

FILED

MAY 15 1998

CERTIFIED TRUE COPY

BOARD OF PHARMACY

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS  
STATE BOARD OF PHARMACY

IN THE MATTER OF THE SUSPENSION	:	Administrative Action
OR REVOCATION OF THE LICENSE OF:	:	
PAUL MARCINKOWSKI, R.P.	:	CONSENT ORDER
RI 021581	:	
TO PRACTICE PHARMACY IN THE	:	
STATE OF NEW JERSEY	:	

This matter was opened to the New Jersey State Board of Pharmacy upon the receipt of information that on or about May of 1997, respondent diverted controlled dangerous substances from his employer and was suffering from a substance abuse problem.

On March 25, 1998, Paul Marcinkowski appeared before the Board, with counsel, and testified as to his past chemical dependence and his present course of rehabilitation. In response to questioning by the Board and the Deputy Attorney General, respondent, in his sworn testimony, admitted to having been chemically dependent on Vicodin, Fastin, and Xanax, all Schedule III Controlled Dangerous Substances as recently as May 7, 1997. Respondent successfully completed an out-patient rehabilitation program and has submitted to the Board documentation substantiating that treatment. Additionally, respondent voluntarily refrained from engaging in the practice of pharmacy from May of 1997 until completion of his treatment in September of 1997. Further, Paul Marcinkowski has contracted with S.A.R.P.H., a treatment and

monitoring program for impaired professionals, and continues to abide by the terms of the contract which requires respondent to participate in random urine screening, psychotherapy, and attend support group meetings (Contract attached hereto and made a part of this agreement).

IT IS THEREFORE, ON THIS 13<sup>th</sup> DAY OF May, 1998,  
ORDERED THAT:

Respondent's license to practice pharmacy in the State of New Jersey is hereby placed on a probationary status until May 28, 2000. Respondent shall comply with all terms of the S.A.R.P.H. contract until that date. If respondent violates any of the provisions of the contract, the Board may initiate proceedings to revoke his probationary status and to actively suspend or revoke his license to practice pharmacy.

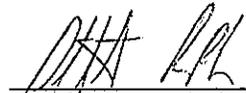
Contemporaneously with the entry of this Order, respondent shall provide to the Board a copy of the executed release to S.A.R.P.H. allowing for the forwarding of all documentation in the possession of S.A.R.P.H. regarding any violation of the subject contract, and further, respondent shall renew said release as required by law until the completion of the probationary term set forth herein.

Respondent shall not be a pharmacist-in-charge or a permit holder for the duration of the probationary period.

STATE BOARD OF PHARMACY

By: Michèle P. Gerbino, R.P.  
Michèle Gerbino, R.P., President

I have read the within Order  
and understand it. I agree  
to be bound by its terms and  
hereby consent to it being  
entered by the New Jersey  
Board of Pharmacy

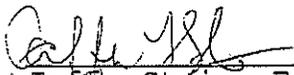


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Paul Marcinkowski, R.P.

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S.A.R.P.H. Representative



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Janna Stein, Esq.  
Counsel for Respondent

## S.A.R.P.H MONITORING/TREATMENT CONTRACT

I) This treatment/monitoring contract is made and entered into on May 27, 1997 between myself, Paul S. Marcinkowski, R.Ph.; Dr. Stephen Cowen, MY PHYSICIAN; Karen Semkow, MY THERAPIST; and Robert W. Rossi, R.Ph., and James Hewitt, representing S.A.R.P.H.

II) This is a document which specifies the terms of my monitoring/treatment plan which I, Paul S. Marcinkowski, R.Ph., agree to and understand to follow as part of my rehabilitation program. This contract is effective May 27, 1997 and will expire May 28, 2000, 12:01 AM local time.

III) This contract is written to prevent any misunderstanding on my part concerning the terms and times specified under said contract and what is expected of me.

IV) If I, Paul S. Marcinkowski, R.Ph., fail to abide by the terms and conditions of this treatment plan, I understand that I will be in violation of my contract whereupon Robert Rossi, R.Ph. representing S.A.R.P.H. and /or his designee and all other signatories named in this contract will contact the complaint officer for the Pennsylvania State Board of Pharmacy requesting a full investigation of my professional practice and make such recommendation including suspension of my pharmacist license until such investigation is complete.

V) I, Paul S. Marcinkowski, R.Ph., agree to give three (3) weeks notice of my resignation to my present employer if I should decide to seek employment elsewhere. If, for any reason, I should decide to terminate my position with said employer and seek another position as a registered pharmacist, this contract shall be made known with such employer until the stated expiration date of this contract. If the employer is a temporary staffing agency, a duly responsible party employed by the company where the temporary pharmacist is placed MUST be notified of my involvement in the S.A.R.P.H. program and my being under a monitoring contract.

### I SHALL:

1. Follow and make such appointments as deemed necessary by my physician and/or aftercare counselor and S.A.R.P.H. and to maintain those appointment and therapy sessions. This aftercare **MUST** include at least a six (6) month period of group or individual therapy (preferably group). This therapy is to start immediately.

2. Agree to submit urine, saliva, hair or blood serum samples for drug toxicology screens on a random basis as requested by S.A.R.P.H. (see attached protocol). A copy of the results of these screenings are to be forwarded to S.A.R.P.H. **DIRECTLY FROM** designated laboratory for review. This protocol may be altered for the duration of my stay at a supervised interim facility such as a halfway house.

3. Consent to all signatories named in this contract as well as their designees and all persons S.A.R.P.H. deems necessary as well as the Pennsylvania State Board of Pharmacy (if requested and/or applicable) to receive copies of the laboratory results and to discuss with each other any issue herewritten.
4. Agree to completely abstain from any and all mood-altering drugs, including alcohol and "over-the-counter medications" except on a written prescription from my physician. A copy of said prescription shall be forwarded to S.A.R.P.H.
5. Agree to regular attendance at Alcoholic Anonymous/Narcotic Anonymous meetings. I also agree to make at least one meeting a day for the first ninety (90) days after signing this contract ("90 in 90"). I also agree to complete my attendance sheets and return them to S.A.R.P.H. after the "90 in 90" is completed. I also agree to attend other support group systems as recommended by my aftercare counselor as part of my recovery program.
6. Agree to have \_\_\_\_\_ as my temporary sponsor for a period of ninety days. If, for any reason, I should decide to acquire a new sponsor, I shall inform S.A.R.P.H. of the new sponsor's name and phone number. I also hereby give my consent to those named herein to contact my sponsor if for any reason they feel that I am not in compliance with this agreement.
7. Agree, if my aftercare counselor or his/her designee stipulates to attend additional therapy sessions, such as group, family, or one-to-one; and further agree that those herementioned may discuss my progress.
8. Encourage my significant others to attend Al-Anon and/or other support groups which he/she chooses.
9. Agree to send monthly progress reports to my district monitor for S.A.R.P.H. by the tenth day of each month. If this report will be late, the S.A.R.P.H. monitor must be notified by telephone by the tenth of that month with regard to the reason for the lateness of that month's report.
10. Agree to call my monitor at least once a month and to keep him/her abreast of my progress and to inform him/her of any new situations that arise that may be pertinent to any of the stipulations of this agreement. (James Hewitt; 215-396-0468)
11. Agree upon employment as a registered pharmacist to carry out my professional responsibilities according to the current Pharmacy Act of the Commonwealth of Pennsylvania.
12. Agree to assume any and all financial responsibilities incurred in the execution of any of the stipulations of this agreement, including, but not limited to urine/serum monitoring and submission of reports thereof to S.A.R.P.H. and the district intervenor after the initial protocol arrangement. It is the CLIENT'S RESPONSIBILITY to contact S.A.R.P.H. if anything is unclear or if there is a discrepancy in any of the above arrangements.
13. Agree to notify S.A.R.P.H. IN WRITING of any change in address, telephone number, AA/NA sponsor, laboratory, etc., within 14 days of any change(s).
14. Agree to meet in person with a representative of S.A.R.P.H. and/or such persons as S.A.R.P.H. shall designate every three (3) months if deemed necessary.

15. Agree that at no time during the term of this agreement may I voluntarily withdraw from this agreement without the implementation of paragraph IV of this contract or without the SPECIFIC WRITTEN authorization from S.A.R.P.H.

16. Agree that my signature on this agreement signifies that I have read all the stipulations of the agreement and I am fully cognizant of all the responsibilities associated with it.

17. Agree to disclose the names of ALL states where I possess a pharmacist license, including those states where I have begun obtaining a license, via reciprocity or original licensure. PLEASE LIST: PA: RP038579-T  
NJ: RI21581

This information is released subject to the  
"CONFIDENTIAL" Provision Section 408 of Public Law  
92-282/Sec. 333 of Public Law 92-255

PROHIBITION OF REDISCLOSURE: This information is being  
DISCLOSED to you from records whose confidentiality is  
protected by federal law. Federal Regulations (42 CFR Part 2)  
prohibit you from making any further disclosure of this information  
except with the specific written consent of the person to whom it  
pertains.

  
\_\_\_\_\_  
SIGNATURE

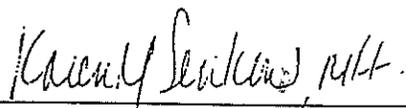
Paul S. Marcinkowski  
8235 Wilson Street  
Philadelphia, PA 19136

215-624-0661  
TELEPHONE NUMBER

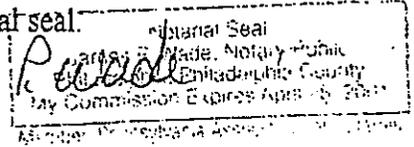
PA: RP-038579-T // NJ: RI21581  
PHARMACIST LICENSE NUMBER

September 9, 1968 / 167-62-7409  
BIRTH DATE / SOCIAL SECURITY NUMBER

5/6/97  
\_\_\_\_\_  
SOBRIETY DATE

  
\_\_\_\_\_  
WITNESS/DATE

IN WITNESS WHEREOF, I here unto  
set my hand and official seal.

  
James P. Powell  
notarized acknowledgment  
(Above)