

TAPNET RETURN TO WORK AGREEMENT

Counselor Participant's name _____ License # _____

Case Manager _____ Ext _____

Type of Participation: Substance Use Disorder ____ Psychiatric Disorder ____ Dual Diagnosis ____

RETURN TO WORK CONFERENCE APPROVED BY TAPNET CASE MANAGER

TAPNET CASE MANAGER OR ADVOCATE MUST FACILITATE THE SIGNING OF THIS AGREEMENT

Please fax and mail this Work Agreement, Quarterly Update, and the Consent between the Employer and Government Agencies immediately upon completion of this Agreement. Employer and participant are to maintain copies.

This Agreement ("Agreement") is entered into on ____ / ____ / ____ by ("Counselor") _____ and
 (Date) (Counselor Participant's Name)

("Employer / Facility") _____ and the Texas Addiction Professionals Peer Assistance Network ("TAPNET"), a DSHS-approved program operating under Texas Health and Safety Code, Chapter 467. This Agreement is executed in connection with Counselor's participation in TAPNET and all terms and conditions of Counselor's TAPNET Participation Agreement remain in effect. In consideration of Counselor's employment or continued employment by Employer, Counselor and Employer agree to the Terms and Conditions for Counselor's return to work as set out in this Agreement and any TAPNET Attachments. This Agreement does not obligate Employer to employ Counselor or Counselor to work for Employer for any period stated or implied. Except as provided in this Agreement, Counselor is employed on the same terms and conditions as Employer's other employees. This Agreement is not complete unless all pages are completed and both Counselor Participant and Employer have initialed all terms and conditions in the spaces indicated. The Counselor must fax this signed Agreement immediately after its execution to TAPNET and mail the original to TAPNET at the address below.

TAPNET Counselor Participant Information

 (Print name) (Signature) (Date of signing)

 (Area of counseling) (Unit, Dept, or Location) (Shift) (Name of Direct Supervisor)

EMPLOYER FACILITY MAILING ADDRESS: (Please Print)

Facility Name _____

Address: _____ City _____ State _____ Zip _____

Facility Phone: _____ Unit Phone _____ Cell Phone: _____

**** Individuals responsible for monitoring Counselor – Please fill out completely ****

Primary Employer Monitor Name: _____ / _____
 (Print) (Signature)

Title: _____ **Date:** _____ **Phone:** (____) _____ **Cell/Pager :** (____) _____

Secondary Monitors (Required):

Name: _____ Title: _____ phone: _____ Cell/Pager: _____
 (Print name)

Name: _____ Title: _____ phone: _____ Cell/Pager: _____
 (Print name)

TAPNET Case Manager or Advocate who facilitated this Agreement: (print) _____

Advocate's Signature: (if present) _____ / _____
 (Signature) (Date)

TERMS AND CONDITIONS OF EMPLOYMENT

1. RETURN TO THE WORK SETTING AND LENGTH OF TIME

- 1.1. TAPNET will be available for consultation to facilitate Counselor's safe return to practice.
- 1.2. A Counselor must remain in TAPNET for a minimum of two (2) years.
- 1.3. A Counselor must work in counseling a minimum of sixty-four (64) hours per month for twelve (12) consecutive months. The length of participation will be extended until such twelve (12) months have been completed.
- 1.4. A Counselor who does not return to counseling practice by the end of the second year in TAPNET will be considered noncompliant and will be reported to the DSHS/TCBAP by TAPNET.
- 1.5. Any exceptions to conditions 1.2 through 1.5 above must be approved in writing by TAPNET.

Counselor's Initials _____ Employer's Initials _____

2. WORK PERFORMANCE AND CONDITIONS OF EMPLOYMENT

- 2.1.1. Counselor's satisfactory participation in and/or completion of the TAPNET program are a condition of Counselor's continued employment. Dismissal or withdrawal from TAPNET for any reason may be grounds for termination of Counselor's employment by Employer. TAPNET will notify Employer of Counselor's withdrawal or dismissal from TAPNET program.
- 2.2. Counselor's continued employment depends not only on compliance with this Agreement but also on satisfactory job performance. Unsatisfactory job performance may be grounds for termination on the same basis as other employees of Employer.
- 2.3. Employer agrees to notify TAPNET of any unsatisfactory job performance or unusual behavior at work. In the event of behavior inconsistent with good recovery, the Employer will request counselor to immediately refrain from practice and notify TAPNET.

Counselor's Initials _____ Employer's Initials _____

3. ABSTINENCE AND DRUG SCREENS

- 3.1 **Counselor agrees to abstain completely from alcohol, all illicit substances, controlled medications, other abusable medications or substances, including but not limited to those listed under the "abusable medications" section of the TAPNET Participant Handbook, except when prescribed by physician(s) authorized by TAPNET to prescribe medications for the Counselor. Counselor agrees to immediately notify Employer and TAPNET Case Manager of any controlled medications or other abusable medications prescribed by physician(s) and provide appropriate documentation from physician. Employer and Counselor agree that Counselor will refrain from counseling practice while taking prescribed controlled medications or other abusable medications unless the requirement is waived by the TAPNET Case Manager.**
- 3.2. Counselor agrees to provide urine/blood samples for drug screens on a random basis as frequently as required by TAPNET or Employer. For-cause specimens must be collected within 2 hours of request, witnessed, and following federal standards for chain of custody. TAPNET's third party administrator (TPA) for drug testing furnishes urine drug screen kits, prepaid courier bills and instructions for specimens being collected by Employer.
- 3.3 In the event of a positive drug screen showing the presence of any unauthorized drug or abusable medication, Employer or TAPNET shall notify Counselor that he or she is to immediately refrain from practice unless the TAPNET Case Manager has authorized such practice.
- 3.4 Counselor understands and agrees that a confirmed positive drug screen is considered conclusive proof of use of the indicated drug, and shall result in a review of the appropriateness of Counselor's continued employment by Employer and continued participation in TAPNET.
- 3.5. Employer and TAPNET will notify each other by the end of the next business day (Monday-Friday) of receipt of a positive drug screen. Any positive drug screen report not processed by the TAPNET laboratory and received by Employer should be mailed or faxed immediately to TAPNET.

Counselor's Initials _____ Employer's Initials _____

- 3.6. Counselor agrees to have chain of custody forms available at all times. Unless this requirement is waived by TAPNET Case Manager, Employer agrees to suspend Counselor from work if he or she is without chain of custody form and notify TAPNET.
- 3.7. If Counselor is under mental health participation only, TAPNET can require Counselor to enroll in TAPNET's drug screening program. TAPNET

will notify Employer of such requirement by the Counselor.

3.8 In addition to any rights under this Agreement, the Employer may require the Counselor to be drug tested in accordance with any drug testing policies or program that applies to other employees.

Counselor's Initials _____ Employer's Initials _____

4. RESTRICTIONS ON PRACTICE

4.1. Experience indicates a counselor’s chance of success in TAPNET highly correlates to a supportive work environment. The restrictions set out below are required by TAPNET’s policies. TAPNET considers these to be reasonable accommodations under the Americans with Disability Act (ADA). TAPNET reviews restrictions on an individual basis to determine any exceptions or modifications to these restrictions. Any modifications must be approved by the Counselor’s TAPNET Case Manager.

4.2 Counselor and Employer agree to abide by these restrictions. **Counselor and Employer agree to inform TAPNET immediately of any violation of these restrictions.**

4.3 **Counselor and Employer must indicate acceptance by initials with each restriction.**

| RESTRICTIONS | INITIALS |
|---|---|
| 1. Counselor will not function in an autonomous or non-supervised role. | ____EMP ____Coun |
| 2. Counselor will not have access to controlled medications or other abusable medications during first six (6) months of work. Access includes counting or administering controlled medications or other abusable medications, witnessing wastage, pharmacy receipt of controlled medications or other abusable medications, or ability to access storage areas for controlled medications. Access to controlled medications or other abusable medications after the first six-(6) months will occur only as mutually agreed upon by TAPNET and Employer. <i>This restriction may be waived by TAPNET if counselor is participating under an agreement for psychiatric disorder only.</i> Check box if TAPNET Case Manager has verified that restriction has been waived. | ____EMP ____Coun <input type="checkbox"/> |
| 3. Counselor will not work shifts longer than twelve (12) hours. | ____EMP ____Coun |
| 4. Counselor will not work overtime or be given on-call assignments during the first six (6) months of work. After six (6) months, overtime and on call assignments may be worked only if mutually agreed upon by TAPNET Case Manager and Employer. Overtime is more than (40) scheduled hours per week or more than (84) scheduled hours per two-week pay period if working (12) hour shifts. | ____EMP ____Coun |
| 5. Counselor will not work nights. Only day or evening shifts are permitted unless healthcare provider authorizes <i>and</i> the TAPNET Case Manager determines there is adequate supervision. Check box if TAPNET Case Manager has verified that restriction has been waived. | ____EMP ____Coun <input type="checkbox"/> |
| 6. Counselor will work only on regularly assigned, predetermined unit. The Counselor will not be allowed to float to other units for the first year of work and after that only if approved by TAPNET Case Manager. | ____EMP ____Coun |
| 7. Counselor will not work for multiple employers or engage in self-employed practice. | ____EMP ____Coun |
| 8. Counselor will not accept employment with registries or staffing agencies. | ____EMP ____Coun |

4.4. Modifications: The following modifications to the restrictions have been pre-approved by the TAPNET Case Manager.

5. EMPLOYER RECORD KEEPING AND DISCLOSURE OF INFORMATION

- 5.1 Information relating to Counselor’s substance use disorder and/or psychiatric disorder and participation in TAPNET acquired as a result of Counselor’s participation in TAPNET shall be maintained and disclosed by Employer only as permitted by this Agreement.
- 5.2. This Agreement, consents to disclosure of information, and other records relating to Counselor’s participation in TAPNET for substance use disorder and/or psychiatric disorder shall be maintained in a **confidential, secure file separate from Counselor’s personnel records** and to which the personnel department does not have routine access. The file shall be prominently marked as containing confidential information that may not be disclosed except as permitted by state and federal law.
- 5.3. Information maintained by Employer relating to Counselor’s participation in TAPNET for substance use disorder and/or psychiatric disorder is confidential under state and federal law including Chapter 467, Texas Health & Safety Code, "Peer Assistance Programs" and 42 CFR Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records," and may not be disclosed except as permitted by those laws and regulations. Consent by Counselor authorizing disclosure must be in writing on a TAPNET authorized form that complies with federal and state law. Any confidential records or information disclosed shall include a notation (a stamped notation is permissible) prohibiting re-disclosure without Counselor’s consent except as permitted by state and federal law.
- 5.4. Except as otherwise permitted by this section, upon either a) the Counselor’s completing, withdrawing or being dismissed from TAPNET or b) the Counselor’s cessation of employment, Employer shall either destroy or return to TAPNET, all copies of TAPNET agreements, consents to disclosure, and other records or information related to the Counselor’s participation in TAPNET. Employer may retain the following two types of information:
 - o If Employer referred Counselor to TAPNET, Employer may maintain the information about the nature of the incidents leading to the referral and indicating that Counselor was referred to an “approved state peer assistance program.”
 - o If Employer terminated Counselor and a substantial reason for termination was Counselor’s failure to satisfactorily participate in TAPNET, Employer may retain in the separate, confidential file described under Sec. 5.2 the following information:
 - a) that a substantial reason for Counselor’s termination was Counselor’s failure to satisfactorily participate in TAPNET; and
 - b) a copy of this Agreement and consent executed under 6.4 of this Agreement.
- 5.5. If Counselor engages in conduct that constitutes a violation of the laws and regulations governing the practice of nursing or Employer’s policies, this agreement does not prevent Employer from documenting, in the same manner as Employer normally documents such incidents (e.g., in Counselor’s personnel file), the fact Counselor engaged in such conduct and how Employer dealt with that conduct provided that any documentation in the Counselor’s personnel file shall not identify the Counselor as a TAPNET participant or refer to the Counselor’s substance use disorder and/or psychiatric disorder. The Counselor’s conduct shall be immediately reported to the TAPNET Case Manager. Employer agrees to consult with TAPNET prior to reporting Counselor to the DSHS or TCBAAP because of the conduct, unless the Counselor’s conduct presents an immediate threat to the public. In such an event, Employer will notify TAPNET of the conduct immediately after making report to the licensing board.

Counselor's Initials _____ Employer's Initials _____

6. CONSENT TO DISCLOSURE OF INFORMATION

- 6.1. Counselor consents to the disclosure of information as set out in this Agreement and to execute any needed release of information or consent forms. Failure to execute required consents shall result in dismissal from TAPNET.
- 6.2. To facilitate Counselor's recovery and safe counseling practice, Counselor agrees to share with Employer, Counselor's healthcare providers, and TAPNET and authorizes them to share with each other any information regarding the Counselor’s substance use disorder, psychiatric disorder, and/or any unsatisfactory job performance.
- 6.3. Counselor agrees to disclosure of information about his/her participation in TAPNET to immediate coworkers who have a legitimate need to know.
- 6.4 **Re-disclosure of Participation/RTW by Employer.** If the Employer terminates the Counselor, in substantial part, because of the Counselor’s failure to satisfactorily participate in TAPNET, and the Counselor files a claim for unemployment benefits or a legal claim alleging inappropriate termination, Counselor authorizes the Employer to disclose to the Texas Workforce Commission, other governmental agency or court adjudicating the claim that a substantial reason for terminating the Counselor was failure to satisfactorily participate in TAPNET. Counselor agrees to execute an appropriate consent authorizing such disclosure. Employer agrees, at the time of any disclosure, to notify the Workforce Commission, other governmental agency or court adjudicating the claim that the information is confidential under state and federal law and that the Counselor has not authorized further disclosure.

Counselor's Initials _____ Employer's Initials _____

7. MEETINGS WITH EMPLOYER

- 7.1. Counselor and Employer shall meet monthly to review Counselor's job performance and progress towards recovery.
- 7.2. At these meetings, Employer should sign the TAPNET MONTHLY ATTENDANCE RECORD. The Counselor is to mail the original MEETING ATTENDANCE RECORD form to TAPNET with a SELF-REPORT after the last day of every month. Counselor should keep copies of the Meeting Attendance Record and Self-Report.
- 7.3. A TAPNET Quarterly Update must be done at the time that the Return-to-Work Agreement is signed. Starting from the signing of the Return-to-Work Agreement, Counselor, Employer, and Advocate (or TAPNET Case Manager by teleconference), *will meet again every three months* to complete the Quarterly Update in order to document the Counselor's progress. Any modifications to work restrictions will be addressed at the time of the Quarterly Update and must be approved by the TAPNET Case Manager. The Advocate cannot modify this Agreement; however, the Advocate can state that verbal approval was received from the Counselor's TAPNET Case Manager.

Counselor's Initials _____Employer's Initials _____

8. MODIFICATIONS TO AGREEMENT

- 8.1 No modifications to this Agreement or any attachment shall be effective until approved by the Counselor, Employer and TAPNET.

Counselor's Initials _____Employer's Initials _____