

-06/17/97-

**RECORD OF THE PROCEEDINGS**

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY  
(Docket No. D-950809-010)

In the Matter of:

**RUTH E. PARENT, R.Ph.**  
500 South Lane  
Anchorage, Alaska 99508  
(R.Ph. No. 03-1-14772)

This Settlement Agreement is entered into by and between Ruth E. Parent, R.Ph. 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.

Ruth E. Parent enters into this Agreement being fully informed of her 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.

Ruth E. Parent is knowingly and voluntarily acknowledging that, in order to settle the charges that have been filed by the Board against her, and in order to obviate the need to conduct an administrative hearing to consider the disciplinary sanctions against her license to practice pharmacy in the state of Ohio, Ruth E. Parent enters into this Agreement 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 Ruth E. Parent was originally licensed to practice pharmacy in the state of Ohio on August 6, 1982, pursuant to examination, and her license lapsed on September 15, 1992. Ruth E. Parent applied for renewal on or about July 24, 1995. On or about August 9, 1995, the Board proposed to deny Ruth E. Parent's application for renewal in accordance with Section 4729.12 of the Ohio Revised Code. On August 28, 1995, Ruth E. Parent requested a hearing, and a hearing was scheduled in accordance with Chapter 119. of the Ohio Revised Code. However, the hearing was continued indefinitely, per agreement between Ruth E. Parent and the Ohio State Board of Pharmacy.
- (3) Ruth E. Parent did, on or about March 11, 1992, sign a Memorandum of Agreement with the Alaska Department of Commerce & Economic Development, Division of Occupational Licensing, due to the following facts:
  - (a) Ruth E. Parent suffers from depression which adversely affects her ability to practice safely as a registered pharmacist;
  - (b) while employed at Pay n' Save Pharmacy, Eagle River, Alaska, Ruth E. Parent admitted that she became physically and mentally unable to continue to practice pharmacy;
  - (c) Ruth E. Parent has had difficulty with drinking excessively in the past and she has had episodes of excessive consumption of alcoholic beverages; and
  - (d) Ruth E. Parent admitted that, as a result of the above mentioned facts, grounds existed for possible suspension or revocation of her license to practice pharmacy in the state of Alaska. Ruth E. Parent further admitted that her use of alcohol and her medical condition could pose a significant risk to the health and safety of the public.

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As a result of these findings of fact, Ruth E. Parent was placed on probation for a period of three years with several stipulations and conditions.

- (4) Ruth E. Parent did, on or about April 15, 1992, surrender her license to practice pharmacy in Alaska with the understanding that the Division of Occupational Licensing was conducting an active investigation on behalf of the Alaska Pharmacy Board concerning her inability to function safely while employed at the Pay n' Save Pharmacy on May 5, 1992. On that date, Ruth E. Parent's supervisor immediately suspended her employment during her shift due to his concern for public safety. Urine and blood test samples taken from Ruth E. Parent on May 5, 1992, proved positive for barbiturates, which is a violation of Ms. Parent's Memorandum of Agreement signed by her on March 11, 1992, and officially adopted on March 25, 1992. Ruth E. Parent surrendered her license in lieu of the initiation of a summary suspension proceeding. The surrender of her license was officially accepted by the state of Alaska on September 30, 1992.
- (5) On or about March 5, 1997, the Ohio State Board of Pharmacy received the Memorandum of Agreement with the State of Alaska Board of Pharmacy in the matter of Ruth E. Parent dated August 9, 1996; and since that date, Ruth E. Parent has requested reinstatement of her license to practice pharmacy in Ohio.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Ruth E. Parent knowingly and voluntarily agrees with the State Board of Pharmacy to the following:

- (A) Ruth E. Parent's license to practice pharmacy in Ohio is hereby placed on probation until February 21, 2000. The terms of probation are as follows:
  - (1) Ruth E. Parent must abide by the conditions as set forth in the Memorandum of Agreement with the State of Alaska Board of Pharmacy dated August 9, 1996.
  - (2) Ruth E. Parent must immediately notify the Ohio Board of Pharmacy, in writing, should there be a change in the status of her license to practice pharmacy in Alaska.
  - (3) Ruth E. Parent must notify the Ohio Board of Pharmacy, in writing, prior to returning to Ohio to practice pharmacy.
- (B) If Ruth E. Parent intends to return to Ohio to practice pharmacy, prior to February 21, 2000, she shall submit to the Ohio Pharmacy Board copies of all reports (i.e., employer reports, counselor reports, etc.), and copies of all correspondence and/or documentation to, from, or with the State of Alaska Board of Pharmacy for review prior to beginning practice in Ohio.
- (C) Ruth E. Parent is hereby advised that the Board may at any time revoke probation for cause, modify the conditions of probation, and reduce or extend the period of probation. At any time during this period of probation, the Board may revoke probation for a violation occurring during the probation period.

If, in the judgment of the Board, Ruth E. Parent appears to have violated or breached any terms or conditions of this Agreement, the Ohio State Board of Pharmacy reserves the right to 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.

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Ruth E. Parent acknowledges that she 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.

Ruth E. Parent waives any and all claims or causes of action she may have against the State of Ohio or the Board, and its members, officers, employees, and/or agents of either, arising out of matters which are the subject of this Agreement.

In the event the Board, in its discretion, does not approve this Agreement, 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. Ruth E. Parent agrees that should the Board reject this Agreement and if this case proceeds to hearing, she 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 Board President's signature below.

/s/ Ruth E. Parent  
Ruth E. Parent, Respondent

/d/ 5/16/97  
Date of Signature

/s/ Suzanne L. Neuber  
Suzanne L. Neuber, President, Ohio State Board of Pharmacy

/d/ 6/16/97  
Date of Signature

/s/ Mary L. Hollern  
Mary L. Hollern, Ohio Assistant Attorney General

/d/ 6/16/97  
Date of Signature