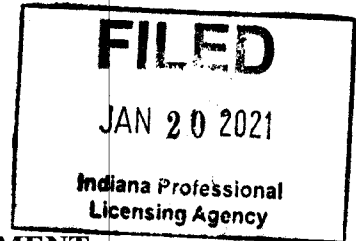


BEFORE THE INDIANA
BOARD OF PHARMACY
CAUSE NUMBER: 2020 IBP 0034

IN THE MATTER OF THE LICENSE OF:)
SHELDON'S EXPRESS PHARMACY #6)
LICENSE NO: 60006386A (ACTIVE))



FINAL ORDER ACCEPTING PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by counsel, Deputy Attorney General Ryan P. Eldridge, on behalf of the Office of the Indiana Attorney General, and Sheldon's Express Pharmacy #6, signed a Proposed Settlement Agreement ("Agreement"), which purports to resolve all issues involved in the action regarding the Respondent's license before the Indiana Board of Pharmacy ("Board"), and which Agreement has been submitted to the Board for approval.

The Board, after reviewing the Agreement at its January 11, 2021 meeting held by telephonic and video conferencing, now finds it has been entered into fairly and without fraud, duress, or undue influence, and was fair and equitable between the parties. The Board hereby incorporates the Agreement, which is attached hereto and incorporated herein as **Exhibit A**, and approves and adopts in full the Agreement as a resolution of this matter. The Board approved this Agreement by a vote of 5-0-0. Incorporated into the Agreement was the consensus of both parties to Stipulated Facts, Stipulated Conclusions of Law, and Agreed Disposition.

WHEREFORE, the Board hereby accepts and approves the Agreement, settling all matters in this case consistent with the terms of the Agreement between the parties, and Respondent is hereby **ORDERED** to abide by all the terms of the Agreement as set forth below:

1. Respondent shall be placed on **INDEFINITE PROBATION** for a **MINIMUM** of **SIX (6) MONTHS**. While on Probation:

- a. Respondent shall keep the Board apprised of the contact information for the pharmacy and the qualifying pharmacist.
- b. Respondent shall have the qualifying pharmacist submit quarterly reports to the Board detailing Respondent's compliance with Indiana and Federal law.
- c. Respondent shall undergo **two (2) IPLA inspections with no noted violations. One (1) of the inspections shall be within thirty (30) days of Respondent's probation withdrawal petition.**
- d. Respondent shall provide a list to the Board of all pharmacy staff on a quarterly basis.

2. Respondent shall pay a **FINE** in the amount of **TWO THOUSAND DOLLARS (\$2,000.00)**, within sixty (60) days of the issuance of the final order, payable to the Indiana Professional Licensing Agency at the following address:

Indiana Professional Licensing Agency
Attn: Indiana Board of Pharmacy
402 West Washington Street, Room W072
Indianapolis, Indiana 46204

3. Respondent shall, pursuant to Ind. Code § 4-6-14-10(b), pay a **FEE** of **FIVE DOLLARS (\$5.00)** to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid by check or money order payable to the State of Indiana, and submitted to the following address:

Office of the Indiana Attorney General
Attn: Executive Assistant, Consumer Protection
302 West Washington Street, 5th Floor
Indianapolis, Indiana 46204

4. A violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of pharmacy, or any violation of the Settlement Agreement

may result in Petitioner requesting a summary suspension of Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to Ind. Code § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.

SO ORDERED, this 20th day of January 2021.

INDIANA BOARD OF PHARMACY

By: Maureen Bennett
for Matt Balla, R.Ph., President
Indiana Board of Pharmacy

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CERTIFICATE OF SERVICE

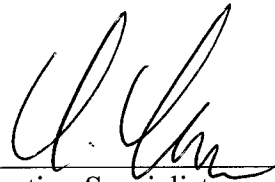
I certify that a copy of the "Final Order Accepting Proposed Settlement Agreement" has been duly served upon:

Sheldon's Express Pharmacy #6
1810 North Main Street, Suite A
Huntingburg, Indiana 47542
Service by U.S. Mail

Ryan P. Eldridge
Deputy Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, Indiana 46204-2770
Ryan.eldridge@atg.in.gov
Service by Email

1.20.21

Date



Litigation Specialist

Indiana Board of Pharmacy
Indiana Government Center South
402 West Washington St., Room W072
Indianapolis, IN 46204
Phone: 317-234-2067
Fax: 317-233-4236
Email: pla4@pla.in.gov

Explanation of Service Methods

Personal Service: by delivering a true copy of the aforesaid document(s) personally.

Service by U.S. Mail: by serving a true copy of the aforesaid document(s) by First Class U.S. Mail, postage prepaid.

Service by Email: by sending a true copy of the aforesaid document(s) to the individual's electronic mail ad

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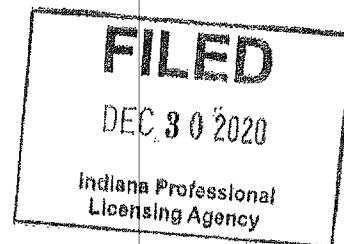
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BEFORE THE INDIANA
BOARD OF PHARMACY
CAUSE NUMBER: 2020 IBP 0034

IN THE MATTER OF THE LICENSE OF:)
SHELDON'S EXPRESS PHARMACY #6)
LICENSE NO: 60006386A (ACTIVE))



PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by counsel, Deputy Attorney General Ryan Eldridge, on behalf of the Office of the Indiana Attorney General, and Sheldon's Express Pharmacy #6 ("Respondent"), hereby execute this Agreement as a disposition of the Administrative Complaint filed in this cause with the Indiana Board of Pharmacy ("Board"). This Agreement is subject to the review and approval of the Board pursuant to Ind. Code § 25-1-9 *et seq.* and the Administrative Orders and Procedures Act, Ind. Code § 4-21.5-3 *et seq.*

STIPULATED FACTS

- Respondent is a licensed Pharmacy in the State of Indiana having been issued license number 60006386A by application on July 10, 2014.
- Respondent's address on file with the Indiana Professional Licensing Agency is 1810 North Main Street, Suite A, Huntingburg, Indiana 47542.
- On June 15, 2018, Courtney Jones ("Ms. Jones") was hired by Respondent as a pharmacy technician.
- On June 26, 2018, Ms. Jones received her Pharmacy Technician In-Training ("PTII") permit.

5. On August 19, 2018, Cynthia Fehribach ("Ms. Fehribach") was hired by Respondent as a pharmacy technician. At this time, Ms. Fehribach was not licensed as a technician, but was offered a technician position.

6. On June 26, 2019, Ms. Jones's PTIT permit expired.

7. On August 1, 2019, Respondent failed an Indiana Board of Pharmacy inspection. One of the noted violations involved the employment of unlicensed and expired technicians on staff. Both Ms. Jones (expired) and Ms. Fehribach (unlicensed) were employed at the time of the inspection.

8. At the time of the inspection, Ms. Jones's licensure issues were resolved and a pharmacy technician license was issued to her on August 1, 2019.

9. On or about September 12, 2019, Ms. Fehribach received her PTIT license after a personal appearance in front of the Board.

RELEVANT LAW

10. Ind. Code § 25-26-19-9(b) states, "An individual may not act as a pharmacy technician in training unless the individual has obtained a permit under this chapter or the individual is acting as a pharmacy technician in training during the period permitted under section 6(b) of this chapter. (c) An individual who knowingly violates this section commits a Level 6 felony."

STIPULATED CONCLUSION OF LAW

The parties further stipulate that:

11. By Respondent allowing an expired PTIT and an unlicensed individual to practice in the pharmacy, Respondent has allowed the pharmacy license to be used in connection with an

individual who renders services beyond the scope of that individual's training, experience, or competence, and is subject to discipline for a violation of Ind. Code § 25-1-9-4(a)(6).

12. By Respondent allowing an expired PTTT and an unlicensed individual to practice in the pharmacy, Respondent has assisted another person in committing an act that would be grounds for disciplinary sanctions under this chapter, and is subject to discipline for a violation of Ind. Code § 25-1-9-4(a)(13).

AGREED DISPOSITION

It is now therefore agreed by Respondent and Petitioner as follows:

1. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.
2. The parties execute this Agreement voluntarily.
3. Both parties voluntarily waive their rights to a public hearing on the Complaint and all other proceedings in this action to which either party may be entitled by law, including judicial review.
4. Petitioner agrees the terms of this Agreement will resolve any and all pending claims or allegations relating to disciplinary action against Respondent's pharmacy license.
5. Respondent shall be placed on **INDEFINITE PROBATION** for a **MINIMUM** of **SIX (6) MONTHS**. While on Probation:
 - a. Respondent shall keep the Board apprised of the contact information for the pharmacy and the qualifying pharmacist.
 - b. Respondent shall have the qualifying pharmacist submit quarterly reports to the Board detailing Respondent's compliance with Indiana and Federal law.

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c. Respondent shall undergo two (2) IPLA inspections with no noted violations. One (1) of the inspections shall be within thirty (30) days of Respondent's probation withdrawal petition.

d. Respondent shall provide a list to the Board of all pharmacy staff on a quarterly basis.

6. Respondent shall pay a FINE in the amount of TWO THOUSAND DOLLARS (\$2,000.00), within sixty (60) days of the issuance of the final order, payable to the Indiana Professional Licensing Agency at the following address:

Indiana Professional Licensing Agency
Attn: Indiana Board of Pharmacy
402 West Washington Street, Room W072
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7. Respondent shall, pursuant to Ind. Code § 4-6-14-10(b), pay a FEE of FIVE DOLLARS (\$5.00) to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid by check or money order payable to the State of Indiana, and submitted to the following address:

Office of the Indiana Attorney General
Attn: Executive Assistant, Consumer Protection
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

8. Respondent has carefully read and examined this agreement and fully understands its terms and that, subject to a final order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

9. Respondent further understands that a violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of pharmacy, or any violation of this Settlement Agreement may result in Petitioner requesting a summary suspension of

