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POSITION STATEMENT

The Creighton University School of Pharmacy and Health Professions:

- desires to protect the public from students who are chemically impaired.
- recognizes that chemical impairment (including alcoholism) is a disease that affects society.
- desires to assist chemically impaired students and their immediate families towards recovery.
- advocates referral of chemically impaired students to approved evaluation, treatment and/or other support programs.
- desires to support students in their recovery from co-dependent relationships with chemically impaired individuals.
- encourages the provision of professional education concerning chemical impairment.
- supports research in chemical impairment.
- encourages School participation in public education and prevention programs concerning chemical impairment diseases.
- encourages responsibility in promotion and use of alcohol.
- accepts responsibility for the development and dissemination of policies which prohibit illicit drug/alcohol use by students enrolled in the School.

GENERAL GOALS FOR THE CHEMICAL IMPAIRMENT PROGRAM

1. Provide compassionate and proactive assistance for chemically impaired or co-dependent students and their families.
2. Afford recovering pharmacy and health professions students who are not legally restricted and are no longer chemically impaired the opportunity to continue their education without stigma or penalty.
3. Protect society from harm that impaired students could cause.

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DEFINITIONS

As used in these Policies and Procedures, unless the context otherwise requires:

1. **Chemical impairment** shall mean a chronic, progressive illness which involves the use of alcohol and/or other drugs/chemicals to a degree where it interferes in the normal functional life of an individual as manifested by health, family, job, legal, financial and/or emotional problems.
2. **Chemically impaired student** shall mean a student enrolled in the School of Pharmacy and Health Professions who is suffering from chemical impairment.
3. **Co-dependent** shall mean a person who begins to lose his/her own personal identity, in the process of focusing on the chemical impairment of another person, to a degree which interferes with the normal functional life of the co-dependent individual as manifested by health, family, job, legal, financial and/or emotional problems.

PHARMACY AND HEALTH STUDENT RECOVERY ADVOCACY NETWORK (SRAN)

The Student Recovery Advocacy Network, a subcommittee of the Student Needs and Assistance Committee shall be comprised of:

1. The Associate/Assistant Dean of Student Affairs and Academic Affairs;
2. A minimum of two students from each program within the School of Pharmacy and Health Professions;
3. A minimum of three faculty members from within the School of Pharmacy and Health Professions in addition to the Associate/Assistant Dean of Student Affairs and Academic Affairs.

A minimum of the Assistant/Associate Dean of Student Affairs, Academic Affairs and one faculty member from the Network will be familiar with the specifics of any given case, although all non-student members of the SRAN will be made aware, in general terms, of the case. If an investigation of a given case is required, other Network members may be made aware of the case specifics, on a need to know basis. The SRAN will develop a procedure which will maintain confidentiality while defining who will be aware of case specifics.

All individuals considered for service on the SRAN must have a sincere interest in helping impaired students, must be willing and able to maintain confidentiality of all information, and be willing to commit significant time to the Network's efforts. Because of the confidential nature of the SRAN's activities, the Dean will seek the Network's input in the selection of future members. Each individual on the SRAN will be required to successfully complete appropriate chemical

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impairment training, including review of confidentiality requirements, prior to the initiation of any Network activities. It will be the responsibility of the chair of the SRAN to assure that all necessary orientation and training of each new member has been completed.

The SRAN has the authority to:

1. Receive requests for assistance from students concerned that they may have a chemical impairment problem.
2. Receive reports of alleged chemical impairment from other individuals concerned about a student enrolled in the School.
3. Interview the alleged chemically impaired student, and/or other individuals that may have pertinent information related to the case in order to appropriately investigate the alleged dependency.
4. Initiate screening and treatment contracts with the alleged chemically impaired student to assure compliance on the part of the student and advocacy on the part of the SRAN.
5. Monitor the progress of the evaluation, treatment and recovery of the impaired student, including the authority to request blood and urine samples for drug screening at random intervals, to receive results of these screenings, and to request and receive reports from the caregivers of the student concerning the student's progress through the treatment and recovery program.
6. Report findings of noncompliance to the Dean when deemed necessary by the SRAN.

The names, addresses and phone numbers of all members on the SRAN shall be publicized within the School.

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PROCEDURE

A "Flow Chart to Recovery" containing an overview of advocacy procedures for the impaired student is provided (Appendix A).

Students may be suspected of improperly using and/or abusing drugs and/or alcohol on the basis of one or more of the following (*this list is not exhaustive*):

1. Possession of an illegal substance
2. Conviction of a drug related crime
3. Theft of a drug product of abuse potential
4. Chemical impairment at School or a School sponsored function
5. Unexplained decrease in class attendance or academic performance
6. Concern expressed by a faculty member, staff member, fellow student, preceptor, other health professional, police authority, or others regarding possible chemical substance abuse.

The identity of an individual reporting a student with an alleged chemical impairment problem will be treated confidentially. The reporting individual, however, will be informed that the information provided may be used as evidence in a disciplinary proceeding in the event that the student refuses to enter into a recommended contract for evaluation, treatment and recovery with the SRAN, refuses to comply with the terms of the contract or is convicted of a drug related offense which requires expulsion from the School/University under School/University policy.

After a report has been made to a SRAN member, data gathering of the specific incidence or situation will occur prior to a SRAN conference. Sufficient evidence of the alleged impairment must be documented and affirmatively voted upon by the SRAN in order to proceed to intervention or other action. To proceed, the SRAN may have no more than one dissenting vote.

Prior to any contractual meeting with the student, a plan for referral of the impaired student will be agreed upon by the SRAN. This will include a formal evaluation for evidence of chemical impairment. Once sufficient evidence has been documented and a plan for referral has been decided upon, the members of the SRAN involved with the case, and any other individuals who are necessary to support the alleged charges, with the assistance of the University counselor for chemical impairment, shall initiate an appropriate interaction with the alleged impaired student. If deemed necessary by the SRAN, the student will be required to submit to an evaluation and subsequent rehabilitation process as outlined under this policy. A list of approved evaluators will be provided. Prior to the initial evaluation, the student will be required to sign an Initial Assessment Agreement with the SRAN (Appendix B).

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If the University counselor for chemical impairment confirms a high suspicion of chemical impairment, then the student will be required to sign a Secondary Assessment Agreement with the SRAN (Appendix C).

If the professional evaluation confirms the alleged chemical impairment, the student will then be required to sign Treatment/Recovery Agreements with the SRAN in order to assure continued advocacy on the part of the Network (Appendix D). Participation in a rehabilitation program does not confer immunity from criminal prosecution or license/ registration suspension or revocation.

Agreements for rehabilitation made under these policies and procedures shall be effective upon signature by the student and the representatives from the SRAN. Students must be informed in writing that they will be responsible for all costs of participation in chemical impairment evaluation, treatment and/or recovery programs.

Participation of an impaired student in a formal treatment program appropriate to the severity of his/her chemical impairment is advocated rather than participation only in unstructured 12-step programs such as Alcoholics Anonymous or Narcotics Anonymous. The recommendations of the counselor responsible for the diagnostic evaluation will be considered by the School in determining the treatment modality. The impaired student may request a second non-Creighton University evaluation, provided that the evaluator is approved by the SRAN.

Students will be informed that refusal to cooperate with the recommendations of the SRAN will result in the termination of the Network's advocacy on behalf of the student, and a full report of the alleged impairment will be made to the Dean of the School. All records may be released to the Dean if noncompliance with terms of agreements necessitates termination of the advocacy for the student by the SRAN. This Chemical Impairment Policy is not intended to and shall not have the purpose or effect of displacing the academic performance review procedures and/or the non-academic misconduct procedures set forth in the Student Handbook.

If treatment can occur during breaks from classes, the student's academic progress may be preserved without conspicuous absence from class for a protracted period of time. If the student's impairment appears to immediately endanger self or others, referral for evaluation and/or treatment shall be completed as soon as possible. When this is necessary, the Assistant/Associate Dean for Academic Affairs shall coordinate a leave of absence for the student, and make necessary contacts with Student Records and Financial Aid. Every attempt will be made not to disclose information concerning the nature of the illness. This procedure should be done with the approval of the impaired student. If academic progress is interrupted by treatment, re-entry into the School shall depend on compliance with terms of the agreement and the recommendation of the treatment counselor. Subject to terms of the agreement, some students may continue in the academic program while in outpatient treatment.

The SRAN shall be responsible for the collection and maintenance of records in a manner which is confidential, secure and separate from other student records, and for the disposal of these records in the time frame indicated in Appendix A. Access to these records must be restricted to

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those authorized by the SRAN (usually only the members directly involved in the case) and only for specific cause. Records of students who have completed terms of agreements will be maintained for a period of five (5) years after they leave the school and will then be destroyed. Some data may be extracted from the record for statistical or research purposes. When this is done, no identifying information will be kept.

Nothing in these Policies and Procedures shall be construed as prohibition of the student from seeking assistance directly from Student Counseling, Student Health or other assistance programs for chemical impairment. When this occurs, the student is encouraged to authorize release of information pertinent to their treatment progress to the SRAN, if deemed in the best interest of the student by the treatment providers.

PROCEDURAL CONSIDERATIONS

LEGAL

Creighton University shall indemnify any person who was or is a party to or is threatened to be a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative other than an action by or in the right of the University by reason of the fact that he/she is or was a member of the SRAN Committee serving at the request of the School of Pharmacy and Health Professions, against expenses, including attorneys' fees, judgments, fines, and amounts, paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding as long as he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the University, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful.

ACADEMIC

Student academic standing at the end of the most recently completed semester before entering treatment will be preserved while the student is on a leave of absence for approved chemical rehabilitation therapy. If the student is academically ineligible to continue in the curriculum, participation in the program may not preclude administrative action for dismissal. This Policy does not abridge any procedure or any rights which the student may have arising under the procedures for academic performance review and/or the procedures for non-academic misconduct review as set forth in the Student Handbook.

The impaired student will not be allowed to participate in experiential components of the educational program until permission to do so is obtained from the SRAN and treatment counselor.

FINANCIAL

The participant is responsible for all costs of participation in chemical impairment evaluation, treatment, and rehabilitation including urine and blood testing.

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FINANCIAL AID

Students who enter treatment during school may not be able to complete course work during that semester, and may have difficulty meeting financial aid program criteria. Where possible, the SRAN will act as an advocacy group to assist the student in resolving financial aid problems.

DRUG TESTING

Drug testing is a routine part of any drug rehabilitation program, and serves as positive proof of continuing compliance with the program. Any treatment/recovery program (or its specified treatment agency or laboratory) using random drug testing for monitoring of compliance with chemical dependency recovery programs must insist on direct observation of specimen collection, and have a carefully controlled system of specimen processing (i.e., retention of a portion of the specimen in locked storage for subsequent testing if required, observation of a specific chain of custody for sample handling, use of a reputable, consistent laboratory with assurance of confidentiality of reports, and confirmation of screened positives using a separate method of analysis on the retained sample to verify positive results) before presence of prohibited substances is reported to the SRAN.

NONCOMPLIANCE/RELAPSE

The SRAN, working with each recovering individual, will be allowed to vigorously confront noncompliance without necessitating a report to the Dean, the respective licensing board or employer. Return to treatment may be necessary in some cases. If the individual then fails to comply or is recurrently noncompliant, the SRAN advocacy relationship is terminated and a comprehensive report is made to the Dean.

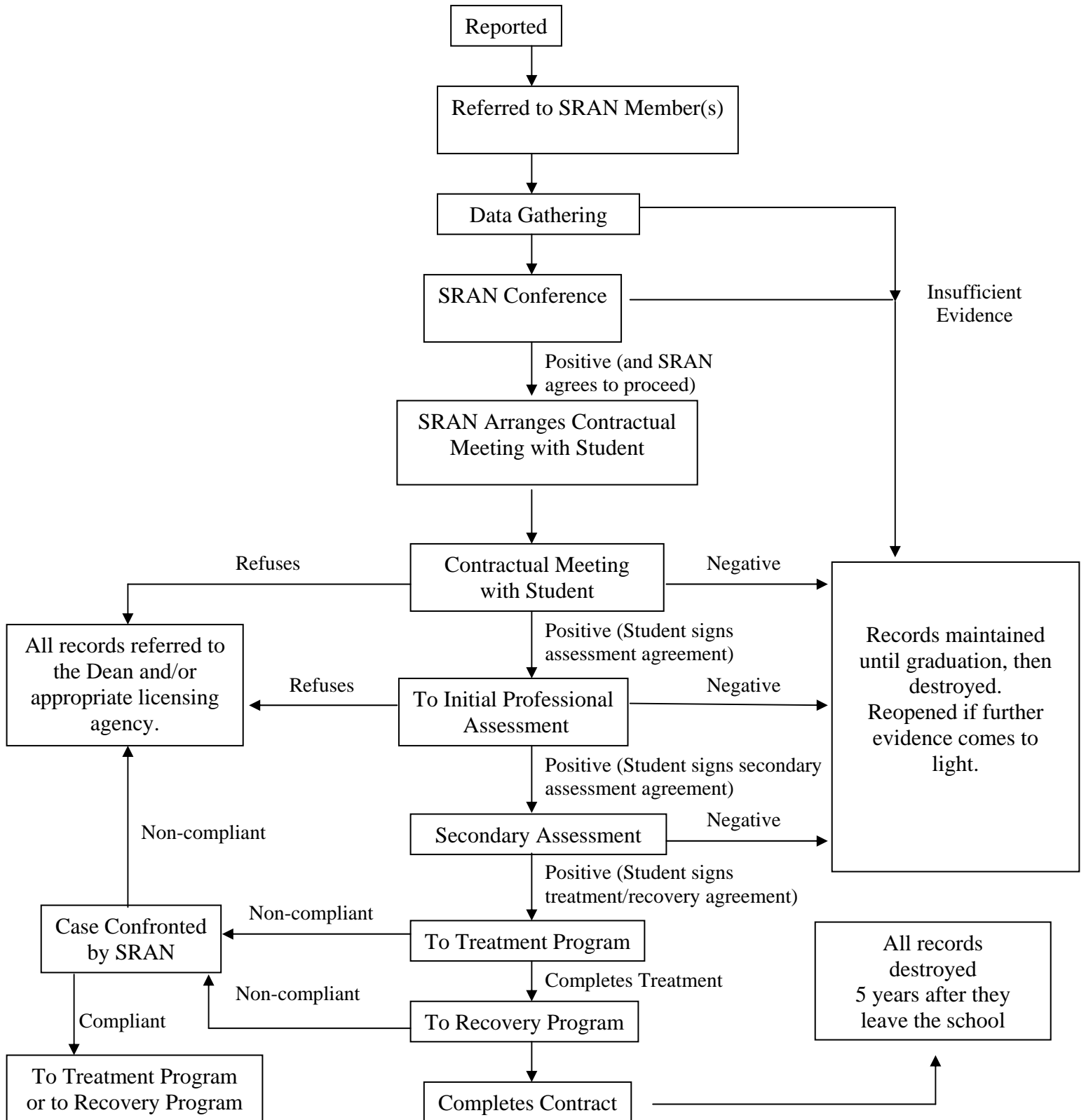
Participation in 12-step or other support programs while recovering from chemical impairment is a lifelong process. The cornerstone to the process is ongoing participation in support program meetings. Students will be encouraged to attend such meetings.

Approved by School faculty 12/11/92; Amended - 9/7/93; Amended - 5/11/99; Amended- 5/2/00

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APPENDIX A

Flow Chart to Recovery



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APPENDIX B**Confidential Initial Assessment Agreement Between**

**And the Creighton University
School of Pharmacy And Health Professions
Student Recovery Advocacy Network (SRAN)**

This agreement specifies the terms under which the representatives of the SRAN agree to provide confidential referral for you to competent health care providers.

The SRAN has been made aware of certain specific information from reliable but confidential sources regarding observations of your behavior. These observations were reported to the SRAN with the understanding that the information would be used to help rather than harm you. The SRAN's primary goal is to provide confidential assistance to students needing professional help in dealing with problems which may be related to alcohol and/or drug use.

If you refuse to undergo a professional screening evaluation to determine the need, if any, for treatment and/or if you refuse to participate in treatment if this is recommended by the screening agency, the SRAN is morally and ethically obligated to report the details, as we know them, of your possible dysfunction to the Dean of the School.

Terms of the Assessment Agreement:

1. I agree to present myself for an initial screening evaluation at Creighton's Counseling and Psychological Services or at an alternate evaluation agency approved by the SRAN, as represented by the Assistant/Associate Dean of Academic Affairs, no later than _____ (Date). I authorize reporting of the results of the evaluation and any treatment recommendations to the Assistant/Associate Dean of Academic Affairs, and designated faculty members of the SRAN. I understand that financial responsibility for the assessment is my own.
2. I understand that my failure to adhere to the terms of this agreement will be grounds for release of the SRAN from any further advocacy role on my behalf. The matter will be referred to the administration of the School for possible disciplinary action. I understand that I may request an additional evaluation at my own expense from an agency approved by the SRAN.
3. I agree to release and hold harmless Creighton University, the members of the SRAN, the Creighton University School of Pharmacy and Health Professions and its governing body,

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officers, employees, agents and attorneys in any and all matters pertaining to this evaluation, screening and, if necessary, reporting process.

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

Signature of Participant

Date

SIGNATURES OF TWO MEMBERS OF THE SCHOOL OF PHARMACY AND HEALTH PROFESSIONS SRAN.

Name

Title

Date

Name

Title

Date

12/11/92; Amended - 9/7/93; Amended – 5/11/99; Amended - 5/2/00

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APPENDIX C**Confidential Secondary Assessment Agreement Between**

**And the Creighton University
School of Pharmacy And Health Professions
Student Recovery Advocacy Network (SRAN)**

This agreement specifies the terms under which the representatives of the SRAN agree to provide confidential referral for you to competent health care providers.

The SRAN has been made aware of certain specific information from reliable but confidential sources regarding observations of your behavior. These observations were reported to the SRAN with the understanding that the information would be used to help rather than harm you. The SRAN's primary goal is to provide confidential assistance to students needing professional help in dealing with problems which may be related to alcohol and/or drug use.

If you refuse to undergo a professional screening evaluation to determine the need, if any, for treatment and/or if you refuse to participate in treatment if this is recommended by the screening agency, the SRAN is morally and ethically obligated to report the details, as we know them, of your possible dysfunction to the Dean of the School.

Terms of the Assessment Agreement:

1. I agree to present myself for a secondary screening evaluation at an evaluation agency approved by the SRAN, as represented by the Assistant/Associate Dean of Academic Affairs, no later than _____(Date). I authorize reporting of the results of the evaluation and any treatment recommendations to the Assistant/Associate Dean of Academic Affairs, and designated faculty members of the SRAN. I understand that financial responsibility for the assessment is my own.
2. I understand that my failure to adhere to the terms of this agreement will be grounds for release of the SRAN from any further advocacy role on my behalf. The matter will be referred to the administration of the School for possible disciplinary action. I understand that I may request an additional evaluation at my own expense from an agency approved by the SRAN.
3. I agree to release and hold harmless Creighton University, the members of the SRAN, the Creighton University School of Pharmacy and Health Professions and its governing body, officers, employees, agents and attorneys in any and all matters pertaining to this evaluation, screening and, if necessary, reporting process.

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

Signature of Participant

Date

SIGNATURES OF TWO MEMBERS OF THE SCHOOL OF PHARMACY AND HEALTH PROFESSIONS SRAN.

Name

Title

Date

Name

Title

Date

12/11/92
Amended - 9/7/93
Amended - 5/11/99
Amended - 5/2/00

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APPENDIX D

**Confidential Treatment and Recovery Agreements Between
_____ and the Creighton University
School of Pharmacy and Health Professions
Student Recovery Advocacy Network (SRAN)**

These Treatment and Recovery Agreements specify the terms under which the representatives of the SRAN listed below agree to assume an advocacy role on your behalf with the administration of the School and, as necessary, with the appropriate professional licensure board during your rehabilitation. Experience with health care professionals recovering from chemical dependencies has shown that the use of similar agreements helps to avoid misunderstanding of the terms and expectations of the treatment, recovery and advocacy process.

1. I hereby authorize my treatment and recovery counselor(s) to communicate with the Assistant/Associate Dean for Academic Affairs of the School concerning my progress, my entry into a recovery program, and recommendations for return to my academic studies, and/or employment. I also authorize counselors in the Alcohol and Drug Education office or any other counselor assisting in my treatment and/or recovery to release to the SRAN any information they may have specifically relating to issues concerning my impairment, treatment and recovery. This release is not to be used for the purpose of giving details of my personal life or my treatment, but to report the status of my treatment and recovery.
2. I agree to identify a single primary care physician and utilize this physician (or physicians to whom this physician refers me) exclusively for all my medical care during the duration of this agreement. I further authorize this physician to share with the SRAN information regarding any drugs prescribed for me, and other information that may be pertinent to my recovery and/or compliance with this agreement. I agree to abstain from all mind-altering drugs (e.g., alcohol, sedatives, stimulants, narcotics, marijuana, soporifics, over-the-counter drugs, etc.) except on prescription from my primary care physician.
3. I agree to provide the SRAN with my current address and telephone number and the names, addresses and telephone numbers of my employer, treatment center and counselor(s), and identities, locations and meeting schedules of support groups being attended. I further agree to immediately notify the SRAN of any changes in this information.
4. I agree to comply with stipulated conditions for my return to classes, to experiential activities of the School, and employment, and with the limitations placed upon my access to addicting chemicals and alcohol as appended to these agreements and signed by me and an authorized member of the SRAN.
5. For the duration of these agreements, I agree to provide urine and/or blood samples for analysis as required by the SRAN.

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6. I understand that I am responsible for all costs connected with my participation in the treatment and recovery program unless other specific arrangements have been made and are appended to these agreements with the signature of the participant and at least one member of the SRAN. Neither the SRAN nor the School are responsible for any of these expenses.
7. I agree to release and hold harmless Creighton University, the members of the SRAN, the Creighton University School of Pharmacy and Health Professions and its governing body, officers, employees, agents and attorneys in any and all matters pertaining to my chemical impairment, treatment and recovery.
8. I understand that my failure to adhere to the terms of, or refusal to sign these agreements will be grounds for release of the SRAN from any further advocacy role on my behalf. The matter will be referred to the Dean of the School for possible disciplinary action.
9. If I am non-compliant with any terms of these agreements, I understand that the SRAN may, at its discretion, elect to continue its advocacy role on my behalf and give me the opportunity to return to compliance. Failure to return to compliance will result in reporting as outlined in Section 8 above. I further understand that additional terms may be appended to these agreements at a later date for such noncompliance with their terms and will be signed by me and at least one member of the SRAN.
10. If I transfer to another school before I complete the terms of these agreements, I authorize the SRAN to transfer information and authority for these contractual agreements to that school's rehabilitation program. If no such program exists, I authorize transfer of this information to that school's administration. I understand that such a program or that school's administration may not accept the terms of these agreements and may choose to alter them or impose additional conditions.
11. After completion of the terms of these agreements, all records of my involvement in this program will be destroyed confidentially five years after I leave Creighton University School of Pharmacy and Health Professions. Some data may be extracted from the record for statistical or research purposes. When this is done, no identifying information will be kept.

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RECOVERY AGREEMENT

1. I, _____, agree to adhere to the terms of this Recovery Agreement until I successfully graduate from the Creighton University School of Pharmacy and Health Professions. If I do not complete two (2) full years of recovery (drug and alcohol free in compliance with signed agreements) prior to graduation from the School, I understand that the SRAN reserves the right to report the terms and conditions of these agreements, as they exist at the time of graduation, to the appropriate professional licensing authority and/or the professional rehabilitation program available in any state where I make application to practice.
2. I agree to participate in a maintenance program which will consist of attendance at Alcoholics Anonymous and/or Narcotics Anonymous meetings or other alcohol/drug recovery meetings as specified by the SRAN. I agree to maintain a record of meetings attended which lists date and time, meeting type and group name, and location on the forms provided at the meeting. I agree to attend at least ____ meetings per week for the duration of this agreement. I further agree to submit this record to a designated member of the SRAN at least every four (4) weeks. I understand that the SRAN may alter these requirements for noncompliance with agreement terms or may change the meeting requirements as deemed appropriate to my recovery. Such changes shall be appended to this agreement and signed by me and a representative of the SRAN.
3. I agree to attend meetings of, or individually meet with, recovering pharmacists or other health professionals and/or Counselors as specified by the SRAN. This stipulation shall be documented in writing, appended as a condition of this agreement, and signed by me and a representative of the SRAN.

I AM VOLUNTARILY SIGNING THIS RECOVERY AGREEMENT. MY SIGNATURE INDICATES THAT, HAVING READ THE INFORMATION PROVIDED ON PAGES 1, 2, AND 4 ABOVE, I UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Signature of participant

Date

SIGNATURES OF TWO MEMBERS OF THE SCHOOL OF PHARMACY AND HEALTH PROFESSIONS SRAN.

Name

Title

Date

Name

Title

Date

12/11/92; Amended - 9/7/93; Amended - 5/11/99; Amended - 5/2/00