

Consent to Services Enrollment Agreement [Self-Referred]

I, _____, am a licensee of the _____ (“Board/Commission”). I acknowledge that I have self-referred to IBH Solutions, LLC, also known as the Delaware Professionals’ Health Monitoring Program (“Program”). I understand that I will be required to have a third-party evaluation. I understand that I will be required to follow any care requirements recommended by the third-party evaluator and the Program. I understand that I need to cease work until I have completed the third-party evaluation and recommendations have been made regarding my return to work.

I understand that the Program reports to the State of Delaware Division of Professional Regulation (DPR). I further understand that the DPR will have access to case information and if there is need to contact my licensing board or commission this will be done by the DPR.

I understand that the Program is not permitted to diagnose or treat a licensee. The Program is the non-treatment compliance monitor that the DPR contracts with to track and report a licensee’s compliance with the monitoring program for professionals and specifically my compliance with my Monitoring Agreement and Addendum to my Monitoring Agreement. All diagnosis and treatment of Program licensees shall be done by or through third parties. I consent to the services of the Program and understand that the following terms and conditions apply throughout the term of my participating in the Program:

1. I agree to:

- a. Sign all written authorizations/consents necessary to allow the Program to disclose and exchange information regarding my diagnosis, physical or mental health, use of mind-altering or intoxicating substances or potentially addictive drugs, unless the Program has previously approved use of a particular drug prescribed for me by a person authorized by law to prescribe the drug for a documented medical condition.
- b. Report to the Program:
 - i. My use of any mind altering or intoxicating substances or potentially addictive drugs within twenty-four hours of use;
 - ii. Any professional practice on my part that does not comply with limits set by the third-party evaluator and the Program.
- c. Participate in my treatment plan as outlined by a Program approved independent third-party evaluator and as approved by the Program. I understand that the treatment plan may include treatment for any disorder that I may have, including but not limited to gambling and eating disorders.

2. I acknowledge and understand:

- a. The Program shall report my testing positive on any toxicology tests required by the Program or my failure to participate in Program required toxicology testing to the DPR who will report my non-compliance to my board/commission.
- b. The Program may report to the DPR my failure to contact the Program at least twice a month, or any pattern of non-compliance with the terms of my Monitoring Agreement and any addenda thereto.

3. As a condition of my participation in the Program, I agree that the Program may, in its reasonable and sole judgment, request that I immediately cease my practice or employment and understand that if I should fail or refuse to do so, the Program will report such failure or refusal to the DPR who may report my failure to comply to my licensing board or commission.

4. I understand and agree that I must comply with all program requirements. The Program may report me non-compliant or substantially non-compliant as follows:

Substantial Non-Compliance: Any report of substantial non-compliance will be reported to DPR by the Program within one business day of the Program’s knowledge and confirmation of such non-compliance. Substantial non-compliance will result in the licensee’s termination from the Program. Substantial non-compliance will be immediately reported to DPR by the Program in writing, at which time DPR may refer me to the investigative unit or take other appropriate steps to protect the public. Following notification to DPR, the Program will notify me and my workplace monitor, if applicable, of the decision to terminate. Substantial non-compliance includes, but is not limited to:

- The failure to contact the Program or return enrollment paperwork within ten business days when referred by a board, commission, or third party;
- A pattern of failure to comply with the monitoring agreement or its addendum;
- Any report of drug diversion in the workplace;
- Any violation of a work or practice restriction imposed by the monitoring agreement, addendum, or board or commission order;
- Behavior that results in the death or injury of a patient or client, including but not limited to inappropriate sexual behavior;
- The failure to maintain a positive balance in my toxicology account or the failure to remain current with payments for toxicology testing; and
- Any event, including but not limited to any non-compliance event that, at the discretion of the Program taking into account all relevant circumstances, should be treated as a substantial non-compliance event.

Any report to DPR by the Program shall include the following information:

- i. The date and description of the non-compliance;
- ii. A copy of my then current Monitoring Agreement and any addenda thereto; and
- iii. A statement of my employment status.

Non-Compliance: Non-compliance reports will result in program modification, at the discretion of the Program. Program modifications following non-compliance may include, but are not limited to, any of the following singularly or in combination: extension in the duration of the monitoring agreement, increased testing, loss of exemption days, need to step-down from work and mandatory third-party evaluation.

Within one business day of confirming non-compliance has occurred, the Program will report to my employer the date non-compliance occurred; a complete description of the non-compliance; and a recommendation regarding whether I may safely continue to work. If I am self-employed, I may be required to sign a Refrain from Practice document and step down from my employment. I must have two consecutive years of compliance following a non-compliance event in order to successfully complete the Program. This may require the extension of the original term of the monitoring agreement.

Non-compliance events include, but are not limited to the following:

- An isolated violation of the monitoring agreement, except those regarding work or practice restriction, in the discretion of the Program;
- An isolated unexcused missed toxicology test;
- Criminal behavior resulting in an arrest;
- Any report of impairment in the workplace;
- An isolated non-negative test result including a positive test, adulterated or substituted specimen, or failure to provide adequate amount of urine, without proper documentation from a treating provider; and
- Any event that, at the discretion of the Program taking into account all relevant circumstances should be treated as a non-compliance event.

5. I understand and agree that based on the report by the DPR, my Board may take action to suspend, restrict, modify or revoke my license or end my participation in the Program.
6. I agree to enter into a monitoring agreement and any addenda thereto with the Program as a condition of my participation and, further, to enter into an amended monitoring agreement and any addenda thereto if required by the Program.
7. If I have not already done so, I agree to sign a Consent Form to Release, Use and Exchange of Information allowing the Program to obtain and exchange information as outlined in such forms, including my alcohol, drug and mental health treatment records. I understand that alcohol, drug and mental health treatment records are protected under federal (42 CFR Part 2) and state laws governing confidentiality of medical records including records related to alcohol and drug abuse, which regulations and statutes provide that such records cannot be released without my written consent unless otherwise permitted in the regulations/statutes; and other related state and/or federal laws or regulations relating thereto. I understand I may revoke my consent at any time. I further understand and agree that any use or release of my alcohol, drug or mental health treatment records by the Program prior to my revocation of my Consent shall not be affected by my revocation. I understand the DPR receives a regular report listing all active licensees in the Program and that if I revoke my consents that my name will no longer be on the active list. I understand that the DPR will know that I have revoked consent because they will not have received any notification of my completion of or termination from of the Program.
8. If I have not already done so, I agree to sign a Consent to Release, Use and Exchange of Information form between the Program/DPR, my board/commission, my Program-approved independent third-party evaluator, my treatment provider(s) and, if applicable, my employer so all are informed of either my substantial non-compliance with the terms of my Monitoring Agreement and any addenda thereto or my failure to complete my enrollment in the Program.
9. I understand that my enrollment in the Program likely will span a considerable period of time and during my enrollment, if the Program deems it necessary, I agree to execute any additional releases for confidential medical records and/or alcohol and drug treatment records which are presented to me by the Program for my signature. I further agree that if I should fail or refuse to sign any such additional releases, my refusal will constitute my voluntary withdrawal from the Program which will be reported to DPR which will report to my licensing board/commission.
10. I understand that I will be enrolled in the Program once I have signed this Enrollment Agreement, Consent to Release, Use and Exchange of Information forms and my Monitoring Agreement and any addenda thereto and have paid the required deposit. I understand and agree that if I sign this Enrollment Agreement and thereafter, for any reason, fail or refuse to participate in the Program including, but not limited to, my failure to sign a Monitoring Agreement or any addenda thereto or my failure to sign the Consent to Release, Use and Exchange of Information forms, the Program shall immediately report such failure to the DPR who may report to my licensing board/commission.
11. This Enrollment Agreement shall remain in effect throughout the term of my participation in the Program and end on either the date I am reported to the DPR by the Program or the date I successfully complete the Program.

Dated this _____ day of _____, 20_____

[Signature]

[Printed Name]

[Date of Birth]

This information has been disclosed to you from records whose confidentiality is protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute the patient