

LETTER OF AGREEMENT  
FOR  
PARTICIPANTS IN THE  
PROFESSIONAL ASSISTANCE PROGRAM OF NEW JERSEY  
**WHO ARE LICENSED BY THE  
STATE BOARD OF MEDICAL EXAMINERS**

This Letter of Agreement is intended to provide you with a full explanation of the role of the Professional Assistance Program (PAP) in assisting you in your recovery, your obligations in that recovery process and our obligations vis-a-vis the State Board of Medical Examiners and the Impairment Review Committee with reference to your case.

The PAP is a therapeutic program established to assist licensees of the SBME who have problems with drugs, alcohol, mental illness or physical disabilities that impact a licensee's performance. We are able to offer licensees of the SBME participating in the PAP a confidential route to seek help without disciplinary consequences as well as a method for their concerned colleagues to satisfy the mandatory reporting requirements of the Medical Practice Act. This is provided that they are not already known to the SBME through some other source, they are not an imminent danger to themselves or their patients, and that they are cooperative with the recommendations of the PAP.

The PAP is a participant in a committee known as the Impairment Review Committee (IRC). The PAP has entered into an agreement which mandates that all new cases involving licensees of the SBME that come to the attention of the PAP must be reviewed by the IRC, by code number, to ascertain the suitability of their participation in the Alternative Resolution Program (ARP), a five year Program. If the majority of the IRC decides that the case is serious enough that a formal action by the Board is required, then the identification of the participant must be made to the Board. In most cases, this will not occur; and even in these circumstances, it is likely that a consent order can be negotiated. Such a referral would not remove the physician from the PAP but simply memorialize it in formal a consent order with the SBME which might possibly include some sanctions.

Each licensee of the SBME enrolled in the PAP will be provided with a separate plan for recovery depending upon the parameters of his/her case. This plan is part of the coded initial report that is made to the IRC and, by signing this letter, the individual licensee agrees to comply with all the terms of that plan. If your case is

a “rule out” case, or if a diagnosis has not been established, this information will be provided to the IRC as well. There are two other important requirements for your participation in the PAP:

By signing this agreement, you are consenting to the release of the records of all treatment to the PAP. These will not be disclosed to the IRC or the Board unless they reveal information that is significantly different from the history that has been provided or unless one of the following trigger events listed below occurs:

1. *Failure to comply or refusal to cooperate with the terms of your plan for recovery;*
2. *Report of a urine or blood test which is positive for the presence of a substance not appropriately prescribed for a legitimate, documented medical reason;*
3. *Evidence of a relapse or other impairment;*
4. *Deceptive behavior (such as an attempt to invalidate a drug screen, substitution of a specimen, presentation of a fraudulent attendance record);*
5. *An exacerbation of a condition rendering you incapable of practicing with requisite skill and safety; or*
6. *The initiation of a disciplinary proceeding at a health care facility, an arrest or the existence of evidence providing reasonable basis to believe that there are other grounds for disciplinary actions.*

You should be aware that if any of these events listed above occur the IRC will first review your case and make a determination as to whether there is a need to report your case to the SBME for further action.

### **Program Fees**

By signing this agreement, you hereby agree to pay the PAP for the following services:

1. **Initial Evaluation Fee – due at the time of your first appointment: \$650 plus the amount for the UDS processing.**

2. Annual fee per year (years 1 through 5) (\$240 per month). This does not include your initial evaluation fee. This fee does not include treatment provide outside the PAP or laboratory/diagnostic testing nor does it include services outside the monitoring and advocacy with your licensing board (malpractice cases, divorce, child custody cases and civil legal matters.) Charges for services involving non-covered services, will be discussed with you as the need occurs;
3. After completion of the fifth year of monitoring with continuous recovery and no further licensing board involvement, your annual participation fee will be \$500. At this time you will be enrolled in the Advocacy I Program to continue to document your recovery. After ten years of recovery, the PAP will offer you enrollment in Advocacy II. The annual participation fee for Advocacy II is \$300. The PAP does not classify the Advocacy Programs as monitoring programs but offers participants the opportunity to voluntarily enroll to continue to document recovery;
4. Annual Fees are subject to change and participants will be notified of any fee modifications;
5. If the SBME becomes aware of your diagnosis or allegations pertaining to your case from another source, you are asked to contact our office immediately. The PAP will prepare an advocacy statement on your behalf and will attempt to schedule a clinical member of the PAP staff to be with you if you are called before the Board.

**The Annual Participation Fee Includes:**

1. Face-to-face followup appointments as directed by the Executive Medical Director of the PAP. The minimum frequency of followup, unless otherwise stipulated by the Executive Medical Director or the SBME is:
  - a. First year – monthly
  - b. Second year – bi-monthly
  - c. Third through Fifth year – quarterly

If you continue to have Board involvement by way of a Private Letter Agreement, Consent Order or an extension of your involvement in the Alternative Resolution Program, the minimum frequency of your followup appointments will be quarterly.

2. Scheduling, record keeping, case management and reports (if authorized and/or required);
3. Comprehensive bio-psycho-social intake assessment;
4. Referral to specialist clinicians, if necessary;

5. Advocacy with your hospital, employer, judicial system regarding your compliance in the PAP and your documented recovery;
6. Your fee does not include PAP representation before the State Board of Medical Examiners. There will be an additional fee of \$500 for each appearance before the New Jersey State Board of Medical Examiners. This fee is payable prior to your Board appearance.

Upon receipt of a down-payment for the Annual Participant Fee, you will be billed monthly for the balance. You are required to have a credit card/debit card on file with the PAP. You may either authorize the PAP to process your monthly assessment (\$240) plus labs or be aware that the PAP will begin processing the fee automatically if your account balance is in excess of \$2,000. You will receive a monthly invoice in the mail. You may also decide to pay by check, but the credit card/debit card must remain on file in the PAP offices to be used in the event your account becomes delinquent.

*If your bill becomes delinquent (90 days without payment and/or balance in excess of \$3,500), all services will be discontinued and the SBME and/or your employer/hospital will be notified. Inactivity on your account will also result in the account being referred to collections.*

If urine drug monitoring or hair analysis is part of the recovery/diagnostic plan, a separate monthly bill will be sent.

As a program participant, you are in agreement to be personally responsible for any formal treatment (residential or outpatient) that may be necessary. These clinicians **ARE NOT** part of the PAP staff and the PAP is not paid or reimbursed by them for referrals. You have an independent responsibility to pay their fees.

The PAP will always attempt to arrange for the best quality care while remaining cost effective.

### **Failure to be Current with Payment**

If you are under a Board Order, or other directive such as a Private Letter Agreement, or if your continued employment is contingent upon successful participation in the PAP, advocacy letters will no longer be provided if your account is seriously delinquent. The Board/employer will be notified that reports are being suspended due to failure to pay administrative costs of the Program and/or drug testing fees.

**Confidentiality**

If your case involves alcohol or other drug use/abuse, you will be asked to sign confidentiality forms related to the 42 CFR Part II, Federal Regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records. Where 42 CFT Part II does not apply, the PAP operates in conformity with HIPPA regulations.

By signing this agreement, you are authorizing the PAP to contact a comparable program in another jurisdiction, if such a program exists, should you seek licensure in another state, leave New Jersey or enter practice in another jurisdiction. In the event that the state in which you are seeking to practice does not have a program comparable to the Professional Assistance Program, with an ongoing relationship with the licensing board in the jurisdiction, the IRC shall determine whether notification to the state board in the new jurisdiction is appropriate.

**Requirement to Sign this Agreement**

**The State Board of Medical Examiners requires that all licensees enrolling in the PAP sign this agreement. The agreement MUST be signed and in the PAP offices no later than one-week after you are seen for your initial assessment. If the agreement is not signed, the Board requires that your identity be made known.**

\_\_\_\_\_

date

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Program Participant Signature

\_\_\_\_\_

date

\_\_\_\_\_

PAP Representative