the services or conduct of others through appropriate channels;

5. Work together as a team;

6. Be fair and honest;

7. Embrace diversity, equity, and inclusion;

8. Cooperate with patients in their care and with colleagues at all levels, recognizing that we need one another to reach our goals;

9. Support an environment in which ideas and concerns may be expressed freely;

10. Value differences of opinion, and when conflicts occur, deal with them directly and constructively;

11. Offer criticism in a good faith and constructive manner and accept constructive criticism;

12. Foster fair and just principles and evidence based practice to maintain an environment in which patients, their families, Team Members, and fellow Staff Members can identify, manage, and learn from actual and potential risks to patient safety, with the goal of preventing patient safety events; and

13. Demonstrate behaviors that support AAH's values of excellence, compassion, and respect.

B. Unacceptable Conduct. “Unacceptable Conduct” includes, but is not limited to the following:

1. Any behavior that endangers or could endanger the safety of anyone in the Medical Center, including, without limitation, patients, their families, Staff Members, Team Members and visitors;
2. Any behavior that is inconsistent with applicable laws, regulations, or ethical standards;

3. Disruptive Conduct, including:
   a) Verbal, written or physical behavior that a reasonable person could consider intimidating, threatening, abusive, demeaning, offensive, hostile, or otherwise unprofessional, whether directed at Staff Members, Team Members, administration, patients, family members, visitors, or others encountered as a result of the Staff Member's association with the Medical Center (e.g., behaviors, remarks or actions in violation of AAH policy, or that interfere with an individual's ability to work competently); and
   b) Any other conduct (including, without limitation, behavior that is inconsistent with the AAH Code of Conduct) that indicates the Staff Member is unable to work harmoniously with others in a manner that does not interfere with the orderly operation of the Medical Center.

4. Impertinent or inappropriate comments (or illustrations) made in a patient medical record or other official document, posted on an AAH system or property, social media platforms, or other publicly accessible communication;

5. Use of foul language (verbal or written) or gestures, or non-constructive criticism that intimidates, undermines confidence, belittles, or implies stupidity or incompetence;

6. Willful damage, theft or unauthorized use or possession of AAH, Medical Center, Team Member, or patient property;

7. Willful disregard of AAH, Medical Center or Medical Staff policies or the Medical Staff Bylaws;

8. Unauthorized use, possession, or ingestion of mood-altering substances, including alcohol or drugs (except legally prescribed medication), which impair the Staff Member's ability to safely practice medicine while providing services or during a period in which the Staff Member is on-call to provide services;

9. Threats, reprisals, or any other aggressive, intimidating, or discriminatory behavior that could be considered retaliatory, against individuals who express professional practice, conduct, or other concerns;
10. Dishonesty or intentional misrepresentation in communications with peer reviewers, accreditation or regulatory agencies, Staff Members, Team Members, administration, personnel, patients, family members of patients or others; and

11. Inappropriate relationships or communications with patients, family members, visitors or others that may compromise patient trust or autonomy or raise ethical, social, or business conflicts of interest.

V. PROCEDURE

A. Addressing Unacceptable Conduct Concerns.

1. Communication of Unacceptable Conduct Concerns. Any Staff Member or Team Member who has a concern or becomes aware of a concern that a Staff Member may have engaged in Unacceptable Conduct, should report the concern to the Site Administrator, the Chief Medical Officer, the Site Leadership Council President, the appropriate Department Chief, or any of the AAH reporting mechanisms (e.g., event reporting system, Compliance Hotline). After discussing the Unacceptable Conduct concern with the individual who reported the concern and considering available facts and information, the matter shall be referred to the Chief Medical Officer. The Chief Medical Officer will collaborate with other stakeholders as appropriate. Complaints and grievances originating from a patient or patient representative shall also be subject to policies and procedures applicable to patient complaints.

2. Evaluation by the Chief Medical Officer. The Chief Medical Officer shall perform a review of the Unacceptable Conduct concern to determine whether the information provided indicates an imminent danger to the health, safety, or welfare of any individual. If so, the Chief Medical Officer will refer the concern to any individual with the authority to commence an evaluation of the concern in accordance with the Medical Staff Bylaws. The Chief Medical Officer will ensure that the concern is properly documented and obtain additional information as necessary (including meeting with the Staff Member if appropriate). If the Chief Medical Officer determines that the information does not indicate an imminent danger, the Chief Medical Officer shall evaluate and refer the concern as described below.

   a) Non-Credible Report. If the Chief Medical Officer concludes there is no merit to a report of Unacceptable Conduct, no further action shall be taken.
b) **Credible Report.** If the Chief Medical Officer (after consultation with the Department Chief, Site Leadership Council President, Site Administrator, AAH affiliates where the Staff Member is on staff, has privileges or is employed, and/or others, as appropriate) concludes that the report was credible, the Chief Medical Officer shall, depending on the nature and severity of the circumstances, pursue one or more of the following:

1. **Collegial Review/No Further Action.** If the Chief Medical Officer concludes the Staff Member did not engage in Unacceptable Conduct, the Chief Medical Officer will forward a document memorializing the conclusion to the Staff Member and Medical Staff Services, a sample of which is attached as **Exhibit A** ("**Collegial Review Letter**"). No further action is required.

2. **Collegial Intervention.** If the Chief Medical Officer concludes the Staff Member did engage in Unacceptable Conduct, pursue collegial intervention with the Staff Member. Collegial intervention shall be progressive in nature as appropriate to the nature and frequency of the circumstances and may include, without limitation, one or more of the following: (1) meeting(s) with colleagues, peers, and/or leadership in an individual or group setting in the spirit of improvement, mentorship and/or counseling, (2) referral to an educational program for disruptive practitioners, a behavioral coach, or an anger management program, (3) ongoing informal evaluations and meetings with the Staff Member and others, as appropriate, for purposes of monitoring the Staff Member's ongoing compliance with this Policy, the Medical Staff Bylaws, all applicable policies, laws and regulations, and a Monitoring Agreement, if applicable. All collegial interventions shall be documented in a letter, a copy of which shall be provided to the Staff Member and Medical Staff Services, a sample of which is attached as **Exhibit B** ("**Collegial Intervention Letter**").

3. **Monitoring Agreement.** Subject to approval by the Site Leadership Council, reach a formal written agreement with the Staff Member regarding a program for ongoing compliance with this Policy, the Medical Staff Bylaws, and all applicable policies, laws and
regulations, a sample of which is attached as **Exhibit C** ("Monitoring Agreement"). The Staff Member shall be informed that failure to enter into a written Monitoring Agreement on a voluntary basis may necessitate referral of the Staff Member for appropriate remedial action under the Medical Staff Bylaws.

(4) Remedial Action. If the Chief Medical Officer determines remedial action may be indicated, the Chief Medical Officer shall proceed in accordance with the remedial action process set forth in the Medical Staff Bylaws.

(5) Practitioner Wellness Concerns. If the Chief Medical Officer determines that the Staff Member's Unacceptable Conduct may be in part caused by an impairment (e.g., physical or mental health condition such as alcohol or drug dependency, anger management, burnout, difficult family circumstances, or other life stressors), the Chief Medical Officer shall refer the matter to the Practitioner Wellness Committee or its equivalent for its consideration of additional or remedial action.

B. **Documentation of Unacceptable Conduct Concerns and Action.** The Chief Medical Officer, in collaboration with Medical Staff Services, shall ensure that all credible reports of Unacceptable Conduct and subsequent actions, including, but not limited to Collegial Review Letters, Collegial Intervention Letters and Monitoring Agreements, are documented and maintained in the applicable file(s) in accordance with this and other applicable policies. Documentation of Unacceptable Conduct is critical as it may lead to early detection of inappropriate behavior that could be addressed through collegial intervention before the conduct reaches a level that requires remedial action. 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 file maintained by Medical Staff Services. Documentation and other information regarding Unacceptable Conduct should 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).
VI. **RESOURCES AND REFERENCES**

REFERENCES:

- AAH Code of Conduct
- AAH Social Medical Use Policy
- AAH Maintaining a Drug Free Workplace

**MEDICAL EXECUTIVE COMMITTEE APPROVAL: OCTOBER 13, 2022**

**BOARD OF DIRECTORS APPROVAL: OCTOBER 17, 2022**

VII. **ATTACHMENTS**

- Exhibit A – Sample Collegial Review: No Unacceptable Conduct Letter
- Exhibit B – Sample Collegial Intervention Letter – Unacceptable Conduct Substantiated
- Exhibit C – Monitoring Agreement
EXHIBIT A

SAMPLE COLLEGIAL REVIEW: NO UNACCEPTABLE CONDUCT LETTER

[Include Name, Address, and Date]

Re: Review of Alleged Unacceptable Conduct Concern

Dear [Name of Medical Staff Member],

The purpose of this letter is to inform you that we have received and reviewed a concern of Unacceptable Conduct involving you and have concluded that you did not engage in Unacceptable Conduct. Therefore no further action is required under the Medical Staff Conduct Policy or Medical Staff Bylaws.

**Description of Reported Conduct:**

[Date and brief description of alleged conduct.]

Pursuant to the Medical Staff Conduct Policy, this letter will be placed in your file maintained by Medical Staff Services. Your medical staff membership and clinical privileges are not being affected by this letter.

If you have any questions, please do not hesitate to contact me directly.

Thank you,

[Name]
Chief Medical Officer – [Name of Medical Center]
EXHIBIT B
SAMPLE COLLEGIAL INTERVENTION LETTER – UNACCEPTABLE CONDUCT SUBSTANTIATED

[Include Name, Address, and Date]
Re: Collegial Intervention Notice

Dear [______________],

As we discussed on ________, 20__, the events outlined below are Unacceptable Conduct as defined in the Medical Staff Conduct Policy.

Description of the Unacceptable Conduct:

[Insert brief description of the conduct that met the definition of Unacceptable Conduct]

[If additional actions beyond the meeting are required (e.g. because this is not the first collegial intervention) insert the following:
As we also discussed, the actions outlined below are required for purposes of addressing the concerns that were raised and are deemed part of this collegial intervention.

Description of Required Collegial Intervention Actions:

As applicable, list the collegial intervention already taken (i.e. meeting(s) with colleagues, peers, and/or leadership in an individual or group setting) and the requirements, if any, being put in place by the letter (i.e. referral to an educational program for disruptive practitioners, a behavioral coach, or an anger management program).]

We take this matter seriously. Our meeting on ________, 20__, [the additional required actions set forth in this letter] and this letter, which will be placed in your file maintained by Medical Staff Services, constitute the [first] collegial intervention and notification to you of Medical Staff Conduct Policy violations. You remain a member in Good Standing of the [Medical Staff/Advanced Practice Clinician Staff], and provided that there are no future verified Unacceptable Conduct concerns (or violations of any requirements described in this letter), no further remedial actions relative to these events are anticipated. For your convenience, copies of the Medical Staff Conduct Policy, [Insert any additional applicable policies], and relevant Medical Staff Bylaws excerpts are enclosed.

Please be aware that retaliation against any individual involved in this matter is strictly forbidden. Any retaliatory behavior will be immediately referred to the Medical Executive Committee for further action.

If you have any questions, please do not hesitate to contact me directly.

[Name]
Chief Medical Officer – [Name of Medical Center]

CC:
[Name of applicable Department Chief]
[Name of Site Leadership Council President]
[Name of Site Administrator]
EXHIBIT C
MONITORING AGREEMENT

This MONITORING AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _______, 20____ (the "Effective Date"), by and between ____________________ ("Staff Member") and [Legal Entity name of Medical Center] ("Medical Center").

RECITALS:

WHEREAS, Staff Member is on the Medical Center [Medical Staff/Advanced Practice Clinician Staff] with active clinical privileges;

WHEREAS, Staff Member has engaged in unacceptable conduct, including behavior that is prohibited by the Medical Staff Bylaws ("Bylaws"), the Medical Staff policies, including without limitation the Conduct Policy (the "Conduct Policy"), AAH policies and/or Medical Center policies; [Add specific references to any policies implicated by the unacceptable conduct (e.g. AAH Code of Conduct)]

WHEREAS, Staff Member's unacceptable conduct is detrimental to the collective ability of Medical Center to ensure it meets its obligation to provide safe, quality care to Medical Center patients and interferes with the effective operation of the Medical Center;

WHEREAS, Staff Member wishes to maintain appointment to the Medical Center [Medical Staff/Advanced Practice Clinician Staff]; and

WHEREAS, the parties hereto agree that Staff Member’s continued appointment to the Medical Center [Medical Staff/Advanced Practice Clinician Staff] shall be subject to Staff Member’s acceptance of and continued compliance with the terms and conditions set forth herein.

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

1. Voluntariness and Agreement. Staff Member’s execution of this Agreement is voluntary, and Staff Member acknowledges and agrees that Staff Member is not required to sign this Agreement. Staff Member hereby understands and agrees that Staff Member’s appointment to the Medical Center’s [Medical Staff/ Advanced Practice Clinician Staff] and the exercise of Staff Member’s clinical privileges are hereby conditioned upon Staff Member’s agreement with, and adherence to, the conditions described in this Agreement.

2. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall remain effective until ________________, unless earlier terminated by the MEC. [OR The term of this Agreement shall commence on the Effective Date and shall remain effective for the duration of Staff Member’s appointment to the [Medical Staff/Advanced Practice Clinician Staff], including all reappointments thereto, unless earlier terminated by the Site Leadership Council.]

3. Release and Indemnification. Staff Member hereby releases, indemnifies and holds harmless Medical Center, the Site Leadership Council members, the Medical Executive Committee ("MEC") members, the Credentials 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. **Staff Member Obligations.** Staff Member hereby:

4.1 **Comply with Law.** Agrees to obey all federal, state, and local laws and rules governing the practice of [insert “medicine” or other applicable practice if APC] in the State of Wisconsin.

4.2 **Comply with Bylaws and Policies.** Agrees to fully comply with and abide by the Bylaws and all Medical Staff, AAH, and Medical Center policies, including, without limitation, the Medical Staff Conduct Policy, as all of the foregoing may be amended from time to time. [Add specific references to any policies implicated by the unacceptable conduct]

4.3 **[OPTIONAL] Appointment of Liaison.** Agrees to appoint a liaison from the Medical Center (subject to Site Leadership Council approval) (“Liaison”) who shall, among other things, (i) monitor Staff Member’s compliance with this Agreement; (ii) monitor the progression of, and ensure completion of, the Course(s) described in Section 4.4; (iii) assist Staff Member in achieving active and ongoing compliance with this Agreement; and (iv) serve as the conduit of information among the Site Leadership Council, MEC, the Medical Center administration, Staff Member’s employer, Staff Member and others regarding Staff Member’s progress and any other necessary communications between and among the parties with respect to this Agreement.

4.4 **[OPTIONAL] Course.** Agrees to complete, by no later than ________________, the __________________________ course (the “______ Course”). In addition, Staff Member agrees and acknowledges that the Site Leadership Council and MEC reserve the right to require such further courses, assessments, education, and/or training (the ______ Course and any and all further courses, assessments, education and training collectively referred to herein as the “Course(s)” as the Site Leadership Council and/or MEC determine, in its or their sole discretion, are necessary or desirable to ensure Staff Member’s ability to comply with this Agreement. If further Courses are required, Staff Member agrees to undergo the same. Staff Member hereby requests, authorizes, and directs (and agrees to execute all applicable authorizations to permit) representatives from the Course(s) to disclose and provide to, at intervals established from time to time by, the Liaison, the Site Leadership Council, MEC, and/or its or their designees, any and all information, documentation and reports they may request from time to time in connection with Staff Member’s attendance and participation in the Course(s). Staff Member acknowledges and agrees that Staff Member is responsible for all costs and expenses associated with the Course(s) hereunder, including, without limitation, any associated travel expenses.

4.5 **[OPTIONAL IF SPECIFIC INCIDENT IS TO BE REFERENCED] Written Acknowledgment.** Agrees, if requested by the Chief Medical Officer, to provide a written statement to the Site Leadership Council, MEC and other Medical Center personnel designated by the Site Leadership Council
and/or MEC and involved in the incident on _________, 20__ (the “Incident”), that includes: (i) an acknowledgement of responsibility for the Incident; (ii) an apology for Staff Member’s actions during the Incident; (iii) an acknowledgment that Staff Member’s actions were prohibited by [insert applicable section(s) of the Bylaws, the Policies Governing Medical Practices, including without limitation the Code of Conduct Policy, AAH policies and Medical Center policies]; and (iv) an assurance that Staff Member is taking and will continue to take all necessary actions to prevent future disruptive or unprofessional incidents.

4.6 [OPTIONAL IF SPECIFIC INCIDENT IS TO BE REFERENCED] Verbal Acknowledgement. Agrees, if requested by the Chief Medical Officer, to meet with designated Medical Center personnel involved in the Incident to (i) acknowledge responsibility for the Incident; (ii) apologize for Staff Member’s actions during the Incident; (iii) acknowledge that such actions were prohibited by [insert applicable section(s) of the Bylaws, the Policies Governing Medical Practices, including without limitation the Conduct Policy, AAH policies and Medical Center policies]; and (iv) provide assurance that Staff Member is taking, and will continue to take, all necessary actions to prevent future disruptive or unprofessional incidents.

4.7 Complaints. Agrees and acknowledges that any complaint concerning Staff Member’s professional conduct, including but not limited to Unacceptable Conduct (as defined in the Conduct Policy, that is validated by the Site Leadership Council and/or the MEC, is a violation of this Agreement and shall result in the consequences described in Section 8 of this Agreement.

4.8 Responsiveness. Agrees to (i) respond to all communications and other requests from the Site Leadership Council, MEC, the Site Administrator, the Chief Medical Officer, the Liaison, and/or its or their designees within forty-eight hours (48) of receipt of the same; and (ii) appear for all scheduled meetings requested by the Site Leadership Council, MEC, the Site Administrator, the Chief Medical Officer, the Liaison, and/or its or their designees within five (5) business days of receipt of the request for the same.

4.9 No Retaliation. Agrees to refrain from engaging in any retaliatory discussion with, or taking any action whatsoever in retaliation against, any individual who submits or submitted a complaint or who is or was involved in any situation giving rise to a complaint against Staff Member.

4.10 Notification of Violation. Agrees to notify the Chief Medical Officer and the Site Leadership Council President, immediately in person or by telephone, in the event Staff Member fails to comply with any term or condition of this Agreement.

5. Medical Center Obligations.

5.1 Documentation and Reporting of Complaints. Any complaint(s) regarding Staff Member will be shared with the Site Leadership Council President,
the Site Administrator, the Chief Medical Officer, the Liaison and others, as appropriate. The Site Leadership Council President may delegate the review and preliminary validation of complaints regarding Staff Member to a designee.

6. **Acknowledgment of Receipt of Copy.** By signing this Agreement, Staff acknowledges receipt of a copy of this Agreement, the [insert names of policies and documents provided to the Staff Member].

7. **Amendment.** Staff Member acknowledges and agrees that this Agreement shall be reevaluated and revised at such intervals as the Site Leadership Council deems appropriate to keep the Agreement tailored to the current circumstances. This Agreement may be modified only by a writing signed by Medical Center and Staff Member.

8. **Failure to Comply.**

   [OPTION 1: Staff Member acknowledges and agrees that Staff Member's failure to comply with this Agreement, as determined by the Medical Center in its sole discretion, may result in the referral of Staff Member for potential remedial action under the Bylaws.]

   [OPTION 2- only available in WI: Staff Member acknowledges and agrees that Staff Member's failure to comply with this Agreement, as determined by the Medical Center in its sole discretion, will result in an immediate and automatic termination of Staff Member's [Medical Staff/ Advanced Practice Clinician Staff] membership and all clinical privileges at the Medical Center, and that in such event, Staff Member hereby waives all hearing and appeal rights under the Bylaws.] [NOTE Using this option would result in making the Monitoring Agreement an “investigation” under the NPDB reporting rules and a resignation while the Agreement is in effect would be a reportable event.]

   **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

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

   [Name Staff Member] Date Signed

   [Legal Entity name of Medical Center] Date Signed

   By: ________________________________

Created by: S. Hart/Legal
Governing Body Approval: 10/17/2022
Revisions: