

<b><i>Policy:</i></b> <b>Chemical Impairment Recovery</b>	<b><i>Issued:</i></b> 12/11/92	<b><i>Revised:</i></b> 9/7/93; 5/11/99; 5/2/00 09/20/11	<b>Page 1 of 18</b>
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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 the 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 RECOVERY PROGRAM

1. Provide compassionate and proactive assistance for chemically impaired or co-dependent students and their families while holding students accountable for their behaviors.
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 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.

## STUDENT RECOVERY ADVOCACY NETWORK (SRAN)

The Student Recovery Advocacy Network, is a School Advisory Committee and shall be comprised of:

1. A chairperson who is a faculty member or school administrator with expertise in substance abuse recovery.
2. No less than three or more than four faculty members from within the School of Pharmacy and Health Professions.

The chairperson and one faculty member from the Network will be familiar with the specifics of any given 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. Each individual on the SRAN will be required to successfully complete appropriate chemical 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:

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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 through the Assistant/Associate Dean for Academic Affairs to the Dean when deemed necessary by the SRAN.
7. The names and contact information 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 who may be suspected of improperly using and/or abusing drugs and/or alcohol will be referred to the SRAN 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 with abuse potential
4. Chemical impairment at School or a School-related function
5. Positive drug screening test.
6. Concern expressed by a faculty member, staff member, fellow student, preceptor, other health professional, police authority, or others regarding possible chemical substance abuse. Unexplained absences, unprofessional behavior and/or a decrease in academic performance will prompt intervention by the Assistant/Associate Dean for Academic Affairs to investigate suspected chemical impairment.

The identity of an individual reporting a student with an alleged chemical impairment problem will be treated confidentially. The individual reporting a student, however, will be informed that the information provided may be used as evidence in a disciplinary proceeding in the event that the student: (1) refuses to enter into a recommended contract for evaluation, treatment and recovery with the SRAN, (2) refuses to comply with the terms of the contract or (3) is convicted of a drug-related offense which may result in disciplinary action under School/University policy. Any or all of these three scenarios will be reported to the University's Division of Student Services to be dealt with according to the University Student Handbook.

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 with the Assistant/Associate Dean for Academic Affairs. Sufficient evidence of the alleged impairment must be documented.

Prior to any contractual meeting with the student, a plan for referral of the impaired student to a health care provider will be agreed upon by a SRAN representative. This will include a formal evaluation for evidence of chemical impairment. Once sufficient evidence has been documented and a plan for the 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.

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If deemed necessary by the SRAN, the student will be required to submit to an evaluation and subsequent rehabilitation process as outlined by 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). If a student is eligible to participate in a recovery network such as the Nebraska Licensee Assistance Program (LAP), he or she will be required to contact the external recovery network.

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 and Recovery Agreements with the SRAN in order to assure continued advocacy on the part of the SRAN (Appendix D). Participation in a rehabilitation program does not confer immunity from criminal prosecution; nor does it confer immunity from revocation or suspension of a license or registration.

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.

The School will give appropriate weight to the recommendations of the counselor responsible for the diagnostic evaluation 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. The student will pay for the cost of the second non-Creighton evaluation.

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 through the Assistant/Associate Dean for Academic Affairs. All records may be released to the Assistant/Associate Dean for Academic Affairs and the Dean if noncompliance with terms of agreements necessitates termination of the advocacy for the student by the SRAN. This Chemical Impairment Recovery 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 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 the Registrar, Business, and Financial Aid Offices.

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Every attempt will be made not to disclose information concerning the nature of the impairment. 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, a student 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 the school administrator responsible for maintaining these records and to those authorized by the SRAN (usually only the members directly involved in the case). 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 prohibiting the student from seeking assistance directly from Creighton University Student Health and Counseling, or other assistance programs for chemical impairment (such as the Nebraska Licensee Assistance Program). A student seeking an evaluation for a chemical impairment is encouraged to authorize release of information to the Assistant/Associate Dean for Academic Affairs if deemed in his or her best interest by the health care provider. A student undergoing treatment for a diagnosed chemical impairment is expected to authorize release of information to the SRAN that is pertinent to his or her treatment progress.

## **PROCEDURAL CONSIDERATIONS**

### **LEGAL**

All Creighton employees who serve on the SRAN are considered to be acting as agents of the University when they are performing their SRAN duties. In light of that fact, Creighton University shall safeguard and hold the SRAN members harmless from any claims, litigation or costs that may arise out of any actions the SRAN takes when assisting a student with chemical dependency issues, including any reports the SRAN may make to appropriate authorities regarding issues addressed in this policy.

### **ACADEMIC**

A student's 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. 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.

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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. The SRAN will evaluate and determine eligibility of the student to participate or continue in leadership or extra-curricular activities in the School or University.

## **FINANCIAL**

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

## **FINANCIAL AID**

Students who enter treatment during school may not be able to complete course work during, the time they are undergoing treatment, and may have difficulty meeting financial aid program criteria. Where possible, the SRAN will provide information and referral to assist the student in resolving their 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 should 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**

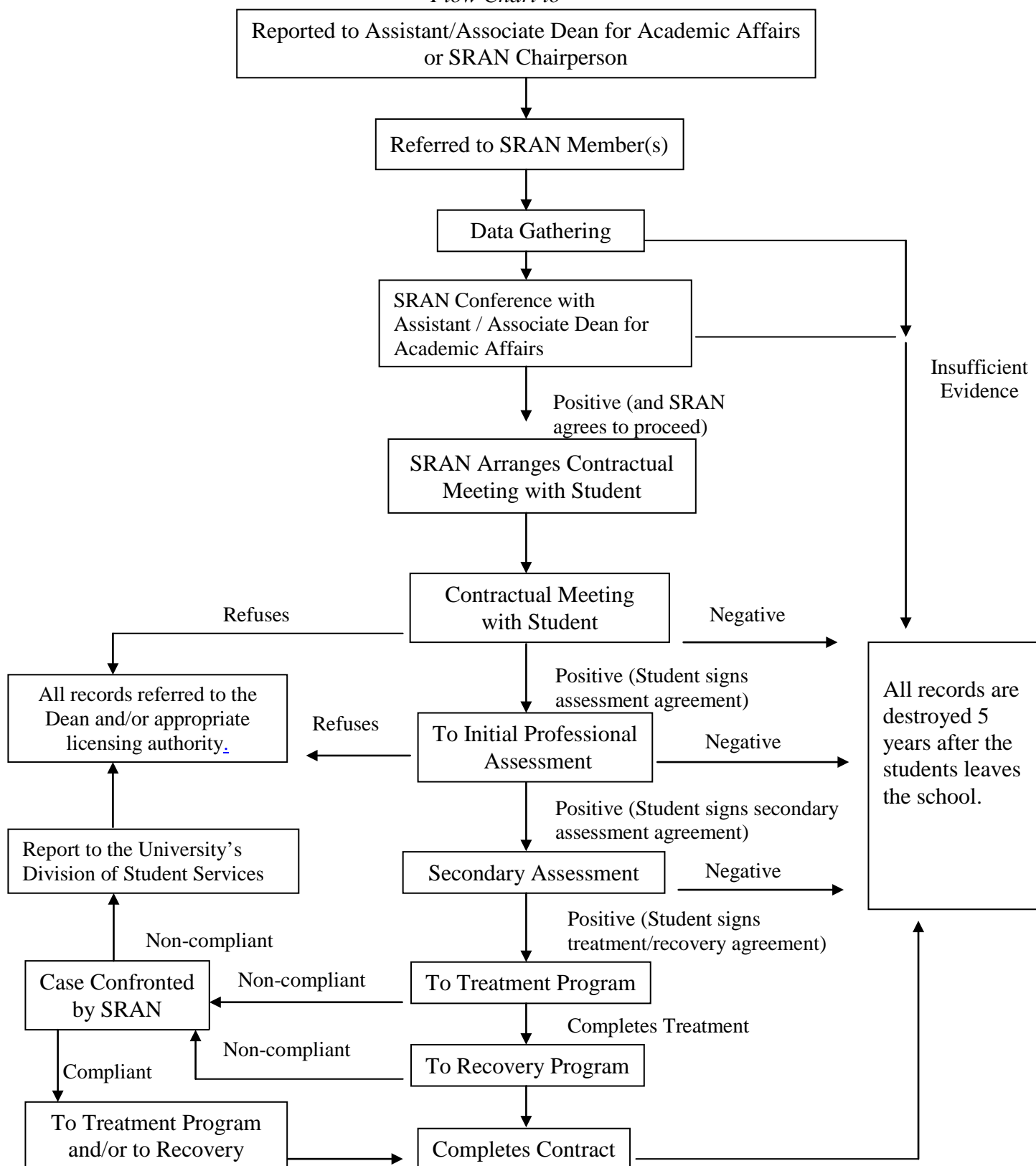
The SRAN, working with each recovering individual, will be allowed to confront noncompliance without necessitating a report to the Dean, the respective licensing authority or employer. Return to treatment may be necessary in some cases. If the individual then fails to comply or is recurrently noncompliant,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

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Approved by School faculty 12/11/92; Amended - 9/7/93; Amended - 5/11/99; Amended- 5/2/00  
Amended 09/20/2011

**APPENDIX A**  
*Flow Chart to*



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**APPENDIX B****Confidential Initial Assessment Agreement Between**


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**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 appropriate 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.

12/11/92; Amended - 9/7/93; Amended - 5/11/99; Amended - 5/2/00, Amended - 09/20/2011

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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, amended 09/20/2011

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**APPENDIX C****Confidential Secondary Assessment Agreement Between**


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

This agreement specifies the terms under which representatives of the SRAN agree to provide confidential referral for you to appropriate 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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12/11/92; Amended - 9/7/93; Amended - 5/11/99; Amended - 5/2/00, 09/20/2011

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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**


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**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 authority 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 licensed independent practitioner and utilize this licensed independent practitioner (or licensed independent practitioners to whom this licensed independent practitioner refers me) exclusively for all my medical care during the duration of this agreement. I further authorize this licensed independent practitioner 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 licensed independent practitioner.
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

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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.
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.



