



OHIO STATE BOARD OF PHARMACY

77 South High Street, Room 1702; Columbus, Ohio 43215-6126

-Equal Opportunity Employer and Service Provider-

PHONE: 614/466-4143

FAX: 614/752-4836

E-MAIL: exec@bop.ohio.gov

TTY/TDD: Use the Ohio Relay Service: 1-800/750-0750

URL: <http://www.pharmacy.ohio.gov/>

IN THE MATTER OF:

CASE NO. 2014-1793

Heather Edell
7140 Millikin Road
Liberty Township, Ohio 45044

Pharmacist License No. 03-3-33938

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Heather Edell, for the purpose of resolving all issues between the parties relating to the OSBP investigation of reactivating a prescription for refill. Together, OSBP and Heather Edell are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Heather Edell is a licensed pharmacist under license number 03-3-33938.

FACTS

1. On or about August 13, 2014, the OSBP initiated an investigation of Heather Edell, pharmacist license number 03-3-33938, related to Heather Edell reactivating a prescription for refill.
2. On or about November 19, 2014, the OSBP sent a Notice of Opportunity for Hearing to Heather Edell, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about December 12, 2014, Heather Edell timely requested an administrative hearing, which was subsequently scheduled for April 8, 2015.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Heather Edell neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 19, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Heather Edell must obtain, within 90 days from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs) in medication errors, which may not also be used for license renewal.
4. Heather Edell agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Heather Edell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Heather Edell understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Heather Edell agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

IN WITNESS WHEREOF, the parties to this Agreement have executed it and/or cause it to be executed by their duly authorized representatives.

Approved by:



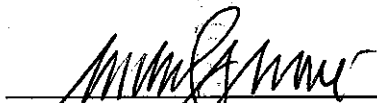
Heather Edell, Respondent

5/3/15

Date of Signature

Attorney for Respondent (if applicable)

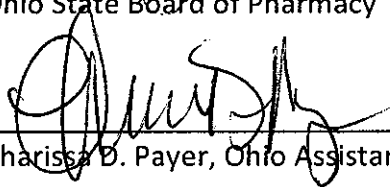
Date of Signature



Michael A. Mone, R.Ph., President,
Ohio State Board of Pharmacy

5/4/2015

Date of Signature



Charissa D. Payer, Ohio Assistant Attorney General

5/6/15

Date of Signature