

SO ORDERED, this 9th day of September, 2024; this Order is effective as of the **9th** day of **September, 2024**.

INDIANA BOARD OF NURSING

By: Kimberly Snyder
For Jason Jablonski, R.Ph.,
President Indiana Board of
Pharmacy

CERTIFICATE OF SERVICE

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

Jared Bachman
C/O Laura Losue
Losue Law, LLC
10475 Crosspoint Blvd Suite 250
Indianapolis, IN 46256
Sent Via U.S. Mail and E-mail

Sha'na Terry
Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204
Sent Via E-mail

9/10/24

Date

Brad Repass

Brad Repass, Litigation Specialist

Indiana Board of Pharmacy
Indiana Government Center South
402 West Washington St., Room W072
Indianapolis, IN 46204
Phone: 317-232-2960
Fax: 317-233-4236
Email: clerk@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 address.

4. On August 17, 2023, the OAG received a consumer complaint filed against Respondent, and an investigation was then conducted as authorized by Ind. Code § 25-1-7-5(b)(4). After investigation, the OAG determined that the complaint had merit.

5. Since October 16, 2023, Respondent's license was placed on voluntary summary suspension until a final order is issued in this matter.

6. The OAG having tendered a meritorious complaint, the Board has jurisdiction to hear this matter under Ind. Code § 25-1-7-5(b)(1).

7. Further, at all times relevant, Respondent was a "practitioner" as defined by Ind. Code § 25-1-9-2.

8. As such, the Board has authority to hear this case and to impose any of the sanctions enumerated under Ind. Code § 25-1-9-9.

Respondent's Misconduct

9. At all relevant times, Respondent was employed as a pharmacist at CVS that floats to multiple locations in Indiana.

10. On or about August 7, 2023, Respondent admitted to diverting approximately 200 Zolpidem, 10-15 tablets of oxycodone, and 4-5 tablets of suboxone for personal use from multiple stores over the previous two months.

11. On or about August 7, 2023, Respondent was terminated from his position as a pharmacist at CVS.

12. On or about August 7, 2023, Respondent was arrested in Bartholomew County, Indiana for Leaving the Scene of an Accident, a Class B Misdemeanor under cause number 03D02-2308-CM-004101. At the time of this arrest, the officer located a plastic tube on his person where

Respondent admitted it would likely contain crushed up Ambien, however there were no charges ever added related to drug possession.

13. On or about August 10, 2023, Respondent was arrested in Brown County, Indiana for Theft, a Level 6 Felony under cause number 07C01-2308-F6-000268. This charge is for the drugs stolen during his employment at CVS.

14. On December 7, 2023, Respondent was convicted of Leaving the Scene of an Accident, a Class B Misdemeanor under cause number 03D02-2308-CM-004101 and sentenced to 180 days probation with standard terms of probation.

15. On February 20, 2024, Respondent was convicted of Theft, a Level 6 Felony with Alternate Misdemeanor Sentencing upfront under cause number 07C01-2308-F6-000268, and sentenced to 363 days or probation, alcohol/substance abuse evaluation and treatment and comply with any recommendations, complete 56 hours of community service, and standard court costs and fees.

Respondent's Prior Discipline

16. On April 18, 2013, Respondent's pharmacist license was placed on Summary Suspension due to an arrest for Theft, a Level 6 Felony in Hamilton County, Indiana, under 29D06-1302-FD-001347 for drug diversion from his previous employer Target.

17. On August 20, 2014, Respondent's pharmacist license was placed on indefinite probation with standard board order and quarterly reports, Pharmacists Recovery Network, and \$1000 fine.

18. On August 21, 2017, Respondent's probation was withdrawn.

Mitigating Factors

19. Shortly after the incident near October 2023, Respondent began substance abuse and mental health treatment under the care of Dr. David Cummins at Parkdale Center for Professionals and entered a voluntary summary suspension in an effort to focus on recovery.

20. On August 22, 2024, Respondent provided a IPRP compliance letter from Program Director Tracy Traut, that stated in relevant part:

- a. Respondent signed a five-year Recover Monitoring Agreement (RMA) that began on December 22, 2023.
- b. Respondent is required to submit sixteen (16) urine drug screens per year while not working as a pharmacist, and twenty-six (26) urine drug screens while employed as a pharmacist.
- c. Three meetings per week, complete an Intensive Outpatient Program (IOP), transition to individual therapy.
- d. Submit quarterly reports and check-in daily.
- e. He has not missed a check-in, and all urine drug screen results have been negative.

STIPULATED CONCLUSION OF LAW

The parties further stipulate:

1. Count I: Respondent's conduct constitutes a violation of Ind. Code § 25-1-9-4(a)(4)(D) in that Respondent has continued to practice with an addiction, abuse of, or severe dependency upon alcohol or other drugs that endanger the public by impairing his ability to practice safely.

2. Count II: Respondent's conduct constitutes a violation of Ind. Code § 25-1-9-4(a)(2)(A) in that Respondent has been convicted of a crime that has a direct bearing on his ability

to continue to practice competently. Specifically, Respondent has diverted medication from his employer for personal use.

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 Indiana pharmacist license.
5. Respondent's Indiana pharmacist license shall remain on **INDEFINITE PROBATION for the length of the RMA which is currently FIVE (5) YEARS with an end date of December 22, 2028.**
6. While on probation, Respondent's license shall be governed by the following **TERMS AND CONDITIONS:**
 - a. Respondent shall keep the Board informed of his **residential address and telephone number** at all times.
 - b. Respondent shall keep the Board informed of his **pharmacist employer(s) name, address, and telephone number** at all times.

- c. Respondent shall have all pharmacist employers submit **signed copies of any and all future Board Orders.**
- d. Respondent shall have all pharmacist employers **submit quarterly reports** on her behalf to the Board. If not employed as a pharmacist, Respondent shall submit **quarterly self-reports** for those quarters.
- e. Respondent shall demonstrate complete and continuous compliance for at least one (1) year prior to requesting probation withdrawal.
- f. Respondent shall comply with and successfully complete his criminal probation under Cause Nos. 07C01-2308-F6-000268 and 03D02-2308-CM-004101.
- g. Respondent shall not violate any statutes or rules regulating the practice of pharmacy.

7. Respondent shall, prior to being eligible to petition for probation withdrawal, 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 Respondent's licenses, 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 licenses.

10. The parties agree to the continuing jurisdiction of the Board.

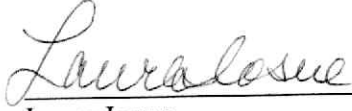
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J (Sep 7, 2024 14:02 EDT)

Jared Bachman, R.Ph.

Respondent



Laura Iosue

Counsel for Respondent

Attorney No.: 18389-49



Sha'na Terry

Deputy Attorney General

Attorney No.: 34048-64

Sep 7, 2024

Date

9-8-2024

Date

9/9/24

Date