

COMPLAINTS COMMITTEE

Policy Title	Policy Number
Agreements, Censure and Voluntary Surrender of Registration	CC-8
	Date of Approval
	July 17, 2013; March 18, 2015
Responsible Authority	Date of Revisions
CMLTM Council	March 4, 2015 Reviewed June 21, 2017
(Complaints Committee)	Page(s)
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The Complaints Committee may, after review or investigation, enter into an agreement with the member that provides for one or more of the following:

- assessing the member's capacity or fitness to practice medical laboratory technology,
- counseling or treatment of the member,
- monitoring or supervising the member's practice of medical laboratory technology,
- the member's completing a specified course of studies by way of remedial training,
- placing conditions on the member's right to practice medical laboratory technology.

In the event that an agreement is reached, conditions may be placed onto the member's registration which restrict or prevent the member from practicing medical laboratory technology until such time that the agreement has been fulfilled. Notification must be sent to the Board of Assessors.

A member may also choose to voluntarily surrender their right to practice. In the event that a member has chosen to voluntarily surrender their registration, the Complaints Committee may direct the member to do one or more of the following before their right to practice medical laboratory technology may be reinstated:

- obtain counseling or treatment
- complete a specified course of studies
- obtain supervised experience.

A voluntary surrender or Conditional Certificate to Practice remains in effect until the Complaints Committee is satisfied that the member's conduct and/or complaint that was the subject of the investigation has been resolved. The Complaints Committee may subsequently impose conditions on the member's entitlement to practice medical laboratory technology, including conditions that the member does one or more of the following:

- limit his or her practice;
- practice under supervision;
- report to the Registrar on specific matters;
- comply with any other conditions that the Committee considers appropriate in the circumstances;

An agreement is a commitment made by a member to CMLTM. When a member signs an agreement, the member expressly or solemnly takes upon himself/herself an obligation to CMLTM. Thus, an agreement is an engagement by the member, as distinguished from a mutual engagement of CMLTM and the member to each other.

An agreement may include:

- conditions upon the member's registration. A condition is a qualification, restriction or limitation upon a member's registration or a term requiring compliance by the member as a stipulation of registration.
- other requirements of the member, which are not conditions of registration, or
- a combination of conditions upon registration and other requirements of the member.

All agreements shall be documented in writing, signed, witnessed, and individualized according to the decision made by the Complaints Committee. See attached template terms of agreement and letter of agreement which may be used in part or in whole.

The member must indicate their intent to sign the agreement within 14 days of receiving the decision of the Complaints Committee and the draft agreement. The member must submit a signed copy of the agreement within 30 days of receiving the decision of the Complaints Committee. Failure to comply will result in the matter being referred back to the Complaints Committee.

COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA
TERMS OF AGREEMENT

1. The Member will immediately:

- a) Provide a copy of this agreement to all direct supervisors and current registered employer(s).
- b) Provide all direct supervisors and current registered employer(s) with the name of the **Registrar** and advise that employer that any questions, concerns, correspondence, reports, etc. should be directed to the **Registrar**.
- c) Provide written confirmation to CMLTM regarding the name(s) and business address (es) of all registered employers.
- d) Provide written confirmation to CMLTM that the member has advised all current registered employer(s).

2. In the event the Member accepts any new registered employment during the term of this Agreement, the Member will immediately comply with the process set out in 1(a) and (b) of the Agreement.

3. The Member consents to and will request any registered employer of the Member during the term of this Agreement:

- a) To report immediately to CMLTM the suspension or termination of the Member's employment; and
- b) Within one (1) month of the date of this Agreement the Member will submit to CMLTM, a report from their registered employer concerning the quality of the Member's practice. This report will include a description of the monitoring of the Member's administration of narcotic and controlled drugs. Thereafter such reports shall be submitted every three (3) months for the first two (2) years of this Agreement and every six (6) months for the duration of this Agreement.

4. The Member will, within fourteen (14) days of any change of name, address, telephone number, facsimile number or electronic mail address, notify in writing the Registrar of such change

5. The Member will, within fourteen (14) days of any change of employment or moving to another jurisdiction, notify the Registrar of such change. The Member understands that the governing body of that jurisdiction will be provided with a copy of this Agreement.

6. During the first two (2) years of this Agreement, the Member will be seen by a mental health care provider approved by CMLTM, not less than monthly, for the purpose of receiving addiction treatment and treatment for mental health issues. After the first two (2) years of this Agreement, the Member will attend for such sessions as recommended by the mental health care provider. The Member will ensure reports are sent by the mental health care provider to the Registrar every three (3) months concerning proof of her attendance, status and personal progress.

7. For the duration of the Agreement the Member will abstain from alcohol and all mood altering prescription and non-prescription substances except those prescribed by one physician who is knowledgeable about the Member's history of mental health issues and substance abuse.

8. The Member will consent to at least twenty-six (26) random urine screens during the first two (2) years of the Agreement and then at least eighteen (18) random urine screens for the duration of the

Agreement. The Member understands that there will be no longer than four hours between notification and collection of the specimen. A breach of this time frame will constitute a positive result.

9. The Member will attend a Twelve-Step program for a minimum of three (3) times a week for the first two (2) years of the Agreement and a minimum of once (1) a week for the duration of this Agreement.

10. Within one month of the date of this Agreement, the Member will submit written proof of attendance at the Twelve-Step program, utilizing a Twelve-Step Attendance form. For the duration of the Agreement, written proof of attendance at the Twelve-Step program shall be provided every three months.

11. The Member consents to provide all necessary reports requested by the Registrar.

12. The Member will pay all costs incurred by CMLTM in monitoring compliance with this Agreement. If the Member fails to pay the costs on a monthly basis the Executive Director will immediately suspend the Member's registration until payment is made.

13. The Member will pay to the CMLTM, costs in the amount of \$ _____, payable in monthly installments of \$ ____ commencing _____, 20 ____.

14. This Agreement shall remain in effect for five (5) years from the date of the Agreement. Should the Member at any time during the term of this Agreement not be listed on CMLTM's register of practicing members (The Register), then all obligations of the Member under this Agreement shall be held in abeyance, as will the computation of the five (5) year term of this Agreement. If the Member applies for re-instatement on The Register, then the obligations under this Agreement will immediately resume, as will the computation of the five (5) year term of this Agreement. If the Member at any time subsequent to a period of non-registration, applies for re-instatement, such re-instatement shall not occur until the Member has provided to the Registrar, a current report from her mental health care provider concerning her mental health and addiction status and has provided a negative urine screen, the timing of which screen shall be dictated by CMLTM.

15. If the Member breaches any term or terms of this Agreement, such breach may constitute and be deemed professional misconduct and grounds for suspension and disciplinary action against him/her.

Signed by me in (location), in Manitoba, this day of , (year).

Member's Signature CMLTM Authorizing Signature

Witness

**COLLEGE OF MEDICAL LABORATORY TECHNOLOGISTS OF MANITOBA
AGREEMENT**

I, CMLTM # _____ a member of the College of Medical Laboratory Technologists of Manitoba (CMLTM) enter into an agreement with CMLTM that:

1. I consent to and hereby request my current employer(s) and any employer(s) I may have during the currency of this agreement to report immediately to CMLTM the suspension or termination of my employment.
2. I will keep CMLTM's Registrar informed within fourteen days of any changes of my address or telephone number.
3. I will advise CMLTM's Registrar within fourteen days of a change in my employment and/or if I move to another jurisdiction. I understand that the governing body of that jurisdiction will be provided with a copy of this agreement.
4. I hereby agree to accept a current registration subject to the following conditions, agree to voluntarily surrender my current certificate of practice with CMLTM and agree to return my current certificate of practice card to CMLTM at the time of signing this agreement. The conditions imposed on my registration are as follows:
 5. I will participate and successfully complete the following education activities for the purpose of addressing the deficiencies in my practice which were identified as a result of a complaint brought against me:

I authorize the College to provide to _____ (education facility) any and all information required regarding my participation in the educational activities.

I authorize the _____ (education facility) to provide the CMLTM information about my successful completion of the education activities.
6. I will, within three months of signing this agreement, complete and submit a paper to demonstrate insight and learning that will:
 - (a) Address and analyze the issues that brought forth the complaint;
 - (b) Use the **CMLTM's Code of Professional Conduct and Medical Laboratory Technologists Standard of Practice** to discuss and evaluate the impact of my role in the incidents and what I may have done differently;
 - (c) Use the personal counselor's or psychologist's recommendations to discuss what could be managed differently in the same incident;
 - (d) Discuss the impact of these issues on my future practice.
 - (e) Review the paper with the Registrar or delegate within one month of submission.
7. I will obtain an assessment by a counselor or psychologist, approved by CMLTM, within one month of signing this agreement.
8. I will submit a report from the counselor or psychologist, to CMLTM within one month of the assessment.

9. I will attend ongoing sessions with the counselor or psychologist approved by CMLTM, as deemed necessary by the counselor or psychologist, with reports sent to CMLTM every three months.

10. I consent for all necessary reports to be made to CMLTM.

11. I acknowledge and agree that if I breach any term or terms of this agreement, such a breach may constitute and be deemed professional misconduct and grounds for disciplinary action.

Signed by me in (location), in Manitoba, this day of , (year).

Member's Signature CMLTM Authorizing Signature

Witness