

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY
(Docket No. 010615-072)

In the Matter of:

DRUG EMPORIUM #32
c/o JASON E. BOCKIS, R.Ph.
379 STONE RIDGE LANE
GAHANNA, OHIO 43230
(Terminal Distributor No. 02-0873050)

THIS SETTLEMENT AGREEMENT IS ENTERED INTO BY AND BETWEEN DRUG EMPORIUM #32 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.

DRUG EMPORIUM #32 ENTERS INTO THIS AGREEMENT BEING FULLY INFORMED OF ITS 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.

WHEREAS, the State Board of Pharmacy is empowered by Section 4729.57 of the Ohio Revised Code to suspend, revoke, refuse to renew any license issued to a terminal distributor of dangerous drugs pursuant to section 4729.54 of the Revised Code, or may impose a monetary penalty on the license holder, for violation of any of the enumerated grounds of Section 4729.57 of the Ohio Revised Code.

WHEREAS, DRUG EMPORIUM #32 is a licensed terminal distributor of dangerous drugs in the State of Ohio.

WHEREAS, on or about March 12, 2001, pursuant to Chapter 119. of the Ohio Revised Code, DRUG EMPORIUM #32 was notified of the allegations or charges against it, its right to a hearing, its rights in such hearing, and its 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:

- (1) Records of the Board of Pharmacy indicate that Drug Emporium #32 is licensed with the State Board of Pharmacy as a Terminal Distributor of Dangerous Drugs. Records further reflect during the relevant time periods stated herein, you were the Responsible Pharmacist pursuant to Rule 4729-5-11 of the Ohio Administrative Code and Sections 4729.27 and 4729.55 of the Ohio Revised Code.
- (2) Drug Emporium #32 did, from February 5, 2001, through February 19, 2001, fail to notify the Board of Pharmacy by telephone immediately upon discovery of a theft of dangerous drugs, to wit: Drug Emporium personnel observed drug thefts, confirmed them with audits, but delayed until February 20, 2001, before notifying the Board of Pharmacy of the thefts. Such conduct is in violation of Rule 4729-9-15 of the Ohio Administrative Code, and if proven constitutes violating a rule of the Board within the meaning of Section 4729.57 of the Ohio Revised Code.

WHEREAS, DRUG EMPORIUM #32 denies some or all of the allegations or charges. Notwithstanding DRUG EMPORIUM #32's denial of the allegations, the Board hereby adjudicates the same.

Therefore, 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:

- (A) Pursuant to Section 4729.25(B), Drug Emporium #32 is hereby reprimanded for the aforementioned violation of rule and/or law.
- (B) All Ohio Drug Emporium Pharmacies will conduct a self-assessment to ensure that pharmacy personnel, in particular pharmacists in charge, are aware of all federal and Ohio law and record keeping regulations. The current record keeping form will be modified to reflect DEA requirements concerning loss of controlled substance and will be in compliance with Ohio regulation 4729-9-15.
- (C) Ohio regulation 4729-9-15 will be discussed with each pharmacist in charge and the pharmacists will be instructed on the appropriate method for board notification. Each pharmacist in charge will be instructed of board notification upon strong suspicion or confirmation of any loss of dangerous drugs.

DRUG EMPORIUM #32 acknowledges that it 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.

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.

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