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Phys

Frederick Owner: Health
Area: **FIHN** 

Standards & Regulations:

References:

# **Code of Conduct, FIHN 103**

This policy is intended as a guideline to assist in the delivery of Frederick Integrated Healthcare Network's (FIHN) clinically integrated provider network and its commitment to improving health and service for patients while reducing the rate of increase in the cost of care. It is not intended to replace professional judgment in patient care or administrative matters.

#### **PURPOSE:**

All Participating Providers are expected to display the highest level of professional behavior, decorum, compassion and ethics. In accordance with this expectation, the FIHN Code of Conduct is designed to clarify common expectations and facilitate unity among Participating Providers. The guidelines set forth in this Code of Conduct policy govern interactions with Insureds, their families, FIHN Providers, government agencies and their representatives and the public at large.

## **POLICY:**

To provide guidance on requirements for professional conduct related to employment and/or engagement in FIHN.

### PROCEDURE:

- 1. All Providers will abide by the principles of medical ethics (primacy of patient welfare, patient autonomy, and respect for human dignity and rights), and the policies and procedures of FIHN consistent with the laws and regulations of the state regarding medical practice.
- 2. All Providers will interact and communicate with Insureds, all other Participating Providers and their employees and agents in a courteous, respectful and dignified manner.
- 3. All Providers have the primary responsibility for effective communication.
- 4. All Providers must:
  - 1. Seek out assistance in conflict resolution when managing disagreements with others.
  - 2. Address dissatisfaction with policies, administrative or supervisory actions through the proper leadership channels at FIHN.
  - 3. Communicate quality and patient safety concerns to FIHN leadership as appropriate.
  - 4. Regard Insureds and their families with respect and consideration.

- 5. Providers will not engage in disruptive behaviors, including but not limited to the following:
  - 1. Sexual harassment and sexual innuendos;
  - 2. Use of abusive language, including the use of foul language, screaming or name calling;
  - 3. Making direct or indirect threats of violence, retribution, litigation or financial harm;
  - 4. Making racial or ethnic slurs;
  - 5. Intimidation:
  - 6. Criticizing or embarrassing FIHN staff in the presence of others;
  - 7. Slander:
  - 8. Inappropriate physical expressions of anger;
  - 9. Treating Insureds, coworkers or others in a discriminatory way, including but not limited to discrimination based on race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, or age;
  - 10. Providing patient care while impaired by alcohol, drugs or illness; and
  - 11. Dishonesty
- 6. Optimal health care depends on the harmonious interaction, communication and combined efforts of a multidisciplinary team that includes but is not limited to: physicians, dentists, affiliated health care providers, students, residents, social workers, patients, families and others. As Participating Providers strive to provide the highest level of care to Insureds, they will engage in the following behaviors:
  - 1. Respond promptly and professionally when called upon for consultative and clinical services from Participating Providers;
  - 2. Respond to patient and staff requests for information promptly and appropriately;
  - 3. Respect the confidentiality and privacy of Insureds in accordance with applicable law;
  - 4. Seek and obtain appropriate consultations;
  - 5. Arrange for appropriate coverage in accordance with FIHN policies;
  - 6. Prepare and maintain medical records in accordance with the Participation Agreement;
  - 7. When terminating or transferring care of an Insured, provide a prompt handoff that has pertinent and appropriate medical information to ensure continuation of care, medication reconciliation, and adequate follow-up; and
  - 8. Be collaborative with and respectful of all multidisciplinary team members and individuals involved in the care of Insureds.
- 7. Providers are strongly urged to contribute meaningfully to the FIHN community by:
  - 1. Serving on FIHN committees when requested and available;
  - 2. Notifying the Medical Director of any Participating Provider who may be impaired, disruptive or who repeatedly violates the Code of Conduct;
  - 3. Following and obeying the law at all times;
  - 4. Holding in strictest confidence all information pertaining to peer review, and quality review improvement activities concerning Participating Providers;
  - 5. Protecting the confidentiality of log-in IDs and passwords that access any FIHN health care data as

well as protecting patient identifiable information or other confidential FIHN information from loss or theft; and

- 6. Reporting to the Medical Director all variances from quality and safety initiatives.
- 8. The medical record is a vital legal document that records all aspects of a patient's health care. This document should include but not be limited to all information regarding patient histories and physicals, diagnostic evaluations, treatment plans and outcomes. All entries in the medical record must be dated. Additionally, they should accurately reflect the professional recommendations and actions taken by all health care providers. Medical record entries should reflect the same level of respect that is expected of interpersonal and verbal communications previously set forth in this Code of Conduct. The Medical Record should not include irrelevant narratives that are inappropriate, judgmental, or unprofessional regarding subjective views towards other individuals.
- 9. All Participating Providers are expected to adhere to the principles and guidelines outlined in this Code of Conduct. All Participating Providers will receive a copy of the Code of Conduct with the understanding that they will review the Code of Conduct and consent to its terms and conditions.
- 10. Administration of the Code of Conduct is the responsibility of the Medical Director.
- 11. Participating Providers who do not abide by the Code of Conduct are subject to disciplinary and/or corrective actions, and if warranted, termination. The Chair, the Medical Director and the Executive Director each have the authority to recommend Adverse Action against a Participating Provider for violation of this Code of Conduct. If Adverse Action is recommended, the procedures set forth in the Termination of Participating Providers Policy (FIHN- 07) would then take effect.

### **DEFINITIONS:**

**Adverse Action**: means any reduction, restriction, suspension, revocation, or denial of a Participation Provider's status as a participating provider with FIHN and corresponding termination of the Participation Agreement as it applies to the Participating Provider in accordance with the Termination of Participating Providers Policy (FIHN-07).

Board: means the FIHN Board of Managers.

Chair: means the Chairman of the Board of Managers.

**Executive Director:** means the FIHN Executive Director as defined by the Executive Director Job Description.

FIHN: means Frederick Integrated Healthcare Network, LLC.

**Insured:** means insured of third party payors with whom FIHN contracts on behalf of its Participating Providers.

Medical Director: means the FIHN Medical Director as defined by the Medical Director Job Description.

**Participating Physicians:** means the licensed physicians who have been credentialed and approved by the Board as participants of FIHN and who have entered into, individually or through their group practice, a Participation Agreement

**Participating Providers:** means the Institutional or non-institutional health care providers, including Participating Physicians, which or who are under contract, directly or indirectly, with FIHN to provide covered services to Insureds of third party payors with whom FIHN contracts on behalf of its Participating Providers.

Participation Agreement: means the written agreement between each Participating Provider and FIHN for

the Participating Provider to participate in FIHN's program of clinical integration and to provide covered services to insureds of third party payors with whom FIHN contracts on behalf of its Participating Providers.

## **RELATED DOCUMENTS:**

Termination of Participating Providers Policy (FIHN-07)

#### **Attachments**

No Attachments

#### **Approval Signatures**

Step Description	Approver	Date
Senior Leader Approval	Jennifer Teeter: VP Clin Integration & Con	03/2021
	Christian Gomes: Director FIHN Ops & Phys	03/2021
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