

Filed By
JUL 17 2015
KANSAS STATE
BOARD OF PHARMACY

BEFORE THE KANSAS BOARD OF PHARMACY

In the Matter of)
) Case No. 15-075
BRADLEY D. REUER, R.PH)
Kansas License No. 1-12665)
_____)

STIPULATION AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Pharmacy Board (the "Board") and Bradley D. Reuer, RPh ("Respondent") as follows:

1. The Board is represented herein by its attorney, Randall J. Forbes of Frieden, Unrein & Forbes, LLP, 1414 SW Ashworth Place, Suite 201, Topeka, Kansas 66604. The Respondent is represented herein by his attorney,

_____.

2. The Board is the Kansas agency vested with the authority to carry out and enforce the provisions of the Kansas Pharmacy Law, K.S.A. §§ 65-1626 *et seq.*, (the "Act") including conducting hearings and proceedings to revoke, suspend or otherwise discipline a Kansas license to practice pharmacy.

3. The Respondent is presently entitled to engage in the practice of pharmacy in the State of Kansas by reason of the Board having issued him Kansas license number 1-12665 ("Kansas License"). At all times relevant hereto, the Respondent has held a current license to engage in the practice of pharmacy in the State of Kansas.

4. The Board's Investigation Member has received certain information, investigated and determined that there are reasonable grounds to believe that Respondent has committed one or more acts in violation of K.S.A. § 65-1627(a), including but not limited to K.S.A. § 65-1627(a)(12), which would justify the revocation or imposition of other disciplinary action against his Kansas License under the provisions of K.S.A. § 65-1627(a).

5. Respondent hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board, and upon motion duly made, seconded and passed, the Board finds the following:

A. On or about August 18, 2014, Respondent entered into a Stipulation and Final Agency Order with the Colorado State Board of Pharmacy, wherein Respondent admitted diversion of approximately 220 to 250 tramadol tablets from the pharmacy where he was employed over approximately a 180-day time frame. A true and correct copy of the Colorado Stipulation and Final Agency Order is attached hereto as Exhibit "A," the provisions of which are incorporated herein by reference.

B. By and through the Colorado Stipulation and Final Agency Order, Respondent consented and agreed to:

i. Not engage in the practice of pharmacy in the State of Colorado until the Colorado Board's Pharmacy Peer Health Assistance Diversion Program, as administered by the Peer Assistance Services, determines that Respondent is fit to return to the practice of pharmacy and the Peer Assistance Services clears Respondent to return to work;

ii. A three (3) year period of probation for Respondent's Colorado license to practice pharmacy, commencing upon Respondent's release to return to work, and conditioned upon Respondent's compliance with all provisions of the Colorado Stipulation and

Final Agency Order. During such probationary period, Respondent agreed to ensure that any pharmacist manager and supervisor submit written reports as required by paragraph 16 of the Colorado Stipulation and Final Agency Order, and Respondent agreed to submit quarterly status reports to the Colorado Board as required by paragraph 17 of the Colorado Stipulation and Final Agency Order;

iii. Enter into and successfully complete a contract with the Peer Assistance Services or an alternative treatment program approved by the Colorado Board for a minimum of three (3) years or until successful completion of the terms of his probation, whichever occurs later;

iv. Enroll in, complete and receive a grade of “unconditional pass” in the Professional and Problem Based Ethics Course and provide the Colorado Board with proof of completion of the same, within one (1) year of the effective date of the Colorado Stipulation and Final Agency Order;

v. Take and pass the Colorado Board’s jurisprudence examination, within one (1) year of the effective date of the Colorado Stipulation and Final Agency Order; and

vi. Comply with any other terms and conditions which might be required by the Colorado Stipulation and Final Agency Order, as fully set forth in Exhibit A hereto.

C. Subsequent to and pursuant to the entry of the Colorado Stipulation and Final Agency Order, Respondent has been subject to discipline in the State of Wyoming, by and through the entry of the Settlement Agreement, Stipulation and Order with the Board of Pharmacy of the State of Wyoming, on or about January 16, 2015, a true and correct copy of

which is attached hereto as Exhibit "B," and incorporated herein by reference.. Pursuant to the Wyoming Settlement Agreement, Stipulation and Order, Respondent consented and agreed to:

i. Placement of his Wyoming license to practice pharmacy on conditional status corresponding to the three (3) year probationary period stipulated under the Colorado Stipulation and Final Agency Order;

ii. Abide by all requirements of the Colorado Stipulation and Final Agency Order;

iii. Provide all reports, notice and other documentation requested by the Wyoming Board, including the reports provided to the Colorado Board;

iv. Not serve as "Pharmacist-in-Charge" or "Preceptor of pharmacy interns" at any pharmacy in Wyoming during while Respondent holds a conditional Wyoming license; and

v. Comply with any other terms and conditions which might be required by the Wyoming Settlement Agreement, Stipulation and Order.

6. The Respondent agrees and consents and the Board finds, concludes and orders that the following disposition is just and appropriate under the circumstances:

A. COMPLIANCE WITH COLORADO ORDER. Respondent agrees and consents and the Board further orders that Respondent shall fully comply with all terms, conditions, limitations and other requirements of the Colorado Stipulation and Final Agency Order. See Exhibit A.

B. COMPLIANCE WITH WYOMING ORDER. Respondent agrees and consents and the Board further orders that Respondent shall fully comply with all terms, conditions, limitations and other requirements of the Wyoming Order. See Exhibits B.

C. PROBATION AND LICENSE LIMITATION. Respondent agrees and consents and the Board further orders that Respondent's Kansas License shall be placed on probationary status, commencing on the date this Stipulation and Consent Order is entered by the Board and ending on the date that Respondent's probationary period with the Colorado Board and conditional license period with the Wyoming Board terminate ("Period of Probation"). During the Period of Probation, Respondent's Kansas License shall be limited to the extent that Respondent shall be prohibited from performing any action prohibited by the Colorado Stipulation and Final Agency Order and Wyoming Settlement Agreement, Stipulation and Order, including but not limited to Respondent's not serving as "Pharmacist-in-Charge" or "Preceptor of pharmacy interns."

D. PROVISION OF NOTICES AND REPORTS. Respondent agrees and consents and the Board further orders that Respondent shall provide all reports, notices or other documentation requested by the Board, including any reports, notices or other documentation provided to the Colorado Board pursuant to the Colorado Stipulation and Final Agency Order, and/or to the Wyoming Board pursuant to the Wyoming Settlement Agreement, Stipulation and Order.

E. IMPAIRED PROVIDER PROGRAM. Respondent agrees and consents and the Board further orders that in the event Respondent decides to seek employment in the State of Kansas, under his license to practice pharmacy in the State of Kansas, Respondent shall:

i. Immediately notify the Board and advise the Board that he is practicing pharmacy in the State of Kansas; and

ii. Immediately enter into a *Statement of Understanding* agreement with the Kansas Pharmacists Association Committee on Impaired Pharmacy Practice Program (“CIPP Agreement”) for a period of no less than three (3) years. Respondent shall fully cooperate with the recommendations and requirements of the persons managing and implementing CIPP Agreement, the recommendations and requirements of the persons managing and implementing the evaluation and treatment programs recommended or required by CIPP Agreement and the further requirements of the Board. Respondent shall, at all times, be in full compliance with the requirements of the CIPP Agreement and other requirement placed upon him by the Kansas Pharmacists Association Committee on Impaired Pharmacy Practice Program (“CIPP”), *including, but not limited to full and continued compliance with the requirement to cooperate with requests for random bodily fluid drug screens, as provided in his CIPP Agreement.* The Respondent shall authorize CIPP and any provider of evaluation or treatment programs he engages in to provide full and complete documentation and information regarding the Respondent's involvement in the programs, his evaluations and treatment, including, but not limited to, all records and medical reports. *The Respondent shall not be released from the requirements of the CIPP Agreement until he has made a request to the Board for release, appeared before the Board and provided proof sufficient to the Board that he has been in substantial compliance with the CIPP agreement for a 3-year period.*

F. OTHER REQUIREMENTS. Respondent acknowledges and agrees that as a condition of this Stipulation and Consent Order he must, and the Board further orders the Respondent to:

1. Comply fully with this Stipulation and Consent Order;

2. Comply fully with the Kansas Pharmacy Act, the Board's rules and regulations; and

3. Comply fully with all state and federal laws relating to pharmacy practice;

7. Respondent agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and or its attorney regarding the investigation which lead to this disciplinary action and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board as part of the presentation and consideration of the proposal of settlement in the form of this Stipulation and Consent Order and the Final Order provided for herein, with or without the presence of the Respondent or its attorney. In the event that this Stipulation and Consent Order and the Final Order provided for herein are not accepted and approved by the Board, the Respondent further waives any objection to the Board members' consideration of this Stipulation and Consent Order or the information mentioned in the preceding sentence and further agrees to waive any claim of due process violation or the right to seek the disqualification of any Board member as a result of the Board member's consideration of said document and information.

8. The stipulations contained herein shall not become binding until this Stipulation and Consent Order is approved by the Board and the Final Order provided for herein is entered by the Board. The Respondent acknowledges that the approval of the Board's Investigation Member or its attorney shall not constitute the approval of the Board or bind the Board to approve this Stipulation and Consent Order.

9. The Respondent agrees that this Stipulation and Consent Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it and enter the Final

Order provided for herein. The Respondent further agrees, for purposes of this matter, that the Kansas Pharmacy Act, K.S.A. §§ 65-1626 *et seq.* is constitutional on its face and as applied in this case.

10. This Stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

11. The Respondent acknowledges that it has the following rights:

- (a) To have formal notice of charges served upon it;
- (b) To file a response to the charges;
- (c) To have notice of and participate in a formal adjudicative hearing with the Board or its designee making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing; and

- (d) To take advantage of all applicable provisions of the Kansas Administrative Procedures Act, K.S.A. §§ 77-501 *et seq.* and the Kansas Judicial Review Act, K.S.A. §§ 77-601 *et seq.*

The Respondent freely waives these rights and acknowledges that said waiver is made voluntarily and in consideration of the Board's limiting the disciplinary action taken against it to those provided for herein. The Respondent further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Consent Order provided for herein.

12. The Respondent acknowledges that he enters into this Stipulation and Consent Order freely and voluntarily after consultation with counsel of its choosing. The Respondent further acknowledges that he has read this Stipulation and Consent Agency order in its entirety,

that he understands its legal consequences and that he agrees that none of its terms are unconscionable, arbitrary or capricious.

13. Time is of the essence to this Stipulation and Consent Order. Respondent acknowledges and agrees that any violation of this Stipulation and Consent Order shall constitute a willful violation of a lawful Board order and grounds for further disciplinary action against him. The pendency of any disciplinary action arising out of an alleged violation of this Stipulation and Consent Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Stipulation and Consent Order.

14. This Stipulation and Consent Order constitutes the entire and final agreement of the parties. In the event any provision of this Stipulation and Consent Order is deemed invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Stipulation and Consent Order shall be given full force and effect.

15. Upon approval and entry of the Final Order by the Board, this Stipulation and Consent Order shall be a public record in the custody of the Board.

16. This Stipulation and Consent Order shall become effective on the day it is approved, accepted and made an order of the Board by way of signature of the Board's authorized representative.

17. The Respondent acknowledges that he has been advised by the Board that he would have the right within 15 days after service of the Final Order provided for herein to file a petition for reconsideration with the Board and the right within 30 days after service of the Final Order provided for herein to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Judicial Review Act, K.S.A. §§ 77-601 *et seq.* and to serve such a petition for judicial review on the Kansas Board of Pharmacy by serving

Debra Billingsley, its Executive Secretary at 800 SW Jackson St., Suite 1414, Topeka, KS 66612. The Respondent hereby waives those rights.

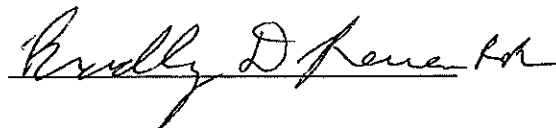
ENTERED AND EFFECTIVE this 16 day of July, 2015.

KANSAS BOARD OF PHARMACY

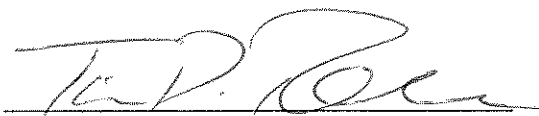
By: 
DR. ROBERT HANEKE, President

AGREED AND APPROVED BY:

Bradley D. Reuer, R.Ph.

By:  7/14/15
Date

 7-16-15
Date
Mike Lonergan, R.Ph.
Investigation Member


 7/15/15
Date
Randall J. Forbes, KS#09089 MO#64335
Timothy D. Resner, #25064
FRIEDEN, UNREIN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604
(785) 354-1100
(785) 354-1113 (fax)
Attorneys for the Kansas Board of Pharmacy

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing STIPULATION AND CONSENT ORDER was served by depositing same in the United States mail, postage prepaid, this 17 day of July, 2015 addressed to:

Randall J. Forbes
Timothy D. Resner
FRIEDEN, UNREIN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604

Bradley D. Reuer, RPh
3816 Saddle Ridge Trail
Cheyenne, WY 82001



Debra Billingsley
Executive Director
KANSAS BOARD OF PHARMACY

BEFORE THE STATE BOARD OF PHARMACY

STATE OF COLORADO

Case No. 2014-1536

STIPULATION AND FINAL AGENCY ORDER

IN THE MATTER OF DISCIPLINARY PROCEEDINGS REGARDING THE LICENSE TO PRACTICE PHARMACY IN THE STATE OF COLORADO OF BRADLEY D. REUER, R.PH., LICENSE NO. PHA 16203,

Respondent.

IT IS HEREBY STIPULATED AND AGREED by and between the Colorado State Board of Pharmacy ("Board") and Bradley D. Reuer, R.Ph. ("Respondent") to resolve all matters pertaining to Board Case Number 2014-1536, as follows:

FINDINGS AND CONCLUSIONS

1. The Board has jurisdiction over Respondent, his license to practice pharmacy, and the subject matter of this Stipulation and Final Agency Order ("Final Agency Order") pursuant to provisions of the Pharmacists, Pharmacy Businesses, and Pharmaceuticals Act at Title 12, Article 42.5, C.R.S.
2. Respondent was originally licensed to practice as a pharmacist in the State of Colorado on or about September 10, 2001, being issued license number PHA 16203, and has been so licensed at all times relevant to this disciplinary action.
3. Respondent admits these findings and hereby waives any further proof in this or any other proceeding before the Board regarding the following facts.
4. Respondent diverted approximately 220 to 250 tramadol tablets from the pharmacy where he was employed over approximately a 180-day time frame. Respondent has admitted the diversion.
5. Respondent entered into a Stipulation for Interim Cessation of Practice with the Board effective May 1, 2014. The Stipulation for Interim Cessation of Practice shall terminate as of the effective date of this Final Agency Order.
6. Respondent underwent an evaluation with Peer Assistance Services ("PAS") on May 19, 2014. The evaluator concluded that Respondent is not safe to practice pharmacy with reasonable skill and safety until he is accepted into the Pharmacy

Peer Health Assistance Diversion Program and implements the requirements of his Rehabilitation Contract.

7. Respondent admits that his conduct, as set forth above, constitutes violations of the following sections of the Colorado Revised Statutes and Board Rules, and provides grounds for disciplinary action against Respondent's Colorado pharmacist license:

Colorado Revised Statutes

12-42.5-123. Unprofessional conduct - grounds for discipline.

(1) The board may suspend, revoke, refuse to renew, or otherwise discipline any license or registration issued by it, after a hearing held in accordance with the provisions of this section, upon proof that the licensee or registrant:

(d) Is unfit or incompetent by reason of negligence or habits, or for any other cause, to practice pharmacy;

(e) Is addicted to, dependent on, or engages in the habitual or excessive use or abuse of intoxicating liquors, a habit-forming drug, or a controlled substance, as defined in section 18-18-102(5), C.R.S.

12-42.5-124. Disciplinary actions. (1) The board may deny or discipline an applicant, licensee, or registrant when the board determines that the applicant, licensee, or registrant has engaged in activities that are grounds for discipline.

8. The Board finds and concludes, and Respondent agrees, that based upon Respondent's above-described violations of the Pharmacists, Pharmacy Businesses, and Pharmaceuticals Act and relevant rules and regulations, the following discipline is just and appropriate under the circumstances.

DISPOSITION

9. **Agreement Not to Practice.** Respondent agrees that he will not engage in the practice of pharmacy or engage in any act requiring a license to practice pharmacy in the State of Colorado as defined in section 12-42.5-102(31), C.R.S., until such time as the Board's Pharmacy Peer Health Assistance Diversion Program, administered by PAS, determines that Respondent is fit to return to the practice of pharmacy and he is cleared directly by PAS to return to work.
10. **Probation.** Upon Respondent's release to return to work as set forth above, Respondent's license shall be placed on probation for a period of three (3) years. Credit toward satisfying the period of probation shall be given only during such

periods of time that Respondent is in total compliance with all provisions of this Final Agency Order.

The prescribed period of probation shall not run during any period of time where:

- a. Respondent is not employed a minimum of sixty (60) hours per month, engaged in the practice of pharmacy in the State of Colorado; and
- b. Respondent is not actively participating in a Board approved Pharmacy Peer Health Assistance Diversion Program as set forth below in paragraph 12 of this Final Agency Order; and
- c. Respondent is not otherwise in full compliance with the terms of this Final Agency Order.

11. **Mandatory Participation and Satisfactory Completion of a Board-Approved Peer Health Assistance Diversion Program.**

- a. **Contract.** As a term of this Final Agency Order and Respondent's probationary status, and as a condition of Respondent's release from probation, Respondent shall enter into and successfully complete a contract with PAS or an alternative treatment program approved by the Board, for a minimum period of three (3) years, or until successful completion of the probationary terms and conditions ordered herein, whichever occurs later.
- b. **Urine/Blood Screens.** Respondent shall submit to full panel urine or blood tests during participation in PAS or the Board-approved alternative program contract, as ordered by the Board, Respondent's employer, or Respondent's treatment program monitor, at a frequency determined by Respondent's treatment program contract. All screens or tests shall be administered and monitored by approved program personnel. An overly dilute or missed urine screen or blood test shall be presumed positive for prohibited substances. Use or ingestion of poppy seeds or hemp oil shall not excuse a positive urine screen or blood test. Respondent must submit satisfactory verified test results for all random urine screening or blood testing conducted as part of Respondent's treatment program with Respondent's application for discharge of the probation period.
- c. **Other Requirements.** Respondent shall comply fully and in a timely manner with all requirements, recommendations and directions of the treatment program, as administered by PAS or the Board-approved alternative treatment program. Requirements, recommendations, and directions shall include but may not be limited to:
 - i. Submission by Respondent to such examinations as PAS or the Board-approved alternative program may deem appropriate to determine Respondent's physical or mental condition or Respondent's professional

- qualifications, (the parameters of any such examination shall be specified to the extent possible to pinpoint the underlying condition for which the examination is being required);
- ii. The taking by Respondent of such therapy courses of training or education as may be needed to correct deficiencies found by such examination;
 - iii. The review or supervision of Respondent's pharmacy practice as may be necessary to determine the quality of Respondent's practice and to correct deficiencies therein; and
 - iv. The imposition of restrictions upon the nature of Respondent's practice to assure that Respondent does not practice beyond the limits of his capabilities.
- d. **Releases.** Respondent hereby waives any right or claim of confidentiality to any information, test results or other data pertaining to Respondent's treatment progress, or lack thereof, with PAS and/or the Board-approved alternative treatment program, and will execute a Release authorizing PAS or the Board-approved alternative treatment program to release any and all information pertaining to Respondent's case to the Board upon its request. Respondent shall keep all releases current and in effect.
- e. **Completion of Program.** If Respondent satisfactorily completes the treatment program, verification to the Board, by PAS or the Board-approved alternative treatment program, of the satisfactory completion of treatment shall be deemed sufficient, and the requirements set out herein shall be deemed satisfied, unless other information is reasonably required by the Board to verify Respondent's satisfactory completion of treatment. **It is Respondent's responsibility to ensure that PAS or the Board-approved alternative treatment program submits verification to the Board of satisfactory completion of treatment.**
- f. **Withdrawal from Program.** Respondent must immediately notify the Board in writing if Respondent withdraws from, is removed from, is terminated from, or otherwise fails to participate fully and satisfactorily in Respondent's treatment program.
12. **Continuing Education Ethics Course.** Within one (1) year of the effective date of this Final Agency Order, Respondent shall enroll in, complete, and receive a grade of "unconditional pass" in the Professional and Problem Based Ethics ("ProBE") Course. Information and enrollment procedures for the ProBE Course appear on-line at www.cpepdoc.org/probe.htm. Respondent shall send the Board proof of completion of the ProBE Course within ten (10) days of successful completion of the course.

13. **MPJE Examination.** Within one (1) year of the effective date of this Final Agency Order, Respondent shall take and pass the Board's jurisprudence examination. Failure to take and pass such exam within the prescribed time shall be sufficient evidence for the Board to conclude that Respondent is not qualified to practice pharmacy.

14. **Required Notices.** Upon commencement of Respondent's probation pursuant to this Final Agency Order and during the entire probationary period, within three (3) days of commencing or changing location of any employment requiring a pharmacist license, Respondent shall notify the Board, using the form provided by the Board, of:

- a. the name and address of each place where Respondent is employed or engaged as a pharmacist; and
- b. the name, address and license number of each pharmacist manager and immediate supervisor at the new location.

Respondent must comply with the provisions of this paragraph with respect to each individual location where Respondent performs duties requiring licensure as a pharmacist, whether or not Respondent is placed at or assigned to that location by a district office, employment placement agency, or any other entity by whom Respondent is employed.

15. **Required Disclosures.** Upon commencement of Respondent's probation pursuant to this Final Agency Order and during the entire probationary period, prior to accepting employment or changing location of any employment which requires a pharmacist license, Respondent shall provide a complete copy of this Final Agency Order, consisting of ten (10) pages, to each pharmacist manager and immediate supervisor at each location at which Respondent intends to practice pharmacy during the three-year probation period. **Respondent must comply with the provisions of this paragraph with respect to each individual location where Respondent performs duties requiring licensure as a pharmacist, whether or not Respondent is placed at or assigned to that location by a district office, employment placement agency, or any other entity by whom Respondent is employed.**

16. **Manager/Supervisor Reports.** Upon commencement of Respondent's probation pursuant to this Final Agency Order and during the entire probationary period, within thirty (30) days after Respondent accepts employment or changes location of any employment as a pharmacist in the State of Colorado, each pharmacist manager and immediate supervisor shall submit a written report using the forms provided by the Board, setting forth:

- a. The name and address of the employer of Respondent and the name of the pharmacist manager and immediate supervisor;

- b. The duties and responsibilities to be carried out by Respondent;
- c. An acknowledgment from Respondent's pharmacist manager and immediate supervisor that he or she has received a complete copy of this Final Agency Order, consisting of ten (10) pages, and that he or she has read and understands its contents, including the nature of the misconduct which forms the basis of this disciplinary action; and
- d. An affirmative statement that the pharmacist manager and immediate supervisor agree to notify the Board, in writing, within seventy-two (72) hours of any evidence of a violation by Respondent of the Pharmacists, Pharmacy Businesses, and Pharmaceuticals Act, Board Rules and Regulations, state or federal laws pertaining to drugs, or this Final Agency Order.
- e. If there is a change in management and/or supervision of Respondent where Respondent is employed in the practice of pharmacy, Respondent agrees to provide a complete copy of this Final Agency Order to Respondent's new manager and/or supervisor, immediately upon that new manager or supervisor assuming his or her duties. Within thirty (30) days of receipt of the Final Agency Order, the new manager or supervisor shall report said receipt to the Board as well as fulfill requirements of paragraphs a through d as indicated above.

It is the responsibility of Respondent to ensure complete compliance with the above-described provisions of the preceding paragraphs a through e. Respondent must comply with the provisions of this paragraph with respect to each individual location where Respondent performs duties requiring licensure as a pharmacist, whether or not Respondent is placed at or assigned to that location by a district office, employment placement agency, or any other entity by whom Respondent is employed.

17. **Quarterly Status Reports.** Upon the commencement of the probationary period required under this Final Agency Order and during the entire probationary period, Respondent shall submit to the Board written quarterly status reports on the forms provided by the Board which shall be due on the 15th day of the months of January, April, July and October, which provide the following information for each location where Respondent is employed:
- a. Employer and pharmacy outlet name, address and outlet registration number;
 - b. Name and license number of each pharmacist manager and immediate supervisor; and
 - c. A log of the number of hours, on a weekly basis, Respondent worked at each pharmacy outlet during the applicable quarter. The pharmacist manager shall certify the correctness of the accounting. A separate report for each location shall be submitted. All reports shall be submitted using the form provided by the Board.

All quarterly reports are to be sent to the Board in a timely manner even if Respondent is not currently practicing pharmacy. The first report is due on the first due date even if Respondent has not been on probation for a full quarter. Respondent must comply with the provisions of this paragraph with respect to each individual location where Respondent performs duties requiring licensure as a pharmacist, whether or not Respondent is placed at or assigned to that location by a district office, employment placement agency, or any other entity by whom Respondent is employed.

18. **Other Requirements.** Respondent acknowledges and agrees that, as a condition of this Final Agency Order and probation, Respondent shall:
 - a. promptly pay all Respondent's own fees and costs associated with this Final Agency Order;
 - b. comply fully with this Final Agency Order; and
 - c. comply fully with the Pharmacists, Pharmacy Businesses and Pharmaceuticals Act, all Board rules and regulations, and any other state and federal laws and regulations related to pharmacists and pharmaceuticals in the State of Colorado.
19. **Violations.** Time is of the essence in this Final Agency Order. It is the responsibility of Respondent to take all appropriate steps to comply fully with this Final Agency Order. Respondent acknowledges and agrees that any violation of this Final Agency Order shall constitute a willful violation of a lawful Board order, may be sanctioned as provided under §12-42.5-125(4), C.R.S., and may be sufficient grounds for additional discipline, including but not limited to revocation of Respondent's license. The pendency of any suspension or disciplinary action arising out of an alleged violation of this Final Agency Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Final Agency Order.
20. **Discharge.** Discharge from the requirements of this Final Agency Order must be requested in writing by Respondent. The Board will consider any request for discharge during the ordinary course of business. In any request for discharge it shall be Respondent's sole responsibility to establish, through written and other documentation, that Respondent has met all terms and conditions of this Final Agency Order. Respondent's probation shall continue until formally discharged by the Board or its designated authority.
21. **Advisements and Waivers.** Respondent enters into this Final Agency Order freely and voluntarily, after having the opportunity to consult with legal counsel and/or choosing not to do so. Respondent acknowledges his understanding that he has the following rights:
 - a. to have formal notice of hearing and charges served upon him;

- b. to respond to said formal notice of charges;
- c. to have a formal disciplinary hearing pursuant to §§12-42.5-123 and 12-42.5-124, C.R.S.; and
- d. to appeal this Final Agency Order.

Respondent freely **walves** these rights, and acknowledges that such waiver is made voluntarily in consideration for the Board's limiting the action taken against Respondent to the sanctions imposed herein.

- 22. **Acknowledgments**. Respondent has read this Final Agency Order in its entirety and acknowledges, after having the opportunity to consult with legal counsel and/or choosing not to do so, that Respondent understands its legal consequences and agrees that none of its terms or conditions is unconscionable. Respondent is not relying on any statements, promises or representations from the Board other than as may be contained in this Final Agency Order. Respondent further acknowledges that he is not entering into this Final Agency Order under any duress.
- 23. **Integration and Severability**. Upon execution by all parties, this Final Agency Order shall represent the entire and final agreement of and between the parties. In the event any provision of this Final Agency Order is deemed invalid or unenforceable by a court of law, it shall be severed and the remaining provisions of this Final Agency Order shall be given full force and effect.
- 24. **Public Record**. Upon execution by all parties, this Final Agency Order shall be a public record, maintained in the custody of the Board.
- 25. **Final Agency Order**. This Final Agency Order shall become an order of the Board when it is accepted and signed by the Program Director or authorized Board representative.
- 26. **Effective Date**. This Final Agency Order shall become effective upon (a) mailing by first-class mail to Respondent at Respondent's address of record with the Board, or (b) service by electronic means on Respondent at Respondent's electronic address of record with the Board. Respondent hereby consents to service by electronic means if Respondent has an electronic address on file with the Board.

ACCEPTED AND AGREED BY

Respondent

Bradley D Reuer, R.Ph.
Bradley D. Reuer, R.Ph.

Dated: 8/15/14

Subscribed and sworn to before me in the County of Carimer, State of Colorado, this 15th day of August, 2014, by Bradley D. Reuer, R.Ph.

BARBARA L. ROBHAGEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974008992
MY COMMISSION EXPIRES MAY 23, 2017

Barbara L. Robhagen
Notary Public

My commission expires:

FINAL AGENCY ORDER

WHEREFORE, the within Stipulation and Final Agency Order is approved, accepted, and hereby made an Order of the Board.

Done and effective this 18th day of August, 2014.

State Board of Pharmacy

BY: Chris Gassen
Chris Gassen
Program Director

BEFORE THE BOARD OF PHARMACY
OF THE STATE OF WYOMING

IN THE DISCIPLINARY MATTER OF)
BRADLEY D. REUER, R.Ph.) DOCKET NO. 14-66
PHARMACIST LICENSE NUMBER 2920)

SETTLEMENT AGREEMENT, STIPULATION AND ORDER

COMES NOW the Executive Director (hereinafter, "Petitioner") of the Wyoming Board of Pharmacy (hereinafter, "Board") and Bradley D. Reuer, R.Ph. (hereinafter, "Respondent"), pursuant to WYO. STAT. ANN. § 33-24-122(a)(iii), and hereby enter into this Settlement Agreement, Stipulation, and Order (hereinafter, "this Agreement").

FINDINGS OF FACT

1. Respondent holds Pharmacist License Number 2920 issued by the Board to practice pharmacy in the State of Wyoming. The Board has jurisdiction over Respondent and the matter set forth herein pursuant to the Wyoming Pharmacy Act, WYO. STAT. ANN. § 33-24-101 *et seq.*, the Wyoming Administrative Procedure Act, WYO. STAT. ANN. § 16-3-101 *et seq.*, and Board Rules and Regulations.
2. Respondent is a Registered Pharmacist in the State of Colorado holding license number PHA-16203.
3. On or about December 11, 2014 the Board received notice with Respondent's pharmacist license renewal that he answered in the affirmative to the question "I have had my license to practice pharmacy suspended, revoked, surrendered or otherwise subjected to discipline for violation of pharmacy or drug laws in any state" and he also answered in the affirmative to the question "I have been addicted to the use of drugs or alcohol with the result that my ability to practice pharmacy has been impaired." (Exhibit A)
4. Respondent admitted to diversion of approximately 220 to 250 tramadol tablets from the pharmacy where he was employed in Colorado over approximately a 180-day time frame.
5. On or about August 18, 2014 a stipulation and final agency order Case Number #2014-1536, fully incorporated herein as Exhibit B, was signed by the Colorado Board of Pharmacy. Respondent also provided a personal statement. (Exhibit C).
6. Respondent has a Rehabilitation Contract with the Colorado Pharmacy Peer Health Assistance Diversion Program which was mandated in the Colorado Board of Pharmacy final order 2014-1536 for at least three (3) years.
7. The Colorado Board of Pharmacy Final Order Case #2014-1536 also contains the following requirements in pertinent part:
 - a. Probation of his Colorado pharmacy license for three (3) years.

EXHIBIT B

- b. Completion of the Professional and Problem Based Ethics ("ProBE") Course within one year.
 - c. A passing score on the Colorado MPJE Examination within one year.
 - d. Notification to the Colorado Board of Pharmacy of any change in employment within three days throughout the probationary period.
 - e. Documentation that any employer has received a complete copy of the Colorado Board of Pharmacy Final Agency Order #2014-1536.
 - f. Each pharmacist manager and immediate supervisor must submit a written report upon change of employment and quarterly to the Colorado Board of Pharmacy throughout the probationary period.
8. Respondent has been cooperative in providing the Board with information in this case.
9. The issuance of the Colorado Board of Pharmacy Final Order Case #2014-1536 supports the issuance of a conditional Wyoming license pursuant to WYO. STAT. ANN § 33-24-122 which states in pertinent part "(a) The license and registration of any pharmacist may be revoked or suspended by the board of pharmacy or the board may issue a letter of admonition, refuse to issue or renew any license or require successful completion of a rehabilitation program....for any of the following causes:...(viii) If the person's registration or license to practice has been refused, or lapsed for cause, or expired for cause, or revoked for cause, in this or any other jurisdiction;
10. The issuance of the Colorado Board of Pharmacy Final Order Case #2014-1536 supports the issuance of a conditional Wyoming license pursuant to WYO. STAT. ANN § 33-24-122 which states in pertinent part "(a) The license and registration of any pharmacist may be revoked or suspended by the board of pharmacy or the board may issue a letter of admonition, refuse to issue or renew any license or require successful completion of a rehabilitation program....for any of the following causes:... (vi) Willful violation of any provision of this chapter or any willful violation of any of the provisions of the Wyoming Controlled Substances Act of 1971...(ix) For senility or mental impairment which impedes the pharmacist's professional abilities or for habitual personal use of morphine, cocaine or other habit forming drugs or alcohol..." Respondent has admitted to the diversion of and addiction to tramadol, a Schedule IV controlled substance.
11. Respondent agrees that such violations, as referenced above, if proven, are a basis for disciplinary action of Respondent's license pursuant to WYO. STAT. ANN. § 33-24-122(a).
12. Respondent understands this Agreement is a disciplinary measure and accepts this disciplinary sanction in return for the matter being settled without the necessity of a contested case hearing. By signing this Agreement, Respondent hereby waives his right to a hearing and all appeals in this matter provided by the Board's Practice Act, it's Rules and Regulations, and the Wyoming Administrative Procedure Act.
13. Respondent understands that this Agreement, which constitutes formal disciplinary action, is a permanent part of the Board's record. Respondent further understands that

this Agreement is a public record and, as such, is subject to inspection and dissemination in accordance with all federal and state laws.

14. Respondent understands that this Agreement must be submitted to the Board, which shall approve this Agreement in full or reject this Agreement in full. Should the Board reject this Agreement, the matter shall be set for hearing in accordance with the Board's Practice Act and its Rules and Regulations.
15. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Board and Respondent shall be incorporated by written instrument, executed, and signed by the Board and Respondent.
16. The State of Wyoming and the Wyoming Board of Pharmacy do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. ANN. § 1-39-104(a) and all other state law.
17. Due and proper notice of this matter has been afforded to Respondent, and Respondent agrees that he has not been subjected to undue influence, pressure, or coercion by the Board, its staff, or the Office of the Attorney General, and that he is entering into this Agreement under his own free will after having the opportunity to obtain advice from an attorney regarding the consequences of entering into this Agreement.

CONCLUSIONS OF LAW

1. Paragraphs 1-17 of the Findings of Fact are incorporated herein by reference.
2. The Board has jurisdiction in this matter and over Respondent pursuant to WYO. STAT. ANN. § 33-24-101 *et seq.*, Board's Rules and Regulations, and the Wyoming Administrative Procedures Act, WYO. STAT. ANN. § 16-3-101 *et seq.*
3. The Board concludes that Respondent's conduct as set forth in the Findings of Fact is a basis for disciplinary action pursuant to WYO. STAT. ANN § 33-24-122(a) (vi) and (ix), which provides for disciplinary action for willful acts such as diversion and addiction to a controlled substance.
4. For the reasons set forth in the Board's Findings of Fact and Paragraph 3 of the Board's Conclusions of Law, disciplinary action in the form of conditions on his license to practice pharmacy is appropriate pursuant to WYO. STAT. ANN. § 33-24-123(b) and WYO. STAT. ANN. § 16-3-107(n).

CONSENT

Bradley Reuer, by affixing his signature hereon agrees to the following:

1. Respondent has been advised specifically to seek advice of counsel prior to signing this Agreement.

2. Respondent is fully aware that, without his consent, no legal action could be taken against him without a hearing under WYO. STAT. ANN. § 33-24-123 and the Wyoming Administrative Procedure Act.
3. Respondent has the following rights, among others, the right to a formal hearing before the Board, the right to be represented by an attorney in this matter, the right to cross examine and confront adverse witnesses, to testify and subpoena witnesses to testify in his behalf, and the right to petition for judicial review of an adverse decision by the Board.
4. Respondent waives the above noted rights.
5. For purposes of this Consent Order before the Board, Respondent does not contest these proceedings, and consents to the following Order affecting his license to practice pharmacy in the State of Wyoming.

ORDER

IT IS THEREFORE HEREBY ORDERED by the Wyoming Board of Pharmacy, settled, agreed, and consented by the undersigned:

1. Respondent's license to practice as a registered pharmacist in the State of Wyoming is conditioned for a period of time which commences upon the date last affixed to this document by approval of the Board. The conditional license period shall correspond to the time frame in the Final Agency Order Case 2014-1536 by the Colorado Board of Pharmacy. Respondent's Colorado pharmacist license was placed on probation for three (3) years commencing August 18, 2014.
2. Respondent shall abide by all Orders in the Final Agency Order Case 2014-1536 between Respondent and the Colorado Board of Pharmacy. Violation of any term of the Final Agency Order Case 2014-1536 by the Colorado Board of Pharmacy shall constitute a violation of this settlement and order and result in the immediate revocation of this conditional license without further action by the Board.
3. Respondent shall provide to the Wyoming State Board of Pharmacy all reports, notices or other documentation requested by the Board including reports provided to the Colorado Board of Pharmacy as described in the Findings of Fact Paragraph 7 b, c, d and f above.
4. Respondent shall not serve as Pharmacist-in-Charge or Preceptor of pharmacy interns at any pharmacy in Wyoming during the time he holds a conditional license.
5. This Agreement constitutes formal disciplinary action and, as such, shall become a permanent part of Respondent's record with the Board. This Agreement is also a public record and shall be inspected and disseminated in accordance with state and federal law. A summary of this Agreement may be published in the Board's newsletter or website.

6. The Board shall retain continuing jurisdiction in this matter to the extent necessary to enforce the terms of this Agreement.
5. This "Settlement Agreement, Stipulation, and Order", shall become effective on the last date of execution by all signatories.

ACCEPTED BY RESPONDENT:

_____ Date _____
 Bradley D. Reuer, R.Ph.
 Wyoming Pharmacist License Number 2920

STATE OF <u>Colorado</u>	
COUNTY OF <u>Lincoln</u>	
Signed or attested before me on	
<u>1-16-15</u>	by <u>Bradley Reuer</u>
Date	Signature of Notarial Officer (Seal)
<div style="border: 1px dashed black; padding: 5px; width: fit-content;"> ALAN J. ROGERS NOTARY PUBLIC STATE OF COLORADO NOTARY ID: 20046027375 MY COMMISSION EXPIRES 08-24-2015 </div>	My Commission Expires: <u>8-24-16</u>

ACCEPTED BY PETITIONER:

_____ Date _____
 Mary K. Walker, R.Ph., Petitioner
 Executive Director, Wyoming Board of Pharmacy

APPROVED BY BOARD:

_____ Date _____
 Randolph Harrop, R.Ph.
 President, Wyoming Board of Pharmacy

APPROVED AS TO FORM:

_____ Date _____
 Eric A. Easton #5-2176
 Senior Assistant Attorney General
 Prosecuting Attorney, Attorney for Petitioner

WYOMING PROFESSIONAL ASSISTANCE PROGRAM
PO Box 1496
CASPER, WY 82602
TEL: 307-472-1222 - - - FAX 307-472-1221

GENERAL TERMS MONITORING AGREEMENT

DECLARATION OF INTENT

I, Bradley Dean Reuer acknowledge that my health and practice have been impaired. I agree to assume total responsibility for all aspects of my recovery and to hold no other parties responsible for any of my actions. Further, I acknowledge that this agreement is only intended to govern those matters within control of the parties. I understand that any assistance which may be provided by WPAP or others will only be secondary to my own efforts at recovery and/or behavioral stabilization.

I have been diagnosed with the following conditions:

Generalized anxiety disorder (GAD)

I desire to enroll in the Wyoming Professional Assistance Program (WPAP) in order to 1) document my recovery process; 2) improve my professional work; and, 3) improve my health.

GENERAL PROVISIONS

BDR 1. I agree to submit to a medical, addiction, psychological, psychiatric, or other evaluations as requested by WPAP. I agree to have these evaluations obtained from sources acceptable to WPAP. I will be responsible for and bear costs associated with such evaluations. I agree to full disclosure of all evaluation results to WPAP, and agree to follow all treatment, follow-up, monitoring and other recommendations resulting from these evaluations.

Primary Care Physician. I have selected Dr. Michelle Galagaw (subject to approval of WPAP) as my Primary Care Physician, located at 2950 E Harmony Road Fort Collins 80528
Home phone: _____ Office phone: 970-227-7171

BDR 2. I agree to consistently attend and participate in such individual therapy, group therapy, aftercare, evaluations, and monitoring programs as directed by WPAP. I authorize unrestricted oral and written communication among WPAP and all members of these treatment teams. All members of my treatment team are listed below. My aftercare

must include at least one year of group (preferable) or individual therapy. WPAP may direct therapy, etc., at any point in time during this agreement.

BDR 3. I agree to submit the following materials to WPAP postmarked no later than the 15th of every month: monthly self-report and participation fee.

BDR 4. I agree to notify WPAP about all emergency room visits within 24 hours (with or without the administration of a prohibited medication.)

BDR 5. I agree to inform my spouse, significant other or key support person of the conditions of this agreement and to provide them a copy. This individual is any person that can be contacted 24-hours a day in the event I cannot be reached by program staff. I also agree to give them unrestricted permission to contact WPAP, for example, if there is concern about my abstinence or behavior. I agree to encourage my spouse or significant other to attend Alanon, Alateen, or other support group. I hereby authorize unrestricted communication between WPAP and him/her. My spouse, significant other or key support person(s) is/are named below.

BDR 6. I agree to notify WPAP immediately of any changes in my address, telephone number, email address, employment or licensure circumstances, names of spouse, sponsor, healthcare provider, or other persons material to this agreement.

BDR 7. I agree to respond to phone calls, emails or Third Party Administrator notifications from WPAP staff, independent contractors and third party administrators within 24 hours.

BDR 8. I agree to treat WPAP staff and others with courtesy and respect.

BDR 9. I hereby acknowledge that verbal, electronic or physical threats or harassment of WPAP staff, WPAP agents or other participants in WPAP's sole discretion, may result in my immediate discharge from the WPAP monitoring agreement.

BDR 10. I agree to be honest with WPAP staff.

BDR 11. I understand and agree that WPAP may, at its discretion, periodically modify the terms of this agreement as necessary to protect the public health, safety, and welfare or to facilitate my progress in recovery. All modifications will be reflected in an amendment to this agreement signed by me and WPAP. My failure to agree to and/or comply with modifications as determined by WPAP may be considered a breach of this agreement. I also understand any requests I make for modifications must be in writing and accompanied by supporting documentation. I agree to incur all costs associated with any modifications that I request to this agreement which require WPAP board and counsel approval. This will include fees associated with counsel review of changes.

BDR 12. The duration of this agreement will be for 3 years from the date of this agreement, unless modified in writing. My status with WPAP and this agreement

will be reviewed annually, including any modifications of termination date. Conditions may be gradually decreased after twelve (12) months of full compliance and/or receipt of evidence of other recovery parameters justifying modification of any condition in compliance with any board orders. Assuming continued active involvement, compliance with all requirements of WPAP and if applicable no relapses, this agreement will end on 1/13/18. In the event of relapse or noncompliance, this agreement may be extended or terminated.

BDR 13. If I move to another state or country, I understand and agree that WPAP will provide me with available information concerning monitoring programs, and will provide me with a contact in that locale, if available. I hereby give unrestricted permission for WPAP to release information about me to monitoring programs that request such information in the area to which I move. WPAP shall also be allowed to, but not required to, release information to applicable monitoring programs and/or licensing boards and/or residency programs if I leave Wyoming without WPAP knowledge or assistance, or if my departure is in the context of relapse or noncompliance status with WPAP. I authorize WPAP to make efforts to track me if my whereabouts are unknown to them, and to disclose identifying information about me to monitoring programs in that effort. I understand and agree that if I quit the monitoring program prior to completion, I will be reported to my licensing board.

BDR 14. For the entire duration of this agreement, I understand, agree that, and hereby authorize the WPAP to request from the Wyoming Board of Pharmacy a detailed report of medications that have been prescribed for me, or that I have prescribed, and I hereby authorize the Wyoming Board of Pharmacy to comply with such requests. I agree to use only one pharmacy for the filling of such personal prescriptions from my primary care physician or any other healthcare providers and to provide the identity of the pharmacy to WPAP, and if requested, authorize WPAP to obtain my pharmacy records. My primary pharmacy is listed below. Exceptions may be approved in advance by WPAP staff.

BDR 15. I agree to pay \$ 50 per month to WPAP for its services for the remainder of this agreement. In the event of a financial hardship that prevents me from paying this participation fee, I must contact WPAP immediately and must be able to prove I have a financial hardship. The Executive Director of WPAP will have the authority to negotiate my fees until the financial hardship has ended. This amount is payable to WPAP and must postmarked no later than the 15th day of each month. I understand that I may pay in advance of any services rendered.

BDR 16. I understand that if I am non-compliant with any part of this agreement, I am still obligated to remain compliant with all other provisions of the agreement.

EMPLOYMENT REGULATIONS AND REQUIREMENTS

BDR 1. I agree not to prescribe any controlled substance (for participants with prescription authority) for myself, my family (spouse, significant other, parent, child, sibling, "step" and "ex" family, or anyone living in the same household) or extended family (definition above plus cousins, grandparents, uncles or aunts). I agree not to prescribe any controlled substance to anyone in my support groups or individuals enrolled in WPAP without prior written approval by WPAP. I agree not to prescribe any medication, for any individual, for the purpose of later obtaining that medication for my own use.

BDR 2. I will obtain, at each practice location (and for new positions, within ten days of beginning work), a worksite monitor acceptable to WPAP to monitor my behavior and will provide him/her with a copy of this agreement. My worksite monitor is listed below. The worksite monitor may be a senior staff member, person holding at least the same level of credential/licensing or Human Resources manager. If a licensed professional, the worksite monitor's license must be unencumbered and the worksite monitor may not be a current participant in any alternative or disciplinary program for Substance Use Disorder. If worksite is outside licensed discipline, the need for worksite monitor will be determined by WPAP staff. I will ensure that he/she signs a worksite monitor agreement with WPAP, and will request that he/she submit monthly work site monitor reports to WPAP, and hereby give unrestricted permission for him/her and WPAP to communicate. I agree to inform WPAP of any changes in the status of my employment; including application for privileges at a new facility.

BDR 3. I agree to self-limit my professional practice to encourage the development of clear and healthy professional boundaries by limiting my work hours and my patient/client load to a reasonable and workable schedule as determined in consultation with WPAP. WPAP reserves the right to impose a work hour and patient/client load ceiling, if necessary. I agree to keep a journal of my practice hours and number of patients/clients seen for periodic review by WPAP.

BDR 4. Overtime must be negotiated with the Executive Director or Clinician of WPAP in advance of working any overtime.

BDR 5. I will not do any locum tenens or traveling assignments for the duration of this agreement.

BDR 6. If at any time the WPAP staff has reasonable concern that I am impaired in my ability to practice and may be endangering the public health or safety, I authorize them to investigate and evaluate any/all allegations of behavior that may violate the terms of this agreement. I further authorize them to report any findings to my employer, supervisor, or licensing board, and then actively participate and provide information in any investigation that may then be conducted by the entity WPAP initially reported to.

BDR 7. Licensing Board Investigation. I agree to notify the WPAP immediately if I should fall under an investigation by any licensing board that I am under the jurisdiction of. Furthermore, nothing in this agreement shall operate or limit or affect in any way the

Licensing Board's ability to investigate or impose discipline upon a participant who is alleged to have engaged in conduct which may subject their license to discipline. However, the Board agrees that it will not initiate any investigation or seek to impose discipline upon a participant who has entered into a voluntary agreement with WPAP because of the participation in the WPAP or solely because of the participant's qualifying illness. This does not preclude the Licensing Board from investigating and disciplining a participant who has entered into a voluntary agreement with the WPAP if:

- a. The participant is non-compliant with his or her voluntary agreement or
- b. The participant constitutes a danger to himself/herself or the public interest, health, safety and welfare

LEGAL ISSUES

BDR 1. Arrest reporting: I agree to notify the WPAP immediately in the event of any misdemeanor and/or felony arrests, this includes situations where a must appear citation was issued.

BDR 2. Testimony in Court: I understand that no member of the Wyoming Professionals Assistance Program can appear as a witness on my behalf in any court of law or in any legal matter.

BDR 3. Licensing Board: WPAP may provide testimony to licensing boards only as to the participant's compliance with their monitoring agreement, board decree and prognosis for continued recovery. WPAP agrees it will attempt to resist, to the fullest extent of the law, offering any opinion as to whether a participant should or should not be licensed.

BDR 4. Subpoena for Records. Unless directed otherwise by the Program Participant, WPAP resists release of subpoenaed participant records to the fullest extent of the law. I understand that I am financially liable for all WPAP costs and attorney fees in such matters.

BDR 5. I agree to provide WPAP timely copies of all written complaints and supporting documentation received from credentialing bodies or licensure boards within 72 hours of receipt. I shall also provide WPAP copies of my written responses to these complaints.

BDR 6. I understand that if I have a settlement agreement from my licensing board or receive a settlement agreement after I have signed this monitoring agreement that I am then obligated to fulfill the requirements of each agreement in all respects, and that I may then have compliance requirements from each agency separately.

NON_COMPLIANCE WITH CONTRACT/RELATIONSHIP TO LICENSING BOARDS

To the best of my knowledge, I am _____ (or am not X) presently known to my licensing board or regulatory agency (in an impairment or disciplinary way). If I am known, or if I become known, either by WPAP reporting level III or IV non-compliance, or by settlement agreement or similar board action, I understand, agree, and authorize WPAP to disclose and discuss with the Wyoming Board of Pharmacy and/or other persons or agencies named in this section any and all data and records relating to my participation in, and my compliance, or noncompliance with WPAP. This authorization shall continue even if there is adverse action on my license, or if my participation in WPAP ends, for twelve months following such event.

BDR 1. I understand that violation of this agreement and its addendums or non-compliance behaviors may result in WPAP reporting me to the Professional Licensing Board, with the understanding that WPAP will disclose all necessary and/or requested information in my case file to the Licensing Board.

BDR 2. I have received and reviewed the levels of non-compliance behavior outlined in the Compliance Handbook.

BDR 3. I understand that non-compliances will be reported as follows:

- a. Level I relapse behavior shall be intervened upon internally by the WPAP staff. Participant Level I relapse behavior will not be reported to the licensing board.
- b. Level II non-compliance behavior may cause WPAP to disclose my name, the Level II status and the general nature of the behavior to the Wyoming Board of Pharmacy and/or to _____. If at the time of the Level II notice, my participation is known to my licensing board, WPAP may disclose details of the behavior.

BDR In the event of Level II non-compliance behavior, I hereby authorize WPAP to disclose to the staff for the Wyoming Board of Pharmacy and/or other named persons or agencies in the preceding paragraph, my name/as a participant in WPAP.

- a. Level III non-compliance shall be reported by WPAP to the licensing board of each state in which I am licensed and/or to Wyoming, Colorado, Kansas, Missouri

BDR In the event of Level III or Level IV non-compliance, I hereby authorize WPAP to release and disclose to the staff of the Wyoming Board of Pharmacy and/or other named persons or agencies in the preceding paragraph, information and alcohol and drug treatment status and treatment records, including but not limited to any medical, alcohol, and drug history, including assessments or evaluations; information regarding my

attendance, lack of attendance or participation in treatment sessions or continuing care program sessions; my cooperation with the treatment program or continuing care program; and my prognosis or progress in recovery.

- c. Level IV Relapse shall be immediately reported by WPAP to the licensing board of each state in which I am licensed, my current employer if working healthcare profession, and/or to Wyoming, Colorado recommending they consider emergency license or privilege suspension, or disciplinary action.

Russas, His name

LEGAL CONSIDERATIONS

BDR 1. As partial consideration for my acceptance into the WPAP program I agree to indemnify and hold WPAP and its successors and assigns harmless from any liability whatsoever. I further agree to forever defend, indemnify and hold harmless WPAP and all of WPAP's agents, contractors and employees from and against any and all losses, damages, costs, expenses (including court costs and reasonable attorneys' fees) statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or in connection with my acceptance, participation in, or termination from the program, and in connection with WPAP's administration and/or implementation of the program unless, and to the extent such loss, damage, injury or death is proximately caused by WPAP's sole reckless and/or willful misconduct. The participant specifically assumes all liability for actions brought against WPAP and WPAP's agents, officers, employees and contractors.

BDR 2. I hereby waive any and all claims, causes of actions against WPAP and its successor, assigns, agents, employees or contractors, in law or equity, including but not limited to, any cause of action based on contract and/or negligence, for any and all losses or damages including any and all special, consequential or indirect damages, caused in whole or in part by WPAP, unless, and to the extent such loss or damage is proximately caused by WPAP's reckless and/or willful misconduct, provided however, that in no event shall WPAP be liable to me for special, consequential or indirect damages.

BDR 3. I hereby acknowledge and agree that the only two parties to this Monitoring Agreement are WPAP and me, and there is no intended or incidental third-party beneficiaries to this contract.

AUTHORIZATION AND CONTACT INFORMATION

I agree to keep current, and provide any and all updates regarding the information contained in Section VI. to WPAP.

Participant Name: Bradley D. Reuer SSN# 504-96 9335

Date of Birth: 9/27/71 Home Address: 927 Trading Post Rd

City: Fort Collins State: CO Zip: 80524

Home Phone Number: _____ Cell Phone Number: 970-619-1195

E-mail address: bdr.reuer@yahoo.com

Place of Employment: Estes Park Medical Center

Work place address: Estes Park Co 555 Prospect Ave

Work Phone Number: 970-577-4515

Supervisors Name and Phone number Karen Manserud 970-577-4515

I am licensed in the following states: Wyoming, Colorado, Kansas, Missouri and hereby authorize WPAP to notify these licensing boards and/or relevant professional assistance programs, if my Wyoming license is suspended or revoked. I hereby authorize on-going direct verbal and/or written communication between WPAP and any of the following persons. I understand and agree that if I change spouse/significant other, healthcare provider, sponsor, therapist or work site monitor, that this consent extends and applies to the new individuals whether or not they are named in this agreement. I agree to execute immediately any and all releases and waivers requested by WPAP to permit communication with and full disclosure by any of my healthcare and other providers. This communication is required to facilitate my monitoring under this agreement. This consent is subject to revocation at any time, except to the extent that the entity which is to make the disclosure has already taken action in reliance upon it. Revocation of this consent and release prior to the expiration of this agreement will be interpreted as level III non-compliance and may result in the termination of the monitoring agreement.

Contact Information:

Key Support Person: Melanie Langer Relationship: girlfriend

Phone and email: 425-351-3665 melhanpale@yahoo.com

Work site monitor: _____ Phone/email: _____

Primary Physician: Michelle Glasgow Phone: 970-207-7171

Dentist: Currently none Phone: _____

Therapist: Laura Garrett Phone: 970-449-4797

Healthcare provider(s): This authorization extends to any individual or entity from whom I receive any evaluation or treatment, including medical, dental, psychological, psychiatric, emergency, counseling etc., and is expressly extended to future providers of same, whether or not named or known at this time.

MY INITIALS ON EACH APPLICABLE PARAGRAPH SIGNIFY THAT I HAVE READ ALL OF THE STIPULATIONS, I AM NOT CURRENTLY IMPAIRED IN ANY WAY. AND THAT I AGREE TO AND AM FULLY COGNIZANT OF ALL THEIR TERMS. CONDITIONS RESPONSIBILITIES AND OBLIGATIONS. I HAVE DISCLOSED FULLY TO WPAP ALL INFORMATION AROUND MY SUBSTANCE USE DISORDER. MENTAL HEALTH ISSUES AND LICENSING BOARDS.

Signed this 13 day of January, 2015.

Participant Printed Name and Signature: Bradley Dean Rener
Bradley Dean Rener

Signature and title of authorized WPAP representative: _____