



APPENDIX F

MONITORING AGREEMENT: BEHAVIOR THAT UNDERMINES A CULTURE OF SAFETY

The Physician Health Committee (“PHC”) has developed a supportive program for the Medical Staff of Ronald Reagan UCLA Medical Center designed to protect the safety and welfare of our patients, while aiding Members who engage in a behavior that undermines the culture of safety, acceptable professional functioning, teamwork, or workplace morale. The success of the program is dependent upon a commitment by the Member to participate in all aspects of the program, as well as the ability of the PHC to monitor the Member’s progress.

These are the terms and conditions of the monitoring agreement between _____, M.D. (“Member”) and The Regents of the University of California, on behalf of UCLA Health.

Evaluation

If the PHC cannot determine whether or not there are underlying causes, such as substance use or mental health concerns that may be impacting behavior, further evaluation will be conducted as follows:

1. The PHC will provide the Member with a list of several approved evaluators or evaluation programs.
2. The Member will inform the PHC of the evaluator that will be used, and will sign a release of information for the PHC to speak with the evaluator.
3. If the Member is sent for an evaluation, and the evaluator determines that additional information is needed from third parties, such as the Member’s Service Chief, treatment providers, family members, or significant others, in order to make a recommendation, written permission shall first be obtained from the Member to speak with such third parties regarding the Member’s condition.
4. For an evaluation to be considered complete, the Member must agree to the evaluator carrying out all elements of an approved evaluation, including, but not limited to, psychological testing, cognitive testing, drug/alcohol testing, collection of collateral information, and medical, neuropsychiatric, and psychiatric examination.
5. The evaluator will send the PHC a report following the evaluation.
6. The Member may not request to do a second evaluation to supplant the original. The Member may have a second evaluation done by a different vetted program, which the PHC will consider in conjunction with the original evaluation.

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7. The PHC will use the evaluation report to form a recommendation regarding the Member's need for treatment, and recommendations regarding continuing to provide or return to patient care.

8. If the member refuses any of the above steps the PHC shall inform the member's Service Chief and the Chief of Staff.

Counselor or Coach

The PHC may recommend coaching or counseling programs with demonstrated expertise in working with health professionals who engage in behaviors that undermine the culture of safety, and impede acceptable professional functioning, teamwork, or workplace morale. The PHC needs to approve the selected coach or counselor. Regular visits with the vetted coach or counselor are required. In the event the Member changes coach or counselor, the PHC needs to approve the selected coach or counselor in advance. As recommended by the coach or counselor or requested by the PHC, the coach or counselor shall be responsible for the following types of activities:

1. Providing regular written progress reports to the PHC; and

2. Notifying the PHC if he/she believes patient safety may be adversely affected by the Member's continuing active medical practice or if the Member poses a physical threat to himself/herself or others.

Educational Courses

The PHC may recommend that the Member attend continuing medical education or training courses that specifically address the behaviors that are under remediation. The PHC will recommend the number and frequency of these courses. The PHC needs to approve the courses and the Member must provide verification of attendance or a certificate of completion for the Member to satisfy the terms of this contract.

Workplace Assignment

If at any time the PHC determines that the Member is unable to safely practice medicine, or the degree of impairment may affect patient care activities, the Chief of Service & Chief of Staff will be notified to ensure some or all of the Member's responsibilities will be immediately reassigned until the Treating Provider and the PHC feel that patient safety is no longer at risk. The Member shall agree to perform whatever work assignments are determined by his/her Service Chief to be appropriate.

Workplace Monitor

When appropriate, a Workplace Monitor may be appointed by the Service Chief and/or the PHC to observe the Member on a regular basis to assess whether the Member may be compromised, engaging in significant unprofessional behaviors, or is unable to work safely. The Member will meet regularly with the Workplace Monitor in order to assess any ongoing or developing problems



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that might increase the likelihood for behavioral relapse. The Workplace Monitor shall immediately inform the PHC if he/she observes any unusual or concerning behavior. The Member may propose the name of an appropriate Workplace Monitor, subject to the approval of the PHC. In the event the Member fails to identify an approved workplace monitor, the PHC shall make the selection.

Physician Health Committee Coordinator

The PHC Coordinator, or PHC Manager, will act as a case manager. The Member is required to check-in with the Coordinator at regular intervals, as determined by the PHC. The Coordinator will speak regularly with the Member's coach and/or licensed counselor and worksite monitor. The Member is required to provide the Coordinator with certificates from any educational courses attended. If the Member was referred to the PHC by his/her Service Chief, the Coordinator will provide broad feedback to the Referrer. In the event that the Member cannot be contacted when there is a concern about the Member's safety and wellbeing, the Coordinator will notify the emergency contact.

Authorization to Release Medical Information

The Member shall complete the "Authorization to Release Medical Information" form authorizing the coach, evaluator, and/or licensed counselor to communicate regularly with the PHC and share information relating to the Member's participation and progress in treatment or intervention. This information shall include, but is not limited to Member's personal health information ("PHI") and the treatment provider's impressions about the Member and the Member's progress. The Member will also complete an "Authorization to Release Medical Information" form authorizing the PHC to communicate with the Service Chief. This information shall relate to the Member's compliance and progress in treatment.

Primary Care Provider and Self-prescribing

The Member shall have a personal primary care provider. The Member shall not self-prescribe any medications. The Member shall continue care and receive any prescriptions for medications only from the doctors involved in their direct care. The Treating Provider will obtain the necessary release of information to contact the Member's primary care provider periodically to monitor the Member's well-being.

Description of Consequences of Behavioral Relapse

The response to a behavioral relapse may vary depending upon the circumstances surrounding the relapse. The relapse shall be reviewed by the PHC to determine what action should be taken, including possible referral to the appropriate administrative bodies within UCLA Health.

Effect of Non-Compliance

In the event the Member fails to comply with any requirement of this Agreement, or terminates his/her participation in the program against medical advice or refuses recommended treatment, the PHC shall report it to Member's Service Chief and the Chief of Staff. The Chief of Staff will then



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refer the matter to the Medical Executive Committee. The Member may be subject to disciplinary action as outlined in medical staff bylaws, Section 7.

Cost of Education, Intervention or Treatment

All costs of the Member's participation in the program, including but not limited to costs for the coach, licensed counselor, or educational course, shall be the responsibility of the Member.

Duration of Monitoring Agreement

The Member's participation in the program begins ___/___/___ and shall end ___/___/___, assuming satisfactory progress and absence of relapse. The PHC shall review this Monitoring Agreement every year. The PHC also has the right to make modifications, as needed.

Confidentiality

The Monitoring Agreement will state that a Member's personal health and other information obtained by the PHC under the terms of the Monitoring Agreement (collectively referred to as "Confidential Information"), will be protected from disclosure except as may be required by law or as set forth in the Monitoring Agreement. Such release of minimally necessary Confidential Information may be at the discretion of the PHC, or upon the request of the Governing Body.

In addition, the PHC shall release the minimally necessary amount of Confidential Information to the Chief of Staff, and to the Member's Chair or Service Chief, as may be appropriate for health care operations and work place purposes, including but not limited to the Member's status in the program and specifics concerning the Member's ability to work safely in a patient care environment.

The PHC shall release only the minimally necessary amount of Confidential Information to the Governing Body as may be necessary for appropriate leadership oversight of quality of care in the patient environment. Confidential Information obtained by the PHC in connection with a Monitoring Agreement shall be maintained separate from the Member's employment and credentials files and from the UCLA electronic medical record.

Physician Health Committee Chair Rights

At all times, the Chair of the PHC, or designee (an alternate PHC member), shall have the right to act on behalf of the PHC on any matter until a time in which the PHC has had an opportunity to vote on that matter.

By signing below, you have read and understand the above information and agree to comply with its terms.



MEMBER:

Signature: _____ Date: _____

Print Name: _____

COACH/COACHING PROGRAM:

Print Name: _____

WORKPLACE MONITOR:

Print Name: _____

COMMITTEE CHAIR:

Signature: _____ Date: _____

Print Name: _____

SERVICE CHIEF

Signature: _____ Date: _____

Print Name: _____

CHIEF OF STAFF

Signature: _____ Date: _____

Print Name: _____