

PHARMACISTS' EDUCATION AND ADVOCACY COUNCIL
CONTRACT OF AGREEMENT (form rev. March 10, 2010)

NAME _____ DATE _____

This Pharmacists' Education and Advocacy Council (PEAC) contract specifies the terms under which the Council agrees to provide advocacy to support your return to pharmacy employment. Experience has shown that long term recovery from chemical dependence requires a period of treatment along with continuous monitoring, in part as listed below. This contract is designed to help meet the needs of each individual. The laws of the State of Maryland will be applied to settle conflicts that arise from this contract.

1. I, _____, agree to adhere to the terms of this contract for a period of five (5) years from the date of this contract in return for PEAC support, advocacy, and documentation of activities described below. A treatment review with the PEAC monitor will take place annually.
2. I agree to present myself for a screening evaluation, an assessment, and specific treatment planning if warranted, no later than _____ (date).
3. I agree to participate in treatment, which may consist of 21 days or longer at an in-patient rehabilitation center if deemed necessary.
4. I agree to identify a primary physician, and I further agree that this physician will share with the committee information on any drugs prescribed for me, and other pertinent information regarding evaluation and treatment.
5. I will give a copy of this contract to the therapist providing my addictions treatment and I authorize the therapist to share with PEAC information regarding drugs prescribed for me and other pertinent information regarding my evaluation and treatment.
6. I agree to participate in outpatient treatment if warranted, and to attend other drug rehabilitation therapy as directed by the treatment facility.
7. I agree to identify to the Council an AA/NA sponsor within three (3) months **of the date of this contract**.
8. I agree to completely abstain from all mood-altering drugs (alcohol, sedatives, stimulants, narcotics, marijuana, soporifics, over-the-counter drugs, etc.) except on prescription from my family physician, named in paragraph #4 above, after his or her consultation with this Council.
9. I will provide **random** witnessed urine samples for drug screening upon direction from PEAC at its discretion throughout the period of this contract.
10. I will surrender my license to PEAC and agree to cease the practice of Pharmacy if the Council finds that such a restriction is necessary.
11. I agree that it is my responsibility to inform all employers of my condition if employment is continued during treatment, and to provide monthly employer reports to the Council.
12. I understand that all costs connected with my participation in the treatment program(s) are to be rendered at my own expense and my own responsibility. The Council will consider providing financial aide upon application.

13. A member of this Council will be assigned to follow my case. **I am responsible** for maintaining twice weekly telephone contact with this person **for a period of 6 months after which contacts will be reduced to once weekly for the remainder of the contract.**

14. All records will be destroyed two (2) years after the completion of monitoring. Some items may be extracted for research and reporting purposes. No identifying information will be revealed and reports will be in aggregate form.

15. If, during the period of this contract, the Board of Pharmacy executes a disciplinary order pertaining to my license I will pay a fee to cover the costs of monitoring and advocacy as described below. Failure to remain current on fee payment can lead to dissolution of the contract

- A. Provide ongoing advocacy through monitor contact
- B. Assist in securing therapist reports
- C. Assist in securing employer reports
- D. Maintain vigilance on times when appeals for modification of consent order can be made
- E. Follow up with the Board on appeals for modification of consent order
- F. Write a letter of support when appropriate
- G. Assist in preparation and review of dossier to be presented to board during appeal for removal or modification of Board of Pharmacy disciplinary conditions
- H. Provide an opportunity for a mock hearing before PEAC members requesting removal or modification of Board of Pharmacy disciplinary conditions.

16. I agree to the following special terms as applied to this contract (if any are stipulated).

- Check this box if the pharmacist is under a Board of Pharmacy Consent Order and attach the order to the contract. Conditions of Board of Pharmacy Consent Order shall be followed are considered part of this PEAC contract.
- Other terms apply see below:

17. Any violations of the Pharmacy Practice Act that occur during the period of this contract will be reported to the Maryland Board of Pharmacy and other states in which you are licensed.

18. If I move to another state during the period of this contract I will transfer this agreement to that state's pharmacist rehabilitation committee or its equivalent.

19. My failure to adhere to the terms of this contract will be grounds for release of the Council from any further advocacy role on my behalf and the referral of this matter by the Council, along with any documents or records obtained or created by the Council with regard to this matter, to the Maryland State Board of Pharmacy, which may take disciplinary action against me.

20. I have been given a copy of the Maryland Pharmacy Law (HO §12-317) that addresses sharing of information and civil liability related to the actions of the members of a "Pharmacist Rehabilitation Committee."

I AM VOLUNTARILY SIGNING THIS CONTRACT. MY SIGNATURE INDICATES THAT, HAVING READ THE INFORMATION PROVIDED ABOVE, I UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT

(Witness)

(Recovering Pharmacist's Signature/ date)

(Witness)

(PEAC Representative/ date)