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Kansas State Board of Pharmacy
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BEFORE THE KANSAS BOARD OF PHARMACY

In the Matter of)
) Case No. 11-90
Gessler’s Drug Store No. 3)
Kansas Registration No. 2-10257)
Gessler Drug Co., Inc.)
Hal D. Schwarz, Registered Agent)
6420 E. Central)
Wichita, Kansas 67206.)

CONSENT AGREEMENT

COMES NOW, the Kansas Board of Pharmacy (the “Board”) and reviews the file on Defendant Gessler’s Drug Store No. 3 (“Defendant”).

THEREUPON, being duly advised in the matter, the Board and Defendant agree as follows:

WAIVER OF RIGHTS: Defendant understands that it has the following rights in this case: The right to discovery, a hearing before the Board, and if found in violation of the Kansas Pharmacy Act, the right to appear before the District Court and Kansas appellate courts pursuant to the Kansas Judicial Review Act (the “KJRA”).

Respondent hereby acknowledges its right to be represented by a lawyer of its own choosing. Knowing these rights, Defendant, by signing this agreement, knowingly and voluntarily suspends these rights at this time, including the right to a hearing by the Board.

FACTS: Defendant neither admits nor denies the facts as presented in the Petition filed in the above-stated matter, and the Board and Defendant agree to enter into this Consent Agreement

in order to minimize the economic and legal impacts of litigating the matter at a hearing in front of the Board or otherwise.

TERMS AND CONDITIONS:

Defendant's registration as a pharmacy in the State of Kansas will be placed in probationary status for a period of two (2) years from the date this Consent Agreement is reviewed and agreed to by the Board and Defendant must satisfy the following terms:

- a. Defendant shall not violate the laws of the United States, the State of Kansas, including the Kansas Pharmacy Act along with its implementing rules and regulations;
- b. Defendant shall hold quarterly continuous quality improvement program meetings as required by K.A.R. 68-19-1 and:
 - i. Shall prepare all documentation of such meetings as required by K.A.R. 68-19-1; and
 - ii. Shall provide copies of all such documentation to the Board upon completion of each quarterly meeting. *(fax or email)*
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- c. Defendant agrees to pay a civil fine of:
 - i. \$500.00 for its violation of K.S.A. § 65-1637(a); and
 - ii. \$500.00 for its violations of K.A.R. 68-19-1.

CONSENT OF THE KANSAS STATE BOARD OF PHARMACY:

This Consent

Agreement is not binding upon the Board until it has been reviewed and agreed to by the Kansas State Board of Pharmacy at its next quarterly meeting, to be held ~~November 30 and December 1, 2011.~~ March 8 and 9, 2012.

The parties below have read this Consent Agreement, know and understand its contents, and agree to comply with its terms. Respondent specifically agrees to waive the constitutional rights enumerated above.

GESSLER'S DRUG STORE NO. 3

By: Carolyn A. Croft
Printed Name: Carolyn A. Croft
Title: pharmacist-in charge

Date: 12-9-11

David R. Schoech

David R. Schoech, R.Ph.
Investigative Member
Kansas State Board of Pharmacy
800 SW Jackson St., Ste. 1414
Topeka, KS 66612

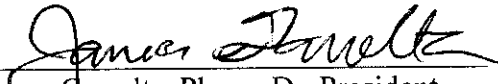
Date: 12-16-2011

Holly L. Fisher
Holly L. Fisher, Compliance Counsel
Kansas State Board of Pharmacy
800 SW Jackson St., Ste 1414
Topeka, KS 66612

Date: 12/13/11

APPROVAL OF THE BOARD OF PHARMACY

This Consent Agreement has been reviewed by the Kansas State Board of Pharmacy and is agreed to as of the date stated below.

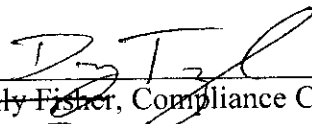

James Garrelts, Pharm.D., President
Kansas State Board of Pharmacy
800 SW Jackson St., Ste. 1414
Topeka, KS 66612

Date: 3/8/12

CERTIFICATE OF SERVICE

I hereby certify that I did, on the 12 day of March, 2012, deposit in the United States Mail, postage prepaid, a fully executed copy of the foregoing Consent Agreement, properly addressed to the following:

Gessler Drug Co., Inc.
4817 E. Douglas St.
Wichita, KS 67214


Holly Fisher, Compliance Counsel
