

Filed By
FEB 8 2016
KANSAS STATE
BOARD OF PHARMACY

BEFORE THE KANSAS BOARD OF PHARMACY

In the Matter of)
) Case No. 15-089
RONALD D. SATTERFIELD, R.PH)
Kansas License No. 1-15821)
_____)

STIPULATION AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Kansas Pharmacy Board (the "Board") and Ronald D. Satterfield, RPh ("Respondent") as follows:

1. The Board is represented herein by its attorney, Randall J. Forbes of Frieden, Unrein & Forbes, LLP, 1414 SW Ashworth Place, Suite 201, Topeka, Kansas 66604. The Respondent is represented herein by his attorney,

2. The Board is the Kansas agency vested with the authority to carry out and enforce the provisions of the Kansas Pharmacy Law, K.S.A. §§ 65-1626 *et seq.*, (the "Act") including conducting hearings and proceedings to revoke, suspend or otherwise discipline a Kansas license to practice pharmacy.

3. The Respondent is presently entitled to engage in the practice of pharmacy in the State of Kansas by reason of the Board having issued him Kansas license number 1-15821 ("Kansas License"). At all times relevant hereto, the Respondent has held a current license to engage in the practice of pharmacy in the State of Kansas.

4. The Board's Investigation Member has received certain information, investigated and determined that there are reasonable grounds to believe that Respondent has committed one or more acts in violation of K.S.A. § 65-1627(a), including but not limited to K.S.A. § 65-1627(a)(12), which would justify the revocation or imposition of other disciplinary action against his Kansas License under the provisions of K.S.A. § 65-1627.

5. Respondent hereby admits and waives any further proof in this or any other proceeding before or initiated by the Board, and upon motion duly made, seconded and passed, the Board finds the following:

A. On or about June 11, 2013, Respondent entered into the "Settlement Agreement Between Missouri Board of Pharmacy and Ronald Satterfield, R.Ph.," (the "Missouri Settlement Agreement") wherein Respondent stipulated that certain factual allegations in said Settlement Agreement were true. The Missouri Settlement Agreement became effective on June 26, 2013. A true and correct copy of the Missouri Settlement Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

B. Respondent self-reported the discipline under the Missouri Settlement Agreement to the Board on or about July 16, 2015.

C. By and through the Missouri Settlement Agreement, Respondent stipulated that he was terminated from employment at Walgreens Pharmacy, #12114, 9700 N. Cedar Avenue, Kansas City, Missouri for creating fraudulent prescriptions for himself and his girlfriend using the name and DEA registration of an unnamed medical doctor and/or misappropriating controlled substances in the manner specified in the Missouri Settlement Agreement. See Exhibit A.

D. In the Missouri Settlement Agreement, Respondent stipulated to the following violations of the applicable law:

i. The misappropriation of controlled substances in violation of Missouri law, 195.202, RSMo., and federal law, 21 U.S.C. § 844(a);

ii. The misappropriation of controlled substances by fraud, deceit, misrepresentation by fraudulent means, subterfuge or by the concealment of a material fact in violation of Missouri law, 195.204, RSMo.;

iii. The dispensing of drugs and controlled substances to himself and another without a valid prescription in violation of Missouri law, 195.060.1 RSMo., and federal law, 21 U.S.C. § 841(2), 21 U.S.C. § 846, 21 C.F.R. § 1301.11(a) and 21 C.F.R. § 1306.21;

iv. The dispensing of controlled substances to himself without a valid prescription, in that the prescription was not issued by an authorized prescriber in the due course of his professional practice for a legitimate medical purpose in violation of Missouri law;

v. The dispensing of “legend drugs” to himself without a valid prescription in violation of Missouri law, 20 CSFR 2220-2.018;

vi. The misappropriation of “legend drugs” and controlled substances in violation of Missouri law, 195.180.1, RSMo.;

vii. The unauthorized dispensing of legend drugs to himself and his girlfriend constituting misbranding in violation of Missouri law, 196.100 and 196.015 RSMo, and federal law, 21 U.S.C. § 331 and 21 U.S.C. § 353;

viii. The violation of his employer’s professional trust or confidence in violation of Missouri law, 338.055.2(13), RSMo.;

ix. Conduct which constitutes incompetency, misconduct, dishonesty, fraud and/or misrepresentation in the performance or duties of a license pharmacist in violation of Missouri law, 338.055.2(5), RSMo; and

x. Conduct which constitutes a violation of the drug laws or rules and regulations of the state of Missouri and federal law in violation of 338.055.2(15), RSMo.

E. Pursuant to the facts stipulated by Respondent and the Missouri Board, Respondent's Missouri license was placed on probation for a period of five (5) years, subject to Respondent's compliance with the terms and conditions enumerated in the Missouri Settlement Agreement, which are incorporated herein by this reference. See Exhibit A.

6. Upon motion duly made, seconded and passed, the Board finds and concludes that the events described herein and in the attachment hereto, as more fully described in Exhibit A, constitute a violation of the Act and the Regulations of the Board and is therefore grounds for disciplinary action against the Respondent's Kansas license pursuant to K.S.A. § 65-1627(e)(4).

7. The Respondent agrees and consents and the Board finds, concludes and orders that the following disposition is just and appropriate under the circumstances:

A. COMPLIANCE WITH MISSOURI SETTLEMENT AGREEMENT. Respondent agrees and consents and the Board further orders that Respondent shall fully comply with all terms, conditions, limitations and other requirements of the Missouri Settlement Agreement. See Exhibit A.

B. PROBATION AND LICENSE LIMITATION. Respondent agrees and consents and the Board further orders that Respondent's Kansas License shall be placed on probationary status, commencing on the date this Stipulation and Consent Order is entered by the Board and ending on the date that Respondent's probationary period with the Missouri Board

terminates (“Period of Probation”). During the Period of Probation, Respondent’s Kansas License shall be limited to the extent that Respondent shall be prohibited from performing any action prohibited by the Missouri Settlement Agreement, including but not limited to Respondent prohibition from serving as a “pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as preceptor of pharmacy interns or as a teaching member of any school or college of pharmacy,” or as “a consultant required by a Board disciplinary order for any pharmacy/drug distributor.”

Respondent must provide the Board with verification showing that the probationary period for his Missouri license has in-fact terminated, before the probationary period imposed on Respondent’s Kansas license hereunder will terminate.

C. PROVISION OF NOTICES AND REPORTS. Respondent agrees and consents and the Board further orders that Respondent shall provide all reports, notices or other documentation requested by the Board, including any reports, notices or other documentation provided to the Missouri Board pursuant to the Missouri Settlement Agreement.

D. NOTICE OF VIOLATION. Respondent agrees and consents and the Board further orders that in the event Respondent violates the Missouri Settlement Agreement, or the Missouri Board alleges Respondent has violated the Missouri Settlement Agreement, Respondent shall immediately provide notice of said violation or alleged violation to the Board.

E. IMPAIRED PROVIDER PROGRAM. Respondent agrees and consents and the Board further orders that in the event Respondent decides to seek employment in the State of Kansas, under his license to practice pharmacy in the State of Kansas, Respondent shall:

i. Immediately notify the Board and advise the Board that he is seeking employment in the State of Kansas under his license, and/or practicing pharmacy in the State of Kansas; and

ii. Immediately enter into a *Statement of Understanding* agreement with the Kansas Pharmacists Association Committee on Impaired Pharmacy Practice Program (“CIPP Agreement”) for a period of no less than three (3) years. Respondent shall fully cooperate with the recommendations and requirements of the persons managing and implementing CIPP Agreement, the recommendations and requirements of the persons managing and implementing the evaluation and treatment programs recommended or required by CIPP Agreement and the further requirements of the Board. Respondent shall, at all times, be in full compliance with the requirements of the CIPP Agreement and other requirement placed upon him by the Kansas Pharmacists Association Committee on Impaired Pharmacy Practice Program (“CIPP”), *including, but not limited to full and continued compliance with the requirement to cooperate with requests for random bodily fluid drug screens, as provided in his CIPP Agreement.* The Respondent shall authorize CIPP and any provider of evaluation or treatment programs he engages in to provide full and complete documentation and information regarding the Respondent's involvement in the programs, his evaluations and treatment, including, but not limited to, all records and medical reports. *The Respondent shall not be released from the requirements of the CIPP Agreement until he has made a request to the Board for release, appeared before the Board and provided proof sufficient to the Board that he has been in substantial compliance with the CIPP agreement for a 3-year period.*

F. OTHER REQUIREMENTS. Respondent acknowledges and agrees that as a condition of this Stipulation and Consent Order he must, and the Board further orders the Respondent to:

1. Comply fully with this Stipulation and Consent Order;
2. Comply fully with the Kansas Pharmacy Act, the Board's rules and regulations; and
3. Comply fully with all state and federal laws relating to pharmacy practice;

8. Respondent agrees that all information in the possession of the Board's Investigation Member, its staff, its investigators and or its attorney regarding the investigation which lead to this disciplinary action and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board as part of the presentation and consideration of the proposal of settlement in the form of this Stipulation and Consent Order and the Final Order provided for herein, with or without the presence of the Respondent or its attorney. In the event that this Stipulation and Consent Order and the Final Order provided for herein are not accepted and approved by the Board, the Respondent further waives any objection to the Board members' consideration of this Stipulation and Consent Order or the information mentioned in the preceding sentence and further agrees to waive any claim of due process violation or the right to seek the disqualification of any Board member as a result of the Board member's consideration of said document and information.

9. The stipulations contained herein shall not become binding until this Stipulation and Consent Order is approved by the Board and the Final Order provided for herein is entered by the Board. The Respondent acknowledges that the approval of the Board's Investigation

Member or its attorney shall not constitute the approval of the Board or bind the Board to approve this Stipulation and Consent Order.

10. The Respondent agrees that this Stipulation and Consent Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it and enter the Final Order provided for herein. The Respondent further agrees, for purposes of this matter, that the Kansas Pharmacy Act, K.S.A. §§ 65-1626 *et seq.* is constitutional on its face and as applied in this case.

11. This Stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

12. The Respondent acknowledges that it has the following rights:

- (a) To have formal notice of charges served upon it;
- (b) To file a response to the charges;
- (c) To have notice of and participate in a formal adjudicative hearing with the Board or its designee making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing; and

- (d) To take advantage of all applicable provisions of the Kansas Administrative Procedures Act, K.S.A. §§ 77-501 *et seq.* and the Kansas Judicial Review Act, K.S.A. §§ 77-601 *et seq.*

The Respondent freely waives these rights and acknowledges that said waiver is made voluntarily and in consideration of the Board's limiting the disciplinary action taken against it to those provided for herein. The Respondent further waives the right to seek reconsideration or appeal or otherwise contest this Stipulation and Consent Order provided for herein.

13. The Respondent acknowledges that he enters into this Stipulation and Consent Order freely and voluntarily after consultation with counsel of its choosing. The Respondent further acknowledges that he has read this Stipulation and Consent Agency order in its entirety, that he understands its legal consequences and that he agrees that none of its terms are unconscionable, arbitrary or capricious.

14. Time is of the essence to this Stipulation and Consent Order. Respondent acknowledges and agrees that any violation of this Stipulation and Consent Order shall constitute a willful violation of a lawful Board order and grounds for further disciplinary action against him. The pendency of any disciplinary action arising out of an alleged violation of this Stipulation and Consent Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Stipulation and Consent Order.

15. This Stipulation and Consent Order constitutes the entire and final agreement of the parties. In the event any provision of this Stipulation and Consent Order is deemed invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Stipulation and Consent Order shall be given full force and effect.

16. Upon approval and entry of the Final Order by the Board, this Stipulation and Consent Order shall be a public record in the custody of the Board.

17. This Stipulation and Consent Order shall become effective on the day it is approved, accepted and made an order of the Board by way of signature of the Board's authorized representative.

18. The Respondent acknowledges that he has been advised by the Board that he would have the right within 15 days after service of the Final Order provided for herein to file a petition for reconsideration with the Board and the right within 30 days after service of the Final

Order provided for herein to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Judicial Review Act, K.S.A. §§ 77-601 *et seq.* and to serve such a petition for judicial review on the Kansas Board of Pharmacy by serving its Executive Secretary at 800 SW Jackson St., Suite 1414, Topeka, KS 66612. The Respondent hereby waives those rights.


ENTERED AND EFFECTIVE this 4 day of February, 2016.

KANSAS BOARD OF PHARMACY


By: 
DR. ROBERT HANEKE, President
CHAD ULLOM

AGREED AND APPROVED BY:

Ronald D. Satterfield, R.Ph.

By:  10-25-15
Date

 2-4-16
Date
Mike Lonergan, R.Ph.
Investigation Member

 11/12/2015
Date
Randall J. Forbes, KS#09089 MO#64335
Timothy D. Resner, #25064
FRIEDEN, UNREIN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604
(785) 354-1100
(785) 354-1113 (fax)
Attorneys for the Kansas Board of Pharmacy

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing STIPULATION AND CONSENT ORDER was served by depositing same in the United States mail, postage prepaid, this 8 day of February, 2016, addressed to:

Randall J. Forbes
Timothy D. Resner
FRIEDEN, UNREIN & FORBES, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604

Ronald D. Satterfield, R.Ph.
15518 Washington School Rd.
Excelsior Springs, MO 64024



Kansas Board of Pharmacy Staff

EXHIBIT A

*Printed from
MO BOP
7.22.15*

SETTLEMENT AGREEMENT BETWEEN
MISSOURI BOARD OF PHARMACY
AND RONALD SATTERFIELD, R.Ph.

License No. 041385
Complaint No. 2012-001910

Comes now Ronald Satterfield ("Satterfield" or "Licensee") and the Missouri Board of Pharmacy ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of

discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document, as they pertain to him.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline his license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license, numbered 041385, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

JOINT STIPULATION OF FACT AND CONCLUSIONS OF LAW

1. Jurisdiction and venue are proper pursuant to Section 338.055, RSMo.
2. The Missouri Board of Pharmacy ("Board") is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo¹, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.
3. Ronald Satterfield ("Satterfield" or "Licensee") holds Missouri pharmacist license number 041385.

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented,

4. Satterfield's pharmacist license was current and active at all times relevant herein.

5. Satterfield was employed as a pharmacist at Walgreens Pharmacy #12114 located at 9700 N. Cedar Avenue, Kansas City, Missouri until his termination on March 19, 2012.

6. Satterfield was terminated for creating fraudulent prescriptions for himself and his girlfriend using the name and DEA registration of Dr. , who practices at 2521 Glenn Hendren Dr., Suite 401, Liberty, Missouri, to wit:

Patient	Date 1 st Killed	Rx #	Drug	Qty	Refills
Satterfield	5-28-10	112978	Cyclobenzaprine 10mg	90	0
Satterfield	12-21-10	197351	Bactrim DS 800 mg/160mg	20	0
Satterfield	2-19-11	207926	Amoxicillin 875mg	20	0
Satterfield	2-23-11	208679	Azithromycin 250mg	6	0
Satterfield	10-7-11	249501	Androgel 1% gel	150	5
Satterfield	10-11-11	250275	Cyclobenzaprine 10mg	90	11
Satterfield	10-20-11	252186	Macrobid 100mg	40	2
Satterfield	10-20-11	252187	Promethazine 25mg	60	2
Satterfield	12-5-11	260839	Viagra 100mg	10	PRN
Satterfield	12-5-11	260842	Vitamin B12 for injection	10	PRN
Satterfield	2-15-12	274388	Cortisporin otic	10	0
Satterfield	2-18-12	274951	Promethazine 25mg	100	2
Satterfield	3-2-12	277364	HCTZ 50mg	10	11
	12-5-11	260864	Omeprazole 40mg	90	PRN
	12-5-11	260865	Famotidine 40mg	90	PRN
	12-23-11	264484	Bactrim DS 800/160mg	42	2
	12-24-11	264541	Ciprofloxacin 500mg	10	3

unless otherwise indicated.

7. On February 28, 2012, while on duty at Walgreens, Satterfield filled and verified a prescription for Alprazolam for himself two months early.

8. Satterfield also filled and verified prescriptions for himself for Hydrocodone, Phentermine and Testosterone while on duty as a pharmacist at Walgreens. All of these prescriptions were refilled early.

9. In November 2011, Satterfield refilled prescription no. 248074 for 60 Phentermine 37.5mg tablets just 5 days after the last refill, which itself was refilled six days early.

10. Satterfield filled his prescriptions early so he could treat his own pain, share with his girlfriend _____, and enable Ms. _____ to also share these prescription medications with other acquaintances.

11. Satterfield also misappropriated 10 tablets of Viagra and 10 tablets of Phentermine from Walgreens for his personal consumption.

12. Satterfield filled a prescription for Androgel 1% gel and received the medication knowing that he did not render any payment for the Androgel prescription.

13. Satterfield's misappropriation of controlled substances constitutes a violation of Missouri statute, section 195.202, RSMo which states in relevant part:

Except as authorized by sections 195.005 to 195.425, it is unlawful for any person to possess or have under his control a controlled substance.

and a violation of federal statute 21 U.S.C. 844(a).

14. Satterfield misappropriated controlled substances from the pharmacy by fraud, deceit, misrepresentation by fraudulent means, subterfuge or by the concealment of a material fact, in violation of section 195.204, RSMo which states:

195.204. 1. A person commits the offense of fraudulently attempting to obtain a controlled substance if he obtains or attempts to obtain a controlled substance or procures or attempts to procure the administration of the controlled substance by fraud, deceit, misrepresentation, or subterfuge; or by the forgery or alteration of a prescription or of any written order; or by the concealment of a material fact; or by the use of a false name or the giving of a false address. The crime of fraudulently attempting to obtain a controlled substance shall include, but shall not be limited to nor be limited by, the following:

(1) Knowingly making a false statement in any prescription, order, report, or record, required by sections 195.005 to 195.425;

(2) For the purpose of obtaining a controlled substance, falsely assuming the title of, or representing oneself to be, a manufacturer, wholesaler, pharmacist, physician, dentist, podiatrist, veterinarian, or other authorized person;

(3) Making or uttering any false or forged prescription or false or forged written order;

(4) Affixing any false or forged label to a package or receptacle containing controlled substances;

(5) Possess a false or forged prescription with intent to obtain a controlled substance.

15. Satterfield dispensed legend drugs and controlled substances to himself and without a valid prescription in violation of Missouri statute, section 195.060.1, RSMo which states:

1. Except as provided in subsection 3 of this section, a pharmacist, in good faith, may sell and dispense controlled substances to any person only upon a prescription of a practitioner as authorized by statute. . . .

* * *

3. A pharmacist, in good faith, may sell and dispense any Schedule II drug or drugs to any person in emergency situations as defined by rule of the department of health and senior services upon an oral prescription by an authorized practitioner.

* * *

and in violation federal statutes 21 U.S.C. 841(2) and 21 U.S.C. 846 and federal regulations 21 C.F.R. 1301.11(a) and 21 C.F.R. 1306.21.

16. Satterfield dispensed controlled substances to himself without a valid prescription in that, the prescription was not issued by an authorized prescriber in the due course of his professional practice for a legitimate medical purpose in violation of

17. Satterfield dispensed legend drugs to himself without a valid prescription in violation of 20 CSR 2220-2.018 which states:

(1) In order for a prescription to be valid for purposes of dispensing a medication by a pharmacy, it must conform to all requirements as outlined in sections 338.056 or 338.196, RSMo, and contain the following information:

- (A) The prescription date and a unique, readily retrievable identifier;
- (B) The name of the patient(s);
- (C) The prescriber's name, if an oral prescription, signature if a written prescription;
- (D) Any prescriber indication of name and dosage of drug, directions for use, name and dosage of drug dispensed;
- (E) The number of refills, when applicable;
- (F) The quantity dispensed in weight, volume or number of units;

- (G) The initials or name of the pharmacist responsible for processes in dispensing or compounding of the prescription;
- (H) Any change or alteration made to the prescription dispensed based on contact with the prescriber to show a clear audit trail. This shall include, but is not limited to, a change in quantity, directions, number of refills or authority to substitute a drug;
- (I) The address of the prescriber and the patient when the prescription is for a controlled substance;
- (J) The prescriber's Drug Enforcement Administration (DEA) number when the prescription is for a controlled substance; and
- (K) Any prescription, when it is for a controlled substance, must comply with all requirements of federal and state controlled substance laws.

(2) The information specified in section (1) shall be required and recorded on all handwritten, telephone, oral and electronically produced prescriptions that are processed for dispensing by a pharmacist/pharmacy.

18. Satterfield's misappropriation of legend drugs and controlled substances constitutes a violation of section 195.180.1, RSMo which states in relevant part:

A person may lawfully possess or have under his control a controlled substance if such person obtained the controlled substance directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of a practitioner's professional practice or except as otherwise authorized by sections 195.005 to 195.425, RSMo.

19. Satterfield's unauthorized dispensing of legend drugs to himself and his girlfriend constitutes misbranding in violation of Missouri statutes, sections 196.100, 196.015, and federal statutes 21 U.S.C. 331 and 21 U.S.C. 353.

20. At the time of the events alleged herein, Satterfield had formed a relationship of professional trust and confidence with his employer in that his employer relied upon the

professional expertise of Satterfield to ensure that all applicable state and federal laws and regulations regarding the practice of pharmacy were followed.

21. Satterfield's conduct as alleged herein constitutes a violation of professional trust or confidence in violation of section 338.055.2(13), RSMo.

22. Satterfield's conduct as alleged herein constitutes incompetency, misconduct, dishonesty, fraud and/or misrepresentation in the performance of the functions or duties of a licensed pharmacist in violation of section 338.055.2(5), RSMo.

23. Satterfield's conduct as alleged herein constitutes a violation of the drug laws or rules and regulations of this state and the federal government in violation of section 338.055.2(15), RSMo.

24. Cause exists to discipline Satterfield's pharmacist license for violations of section 338.055.2(5), (13), (15) and (17), RSMo, which states, in relevant part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or his certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * *

(5) Incompetence, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

* * *

(13) Violation of any professional trust or confidence;

* * *

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

* * *

(17) Personal use or consumption of any controlled substance unless it is prescribed, dispensed, or administered by a health care provider who is authorized by law to do so.

* * *

JOINT AGREED DISCIPLINARY ORDER

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo. Licensee's pharmacist license, number 041385 is immediately placed on PROBATION for a period of FIVE (5) YEARS ("disciplinary period"). The terms of discipline shall be:

The following terms apply for the ENTIRE disciplinary period:

1. Licensee shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.
2. Licensee shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as a preceptor for pharmacy interns or as a teaching member of any school or college of pharmacy. Additionally, Licensee shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.
3. Licensee shall keep the Board apprised of his current home, electronic mail (e-mail) and work addresses and telephone numbers. Licensee shall notify the Board of any change in Licensee's employer or Licensee's home or work address within

- ten (10) days of such change in a manner approved by the Board. For employer/work changes, Licensee's notification shall include the reasons for the change. If at any time Licensee is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work locations he must provide the Board a list of locations worked if requested by the Board or Board's representative.
4. If Licensee's license expires or becomes void/invalid, upon renewal or reapplication Licensee's license shall be subject to all terms and conditions of discipline not previously satisfied, including, any remaining suspension/probationary period.
 5. Licensee shall cooperate with the Board's monitoring and investigation of Licensee's compliance with the terms and conditions of this Settlement Agreement. Licensee shall make himself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.
 6. Licensee shall respond to any written inquiry of the Board and provide any requested documentation/records within three (3) days of receipt of a written request from the Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.
 7. If requested by the Board, Licensee shall submit to a criminal history background check via the Board's approved vendor at Licensee's cost. Unless otherwise directed by the Board, Licensee shall submit the required fingerprints and undergo the requested criminal history background check within ten (10) days of the Board's request.
 8. Licensee shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Licensee's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.
 9. Licensee shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
 - a. Any arrest or issuance of a criminal complaint;

- b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
- c. A finding or plea of guilty or nolo contendere in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
- d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
- e. A finding by a court that Licensee has violated any term of his criminal probation/parole;
- f. Any discipline, citation, or other administrative action filed or taken against Licensee by any state board/committee of pharmacy, or any other state or federal agency.

Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

- 10. If Licensee is currently or begins serving any period of criminal probation/parole, Licensee shall provide the name of his or her probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Licensee's probation/parole officer is changed for any reason, Licensee shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Licensee shall execute a release authorizing his probation or parole officer to provide to the Board any information relating to Licensee's probation or parole. Licensee shall maintain the release in effect and shall provide an updated release if requested by the Board.
- 11. Licensee shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Licensee's final Disciplinary Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.
- 12. Licensee shall not be personally involved in any aspect of a pharmacy's processing, dispensing, or billing of any prescription for himself or any family

member including, but not limited to, recording any telephone prescription or verbal refill authorization.

13. Licensee's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Agreement.
14. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

NOTICE TO EMPLOYERS

15. If applicable, Licensee shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.
16. Except as otherwise provided here, "Employment" within the meaning of this provision shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist or any position for which a pharmacist license, pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment, regardless of whether Licensee is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.
17. Licensee shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Licensee is employed, on or before the effective date of discipline or prior to accepting any offer of employment.
 - a. If Licensee is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Licensee's direct supervisor at Licensee's current/prospective place of employment, as defined herein, within the timeframes required by this section.

- b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.
18. Licensee shall cause the pharmacist-in-charge, manager-in-charge or supervisor to sign a written acknowledgment on a form approved by the Board indicating that he has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted to the Board by Licensee for verification within ten (10) days of the dated signature. Licensee shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.
19. If at any time Licensee is employed by a temporary employment agency, Licensee must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Licensee shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Licensee is assigned to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Licensee shall provide an accurate listing of all employment/work sites where Licensee has been assigned if requested by the Board or the Board's authorized designee.
20. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Licensee's employment during the period covered by this Settlement Agreement.

CONTINUING EDUCATION

21. Within three (3) months of the effective date of this Settlement Agreement, Licensee shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Licensee shall register and complete the required examination via the Board's website or as otherwise requested by the Board.
22. Licensee shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Licensee is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-2.100 and may be used to satisfy the licensee's

biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31st of each biennial pharmacist renewal period.

CHEMICAL DEPENDENCY

Chemical Dependency Evaluation:

23. Within sixty (60) days of the effective date of this Agreement, Licensee shall undergo an initial chemical dependency evaluation performed by a licensed or certified chemical dependency professional approved by the Board.
24. The initial chemical dependency evaluator must be approved by the Board prior to the evaluation. The name and documentation of the credentials of the required chemical dependency evaluator shall be submitted to the Board for approval within thirty (30) days after the effective date of this Agreement. Licensee shall provide a copy of this Agreement to the approved evaluator before the initial evaluation is performed.
25. Licensee shall cause the evaluator to submit an initial evaluation report to the Board within ten (10) days after the evaluation has been completed. The evaluation report shall be mailed directly to the Missouri Board of Pharmacy, P.O. Box 625, Jefferson City, Missouri 65102, and shall include:
 - a. An analysis/assessment of licensee's present state of impairment and whether Licensee is physiologically or psychologically alcohol or drug dependent;
 - b. A description of the tests performed and the results;
 - c. Discussion of relevant clinical interview findings/interpretations;
 - d. Specification of any DSM IV diagnosis/es;
 - e. Assessment of Licensee's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Licensee or the public;
 - f. An assessment for future prospects for recovery, and;
 - g. Any appropriate treatment recommendations/plan, including, but not limited to, the recommended beginning date of treatment, nature of treatment (i.e.-outpatient, inpatient, after care), treatment duration and any recommended after care or support group attendance. If there is no diagnosis requiring treatment, this should be reported in the evaluation.

26. Licensee shall execute a medical release for the approved evaluator that allows the Board to obtain the evaluation and any supporting documents/medical records.

IF TREATMENT IS NOT RECOMMENDED:

27. If the approved chemical dependency evaluator determines that treatment, counseling or further support group attendance is not recommended, the finding must be specifically documented in the required evaluation report.
28. The Board reserves the right to request a subsequent chemical dependency evaluation of Licensee at any time during the disciplinary period. If requested by the Board, the evaluations shall be performed by a licensed or certified chemical dependency professional approved or designated by the Board. Licensee shall submit to the examination as requested by the Board at Licensee's expense. If further evaluation is requested by the Board, Licensee shall comply with all provisions of this Order regarding the initial chemical dependency evaluation, including, submission of an evaluation report and compliance with all treatment, counseling or evaluation recommendations.
29. If no further treatment is recommended, Licensee shall continue to comply with all remaining provisions of this Agreement, including, but not limited to, all drug/urinalysis testing and reporting requirements.

IF TREATMENT IS RECOMMENDED:

30. Licensee shall abstain completely from the use or consumption of alcohol in any form, including over-the-counter medications and mouthwashes. The presence of any alcohol or alcohol metabolite whatsoever in a biological fluid sample shall constitute a violation of discipline.
31. Licensee shall abstain completely from the personal use of any controlled substance or other drug for which a prescription is required unless use of the drug has been prescribed by an authorized prescriber with whom Licensee has a bona fide patient relationship. Upon request, Licensee shall execute a medical release authorizing the prescriber to release treatment/medical records to the Board and/or communicate with the Board, or its representative, regarding Licensee's treatment. The presence of any controlled substance for which Licensee does not hold a valid prescription shall constitute a violation of discipline.

32. Licensee shall inform any prescriber issuing a prescription for Licensee that Licensee has been disciplined by the Board for issues relating to chemical misuse, dependency or impairment. Additionally, Licensee shall provide a copy of this Agreement to all prescribers issuing/renewing a controlled substance, nalbuphine, or tramadol prescription to Licensee. Disclosure shall be made before the issuance of any new prescription(s). In the case of renewed/refilled prescriptions, disclosure shall be made within ten (10) days of the effective date of this Agreement.
33. Within 10 days of the effective date of this Agreement, Licensee shall provide the Board office a copy of all controlled substance prescriptions in Licensee's possession on the effective date of discipline. In lieu of prescription copies, Licensee may provide a list of all controlled substances prescribed on a form provided by the Board.
34. Licensee shall provide the Board with a copy of each prescription received, controlled or non-controlled, within five (5) days of Licensee's receipt of the prescription.
35. Licensee shall ensure that he is not in the same physical location as individuals who are using illicit drugs/substances, even if Licensee is not personally ingesting the drug/substance.
36. Licensee shall execute a release that allows the Board to obtain treatment, medical, assessment, attendance, counseling or evaluation records from any person or support groups providing treatment, evaluation or counseling. Licensee shall take any and all steps necessary to continue the release(s) in effect for the entire period covered by this Agreement. If requested by the Board, Licensee shall provide any new or additional release(s) within three (3) days of a request in a form provided by the Board.
37. Licensee shall take all necessary steps to ensure that any reports required by this Agreement are timely submitted to the Board.
38. If directed by the Board, Licensee shall become a participant in the Board's Well-Being Program established pursuant Section 338.380, RSMo, for the remainder of the disciplinary period, when the Program is fully operational. When notified by the Board, Licensee shall enroll in the Program as directed by the Board. Licensee shall bear all the costs of the Program.

39. Licensee shall bear all costs of complying with this Settlement Agreement.
40. Licensee shall follow any recommendations made by the approved chemical dependency evaluator for treatment, counseling, evaluation, after care or support group attendance (i.e.- Narcotics/Alcoholics Anonymous).
41. All treatment/counseling providers or programs used to satisfy the recommendations of the chemical dependency evaluator or the requirements of this Agreement must be approved by the Board in advance. The Board shall only approve entities/persons sufficiently qualified and licensed to provide the applicable treatment, evaluation or counseling.
 - a. If the recommended treatment, counseling or evaluation will be provided by any person or entity other than the Board approved evaluator/program, Licensee shall submit written documentation of the credentials and qualifications of the proposed provider/program to the Board for approval within ten (10) days of a recommendation from the Board approved chemical dependency evaluator.
 - b. For individual providers, documentation shall include a listing of any applicable professional designation(s)/license(s) and a resume/curriculum vitae. For entities, documentation shall include a detailed description of the program, participant requirements, individual provider qualifications and length of program operation.
42. All chemical dependency treatment programs shall comply with the provisions of this Agreement and 20 CSR 2220-2.170(6), including, but not limited to, the following:
 - a. A written agreement or contract executed between Licensee and the program/provider, outlining the responsibilities of each party for a successful treatment and monitoring program. The agreement must include a provision for sharing information concerning all aspects of therapy between the treatment facility/counselors and the Board. The agreement/contract must also include a provision authorizing the program/provider to report to the Board any violation of the treatment contract/agreement by Licensee, including, but not limited to, any positive drug/urinalysis test for any substance not supported by a valid prescription.
 - b. The treatment program must include randomized and witnessed body fluid testing and analysis.
 - c. Licensee shall cause Progress Reports to be submitted to the Board by the approved program/provider as follows:

1. Inpatient therapy— Monthly reports;
 2. Outpatient therapy— Quarterly reports; and
 3. After-care programs— Semiannual reports.
- d. Progress Reports shall be based on a recent evaluation/consultation. Such evaluation/consultation shall not have occurred more than six (6) weeks prior to the Progress Report due date established herein. At a minimum, the Progress Report shall include:
- i. An evaluation of Licensee's current progress and prognosis;
 - ii. An assessment of Licensee's compliance with all treatment recommendations/plan;
 - iii. An assessment of Licensee's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Licensee or the public, and;
 - iv. Any additional or revised treatment recommendations/plans. Licensee shall fully comply with the revised treatment recommendation/plan.
43. **Support Group Attendance:** If support group attendance is recommended by an approved evaluator/provider, Licensee shall attend support group meeting(s) as recommended (i.e.- Narcotics Anonymous, Alcohol Anonymous, Al-Anon). Licensee shall submit proof of attendance to the Board with Licensee's Disciplinary Compliance Report. Attendance documentation shall include the date, time, and place of each meeting and shall bear a signature or abbreviated signature of another person verifying attendance.
44. Licensee shall notify the Board immediately if Licensee voluntarily or involuntarily ceases treatment or counseling with the Board approved provider. Notification shall include the date of cessation and the reasons for ceasing treatment/counseling. Licensee shall submit the name of a replacement treatment/counseling provider within thirty (30) days of ceasing treatment/counseling.
45. If Licensee's treatment is successfully completed at any time during the disciplinary period, Licensee shall cause the Board-approved chemical dependency professional to submit a report of final evaluation/summary. The final evaluation/summary shall include:
- a. A statement that Licensee has successfully completed treatment;
 - b. An assessment of Licensee's fitness/ability to safely engage in the practice of pharmacy without posing a threat to Licensee or the public, and;
 - c. Any recommendations for after care or support group attendance. If continued after care/support group attendance is recommended, Licensee shall comply

with all terms in this Settlement Agreement related to support group attendance and documentation.

46. The Board reserves the right to request a subsequent chemical dependency evaluation of Licensee at any time during the disciplinary period. If requested by the Board, the evaluations shall be performed by a licensed or certified chemical dependency professional approved or designated by the Board. Licensee shall submit to the examination as requested by the Board at Licensee's expense. Licensee shall comply with all provisions of this Agreement regarding the initial chemical dependency evaluation, including, submission of an evaluation report and compliance with all treatment, counseling or evaluation recommendations.
47. If treatment is completed, Licensee shall continue to comply with all remaining provisions of this Settlement Agreement, including, but not limited to, all drug/urinalysis testing and reporting requirements.

DRUG TESTING:

48. Licensee shall participate in the Board's random drug testing/urinalysis program administered by FirstLab, the Board's approved drug testing/urinalysis vendor.
49. Licensee shall enroll in FirstLab's Professional Health Monitoring Program, on or before the effective date of this Agreement. Licensee shall comply with all requirements imposed by FirstLab for the Professional Health Monitoring Program, including, but not limited to, any drug test/urinalysis requirements, any scheduling requirements, any reporting or telephone contact requirements and any requirements for payment of fees, purchasing/maintaining chain of custody (COC) forms or other required program documents/materials.
50. Licensee shall undergo periodic drug testing/urinalysis as requested by the Board or FirstLab, at Licensee's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing shall be within the Board's sole discretion.
51. If the Board's approved drug testing/urinalysis vendor changes from FirstLab, Licensee shall participate in and comply with any drug testing/urinalysis requirements requested by the Board or any subsequent Board approved vendor, including, but not limited to, any requirements for program enrollment, test scheduling, reporting or telephone contact, payment of fees,

purchasing/maintaining chain of custody (COC) forms or any other required documents/materials.

52. Licensee's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Agreement.
53. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.
54. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.
55. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen (15) days thereafter, submit the Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit his request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P. O. Box 1557, Jefferson City, Missouri 65101.**
56. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the