

MODEL TEMPLATE AGREEMENT FOR ADDICTIVE ISSUES

Practitioner Name: _____

Address: _____ Phone: _____

This Agreement ("Agreement") is entered into as of _____ by and between the Well-Being Committee ("Committee") on behalf of the Medical Staff ("Medical Staff" or "Staff") of **ENTER NAME OF HOSPITAL** ("Hospital") and _____ M.D. ("Dr. _____"), as a condition of _____ at the Hospital.

1. **Acknowledgement.** Dr. _____ hereby acknowledges that he/she is suffering from addictive disease.
2. **Assurance.** Dr. _____ hereby assures the Committee that:
 - a. he/she is in recovery and able to safely resume and/or maintain patient care responsibilities, and Medical Staff and employee relationships at the Hospital.
 - b. on or about _____ Dr. _____ entered into [a private monitoring and re-entry program administered by _____ (the "Program")].
 - c. on or about the same date. Dr. _____ and the Program entered into a contract (the "Contract"), a copy of which is attached as *Exhibit A*, and incorporated herein by reference; and
 - d. to date, Dr. _____ has complied with the Contract.
3. **Observance of Laws.** Dr. _____ shall observe all federal, state, local, Hospital and Medical Staff statutes, regulations, standards, bylaws, rules and regulations and policies and procedures governing his/her professional practice in California and Medical Staff membership and clinical privileges at the Hospital.
4. **Total Abstinence.** Dr. _____ shall maintain total abstinence from all psychoactive and/or mood-altering substances, including alcohol, unless prescribed by a physician, and in a manner acceptable to the Program.
5. **Worksite Monitor.** _____, M.D., shall serve as the Work Site Monitor for Dr. _____.
6. **Response to Relapse(s).** Dr. _____ shall report any and all relapse(s) from total abstinence to his/her work site monitor appointed by the Committee ("Monitor") before confrontation or scientific evidence of such relapse(s). The Committee may respond to relapse(s) in such manner as it deems appropriate, including, but not limited to, intensification of treatment and monitoring.
7. **Self-Prescribing.** Dr. _____ shall not self-prescribe any medications.
8. **Required Treatments.** Dr. _____ shall seek prior approval from the Program for the treatment of all non-emergent physical or mental conditions that are to be treated by medication that has psychotropic effects and shall promptly inform the Monitor of all such treatments and of all emergent medical conditions that were treated with medication.
9. **Individualized Treatment Plan.** Dr. _____ shall follow the individualized treatment plan described in the Contract, and shall promptly notify the Committee if he/she fails to comply with the Contract. He/She shall also require the Program to provide the Committee with written reports in a form acceptable to the Committee regarding Dr. _____'s participation in the Program and his/her compliance with the Contract.
10. **Assessments.** Dr. _____ shall promptly arrange for such additional assessment(s) with such physician(s) ("provider(s)") as may from time to time be required and designated by the Committee, and shall arrange for the provider(s) to promptly provide a report of any such assessments) and periodic feedback to the Committee in such form, at such frequency, and for such period of time as may be deemed appropriate by the Committee.
11. **Random Samples.** Dr. _____ shall provide observed biological fluid samples or submit TO alcohol breath analyses on a random basis or on request of the Monitor. The results should be reported to the Monitor.

12. Conferences with Committee Member and Monitor. Dr. _____ shall participate in face-to-face conferences with a Committee Member designated by the Committee and/or the Monitor at such frequency and for such period of time as deemed appropriate by the Committee.
13. Expenses. Dr. _____ shall bear all expenses in connection with his/her recovery and his/her performance under this Agreement, including, but not limited to, participation in the Program, medications, professional fees, laboratory fees, and additional assessments and periodic feedback from the provider(s). Dr. _____ shall pay laboratory fees in the form of a donation to the Medical Staff Fund.
14. Failure to Comply. Dr. _____ shall be immediately and automatically referred to the Hospital's Medical Board, or other appropriate entities or individuals, for appropriate corrective action in accordance with the Hospital's Medical Staff Bylaws ("Bylaws"), including, but not limited to, summary suspension and/or termination of Medical Staff membership and all clinical privileges due to one or more of the following:
- practicing his/her profession while under the influence of any psychoactive and/or mood-altering substance, including alcohol, not permitted under this Agreement, or laboratory evidence of any such substance use;
 - failing to comply with this Agreement or with the Contract;
 - failing to obtain this Committee's prior approval of any amendment of, or addenda to, the Contract; and/or
 - refusing to submit to biological fluid testing or breath analysis under Section 10 above.
- Nothing in this Section 14 shall limit the Committee's authority to make referrals for, or the authority of the Hospital's Medical Staff, Medical Board, Medical Staff officers, Administrator and/or Board of Directors, to take appropriate corrective action in accordance with the Bylaws.
15. Record Review. The Committee may, in its discretion, require a review of Dr. _____'s cases in a manner and as frequently as deemed appropriate by the Committee. A written report of any such reviews shall be provided to the Monitor.
16. Documentation of Recovery. Dr. _____ shall provide documentation to the Committee in a form satisfactory to the Committee from the Program, the provider(s), his/her treating physician(s) and/or therapist(s) that Dr. _____ has received appropriate treatment, and that [return to] practice is an indicated part of his/her recovery.
17. Authorization. Dr. _____ hereby authorizes any and all entities and/or individuals described in Sections 2, 6, 10, 12 and 16 above, the Medical Staff, the Committee, and with the exception of Dr. _____'s AA sponsor, any and all individuals identified by title, role, or name in the Contract, and/or their authorized designees, consultants and/or attorneys, to exchange with each other written and oral information about Dr. _____'s recovery, including, but not limited to, his/her participation in the Program, compliance with the Contract and this Agreement, copies of reports and/or correspondence relating to any alleged complaints, concerns, or observations about Dr. _____'s professional conduct or performance at the Hospital or elsewhere, and all medical records pertaining to Dr. _____, and/or summaries with respect thereto ("Confidential Information").
18. Confidentiality. The Committee shall keep any and all Confidential Information it receives about Dr. _____ pursuant to this Agreement in confidential Committee files unless otherwise required to disclose it (1) pursuant to a court order or a lawful subpoena; (2) to prosecute corrective actions, if any, in accordance with the Bylaws, (3) as and to the extent necessary to enforce compliance with this Agreement, or (4) as otherwise required by law.
19. Release. Dr. _____ hereby releases and forever discharges from and against any claims, demands, obligations, costs incurred, expenditures, damages or causes of action of any nature whatsoever, the Hospital, the Medical Staff, the Committee, and the entities and individuals listed in Section 17 above, their officers, directors, employees, members, agents, representatives, consultants and attorneys, for their acts and omissions performed in good faith and in compliance with this Agreement.
20. Term. This Agreement shall remain in full force and effect until _____ (unless sooner terminated in writing by the parties), at which time the Committee shall reassess the need for continuing it.
21. Amendments. Any amendments of this Agreement shall not be binding on the parties unless made in writing and signed by them.
22. Periodic Reevaluation. This Agreement shall be reevaluated by the Committee at such intervals as the Committee deems appropriate to keep it tailored to current circumstances.
23. Definition. The term "promptly" as used in the Agreement shall mean within five (5) business days of the event or occurrence.
24. Notice. Written notice or reports due under this Agreement shall be sent as follows:

to:

_____, M.D.
Chair Well-Being Committee (if applicable)

Address:
Phone:
Fax:

A facsimile notice or report shall suffice.

26. Integration. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have signed their names on the day and year written below.

Dated: _____

By: _____

_____, M.D.

Dated: _____

By: _____

_____, M.D., Chair Well-Being Committee