

**BEFORE THE
BOARD OF PHARMACY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the First Amended Accusation
Against:

**KERN MEDICAL CENTER DBA KERN
MEDICAL CENTER CAMPUS
PHARMACY
2014 College Street
Bakersfield, CA 93305**

Hospital Pharmacy License No. PHE 44938,

**KERN COUNTY HOSPITAL
AUTHORITY DBA KERN MEDICAL
CENTER CAMPUS PHARMACY
2014 College Street
Bakersfield, CA 93305**

Original Permit No. PHE 54462,

**TARYN ADALE JOLLIFF
PO Box 21681
Bakersfield, CA 93390**

Pharmacist License No. RPH 60682,

and

**ANIECE LOUISE AMOS
555 Fairbanks St.
Corona, CA 92879**

Pharmacist License No. RPH 36840

Respondents.

Case No. 5551

OAH NO.: 2016120877

In the Matter of the First Amended Accusation
Against:

**KERN MEDICAL CENTER DBA
SAGEBRUSH MEDICAL PLAZA
PHARMACY**

Case No. 5553

OAH NO.: 2016120883

**1111 Columbus Avenue
Bakersfield, CA 93305**

**KERN COUNTY HOSPITAL
AUTHORITY DBA SAGEBRUSH
MEDICAL PLAZA PHARMACY
1111 Columbus Avenue
Bakersfield, CA 93305**

Original Permit No. PHE 54461,

**ANGELA MARIE TORRES
11501 Valley Forge Way
Bakersfield, CA 93312**

Pharmacist License No. RPH 55644,

and

**ANIECE LOUISE AMOS
555 Fairbanks St.
Corona, CA 92879**

Pharmacist License No. RPH 36840

Respondents.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order for Public Repeal is hereby adopted by the Board of Pharmacy, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective at 5:00 p.m. on March 28, 2018.

It is so ORDERED on February 26, 2018.

BOARD OF PHARMACY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA



By

Amy Gutierrez, Pharm.D.
Board President

1 XAVIER BECERRA
Attorney General of California
2 MARC D. GREENBAUM
Supervising Deputy Attorney General
3 MICHAEL A. CACCIOTTI
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Attorneys for Complainant
7

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HALL HEATT & CONNELLY

8 BEFORE THE
9 BOARD OF PHARMACY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

10 In the Matter of the First Amended Accusation
11 Against:

Case No. 5551

12 KERN MEDICAL CENTER DBA KERN
13 MEDICAL CENTER CAMPUS
PHARMACY
14 2014 College Street
Bakersfield, CA 93305

OAH NO.: 2016120877

15 Hospital Pharmacy License No. PHE 44938,

16 KERN COUNTY HOSPITAL
17 AUTHORITY DBA KERN MEDICAL
CENTER CAMPUS PHARMACY
18 2014 College Street
Bakersfield, CA 93305

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER FOR PUBLIC
REPROVAL AS TO RESPONDENTS'
KERN COUNTY HOSPITAL
AUTHORITY DBA KERN MEDICAL
CENTER CAMPUS PHARMACY AND
KERN COUNTY HOSPITAL
AUTHORITY DBA SAGEBRUSH
MEDICAL PLAZA PHARMACY ONLY

19 Original Permit No. PHE 54462,

20 TARYN ADALE JOLLIFF
21 PO Box 21681
Bakersfield, CA 93390

22 Pharmacist License No. RPH 60682,

23 and

24 ANIECE LOUISE AMOS
25 555 Fairbanks St.
Corona, CA 92879

26 Pharmacist License No. RPH 36840

27 Respondents.
28

1 In the Matter of the First Amended Accusation
2 Against:

Case No. 5553

OAH NO.: 2016120883

3 KERN MEDICAL CENTER DBA
4 SAGEBRUSH MEDICAL PLAZA
5 PHARMACY

6 1111 Columbus Avenue
7 Bakersfield, CA 93305

8 Hospital Pharmacy Permit No. PHE 40876,

9 KERN COUNTY HOSPITAL
10 AUTHORITY DBA SAGEBRUSH
11 MEDICAL PLAZA PHARMACY

12 1111 Columbus Avenue
13 Bakersfield, CA 93305

14 Original Permit No. PHE 54461,

15 ANGELA MARIE TORRES

16 11501 Valley Forge Way
17 Bakersfield, CA 93312

18 Pharmacist License No. RPH 55644,

19 and

20 ANIECE LOUISE AMOS

21 555 Fairbanks St.
22 Corona, CA 92879

23 Pharmacist License No. RPH 36840

24 Respondents.

25 IT IS HEREBY STIPULATED AND AGREED by and between the parties¹ to the above-
26 entitled proceedings that the following matters are true:

27 PARTIES

28 1. Virginia Herold (Complainant) is the Executive Officer of the Board of Pharmacy
(Board). She brought this action solely in her official capacity and is represented in this matter by

¹ The parties to this stipulation are the Complainant and Respondents Kern County Hospital Authority dba Kern Medical Center Campus Pharmacy, and Kern County Hospital Authority dba Sagebrush Medical Plaza Pharmacy. All the other parties are not a party to this stipulation.

1 Xavier Becerra, Attorney General of the State of California, by Michael A. Cacciotti, Deputy
2 Attorney General.

3 2. Respondents Kern County Hospital Authority dba Kern Medical Center Campus
4 Pharmacy (Respondent KCHA dba KMC Campus Pharmacy) and Kern County Hospital
5 Authority dba Sagebrush Medical Plaza Pharmacy (Respondent KCHA dba Sagebrush Medical
6 Plaza Pharmacy) are represented in this proceeding by attorney Mark B. Connely, whose address
7 is: Mark B. Connely Hall, Hieatt & Connely, LLP 1319 Marsh Street, Second Floor San Luis
8 Obispo, CA 93401.

9 JURISDICTION

10 3. On or about August 15, 2000, the Board issued Hospital Pharmacy License No. PHE
11 44938 to Kern Medical Center dba Kern Medical Center Campus Pharmacy, Angel Torres,
12 Pharmacist-In-Charge. The Hospital Pharmacy License was in full force and effect at all times
13 relevant to the charges brought in First Amended Accusation No. 5551 and was cancelled on July
14 1 2016 pursuant to a change of ownership.

15 4. On or about July 1, 2016, the Board issued Original Permit Number No. PHE 54462
16 to Respondent KCHA dba KMC Campus Pharmacy, and the Original Permit Number will expire
17 on November 1, 2017, unless renewed.

18 5. On or about August 18, 1995, the Board issued Hospital Pharmacy Permit No. PHE
19 40876 to Kern Medical Center dba Sagebrush Medical Plaza Pharmacy, Respondent Torres,
20 Pharmacist-In-Charge. The Hospital Pharmacy License was in full force and effect at all times
21 relevant to the charges brought in First Amended Accusation No. 5553 and was cancelled on July
22 1 2016 pursuant to a change of ownership.

23 6. On or about July 1, 2016, the Board issued Original Permit Number No. PHE 54461
24 to Respondent KCHA dba Sagebrush Medical Plaza Pharmacy, and the Original Permit Number
25 will expire on November 1, 2017, unless renewed.

26 7. First Amended Accusations Nos. 5551 and 5553 were filed before the Board and are
27 currently pending against Respondents. The First Amended Accusations and all other statutorily
28 required documents were properly served on Respondents on November 1, 2017. Respondents

1 timely filed their Notice of Defense contesting the First Amended Accusations. A copy of First
2 Amended Accusation Nos. 5551 and 5553 are attached as exhibit A and incorporated herein by
3 reference.

4 ADVISEMENT AND WAIVERS

5 8. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush
6 Medical Plaza Pharmacy have carefully read, fully discussed with counsel, and understand the
7 charges and allegations in First Amended Accusations Nos. 5551 and 5553. Respondents KCHA
8 dba KMC Campus Pharmacy and KCHA dba Sagebrush Medical Plaza Pharmacy have also
9 carefully read, fully discussed with counsel, and understand the effects of this Stipulated
10 Settlement and Disciplinary Order for Public Reapproval.

11 9. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush
12 Medical Plaza Pharmacy are fully aware of their legal rights in this matter, including the right to a
13 hearing on the charges and allegations in the First Amended Accusation; the right to be
14 represented by counsel at their own expense; the right to confront and cross-examine the
15 witnesses against them; the right to present evidence and to testify on their own behalf; the right
16 to the issuance of subpoenas to compel the attendance of witnesses and the production of
17 documents; the right to reconsideration and court review of an adverse decision; and all other
18 rights accorded by the California Administrative Procedure Act and other applicable laws.

19 10. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush
20 Medical Plaza Pharmacy voluntarily, knowingly, and intelligently waives and gives up each and
21 every right set forth above.

22 CULPABILITY

23 11. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush
24 Medical Plaza Pharmacy admit the truth of each and every charge and allegation in First
25 Amended Accusation Nos. 5551 and 5553.

26 12. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush
27 Medical Plaza Pharmacy agree that their Original Permit Nos. PHE 54462 and PHE 54461 are
28 subject to discipline and they agree to be bound by the Disciplinary Order below.

CONTINGENCY

13. This stipulation shall be subject to approval by the Board. Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush Medical Plaza Pharmacy understand and agree that counsel for Complainant and the staff of the Board may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondents or their counsel. By signing the stipulation, Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush Medical Plaza Pharmacy understand and agree that they may not withdraw their agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order for Public Reapproval shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

14. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order for Public Reapproval, including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

15. This Stipulated Settlement and Disciplinary Order for Public Reapproval is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order for Public Reapproval may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

16. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

///

///

1 DISCIPLINARY ORDER

2 IT IS HEREBY ORDERED that Original Permit Number No. PHE 54462 issued to KCHA
3 dba KMC Campus Pharmacy and Original Permit Number No. PHE 54461 issued to KCHA dba
4 Sagebrush Medical Plaza Pharmacy shall be publicly reprovved by the Board under Business and
5 Professions Code section 495 in resolution of First Amended Accusations Nos. 5551 and 5553,
6 attached as exhibit A.

7 **Cost Recovery.** Respondents KCHA dba KMC Campus Pharmacy and KCHA dba
8 Sagebrush Medical Plaza Pharmacy shall pay ~~\$25,000.00~~ ^{\$24,975.70} to the Board for its costs associated
9 with the investigation and enforcement of this matter. Respondents KCHA dba KMC Campus
10 Pharmacy and KCHA dba Sagebrush Medical Plaza Pharmacy shall be permitted to pay these
11 costs in a payment plan approved by the Board. If Respondents KCHA dba KMC Campus
12 Pharmacy and KCHA dba Sagebrush Medical Plaza Pharmacy fail to pay the Board costs as
13 ordered, Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush Medical
14 Plaza Pharmacy shall not be allowed to renew their Hospital Pharmacy Licenses until
15 Respondents KCHA dba KMC Campus Pharmacy and KCHA dba Sagebrush Medical Plaza
16 Pharmacy pays costs in full.

17 ACCEPTANCE

18 I have carefully read the above Stipulated Settlement and Disciplinary Order for Public
19 Reproval and have fully discussed it with my attorney, Mark B. Connely. I understand the
20 stipulation and the effect it will have on my Original Permit Number PHE 54462. I enter into this
21 Stipulated Settlement and Disciplinary Order for Public Reproval voluntarily, knowingly, and
22 intelligently, and agree to be bound by the Decision and Order of the Board.

23 DATED: 11/13/17

Karen D. James
24 KERN COUNTY HOSPITAL AUTHORITY DBA
25 KERN MEDICAL CENTER CAMPUS PHARMACY,
Respondent

26 I have carefully read the above Stipulated Settlement and Disciplinary Order for Public
27 Reproval and have fully discussed it with my attorney, Mark B. Connely. I understand the
28 stipulation and the effect it will have on my Original Permit Number PHE 54461. I enter into this

1 Stipulated Settlement and Disciplinary Order for Public Repeval voluntarily, knowingly, and
2 intelligently, and agree to be bound by the Decision and Order of the Board.

3
4 DATED:

11/13/17

Karen S. Bamer

KERN COUNTY HOSPITAL AUTHORITY DBA
SAGEBRUSH MEDICAL PLAZA PHARMACY,
Respondent

7 I have read and fully discussed with Respondents KCHA dba KMC Campus Pharmacy and
8 KCHA dba Sagebrush Medical Plaza Pharmacy the terms and conditions and other matters
9 contained in the above Stipulated Settlement and Disciplinary Order for Public Repeval. I
10 approve its form and content.

11 DATED:

11/13/17

Mrs. Connely

MARK B. CONNELLY
Attorney for Respondents

14 ENDORSEMENT

15 The foregoing Stipulated Settlement and Disciplinary Order for Public Repeval is hereby
16 respectfully submitted for consideration by the Board of Pharmacy of the Department of
17 Consumer Affairs.

18
19 Dated:

11/30/17

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General

Michael A. Cacciotti

MICHAEL A. CACCIOTTI
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

First Amended Accusations No. 5551 and 5553

1 XAVIER BECERRA
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7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **BOARD OF PHARMACY**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the First Amended Accusation
12 Against:

Case No. 5551

13 **KERN MEDICAL CENTER DBA KERN**
14 **MEDICAL CENTER CAMPUS**
15 **PHARMACY**
2014 College Street
Bakersfield, CA 93305

FIRST AMENDED ACCUSATION

16 Hospital Pharmacy License No. PHE 44938,

17 **KERN COUNTY HOSPITAL**
18 **AUTHORITY DBA KERN MEDICAL**
19 **CENTER CAMPUS PHARMACY**
2014 College Street
Bakersfield, CA 93305

20 Original Permit No. PHE 54462

21 **TARYN ADALE JOLLIFF**
22 PO Box 21681
Bakersfield, CA 93390

23 Pharmacist License No. RPH 60682,

24 and

25 **ANIECE LOUISE AMOS**
26 555 Fairbanks St.
Corona, CA 92879

27 Pharmacist License No. RPH 36840

28 Respondents.

1 Complainant alleges:

2 PARTIES

3 1. Virginia Herold ("Complainant") brings this First Amended Accusation solely in her
4 official capacity as the Executive Officer of the Board of Pharmacy, Department of Consumer
5 Affairs.

6 2. On or about August 15, 2000, the Board of Pharmacy ("Board") issued Original
7 Permit Number PHE 44938 to Kern Medical Center dba Kern Medical Center Campus Pharmacy
8 ("Respondent KMC dba Kern Medical Center Campus Pharmacy"). The Original Permit Number
9 was in full force and effect at all times relevant to the charges brought herein and was cancelled
10 on July 1, 2016 pursuant to a change of ownership.¹

11 3. On or about July 1, 2016, the Board of Pharmacy ("Board") issued Original Permit
12 Number PHE 54462 to Kern County Hospital Authority dba Kern Medical Center Campus
13 Pharmacy ("Respondent KCHA dba Kern Medical Center Campus Pharmacy"). The Original
14 Permit Number was in full force and effect at all times relevant to the charges brought herein and
15 will expire on November 1, 2018, unless renewed.

16 4. On or about January 30, 2008, the Board issued Pharmacist License Number RPH
17 60682 to Taryn Adale Jolliff ("Respondent Jolliff"). Between January 28, 2012 and August 14,
18 2014, Respondent Jolliff was the Pharmacist-in-Charge of Respondent KMC dba Kern Medical
19 Center Campus Pharmacy. The Pharmacist License was in full force and effect at all times
20 relevant to the charges brought herein and will expire on June 30, 2019, unless renewed.

21 ¹ Pursuant to Kern County Hospital Authority Act (Health & Safety Code, § 101852 et
22 seq.) the California Legislature authorized the County of Kern ("County") to establish the Kern
23 County Hospital Authority ("Authority") and to transfer the ownership, control, management, and
24 operation of Kern Medical Center ("KMC") and certain pharmacies operated by KMC to the
25 Authority. On October 6, 2015 the Kern County Board of Supervisors enacted Ordinance No. A-
26 356 as amended, that adds Chapter 2.170 to Title 2 of the Ordinance Code of the County of Kern
27 ("Ordinance") concerning, and which created, the Authority. The Ordinance was effective on
28 November 6, 2015. On July 1, 2016, the ownership, control, management, and operation of KMC
and certain pharmacies (including KMC Campus Pharmacy and Sagebrush Medical Plaza
Pharmacy) were transferred from the County to the Authority. The Authority is a public entity
that is a local unit of government separate and apart from the County of Kern and any other public
entity. As specified in various agreements and related documents approved by legal counsel for
the County, the County shall guarantee the payment by the Authority of liabilities the Authority
assumes for obligations incurred by the County during its ownership and operation of the KMC.

5. On or about January 25, 1982, the Board issued Pharmacist License Number RPH 36840 to Aniece Louise Amos ("Respondent Amos"). The Pharmacist License was in full force and effect at all times relevant to the charges brought herein and will expire on December 31, 2017, unless renewed.

JURISDICTION

6. This First Amended Accusation is brought before the Board under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

7. Section 4300.1 of the Code states:

"The expiration, cancellation, forfeiture, or suspension of a board-issued license by operation of law or by order or decision of the board or a court of law, the placement of a license on a retired status, or the voluntary surrender of a license by a licensee shall not deprive the board of jurisdiction to commence or proceed with any investigation of, or action or disciplinary proceeding against, the licensee or to render a decision suspending or revoking the license."

8. Section 4300 of the Code states, in pertinent part:

"(a) Every license issued may be suspended or revoked.

"(b) The board shall discipline the holder of any license issued by the board, whose default has been entered or whose case has been heard by the board and found guilty, by any of the following methods:

"(1) Suspending judgment.

"(2) Placing him or her upon probation.

"(3) Suspending his or her right to practice for a period not exceeding one year,

"(4) Revoking his or her license.

"(5) Taking any other action in relation to disciplining him or her as the board in its discretion may deem proper."

STATUTES AND REGULATIONS

9. Section 4301 of the Code states, in pertinent part:

1 "The board shall take action against any holder of a license who is guilty of unprofessional
2 conduct or whose license has been procured by fraud or misrepresentation or issued by mistake.
3 Unprofessional conduct shall include, but is not limited to, any of the following:

4
5 "(o) Violating or attempting to violate, directly or indirectly, or assisting in or abetting the
6 violation of or conspiring to violate any provision or term of this chapter or of the applicable
7 federal and state laws and regulations governing pharmacy, including regulations established by
8 the board or by any other state or federal regulatory agency."

9
10 10. Section 4105 of the Code states:

11 "(a) All records or other documentation of the acquisition and disposition of
12 dangerous drugs and dangerous devices by any entity licensed by the board shall be
retained on the licensed premises in a readily retrievable form.

13 "(b) The licensee may remove the original records or documentation from the licensed
14 premises on a temporary basis for license-related purposes. However, a duplicate set
of those records or other documentation shall be retained on the licensed premises.

15 "(c) The records required by this section shall be retained on the licensed premises for
16 a period of three years from the date of making.

17 "(d) Any records that are maintained electronically shall be maintained so that the
18 pharmacist-in-charge, the pharmacist on duty if the pharmacist-in-charge is not on
duty, or, in the case of a veterinary food-animal drug retailer or wholesaler, the
19 designated representative on duty, shall, at all times during which the licensed
premises are open for business, be able to produce a hard copy and electronic copy of
all records of acquisition or disposition or other drug or dispensing-related records
maintained electronically.

20 "(e)(1) Notwithstanding subdivisions (a), (b), and (c), the board, may upon written
21 request, grant to a licensee a waiver of the requirements that the records described in
22 subdivisions (a), (b), and (c) be kept on the licensed premises.

23 "(e)(2) A waiver granted pursuant to this subdivision shall not affect the board's
24 authority under this section or any other provision of this chapter."

25 11. California Code of Regulations, title 16, section 1713 states:

26 "(a) Except as otherwise provided in this Division, no licensee shall participate in any
27 arrangement or agreement, whereby prescriptions, or prescription medications, may
be left at, picked up from, accepted by, or delivered to any place not licensed as a
retail pharmacy.

28 "(b) A licensee may pick up prescriptions at the office or home of the prescriber or
pick up or deliver prescriptions or prescription medications at the office of or a

1 residence designated by the patient or at the hospital, institution, medical office or
2 clinic at which the patient receives health care services. In addition, the Board may, in
3 its sole discretion, waive application of subdivision (a) for good cause shown.

4 "(c) A patient or the patient's agent may deposit a prescription in a secure container
5 that is at the same address as the licensed pharmacy premises. The pharmacy shall be
6 responsible for the security and confidentiality of the prescriptions deposited in the
7 container.

8 "(d) A pharmacy may use an automated delivery device to deliver previously
9 dispensed prescription medications provided:

10 "(1) Each patient using the device has chosen to use the device and signed a
11 written consent form demonstrating his or her informed consent to do so.

12 "(2) A pharmacist has determined that each patient using the device meets
13 inclusion criteria for use of the device established by the pharmacy prior to
14 delivery of prescription medication to the patient.

15 "(3) The device has a means to identify each patient and only release that
16 patient's prescription medications.

17 "(4) The pharmacy does not use the device to deliver previously dispensed
18 prescription medications to any patient if a pharmacist determines that such
19 patient requires counseling as set forth in section 1707.2(a)(2).

20 "(5) The pharmacy provides an immediate consultation with a pharmacist,
21 either in-person or via telephone, upon the request of a patient.

22 "(6) The device is located adjacent to the secure pharmacy area.

23 "(7) The device is secure from access and removal by unauthorized
24 individuals.

25 "(8) The pharmacy is responsible for the prescription medications stored in
26 the device.

27 "(9) Any incident involving the device where a complaint, delivery error, or
28 omission has occurred shall be reviewed as part of the pharmacy's quality
assurance program mandated by Business and Professions Code section
4125.

"(10) The pharmacy maintains written policies and procedures pertaining to
the device as described in subdivision (e).

"(e) Any pharmacy making use of an automated delivery device as permitted by
subdivision (d) shall maintain, and on an annual basis review, written policies and
procedures providing for:

"(1) Maintaining the security of the automated delivery device and the
dangerous drugs within the device.

"(2) Determining and applying inclusion criteria regarding which
medications are appropriate for placement in the device and for which
patients, including when consultation is needed.

1 "(3) Ensuring that patients are aware that consultation with a pharmacist is
2 available for any prescription medication, including for those delivered via
3 the automated delivery device.

4 "(4) Describing the assignment of responsibilities to, and training of,
5 pharmacy personnel regarding the maintenance and filing procedures for the
6 automated delivery device.

7 "(5) Orienting participating patients on use of the automated delivery device,
8 notifying patients when expected prescription medications are not available
9 in the device, and ensuring that patient use of the device does not interfere
10 with delivery of prescription medications.

11 "(6) Ensuring the delivery of medications to patients in the event the device
12 is disabled or malfunctions.

13 "(f) Written policies and procedures shall be maintained at least three years beyond
14 the last use for an automated delivery device.

15 "(g) For the purposes of this section only, 'previously-dispensed prescription
16 medications' are those prescription medications that do not trigger a non-discretionary
17 duty to consult under section 1707.2(b)(1), because they have been previously
18 dispensed to the patient by the pharmacy in the same dosage form, strength, and with
19 the same written directions."

20 12. California Code of Regulations, title 16, section 1717.4 states:

21 "(a) Except as otherwise prohibited by law, prescriptions may be transmitted by
22 electronic means from the prescriber to the pharmacy.

23 "(b) An electronically transmitted prescription which meets the requirements of this
24 regulation shall be deemed to be a prescription within the meaning of Business and
25 Professions Code section 4040.

26 "(c) An electronically transmitted prescription order shall include the name and
27 address of the prescriber, a telephone number for oral confirmation, date of
28 transmission and the identity of the recipient, as well as any other information
29 required by federal or state law or regulations. The prescriber's address, license
30 classification and federal registry number may be omitted if they are on file and
31 readily retrievable in the receiving pharmacy.

32 "(d) An 'interim storage device' means as electronic file into which a prescription is
33 entered for later retrieval by an authorized individual. Any interim storage device
34 shall, in addition to the above information, record and maintain the date of entry
35 and/or receipt of the prescription order, date of transmission from the interim storage
36 device and identity of the recipient of such transmission. The interim storage device
37 shall be maintained so as to ensure against unauthorized access and use of
38 prescription information, including dispensing information.

39 "(e) A pharmacy receiving an electronic image transmission prescription shall either
40 receive the prescription in hard copy form or have the capacity to retrieve a hard copy
41 facsimile of the prescription from the pharmacy's computer memory. Any hard copy
42 of a prescription shall be maintained on paper of permanent quality.

43 "(f) An electronically transmitted prescription shall be transmitted only to the
44 pharmacy of the patient's choice. This requirement shall not apply to orders for

1 medications to be administered in an acute care hospital.

2 "(g) Electronic equipment for transmitting prescriptions (or electronic transmittal
3 technology) shall not be supplied or used so as to violate or circumvent Business and
4 Professions Code section 4000 et seq., Health and Safety Code section 11150 et seq.,
5 or any regulations of the board.

6 "(h) Any person who transmits, maintains or receives any prescription or prescription
7 refill, orally, in writing or electronically, shall ensure the security, integrity,
8 authenticity, and confidentiality of the prescription and any information contained
9 therein."

10 COST RECOVERY

11 13. Section 125.3 of the Code states, in pertinent part, that the Board may request the
12 administrative law judge to direct a licensee found to have committed a violation or violations of
13 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
14 enforcement of the case.

15 RELEVANT BACKGROUND FACTS

16 14. In April 2013, Respondent Amos, who was then the Director of Pharmacy for Kern
17 Medical Center, had multiple communications with a Board Inspector regarding the propriety of a
18 delivery service delivering medications from a pharmacy to a central location that was not a
19 licensed pharmacy. Kern County was looking for a way to deliver medications from Kern
20 Medical Center's two outpatient pharmacies, i.e., Respondent KMC dba Kern Medical Center
21 Campus Pharmacy and KMC dba Sagebrush Medical Plaza Pharmacy, to Kern County employees
22 who received insurance through the Kern Legacy Health Plan. On April 19, 2013, the Board
23 Inspector advised Respondent Amos that there was no pharmacy law that allowed for this conduct
24 without a waiver from the Board of Pharmacy.

25 15. Despite the admonishment from the Board Inspector, in July 2013, Respondent Amos
26 sent an internal email in which she stated that the "current practice of having a courier deliver to
27 the downtown site is allowed – no exception required. Having our clients pick up their
28 prescriptions from the courier is allowed – no exception required."

16. In August 2014, the Board Inspector learned for the first time that in July 2013, the
Kern Legacy Health Plan had established a prescription medication pick-up and drop-off location

1 for its members operated by Kern Medical Center at the County Administration Building located
2 at 1115 Truxtun Avenue in Bakersfield, California.

3 17. On August 11, 2014, the Board Inspector sent an email to the Kern Legacy Health
4 Plan stating that Respondent Amos had been advised that the pharmacy law did not permit the
5 delivery of medication to the location in question.

6 18. On August 12, 2014, Kern County Interim Senior Outpatient Pharmacist Jeremiah
7 Joson responded to the Board Inspector. Mr. Joson indicated that he believed that the Board had
8 given Kern Medical Center permission to run the delivery service, but he was unable to produce
9 any evidence of such permission. Mr. Joson stated that the delivery service operated by having
10 either Respondent KMC dba Kern Medical Center Campus Pharmacy or KMC dba Sagebrush
11 Medical Plaza Pharmacy send a pharmacy technician to the County Administration Building to
12 meet a patient and the deliver the medication.

13 19. On August 15, 2014, the Board Inspector spoke on the phone with Kern Medical
14 Center Chief Operating Officer Jared Leavitt. Mr. Leavitt described the delivery service as only
15 for employees of the County Administration Building. He further explained that there was an
16 office location staffed with a pharmacy technician and that patients would pick up medications at
17 scheduled times, which had been coordinated by the pharmacy technician. He also stated that the
18 pharmacy technician faxed prescriptions from that office to either Respondent KMC dba Kern
19 Medical Center Campus Pharmacy or KMC dba Sagebrush Medical Plaza Pharmacy.

20 20. Also on August 15, 2014, after verifying there was no Board licensed facility at the
21 Kern County Administration Building where the Kern Legacy Office was located, the Board
22 Inspector visited that location where the "pick-ups" and "drop-offs" occurred. The Inspector
23 observed an office with a glass front with the signage "Kern Legacy Health Plan." There was a
24 pharmacy technician in the check-in area of the office. The technician indicated that patients
25 would complete a "Patient Intake Form" which authorized either Respondent KMC dba Kern
26 Medical Center Campus Pharmacy or KMC dba Sagebrush Medical Plaza Pharmacy to deliver
27 filled prescriptions to the site. The technician would also schedule delivery times and the delivery
28 person would give the filled prescriptions one at a time to the patients in the office area. The

1 technician would also accept hard copies of prescriptions and fax the prescriptions to either of the
2 two pharmacies. She would store the prescriptions in a locked "bank bag" until they were picked
3 up by the pharmacies. The technician indicated that any Kern Legacy Health Plan member could
4 use the delivery service, not just people who worked at the County Administration Building, as
5 Mr. Leavitt had indicated.

6 21. While the Board Inspector was visiting the Kern Legacy Health Plan Office, she
7 observed numerous pharmacy records that were stored in the office. The Board Inspector
8 searched a three drawer unlocked file cabinet and counted 1660 records of transactions, including
9 995 copies of prescriptions. Records for Respondent KMC dba Kern Medical Center Campus
10 Pharmacy included copies of new prescriptions for controlled substances, requests for transfers of
11 prescriptions, prescriptions for patients who belonged to a health plan other than Kern Legacy
12 Health Plan, and a copy of a facsimile cover sheet from a physician's office indicating that
13 prescriptions were being faxed to the Kern Legacy Health Plan Office.

14 22. On September 15, 2014, the Board Inspector received a statement from Respondent
15 Amos in which she acknowledged that she established the pharmacy pick-up and drop off service
16 at the Kern Legacy Health Plan Office at the County Administration Building

17 **FIRST CAUSE FOR DISCIPLINE**

18 **(Unauthorized Receipt and Delivery of Prescriptions and Prescription Medication)**

19 23. Respondent KMC dba Kern Medical Center Campus Pharmacy, Respondent KCHA
20 dba Kern Medical Center Campus Pharmacy, Respondent Jolliff, and Respondent Amos are
21 subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with
22 California Code of Regulations, title 16, section 1713, subdivision (a), on the grounds of
23 unprofessional conduct in that Respondent KMC dba Kern Medical Center Campus Pharmacy,
24 located at 2014 College Street in Bakersfield, California, established an unlicensed central
25 delivery location, i.e., the Kern Legacy Health Plan Office, located at 1115 Truxtun Avenue in
26 Bakersfield, California. Between July 2013 and August 2014, Respondent KMC dba Kern
27 Medical Center Campus Pharmacy and KMC dba Sagebrush Medical Plaza Pharmacy delivered
28 prescriptions to Kern Legacy Health Plan members, who picked up their prescriptions at an

1 assigned time at the Kern Legacy Health Plan Office, which was not licensed as a retail pharmacy.
2 The Kern Legacy Health Plan Office also accepted and received original prescriptions brought in
3 by patients and faxed the prescriptions to Respondent KMC dba Kern Medical Center Campus
4 Pharmacy and KMC dba Sagebrush Medical Plaza Pharmacy. The original prescriptions were
5 kept at the Kern Legacy Health Plan Office until they were delivered to Respondent KMC dba
6 Kern Medical Center Campus Pharmacy and KMC dba Sagebrush Medical Plaza Pharmacy. The
7 Kern Legacy Health Plan Office also faxed copies of patient prescription and patient profiles from
8 other pharmacies to Respondent KMC dba Kern Medical Center Campus Pharmacy and KMC
9 dba Sagebrush Medical Plaza Pharmacy with a request for a prescription transfer. Respondent
10 Jolliff was the PIC of Respondent KMC dba Kern Medical Center Campus Pharmacy while this
11 conduct occurred. Respondent Amos established the pharmacy pick-up and drop off service at the
12 Kern Legacy Health Plan. Complainant incorporates by reference Paragraphs 13 through 22 as
13 though fully set forth herein.

14 SECOND CAUSE FOR DISCIPLINE

15 **(Unauthorized Deposit of a Prescription)**

16 24. Respondent KMC dba Kern Medical Center Campus Pharmacy, Respondent KCHA
17 dba Kern Medical Center Campus Pharmacy, Respondent Jolliff, and Respondent Amos are
18 subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with
19 California Code of Regulations, title 16, section 1713, subdivision (c), on the grounds of
20 unprofessional conduct in that Respondent KMC dba Kern Medical Center Campus Pharmacy
21 established a process whereby prescription documents were deposited at the Kern Legacy Plan
22 Health Office, which is an unsecured, unlicensed location, and then the prescriptions were
23 accepted by Respondent KMC dba Kern Medical Center Campus Pharmacy and KMC dba
24 Sagebrush Medical Plaza Pharmacy, as valid prescriptions. Respondent Jolliff was the PIC of
25 Respondent KMC dba Kern Medical Center Campus Pharmacy, while this conduct occurred.
26 Respondent Amos created and established this process. Complainant incorporates by reference
27 Paragraphs 13 through 22 as though fully set forth herein.

28 ///

1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Unauthorized Electronic Transmission of Prescriptions)**

3 25. Respondent KMC dba Kern Medical Center Campus Pharmacy, Respondent KCHA
4 dba Kern Medical Center Campus Pharmacy, Respondent Jolliff, and Respondent Amos are
5 subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with
6 California Code of Regulations, title 16, section 1717.4, subdivision (a), on the grounds of
7 unprofessional conduct in that Respondent KMC dba Kern Medical Center Campus Pharmacy
8 established an unlicensed, off-site location at the Kern Legacy Health Plan Office, which not only
9 faxed hard copies of physician prescriptions to Respondent KMC dba Kern Medical Center
10 Campus Pharmacy, but also received faxed copies of prescriptions from physicians and faxed
11 those copies to Respondent KMC dba Kern Medical Center Campus Pharmacy. Respondent
12 Jolliff was the PIC of Respondent KMC dba Kern Medical Center Campus Pharmacy, while this
13 conduct occurred. Respondent Amos established the pharmacy pick-up and drop off service at the
14 Kern Legacy Health Plan Office, which received faxed prescriptions and faxed prescriptions to
15 Respondent KMC dba Kern Medical Center Campus Pharmacy. Complainant incorporates by
16 reference Paragraphs 13 through 22 as though fully set forth herein.

17 **FOURTH CAUSE FOR DISCIPLINE**

18 **(Storage of Pharmacy Records at an Unlicensed Location)**

19 26. Respondent KMC dba Kern Medical Center Campus Pharmacy, Respondent KCHA
20 dba Kern Medical Center Campus Pharmacy, Respondent Jolliff, and Respondent Amos are
21 subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with Code
22 section 4105, subdivision (a), on the grounds of unprofessional conduct in that Respondent KMC
23 dba Kern Medical Center Campus Pharmacy retained records of acquisition and disposition of
24 dangerous drugs at an unlicensed location, the Kern Legacy Health Plan Office. Respondent
25 Jolliff was the PIC of Respondent KMC dba Kern Medical Center Campus Pharmacy while this
26 conduct occurred. Respondent Amos created and established this process. Complainant
27 incorporates by reference Paragraphs 13 through 22 as though fully set forth herein.

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1 DISCIPLINE CONSIDERATIONS

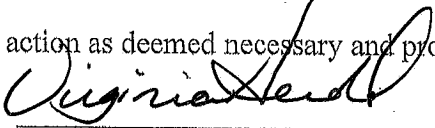
2 27. To determine the degree of discipline, if any, to be imposed on Respondent Jolliff,
3 Complainant alleges that on or about February 1, 2010, in a prior action, the Board of Pharmacy
4 issued Citation Number CI 2009 43272 to Respondent Jolliff for violating Code section 4104,
5 subdivision (c)(2) [failure to report employee impairment and dangerous drug theft] and ordered
6 Respondent Jolliff to pay a \$1,000 fine. That Citation is now final and is incorporated by
7 reference as though fully set forth herein.

8 PRAYER

9 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
10 and that following the hearing, the Board issue a decision:

- 11 1. Revoking or suspending Hospital Pharmacy License Number PHE 44938, issued to
12 KMC dba Kern Medical Center Campus Pharmacy;
- 13 2. Revoking or suspending Original Permit Number PHE 54462, issued to KCHA dba
14 Kern Medical Center Campus Pharmacy;
- 15 3. Revoking or suspending Pharmacist License Number RPH 60682, issued to Taryn
16 Adale Jolliff;
- 17 4. Revoking or suspending Pharmacist License Number RPH 36840, issued to Aniece
18 Louise Amos;
- 19 5. Ordering KMC dba Kern Medical Center Campus Pharmacy, KCHA dba Kern
20 Medical Center Campus Pharmacy Taryn Adale Jolliff, and Aniece Louise Amos to pay the Board
21 the reasonable costs of the investigation and enforcement of this case, pursuant to Business and
22 Professions Code section 125.3; and,
- 23 6. Taking such other and further action as deemed necessary and proper.

24 DATED: 10/30/17


VIRGINIA HEROLD
Executive Officer
Board of Pharmacy
Department of Consumer Affairs
State of California
Complainant

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28

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3 MICHAEL A. CACCIOTTI
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6 Facsimile: (213) 897-2804

7 *Attorneys for Complainant*

8 **BEFORE THE**
9 **BOARD OF PHARMACY**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 5553

13 **KERN MEDICAL CENTER DBA**
14 **SAGEBRUSH MEDICAL PLAZA**
15 **PHARMACY**
1111 Columbus Avenue
Bakersfield, CA 93305

FIRST AMENDED ACCUSATION

16 Hospital Pharmacy Permit No. PHE 40876,

17 **KERN COUNTY HOSPITAL**
18 **AUTHORITY DBA SAGEBRUSH**
19 **MEDICAL PLAZA PHARMACY**
1111 Columbus Avenue
Bakersfield, CA 93305

20 Hospital Pharmacy Permit No. PHE 54461

21 **ANGELA MARIE TORRES**
11501 Valley Forge Way
Bakersfield, CA 93312

22 Pharmacist License No. RPH 55644,

23 and

24 **ANIECE LOUISE AMOS**
555 Fairbanks St.
Corona, CA 92879

25 Pharmacist License No. RPH 36840

26 Respondents.
27
28

1 Complainant alleges:

2 PARTIES

3 1. Virginia Herold ("Complainant") brings this First Amended Accusation solely in her
4 official capacity as the Executive Officer of the Board of Pharmacy, Department of Consumer
5 Affairs.

6 2. On or about August 18, 1995, the Board of Pharmacy ("Board") issued Original
7 Permit Number PHE 40876 to Kern Medical Center dba Sagebrush Medical Plaza Pharmacy
8 ("Respondent KMC dba Sagebrush Medical Plaza Pharmacy"). The Hospital Pharmacy Permit
9 was in full force and effect at all times relevant to the charges brought herein and was canceled on
10 July 1, 2016 pursuant to a change of ownership.¹

11 3. On or about July 1, 2016, the Board issued Original Permit Number PHE 54461 to
12 Kern County Hospital Authority dba Sagebrush Medical Plaza Pharmacy ("Respondent KCHA
13 dba Sagebrush Medical Plaza Pharmacy"). The Original Permit Number was in full force and
14 effect at all times relevant to the charges brought herein and will expire on November 1, 2017,
15 unless renewed.

16 4. On or about July 12, 2004, the Board issued Pharmacist License Number RPH 55644
17 to Angela Marie Torres ("Respondent Torres"). Between May 1, 2013 and September 11, 2014,
18 Respondent Torres was the Pharmacist-in-Charge of Respondent KMC dba Sagebrush Medical
19
20

21 ¹ Pursuant to Kern County Hospital Authority Act (Health & Safety Code, § 101852 et
22 seq.) the California Legislature authorized the County of Kern ("County") to establish the Kern
23 County Hospital Authority ("Authority") and to transfer the ownership, control, management, and
24 operation of Kern Medical Center ("KMC") and certain pharmacies operated by KMC to the
25 Authority. On October 6, 2015 the Kern County Board of Supervisors enacted Ordinance No. A-
26 356 as amended, that adds Chapter 2.170 to Title 2 of the Ordinance Code of the County of Kern
27 ("Ordinance") concerning, and which created, the Authority. The Ordinance was effective on
28 November 6, 2015. On July 1, 2016, the ownership, control, management, and operation of KMC
and certain pharmacies (including KMC Campus Pharmacy and Sagebrush Medical Plaza
Pharmacy) were transferred from the County to the Authority. The Authority is a public entity
that is a local unit of government separate and apart from the County of Kern and any other public
entity. As specified in various agreements and related documents approved by legal counsel for
the County, the County shall guarantee the payment by the Authority of liabilities the Authority
assumes for obligations incurred by the County during its ownership and operation of the KMC.

1 Plaza Pharmacy. The Pharmacist License was in full force and effect at all times relevant to the
2 charges brought herein and will expire on December 31, 2017, unless renewed.

3 5. On or about January 25, 1982, the Board issued Pharmacist License Number RPH
4 36840 to Aniece Louise Amos ("Respondent Amos"). The Pharmacist License was in full force
5 and effect at all times relevant to the charges brought herein and will expire on December 31,
6 2017, unless renewed.

7 JURISDICTION

8 6. This First Amended Accusation is brought before the Board under the authority of the
9 following laws. All section references are to the Business and Professions Code unless otherwise
10 indicated.

11 7. Section 4300.1 of the Code states:

12 "The expiration, cancellation, forfeiture, or suspension of a board-issued license by
13 operation of law or by order or decision of the board or a court of law, the placement of a license
14 on a retired status, or the voluntary surrender of a license by a licensee shall not deprive the board
15 of jurisdiction to commence or proceed with any investigation of, or action or disciplinary
16 proceeding against, the licensee or to render a decision suspending or revoking the license."

17 8. Section 4300 of the Code states, in pertinent part:

18 "(a) Every license issued may be suspended or revoked.

19 "(b) The board shall discipline the holder of any license issued by the board, whose default
20 has been entered or whose case has been heard by the board and found guilty, by any of the
21 following methods:

22 "(1) Suspending judgment.

23 "(2) Placing him or her upon probation.

24 "(3) Suspending his or her right to practice for a period not exceeding one year.

25 "(4) Revoking his or her license.

26 "(5) Taking any other action in relation to disciplining him or her as the board in its
27 discretion may deem proper."

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1 retail pharmacy.

2 "(b) A licensee may pick up prescriptions at the office or home of the prescriber or
3 pick up or deliver prescriptions or prescription medications at the office of or a
4 residence designated by the patient or at the hospital, institution, medical office or
5 clinic at which the patient receives health care services. In addition, the Board may, in
6 its sole discretion, waive application of subdivision (a) for good cause shown.

7 "(c) A patient or the patient's agent may deposit a prescription in a secure container
8 that is at the same address as the licensed pharmacy premises. The pharmacy shall be
9 responsible for the security and confidentiality of the prescriptions deposited in the
10 container.

11 "(d) A pharmacy may use an automated delivery device to deliver previously
12 dispensed prescription medications provided:

13 "(1) Each patient using the device has chosen to use the device and signed a
14 written consent form demonstrating his or her informed consent to do so.

15 "(2) A pharmacist has determined that each patient using the device meets
16 inclusion criteria for use of the device established by the pharmacy prior to
17 delivery of prescription medication to the patient.

18 "(3) The device has a means to identify each patient and only release that
19 patient's prescription medications.

20 "(4) The pharmacy does not use the device to deliver previously dispensed
21 prescription medications to any patient if a pharmacist determines that such
22 patient requires counseling as set forth in section 1707.2(a)(2).

23 "(5) The pharmacy provides an immediate consultation with a pharmacist,
24 either in-person or via telephone, upon the request of a patient.

25 "(6) The device is located adjacent to the secure pharmacy area.

26 "(7) The device is secure from access and removal by unauthorized
27 individuals.

28 "(8) The pharmacy is responsible for the prescription medications stored in
the device.

"(9) Any incident involving the device where a complaint, delivery error, or
omission has occurred shall be reviewed as part of the pharmacy's quality
assurance program mandated by Business and Professions Code section
4125.

"(10) The pharmacy maintains written policies and procedures pertaining to
the device as described in subdivision (e).

"(e) Any pharmacy making use of an automated delivery device as permitted by
subdivision (d) shall maintain, and on an annual basis review, written policies and
procedures providing for:

"(1) Maintaining the security of the automated delivery device and the
dangerous drugs within the device.

1 "(2) Determining and applying inclusion criteria regarding which
2 medications are appropriate for placement in the device and for which
3 patients, including when consultation is needed.

4 "(3) Ensuring that patients are aware that consultation with a pharmacist is
5 available for any prescription medication, including for those delivered via
6 the automated delivery device.

7 "(4) Describing the assignment of responsibilities to, and training of,
8 pharmacy personnel regarding the maintenance and filing procedures for the
9 automated delivery device.

10 "(5) Orienting participating patients on use of the automated delivery device,
11 notifying patients when expected prescription medications are not available
12 in the device, and ensuring that patient use of the device does not interfere
13 with delivery of prescription medications.

14 "(6) Ensuring the delivery of medications to patients in the event the device
15 is disabled or malfunctions.

16 "(f) Written policies and procedures shall be maintained at least three years beyond
17 the last use for an automated delivery device.

18 "(g) For the purposes of this section only, 'previously-dispensed prescription
19 medications' are those prescription medications that do not trigger a non-discretionary
20 duty to consult under section 1707.2(b)(1), because they have been previously
21 dispensed to the patient by the pharmacy in the same dosage form, strength, and with
22 the same written directions."

23 12. California Code of Regulations, title 16, section 1717.4 states:

24 "(a) Except as otherwise prohibited by law, prescriptions may be transmitted by
25 electronic means from the prescriber to the pharmacy.

26 "(b) An electronically transmitted prescription which meets the requirements of this
27 regulation shall be deemed to be a prescription within the meaning of Business and
28 Professions Code section 4040.

 "(c) An electronically transmitted prescription order shall include the name and
 address of the prescriber, a telephone number for oral confirmation, date of
 transmission and the identity of the recipient, as well as any other information
 required by federal or state law or regulations. The prescriber's address, license
 classification and federal registry number may be omitted if they are on file and
 readily retrievable in the receiving pharmacy.

 "(d) An 'interim storage device' means as electronic file into which a prescription is
 entered for later retrieval by an authorized individual. Any interim storage device
 shall, in addition to the above information, record and maintain the date of entry
 and/or receipt of the prescription order, date of transmission from the interim storage
 device and identity of the recipient of such transmission. The interim storage device
 shall be maintained so as to ensure against unauthorized access and use of
 prescription information, including dispensing information.

 "(e) A pharmacy receiving an electronic image transmission prescription shall either
 receive the prescription in hard copy form or have the capacity to retrieve a hard copy
 facsimile of the prescription from the pharmacy's computer memory. Any hard copy

of a prescription shall be maintained on paper of permanent quality.

"(f) An electronically transmitted prescription shall be transmitted only to the pharmacy of the patient's choice. This requirement shall not apply to orders for medications to be administered in an acute care hospital.

"(g) Electronic equipment for transmitting prescriptions (or electronic transmittal technology) shall not be supplied or used so as to violate or circumvent Business and Professions Code section 4000 et seq., Health and Safety Code section 11150 et seq., or any regulations of the board.

"(h) Any person who transmits, maintains or receives any prescription or prescription refill, orally, in writing or electronically, shall ensure the security, integrity, authenticity, and confidentiality of the prescription and any information contained therein."

COST RECOVERY

13. Section 125.3 of the Code states, in pertinent part, that the Board may request the administrative law judge to direct a licensee found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

RELEVANT BACKGROUND FACTS

14. In April 2013, Respondent Amos, who was then the Director of Pharmacy for Kern Medical Center, had multiple communications with a Board Inspector regarding the propriety of a delivery service delivering medications from a pharmacy to a central location that was not a licensed pharmacy. Kern County was looking for a way to deliver medications from Kern Medical Center's two outpatient pharmacies, i.e., Respondent KMC dba Sagebrush Medical Plaza Pharmacy and KMC dba Campus Pharmacy, to Kern County employees who received insurance through the Kern Legacy Health Plan. On April 19, 2013, the Board Inspector advised Respondent Amos that there was no pharmacy law that allowed for this conduct without a waiver from the Board of Pharmacy.

15. Despite the admonishment from the Board Inspector, in July 2013, Respondent Amos sent an internal email in which she stated that the "current practice of having a courier deliver to the downtown site is allowed – no exception required. Having our clients pick up their prescriptions from the courier is allowed – no exception required."

1 16. In August 2014, the Board Inspector learned for the first time that in July 2013, the
2 Kern Legacy Health Plan had established a prescription medication pick-up and drop-off location
3 for its members operated by Kern Medical Center at the County Administration Building located
4 at 1115 Truxtun Avenue in Bakersfield, California.

5 17. On August 11, 2014, the Board Inspector sent an email to the Kern Legacy Health
6 Plan stating that Respondent Amos had been advised that the pharmacy law did not permit the
7 delivery of medication to the location in question.

8 18. On August 12, 2014, Kern County Interim Senior Outpatient Pharmacist Jeremiah
9 Joson responded to the Board Inspector. Mr. Joson indicated that he believed that the Board had
10 given Kern Medical Center permission to run the delivery service, but he was unable to produce
11 any evidence of such permission. Mr. Joson stated that the delivery service operated by having
12 either Respondent KMC dba Sagebrush Medical Plaza Pharmacy or KMC dba Campus Pharmacy
13 send a pharmacy technician to the County Administration Building to meet a patient and the
14 deliver the medication.

15 19. On August 15, 2014, the Board Inspector spoke on the phone with Kern Medical
16 Center Chief Operating Officer Jared Leavitt. Mr. Leavitt described the delivery service as only
17 for employees of the County Administration Building. He further explained that there was an
18 office location staffed with a pharmacy technician and that patients would pick up medications at
19 scheduled times, which had been coordinated by the pharmacy technician. He also stated that the
20 pharmacy technician faxed prescriptions from that office to either Respondent KMC dba
21 Sagebrush Medical Plaza Pharmacy or KMC dba Campus Pharmacy.

22 20. Also on August 15, 2014, the Board Inspector visited the location at the County
23 Administration Building where the pick-ups and drop-offs occurred. The Inspector observed an
24 office with a glass front with the signage "Kern Legacy Health Plan." There was a pharmacy
25 technician in the check-in area of the office. The technician indicated that patients would
26 complete a "Patient Intake Form" which authorized either Respondent KMC dba Sagebrush
27 Medical Plaza Pharmacy or KMC dba Campus Pharmacy to deliver filled prescriptions to the site.
28 The technician would also schedule delivery times and the delivery person would give the filled

1 prescriptions one at a time to the patients in the office area. The technician would also accept
2 hard copies of prescriptions and fax the prescriptions to either of the two pharmacies. She would
3 store the prescriptions in a locked "bank bag" until they were picked up by the pharmacies. The
4 technician indicated that any Kern Legacy Health Plan member could use the delivery service, not
5 just people who worked at the County Administration Building, as Mr. Leavitt had indicated.

6 21. While the Board Inspector was visiting the Kern Legacy Health Plan Office, she
7 observed numerous pharmacy records that were stored in the office. The Board Inspector
8 searched a three drawer unlocked file cabinet and counted 1660 records of transactions, including
9 995 copies of prescriptions. Records for Respondent KMC dba Sagebrush Medical Plaza
10 Pharmacy included copies of new prescriptions for controlled substances, requests for transfers of
11 prescriptions, and a copy of a facsimile cover sheet to Respondent KMC dba Sagebrush Medical
12 Plaza Pharmacy from "KLHP Pharmacy" (Kern Legacy Health Plan Pharmacy, which is an
13 unlicensed entity).

14 22. On September 15, 2014, the Board Inspector received a statement from Respondent
15 Amos in which she acknowledged that she developed the plan to create the Kern Legacy Health
16 Plan Office at the County Administration Building and the prescription pick-up and drop-off
17 service.

18 FIRST CAUSE FOR DISCIPLINE

19 **(Unauthorized Receipt and Delivery of Prescriptions and Prescription Medication)**

20 23. Respondent KMC dba Sagebrush Medical Plaza Pharmacy, Respondent KCHA dba
21 Sagebrush Medical Plaza Pharmacy, Respondent Torres, and Respondent Amos are subject to
22 disciplinary action under Code section 4301, subdivision (o), in conjunction with California Code
23 of Regulations, title 16, section 1713, subdivision (a), on the grounds of unprofessional conduct in
24 that Respondent Amos created a central delivery to an unlicensed location in the Kern Legacy
25 Health Plan Office, located at 1115 Truxtun Avenue in Bakersfield, California. Between July
26 2013 and August 2014, Respondent KMC dba Sagebrush Medical Plaza Pharmacy delivered
27 prescriptions to Kern Legacy Health Plan members, who picked up their prescriptions at an
28 assigned time at the Kern Legacy Health Plan Office, which was not licensed as a retail pharmacy.

1 The Kern Legacy Health Plan Office also accepted and received original prescriptions brought in
2 by patients and faxed the prescriptions to Respondent KMC dba Sagebrush Medical Plaza
3 Pharmacy. The original prescriptions were kept at the Kern Legacy Health Plan Office until they
4 were delivered to Respondent KMC dba Sagebrush Medical Plaza Pharmacy. The Kern Legacy
5 Health Plan Office also faxed copies of patient prescription and patient profiles from other
6 pharmacies to Respondent KMC dba Sagebrush Medical Plaza Pharmacy with a request for a
7 prescription transfer. Respondent Torres was the PIC of Respondent KMC dba Sagebrush
8 Medical Plaza Pharmacy while this conduct occurred. Respondent Amos created the pickup and
9 delivery process at the Kern Legacy Health Plan Office. Complainant incorporates by reference
10 Paragraphs 13 through 21 as though fully set forth herein.

11 **SECOND CAUSE FOR DISCIPLINE**

12 **(Unauthorized Deposit of Prescription)**

13 24. Respondent KMC dba Sagebrush Medical Plaza Pharmacy, Respondent KCHA dba
14 Sagebrush Medical Plaza Pharmacy, Respondent Torres, and Respondent Amos are subject to
15 disciplinary action under Code section 4301, subdivision (o), in conjunction with California Code
16 of Regulations, title 16, section 1713, subdivision (c), on the grounds of unprofessional conduct in
17 that Respondent KMC dba Sagebrush Medical Plaza Pharmacy established a process whereby
18 prescription documents were deposited at the Kern Legacy Plan Health Office, which is an
19 unsecured, unlicensed location, and then the prescriptions were accepted by Respondent KMC
20 dba Sagebrush Medical Plaza Pharmacy as valid prescriptions. Respondent Torres was the PIC of
21 Respondent KMC dba Sagebrush Medical Plaza Pharmacy while this conduct occurred.
22 Respondent Amos created and established this process. Complainant incorporates by reference
23 Paragraphs 13 through 21 as though fully set forth herein.

24 **THIRD CAUSE FOR DISCIPLINE**

25 **(Unauthorized Electronic Transmission of Prescriptions)**

26 25. Respondent KMC dba Sagebrush Medical Plaza Pharmacy, Respondent KCHA dba
27 Sagebrush Medical Plaza Pharmacy, Respondent Torres, and Respondent Amos are subject to
28 disciplinary action under Code section 4301, subdivision (o), in conjunction with California Code

1 of Regulations, title 16, section 1717.4, subdivision (a), on the grounds of unprofessional conduct
2 in that Respondent KMC dba Sagebrush Medical Plaza Pharmacy established an unlicensed, off-
3 site location at the Kern Legacy Health Plan Office, which faxed hard copies of physician
4 prescriptions to Respondent KMC dba Sagebrush Medical Plaza Pharmacy. Respondent Torres
5 was the PIC of Respondent KMC dba Sagebrush Medical Plaza Pharmacy while this conduct
6 occurred. Respondent Amos created the pickup and delivery process at the Kern Legacy Health
7 Plan Office. Complainant incorporates by reference Paragraphs 13 through 21 as though fully set
8 forth herein.

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Storage of Pharmacy Records at an Unlicensed Location)**

11 26. Respondent KMC dba Sagebrush Medical Plaza Pharmacy, Respondent KCHA dba
12 Sagebrush Medical Plaza Pharmacy, Respondent Torres, and Respondent Amos are subject to
13 disciplinary action under Code section 4301, subdivision (o), in conjunction with Code section
14 4105, subdivision (a), on the grounds of unprofessional conduct in that Respondent KMC dba
15 Sagebrush Medical Plaza Pharmacy retained records of acquisition and disposition of dangerous
16 drugs at an unlicensed location, the Kern Legacy Health Plan Office. Respondent Torres was the
17 PIC of Respondent KMC dba Sagebrush Medical Plaza Pharmacy while this conduct occurred.
18 Respondent Amos created and established this process. Complainant incorporates by reference
19 Paragraphs 13 through 21 as though fully set forth herein.

20 **PRAYER**

21 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
22 and that following the hearing, the Board issue a decision:

- 23 1. Revoking or suspending Original Permit Number PHE 40876, issued to KMC dba
24 Sagebrush Medical Plaza Pharmacy;
- 25 2. Revoking or suspending Original Permit Number PHE 54461, issued to KCHA dba
26 Sagebrush Medical Plaza Pharmacy;
- 27 3. Revoking or suspending Pharmacist License Number RPH 55644, issued to Angela
28 Marie Torres;

1 4. Revoking or suspending Pharmacist License Number RPH 36840, issued to Aniece
2 Louise Amos;

3 5. Ordering KMC dba Sagebrush Medical Plaza Pharmacy, KCHA dba Sagebrush
4 Medical Plaza Pharmacy, Angela Marie Torres, and Aniece Louise Amos to pay the Board the
5 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
6 Professions Code section 125.3; and,

7 6. Taking such other and further action as deemed necessary and proper.

8
9 DATED: _____

10/30/17

Virginia Herold

VIRGINIA HEROLD
Executive Officer
Board of Pharmacy
Department of Consumer Affairs
State of California
Complainant

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