

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY
(Docket No. D-030701-001)

In The Matter Of:

DEBORAH S. McCRAY, R.Ph.
3823 Behrwald Avenue
Cleveland, Ohio 44109
(R.Ph. No. 03-3-21891)

This Settlement Agreement is entered into by and between Deborah S. McCray 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.

Deborah S. McCray 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. Deborah S. McCray acknowledges that by entering into this agreement she has waived her rights 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, Deborah S. McCray is licensed to practice pharmacy in the State of Ohio.

Whereas, Deborah S. McCray has no prior history of disciplinary proceedings of any kind.

Whereas, Deborah S. McCray, by and through her attorney, self-reported the conduct at issue herein to the Ohio State Board of Pharmacy and has been fully cooperative with the investigation of this matter.

Deborah S. McCray neither admits nor denies the allegations stated in this Settlement Agreement, however, the Board has evidence sufficient to sustain the allegations and hereby adjudicates the same:

- (1) Records of the Board of Pharmacy indicate that Deborah S. McCray was originally licensed in the State Of Ohio on July 30, 1996, pursuant to examination, and is currently licensed to practice pharmacy in the State of Ohio.
- (2) Deborah S. McCray did, on or about April, 2002, with purpose to deprive, knowingly obtain or exert control over dangerous drugs, the property of the Cleveland Department of Veterans Affairs Medical Center, beyond the express or implied consent of the owner, to wit: Deborah S. McCray has admitted to a Board of Pharmacy agent that she stole 25 unit doses of Ultram, a dangerous drug. Though Deborah S. McCray had previously had valid prescriptions for the medication, such was not the case for the doses in April of 2002. Such conduct constitutes dishonesty or unprofessional conduct in the practice of pharmacy within the meaning of Section 4729.16 of the Ohio Revised Code.

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

(A) Deborah S. McCray's pharmacist identification card, No. 03-3-21891, will be placed on probation for two years from April 17, 2002, with the following conditions:

(1) Pursuant to Deborah S. McCray's drug and alcohol assessment, she is not addicted. However, Ms. McCray has voluntarily completed rehabilitation, and shall continue with her aftercare program.

(2) The State Board of Pharmacy hereby declares that Deborah S. McCray's pharmacist identification card is not in good standing.

(3) Deborah S. McCray is not barred from practicing pharmacy during the period of her probation and/or while her pharmacist identification card is not in good standing.

(4) Deborah S. McCray must not violate the drug laws of the State of Ohio, any other state, or the federal government.

(5) Deborah S. McCray must abide by the rules of the State Board of Pharmacy.

(6) Deborah S. McCray must comply with the terms of this Agreement.

If, in the judgment of the Board, Deborah S. McCray 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.

Deborah S. McCray 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.

Deborah S. McCray waives any and all claims or causes of action she 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. Deborah S. McCray 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. Deborah S. McCray 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 date of the Board President's signature below.

SIGNED AND EFFECTIVE JULY 14, 2003