

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

In the Matter of the Accusation Against:

**COMMUNITY MEMORIAL HEALTH SYSTEM DBA OJAI VALLEY
COMMUNITY HOSPITAL, GARY K. WILDE**

OJAI VALLEY COMMUNITY HOSPITAL, Respondent

Hospital Pharmacy License No. HSP 47202

Sterile Compounding License No. LSC 100401

Agency Case No. 6517

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order for Public Repeval 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 May 20, 2020.

It is so ORDERED on April 20, 2020.

BOARD OF PHARMACY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

A handwritten signature in black ink, appearing to read "Greg M. Lippe", is written over a horizontal line.

By

Greg Lippe
Board President

1 XAVIER BECERRA
Attorney General of California
2 SHAWN P. COOK
Supervising Deputy Attorney General
3 MICHELLE NIJM
Deputy Attorney General
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7 *Attorneys for Complainant*

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

12
13 In the Matter of the Accusation Against:

Case No. 6517

14 **COMMUNITY MEMORIAL HEALTH**
SYSTEM DBA OJAI VALLEY
15 **COMMUNITY HOSPITAL, GARY K.**
WILDE
16 **1306 Maricopa Hwy**
Ojai, CA 93023

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

17 **Hospital Pharmacy License No. HSP 47202**
18 **Sterile Compounding License No. LSC**
100401

19
20 Respondent.

21 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
22 entitled proceedings that the following matters are true:

23 **PARTIES**

24 1. Anne Sodergren (Complainant) is the Executive Officer of the Board of Pharmacy
25 (Board). She brought this action solely in her official capacity and is represented in this matter by
26 Xavier Becerra, Attorney General of the State of California, by Michelle Nijm, Deputy Attorney
27 General.
28

2. Respondent Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde (Respondent) is represented in this proceeding by attorney Thomas E. Jeffry.

3. On or about May 17, 2006, the Board issued Hospital Pharmacy License No. HSP 47202 to Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde (Respondent). The Hospital Pharmacy License was in full force and effect at all times relevant to the charges brought in Accusation No. 6517, and will expire on May 1, 2020, unless renewed.

4. On or about June 6, 2014, the Board issued Sterile Compounding License No. LSC 100401 to Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde (Respondent). The Sterile Compounding License was in full force and effect at all times relevant to the charges brought in Accusation No. 6517, and will expire on May 1, 2020, unless renewed.

JURISDICTION

5. Accusation No. 6517 was filed before the Board, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on December 18, 2019. Respondent timely filed its Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 6517 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 6517. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on its own behalf; the right

1 to the issuance of subpoenas to compel the attendance of witnesses and the production of
2 documents; the right to reconsideration and court review of an adverse decision; and all other
3 rights accorded by the California Administrative Procedure Act and other applicable laws.

4 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
5 every right set forth above.

6 **CULPABILITY**

7 10. Respondent admits the truth of each and every charge and allegation in Accusation
8 No. 6517.

9 11. Respondent agrees that its Hospital Pharmacy License is subject to discipline and
10 Respondent agrees to be bound by the Board's imposition of discipline as set forth in the
11 Disciplinary Order below.

12 **CONTINGENCY**

13 12. This stipulation shall be subject to approval by the Board of Pharmacy. Respondent
14 understands and agrees that counsel for Complainant and the staff of the Board of Pharmacy may
15 communicate directly with the Board regarding this stipulation and settlement, without notice to
16 or participation by Respondent or its counsel. By signing the stipulation, Respondent understands
17 and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the
18 time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its
19 Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or
20 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,
21 and the Board shall not be disqualified from further action by having considered this matter.

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

25 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
26 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
27 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
28 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary

Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

15. 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:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Hospital Pharmacy License No. HSP 47202 issued to Respondent Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde shall be publicly reprovved by the Board under Business and Professions Code section 495 in resolution of Accusation No. 5065 (attached as Exhibit A).

IT IS FURTHER ORDERED that Respondent Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde shall comply with the following terms and conditions:

1. **Cost Recovery.** Respondent shall pay fourteen thousand dollars (\$14,601.25) to the Board for its costs associated with investigation and enforcement of this matter. Respondent shall pay this amount in full to the Board prior to February 1, 2021 and shall not be permitted to renew Hospital Pharmacy License No. HSP 47202 until Respondent has paid said costs in full.


2. **Violation of this Agreement.** In the event Respondent fails to comply with any of the foregoing terms and conditions, Respondent understands and agrees that the original Accusation shall be reinstated. Respondent further understands and agrees that the Board may seek discipline against Hospital Pharmacy License No. HSP 47202 on the causes for discipline contained within the original Accusation and for any failure(s) to comply with this Disciplinary Order.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Thomas E. Jeffry. I understand the stipulation and the effect it will have on my Hospital Pharmacy License. I enter into this Stipulated Settlement and Disciplinary

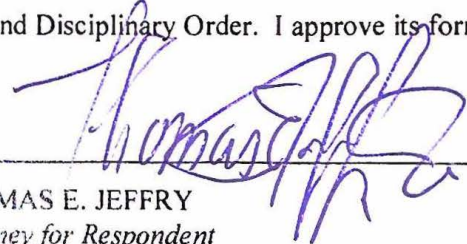
1 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
2 of the Board of Pharmacy.

3
4 DATED: 3-5-2020


COMMUNITY MEMORIAL HEALTH SYSTEM
DBA OJAI VALLEY COMMUNITY HOSPITAL,
GARY K. WILDE
Respondent

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8
9 I have read and fully discussed with Respondent Community Memorial Health System dba
10 Ojai Valley Community Hospital, Gary K. Wilde the terms and conditions and other matters
11 contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and
12 content.

13 DATED: 3-6-2020


THOMAS E. JEFFRY
Attorney for Respondent

16
17 **ENDORSEMENT**

18 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
19 submitted for consideration by the Board of Pharmacy.

20 DATED: _____

Respectfully submitted,

21 XAVIER BECERRA
22 Attorney General of California
23 SHAWN P. COOK
24 Supervising Deputy Attorney General

25 MICHELLE NIJM
26 Deputy Attorney General
27 Attorneys for Complainant

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1 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
2 of the Board of Pharmacy.

3
4 DATED: _____

5 COMMUNITY MEMORIAL HEALTH SYSTEM
6 DBA OJAI VALLEY COMMUNITY HOSPITAL,
7 GARY K. WILDE
8 *Respondent*

9 I have read and fully discussed with Respondent Community Memorial Health System dba
10 Ojai Valley Community Hospital, Gary K. Wilde the terms and conditions and other matters
11 contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and
12 content.

13 DATED: _____

14 THOMAS E. JEFFRY
15 *Attorney for Respondent*


16
17 **ENDORSEMENT**

18 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
19 submitted for consideration by the Board of Pharmacy.

20 DATED: March 9, 2020

Respectfully submitted,

21 XAVIER BECERRA
22 Attorney General of California
23 SHAWN P. COOK
24 Supervising Deputy Attorney General

25 
26 MICHELLE NIIM
27 Deputy Attorney General
28 *Attorneys for Complainant*

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Exhibit A

Accusation No. 6517

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2 THOMAS L. RINALDI
Supervising Deputy Attorney General
3 EMILY Y. WADA
Deputy Attorney General
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Attorneys for Complainant
7

8 **BEFORE THE**
9 **BOARD OF PHARMACY**
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12 In the Matter of the Accusation Against:

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13 **COMMUNITY MEMORIAL HEALTH**
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16 **WILDE**
1306 Maricopa Hwy
Ojai, CA 93023

A C C U S A T I O N

17 **Hospital Pharmacy License No. HSP 47202**
18 **Sterile Compounding License No. LSC**
19 **100401**

Respondent.

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21 Complainant alleges:

22 **PARTIES**

23 1. Anne Sodergren ("Complainant") brings this Accusation solely in her official
24 capacity as the Interim Executive Officer of the Board of Pharmacy, Department of Consumer
25 Affairs.

26 2. On or about May 17, 2006, the Board of Pharmacy issued Hospital Pharmacy License
27 Number HSP 47202 to Community Memorial Health System dba Ojai Valley Community
28 Hospital, Gary K. Wilde ("Respondent"). The Hospital Pharmacy License was in full force and

1 effect at all times relevant to the charges brought herein and will expire on May 1, 2019, unless
2 renewed.

3 3. On or about June 16, 2014, the Board of Pharmacy issued Sterile Compounding
4 License Number LSC 100401 to Respondent. The Sterile Compounding License was in full force
5 and effect at all times relevant to the charges brought herein and will expire on May 1, 2019,
6 unless renewed.

7 **JURISDICTION**

8 4. This Accusation is brought before the Board of Pharmacy ("Board"), Department of
9 Consumer Affairs, under the authority of the following laws. All section references are to the
10 Business and Professions Code ("Code") unless otherwise indicated.

11 5. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
12 surrender, or cancellation of a license shall not deprive the Board, Registrar, or Director of
13 jurisdiction to proceed with a disciplinary action during the period within which the license may
14 be renewed, restored, reissued or reinstated.

15 **STATUTORY PROVISIONS**

16 6. Section 4301 of the Code provides, in pertinent part, that:

17 The board shall take action against any holder of a license who is
18 guilty of unprofessional conduct or whose license has been issued
19 by mistake. Unprofessional conduct shall include, but is not
20 limited to, any of the following:

21
22 (o) Violating or attempting to violate, directly or indirectly, or
23 assisting in or abetting the violation of or conspiring to violate any
24 provision or term of this chapter or of the applicable federal and
25 state laws and regulations governing pharmacy, including
26 regulations established by the board or by any other state or federal
27 regulatory agency.

28 **REGULATORY PROVISIONS**

24 7. California Code of Regulations, title 16, section 1714, subdivision (b) provides that:
25 (b) Each pharmacy licensed by the board shall maintain its
26 facilities, space, fixtures, and equipment so that drugs are safely
27 accommodate the safe practice of pharmacy.

8. California Code of Regulations, title 16, section 1715.6, provides, in pertinent part, that:

The owner shall report to the Board within thirty (30) days of discovery of any loss of the controlled substances, including their

COST RECOVERY

9. Section 125.3 of the Code provides, 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, with failure of the licensee to comply subjecting the license to not being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

DRUG CLASSIFICATIONS

10. Fentanyl is a Schedule II controlled substance as designated by Health and Safety Code section 11055, subdivision (c)(8), and is a dangerous drug pursuant to Code section 4022.

11. Hydromorphone is a Schedule II controlled substance as designated by Health and Safety Code section 11055, subdivision (b)(1)(J), and is a dangerous drug pursuant to Code section 4022.

12. Lorazepam is a Schedule IV controlled substance as designated by Health and Safety Code section 11057, subdivision (d)(16), and is a dangerous drug pursuant to Code section 4022.

13. Morphine is a Schedule II controlled substance as designated by Health and Safety Code section 11055, subdivision (b)(1)(L), and a dangerous drug pursuant to Code section 4022.

FIRST CAUSE FOR DISCIPLINE

(Failure to Report Drug Loss)

14. Respondent is subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with California Code of Regulations, title 16, section 1715.6, on the grounds that Respondent failed to report to the Board a loss of controlled substances to the Board, including their amounts and strengths. The circumstances are as follows:

15. On or around September 17, 2015, Respondent lost approximately 4ml of hydromorphone 2mg.ml syringes and 12ml of Fentanyl 0.05 mg/ml ampule due to employee pilferage. Respondent did not report these losses to the Board as required by law.

SECOND CAUSE FOR DISCIPLINE

(Lack of Operation Standards and Security)

16. Respondent is subject to disciplinary action under Code section 4301, subdivision (o), in conjunction with California Code of Regulations, title 16, section 1714, subdivision (b), on the grounds that Respondent failed to maintain its facility, space, fixtures, and equipment so that drugs were safely and properly prepared, maintained, secured, and distributed. The circumstances are as follows:

17. Between approximately October 1, 2015, and August 23, 2016, one or more employees accessed and tampered with as many as 174 morphine 10mg/0.5ml oral syringes and 36ml lorazepam intensol 2mg/ml oral syringes. The tampering resulted from a variety of factors. For example, although the oral morphine that Respondent purchased from its manufacturer came packaged in tamper resistant bags, Respondent removed the bags prior to loading the drugs in its Pyxis machines.¹ Respondent did not place lorazepam syringes in tamper resistant bags either. Respondent's Pyxis machines were not equipped with cameras. Respondent did not properly secure its Pyxis machines, which could be easily opened by employees by using the "cancel" feature, and Respondent did not properly monitor their usage for loss patterns and suspicious activity on a regular basis.

PRAYER

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

1. Revoking or suspending Hospital Pharmacy License Number HSP 47202, issued to Community Memorial Health System dba Ojai Valley Community Hospital, Gary K. Wilde;

¹ Pyxis is a name brand automated medication dispensing system that supports decentralized medication management.

1 2. Ordering Ojai Valley Community Hospital to pay the Board of Pharmacy the
2 reasonable costs of the investigation and enforcement of this case, pursuant to Business
3 and Professions Code section 125.3; and,

4 3. Taking such other and further action as deemed necessary and proper.
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7 DATED: December 12, 2019
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9 ANNE SODERGREN
10 Interim Executive Officer
11 Board of Pharmacy
12 Department of Consumer Affairs
13 State of California
14 Complainant

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