



OHIO STATE BOARD OF PHARMACY

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

-Equal Opportunity Employer and Service Provider-

TEL: 614/466-4143

E-MAIL: exec@bop.state.oh.us

FAX: 614/752-4836

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

www.pharmacy.ohio.gov

SETTLEMENT AGREEMENT WITH THE STATE BOARD OF PHARMACY
(Docket Nos. 6-92-2, 6-92-3, 6-116-1, D-890725-009, and D-890725-010)

In the Matters Of:

RALPH R. KELLEY, R.Ph.
519 Center Street
Ironton, Ohio 45638
(R.Ph. No. 03-3-07108)

and

**KELLEY MED CARE, INC. AND
THE DRUG STORE (A division of Kelley Med Care, Inc.)**
212 Center Street
Ironton, Ohio 45638

(Terminal Distributor License Nos. 02-156550, 02-155150, 02-216250)
(Wholesale Distributor License No. 01-014250)
(Wholesaler of Controlled Substances License No. W-0606)

This Settlement Agreement is entered into by and between Ralph R. Kelley; Kelley Med Care, Inc.; The Drug Store (a division of Kelley Med Care, Inc.) (sometimes collectively referred to hereinafter as "Respondents"), 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, for the purposes of resolving certain disputes now existing between them.

WHEREAS, Ralph R. Kelley was originally licensed to practice pharmacy in the state of Ohio on November 9, 1959, and is currently licensed to practice pharmacy. Records further reflect that Ralph R. Kelley is the responsible pharmacist at Kelley Med Care, Inc., pursuant to Sections 4729.55 and 4729.27 of the Ohio Revised Code and Rule 4729-5-11 of the Ohio Administrative Code;

WHEREAS, the Ohio State Board of Pharmacy is empowered by Section 3719.03 of the Ohio Revised Code to suspend or revoke, for cause, any license issued under Section 3719.02 or 3719.021 of the Revised Code for violation of any of the enumerated grounds;

WHEREAS, 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;

WHEREAS, the Ohio State Board of Pharmacy is empowered by Section 4729.56 of the Ohio Revised Code to suspend, revoke, refuse to renew or impose a monetary penalty on any wholesale distributor of dangerous drugs for violation of any of the enumerated grounds;

WHEREAS, the Ohio State Board of Pharmacy is empowered by Section 4729.57 of the Ohio Revised Code to suspend, revoke, refuse to renew, or impose a monetary penalty of any terminal distributor of dangerous drugs for violation of any of the enumerated grounds;

WHEREAS, the State Board of Pharmacy has initiated certain proceedings against the Respondents, which matters are pending on and reflected by the docket of the Board;

WHEREAS, Ralph R. Kelley; Kelley Med Care, Inc.; The Drug Store; and, The Ohio State Board of Pharmacy wish to settle between them all claims, controversies and disputes between and among them, whether actual or potential; and,

WHEREAS, Ralph R. Kelley; Kelley Med Care, Inc.; and, The Drug Store have each denied any wrongdoing or liability arising out of or related in any way to those matters now pending before the State Board of Pharmacy, and this Agreement is not to be construed as nor represented to be an admission of any wrongdoing by any party to this Agreement.

NOW, THEREFORE, in consideration of the above premises and the promises of the parties set forth below, it is agreed as follows:

1. Ralph R. Kelley, individually and on behalf of Kelley Med Care, Inc. and The Drug Store, enters into this Agreement being fully informed of his 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 in accordance with the Remand Order in the Court of Common Pleas, Lawrence County, Ohio;
2. Ralph R. Kelley shall pay a monetary penalty of \$500.00 within 30 days of the effective date of this Agreement, payable to the "Treasurer, State of Ohio" and mailed to the State Board of Pharmacy, 77 S. High Street, 17th Floor, Columbus, Ohio 43266-0320, with the enclosed form.
3. Ralph R. Kelley will complete one (1) continuing education unit ("CEU"), as defined under Rule 4729-7-01 of the Ohio Administrative Code ("Rule 4729-7-01"), relating to pharmacy jurisprudence. This CEU will be in addition to those otherwise required by 4729-7-01 for renewal of his identification card. The course(s) to be completed by Ralph R. Kelley within a time frame agreed upon by both parties.
4. Upon completion of the terms of paragraphs 2 and 3 hereof, the State Board of Pharmacy will consider that all matters with respect to Ralph R. Kelley, Kelley Med Care, Inc., and The Drug Store to be fully resolved, and dismissed, with prejudice, and that the same shall not form the facts or basis of any future disciplinary action by the State Board of Pharmacy.
5. Upon completion of the terms of paragraphs 2 and 3 hereof, Ralph R. Kelley, by this Agreement, waives any and all claims or causes of actions he may have against the

