

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY
(Docket No. D-010313-046)

In The Matter Of:

Fay Christine Grant-Young, R.Ph.
5600 Big Timber Court
Gahanna, Ohio 43230
(R.Ph. No. 03-3-20190)

This Settlement Agreement is entered into by and between Fay Christine Grant-Young, 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.

Fay Christine Grant-Young, R.Ph. voluntarily 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, the right to a formal adjudication hearing on the issues contained herein, and the right to appeal. Fay Christine Grant-Young, R.Ph. acknowledges that by entering into this agreement she has waived her rights to a formal hearing under Chapter 119. of the Revised Code.

Whereas, the Board 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 enforce a monetary penalty on the license holder for violation of any of the enumerated grounds therein.

Whereas, Fay Christine Grant-Young, R.Ph. is licensed to practice pharmacy in the State of Ohio.

Whereas, on or about March 13, 2001, pursuant to Chapter 119. of the Ohio Revised Code, Fay Christine Grant-Young, R.Ph. was notified of the allegations or charges against her, her right to a hearing, her rights in such hearing, and her right to submit contentions in writing. Further, a hearing was scheduled by the Board. The Notice of Opportunity for Hearing contains the following allegations or charges:

- (A) Records of the Board of Pharmacy indicate that you were originally licensed in the State of Ohio on March 3, 1994, pursuant to examination, and are currently licensed to practice pharmacy in the State of Ohio.
- (B) You did, on or about June 15, 2000, fail to offer or otherwise perform patient counseling, to wit: when dispensing medication to a patient pursuant to prescription number 6703909, you failed to offer patient counseling, and you did not counsel the patient. The patient was dispensed Amoxicillin, even though he had an allergy to penicillin products; but since you did not counsel him as to the medication, he ingested it and immediately had an allergic reaction, necessitating a call to 9-1-1 for transport to a hospital. Such conduct is in violation of Rule 4729-5-22 of the Ohio Administrative Code, and if proven constitutes being guilty of unprofessional conduct in the practice of pharmacy within the meaning of Section 4729.16 of the Ohio Revised Code.

Wherefore, the parties, in consideration of the mutual covenants and promises contained herein, and in lieu of any further formal proceedings at this time, and intending to be bound by said covenants, agree as follows:

- (1) Fay Christine Grant-Young, R.Ph., disagrees with the above charges and without admitting to any violations alleged in the State Board of Pharmacy Notice of Opportunity for Hearing dated March 13, 2001, agrees to research and prepare a written paper on the signs and symptoms of penicillin allergies and proper policies and procedures for pharmacists to follow when suspected penicillin allergy is identified.
- (2) Fay Christine Grant-Young, R.Ph. will present her research paper to the College of Pharmacy, Pharmacy D class, and to other Kroger pharmacists as part of a C.E. program, both to be presented to, and approved by, the State Board of Pharmacy within 90 days of this agreement and prior to its use.
- (3) Fay Christine Grant-Young, R.Ph. admits and acknowledges that she is not a "prevailing eligible party" for purposes of Revised Code Sections 119.092 and 2335.39. Further Fay Christine Grant-Young, R.Ph. waives any rights she may have under Revised Code Sections 119.09 and 2335.39.
- (4) Fay Christine Grant-Young, R.Ph., with intention of binding herself and her successors in interest and assigns, hereby releases, and holds harmless from liability and forever discharges the State of Ohio, the Board, the Ohio Attorney General, and any and all of their present and former members, officers, attorneys, agents and employees, personally and in their official capacities, from any and all claims, demands, causes of actions, judgments, or executions that Fay Christine Grant-Young, R.Ph. ever had, or now has or may have, known or unknown, or that anyone claiming through or under her may have or claims to have, created by or arising out of the allegations or charges filed by the Board against Fay Christine Grant-Young, R.Ph., set forth in the Notice of Opportunity for Hearing.
- (5) Fay Christine Grant-Young, R.Ph. 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.
- (6) This Agreement embodies the entire agreement between and of the parties. There are no express or implied promises, guarantees, terms, covenants, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.
- (7) The parties hereto acknowledge that this 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 JANUARY 7, 2002