

**SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY**  
(Docket No. D-030108-050)

In The Matter Of:

**MICHAEL DECHRISTOFARO, R.Ph.**  
568 Milowebb Drive  
Crossville, Tennessee 38572  
(R.Ph. No. 03-1-10915)

This Settlement Agreement is entered into by and between Michael DeChristofaro and the Ohio State Board of Pharmacy, a state agency charged with enforcing the Pharmacy Practice Act and Dangerous Drug Distribution Act, Chapter 4729. of the Ohio Revised Code.

Michael DeChristofaro enters into this Agreement being fully informed of his rights afforded under Chapter 119. of the Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudication hearing on the issues contained herein.

Michael DeChristofaro is knowingly and voluntarily acknowledging that, in order to settle possible disciplinary charges and in order to obviate the need to conduct an administrative hearing to consider possible disciplinary sanctions against Michael DeChristofaro's license to practice pharmacy in the State of Ohio, this Agreement is entered into on the basis of the following stipulations, admissions, and understandings:

(1) The Ohio State Board of Pharmacy is empowered by Section 4729.16 of the Ohio Revised Code to suspend, revoke, place on probation, refuse to grant or renew an identification card, or impose a monetary penalty on the license holder for violation of any of the enumerated grounds.

(2) Records of the Board of Pharmacy indicate that Michael DeChristofaro was originally licensed in the State of Ohio on July 30, 1974, pursuant to examination, and is currently licensed to practice pharmacy in the State of Ohio.

(3) Michael DeChristofaro is addicted to liquor and drugs, to wit: Michael DeChristofaro has admitted to the Tennessee State Board of Pharmacy, and to an Agent with the Ohio State Board of Pharmacy, that he has an addiction problem with alcohol and narcotic drugs. Michael DeChristofaro voluntarily surrendered his license to practice pharmacy in the State of Tennessee and voluntarily admitted himself into the Cornerstone of Recovery Treatment Center. Such conduct indicates that Michael DeChristofaro falls within the ambit of Sections 3719.121 and 4729.16(A)(3) of the Ohio Revised Code.

(4) On or about December 31, 2001, Michael DeChristofaro signed a Consent Order, surrendering his license, with The Tennessee State Board of Pharmacy which deemed his license revoked.

(5) On or about July 31, 2002, The Tennessee State Board of Pharmacy reinstated Michael DeChristofaro's license to practice pharmacy, placing Michael DeChristofaro on probation for ten years. Michael DeChristofaro must comply with all terms and conditions of the extended aftercare contract with the Tennessee Pharmacists' Recovery Network.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of a formal hearing at this time, Michael DeChristofaro knowingly and voluntarily agrees with the State Board of Pharmacy to the following:

- (1) Michael DeChristofaro must maintain compliance with his Tennessee sanctioned recovery and his fitness to continue his practice of pharmacy.
- (2) Michael DeChristofaro must inform the Ohio State Board of Pharmacy if he plans to return to Ohio to practice pharmacy in Ohio.

If, in the judgment of the Board, Michael DeChristofaro appears to have violated or breached any terms or conditions of this Agreement, the Ohio State Board of Pharmacy reserves the right to, at any time, revoke probation, modify the conditions of probation, and reduce or extend the period of probation, and/or the Board may institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violation of the laws of Ohio occurring before the effective date of this Agreement.

Michael DeChristofaro acknowledges that he has had an opportunity to ask questions concerning the terms of this agreement and that all questions asked have been answered in a satisfactory manner. Any action initiated by the Board based on alleged violation of this Agreement shall comply with the Administrative Procedure Act, Chapter 119. of the Ohio Revised Code.

Michael DeChristofaro waives any and all claims or causes of action he may have against the State of Ohio or the Board, and members, officers, employees, and/or agents of either, arising out of matters which are the subject of this Agreement. Michael DeChristofaro waives any rights of appeal pursuant to Chapter 119. of the Ohio Revised Code.

In the event the Board, in its discretion, does not adopt this Agreement as its Adjudication, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. NAME agrees that should the Board reject this Agreement and if this case proceeds to hearing, he will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.

This Settlement Agreement shall be considered a public record, as that term is used in Section 149.43 of the Ohio Revised Code, and shall become effective upon the date of the Board President's signature below.

**SIGNED AND EFFECTIVE FEBRUARY 4, 2003**