

PTCB 2020 STATE ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into between the Pharmacy Technician Certification Board (“PTCB”) of 2215 Constitution Avenue, NW, Suite 101, Washington DC 20037, and _____ (“State Associate”) of the State of _____ as of this day, **January 1, 2020**.

WHEREAS, the Pharmacy Technician Certification Board conducts pharmacy technician certification programs on a nationwide basis (“the Program”);

WHEREAS, PTCB wishes to obtain the active involvement and participation of the state pharmacy associations affiliated with the American Pharmacists Association (“APhA”) and National Alliance of State Pharmacy Associations (“NASPA”) and the state societies affiliated with the American Society of Health-System Pharmacists (“ASHP”);

WHEREAS, the State Associate wishes to participate in the Program on the terms and conditions of the Agreement. The parties hereto agree as follows:

1. Definition of State Associate. A State Associate is a state pharmacy association that is an affiliate of APhA/NASPA or ASHP.
2. Obligations of the State Associate. The State Associate will:
 - a. Support the concepts developed by the National Association of Boards of Pharmacy (“NABP”) with state boards of pharmacy addressing pharmacy technician certification and registration, as it may be amended from time to time and work to incorporate the concepts and language developed by NABP into state laws and regulations. [A copy of the *NABP Model Act* can be downloaded from the NABP website at www.nabp.net].
 - b. Promote that the preferred pathway for registration and/or licensure as a pharmacy technician, within their respective states, should be the achievement of initial, advanced and specialty PTCB certification programs.
 - c. Work collaboratively with relevant organizations in the state to actively promote and advocate the Program as well as the value and importance of PTCB certification and recertification as a national standard to all PTCB stakeholders.
 - d. Include PTCB-provided advertisements and marketing materials in appropriate outgoing member communication distribution lists, including printed periodicals, electronic newsletters, and pharmacy technician-specific items.
 - e. Twice per year, on behalf of PTCB, email State Associate membership content supplied by PTCB. All content of these emails must be mutually agreeable to the State Associate and PTCB.
 - f. Participate in periodic conference calls with PTCB staff to discuss pharmacy technician-related state legislation and regulations, the Program, and collaboration

opportunities.

- g. Provide to PTCB ongoing intelligence of state legislation, regulations, and board of pharmacy activities that may impact pharmacy technicians.
- h. Include a link to the PTCB's website on the State Associate's website.

3. Other Possible State Associate Activities. The State Associate is encouraged to be engaged in other activities not specifically addressed herein that further enhance the pharmacy technician certification process. These activities may include serving as a membership organization for pharmacy technicians, offering certification examination review courses, creating, selling and distributing pharmacy technician training manuals, and providing PTCB with potential candidates to serve on PTCB's various councils and committees.

4. Obligations of PTCB. PTCB will:

- a. Pay the compensation amounts at the times specified in Section 5.b.
- b. Maintain psychometrically sound and legally defensible certification and certificate programs that meet industry standards.
- c. Work diligently at the national level and in cooperation with the State Associate at the state level to promote the value of the Program and PTCB programs.
- d. Ensure that there are adequate numbers of, and accessibility to, testing locations.
- e. Promote and document the value of the Program, including the role of pharmacy technicians in patient safety and the pharmacy team as well as benefits for PTCB stakeholders such as technician employers, pharmacies, pharmacists, and technicians.
- f. Work with the State Associate and assist in meeting pharmacy technician related goals and objectives.
- g. Provide the State Associate with promotional materials and documents to be used to promote the Program and PTCB programs and services to pharmacists, pharmacy technicians and others within the state.
- h. Provide the State Associate with up to two (2) email distributions yearly to PTCB's certified pharmacy technicians in the State Associate's state.

5. Compensation. The amounts and conditions for payment of these fees are:

- a. State Associate Fee. PTCB agrees to pay the State Associate a fee of \$10.00 for each of the first 125 applicants from the State who sits for the PTCE. PTCB guarantees a payment of at least \$1,250.00 per calendar year to the State Associate, regardless of whether 125 applicants sit for the PTCE. After the first 125 applicants, PTCB will pay the State Associate a fee of \$6.00 for each applicant from the State who sits for the PTCE. This fee only applies to the first testing

attempt from the applicant.

- b. Timing of Payments. Payments to the State Associate will be made bi-annually (every 6 months) during the year. The payments will be made within 60 days of the close of the second and fourth quarters of the calendar year.
6. Costs and Expenses. Each party agrees to bear its own costs and expenses unless otherwise explicitly stated herein or otherwise agreed to by the parties in advance in writing.
7. Term and Termination. This Agreement shall remain in full force and effect **until December 31, 2020**, unless terminated at an earlier date by either party in accordance with the provisions hereof. Either party may terminate this Agreement by giving the other party at least 60 days prior written notice of termination. Any such notice shall state the date of termination and termination will be effective as of the date stated. This Agreement may be terminated immediately by either party if, after giving written notice of any specific conduct constituting a breach of this Agreement, the breaching party fails to cure the breach within 15 days of receipt of the written notice.
8. Level of Performance. The State Associate agrees at all times, to adhere to the policies and procedures adopted by the PTCB, as amended from time to time, and communicated to the State Associate and to the obligations put forth in this Agreement.
9. Governing Law. The Agreement shall be governed and interpreted in accordance with the laws of the District of Columbia.
10. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all prior oral or written agreements or communications between the parties. This Agreement may only be amended as provided in Section 11 hereof or in writing and signed by the parties hereto.
11. Amendment. PTCB may amend this Agreement at any time by providing notice of the Amendment to the State Associate in writing. Should the State Associate not object to the Amendment within 30 days of receipt of it, the Amendment will be deemed acceptable and shall become part of the Agreement. Should the State Associate object to the Amendment, the Amendment shall not become effective, and the Agreement may be subject to termination in accordance with the provisions of Section 7.

IN WITNESS WHEREOF, the parties have executed this Agreement, by the duly designated representative, as of the date written above.

AGREEMENT (Please Print):

By:

State Associate Executive Signature:

State Associate Executive Name:

Title

Organization

Date

PTCB:



William Schimmel
Executive Director and CEO
Pharmacy Technician Certification Board

12/18/2019

Date