

were having money problems and were having difficulty in keeping NSIP afloat. Ms. Kinan stated that she was only going to participate in this activity with Mr. Martino until December 2001 until or she reached \$100,000 in profit for NSIP, whichever came first. Ms. Kinan said that she was making approximately 10 to 15 percent of each transaction with Mr. Martino and she estimated that her personal take was between \$100,000 and \$150,000 in addition to what was being made for the pharmacy. Ms. Kinan stated that she used the money to catch up on her bills and her mortgage. She is raising four children alone and was in deep financial debt because of a gambling problem. The Board revoked Ms. Kinan's license and imposed a \$20,000 fine, however will allow her to request reinstatement after six months, rather than the customary year, providing she had sought help for her gambling addiction.

Doris Chavez
Nevada State Institutional Pharmacy

Case No. 01-125B-PT-S
Case No. 01-125C-PH-S

Louis Ling, Board counsel and Tom Pitaro, counsel for Ms. Chavez and NSIP presented a stipulated agreement to the Board. The details of the agreement were that Ms. Chavez would surrender her pharmacy technician registration to the Board and would be allowed 120 days in which to sell or transfer NSIP to another person or entity. It was also agreed that Ms. Chavez not maintain any interest in NSIP and would not sell NSIP to Karen Kinan or Thomas Martino. The Board accepted the stipulated agreement as presented.

Optia Medical (Wholesaler)

Case No. 01-125D-WH-S

Mr. Ling and Sam Benham also worked out a stipulated agreement that was suitable to all parties, and presented it to the Board. The Board of Pharmacy would reinstate Optia Medicals suspended wholesale license and immediately upon reinstatement, Optia Medical will surrender its wholesale license. Upon approval of the stipulated agreement, Optia Medical will have 30 days to dispose of anything still remaining at the Optia Medical facility. Optia Medical shall pay \$40,000 within 15 days of approval of the agreement to the Board of Pharmacy. From that sum, the Boards costs and fees will be deducted and the remainder will be distributed as the Board directs except that the Board will not retain that money for its use. The Board accepted the stipulated agreement as presented.

4. Kim W. Morimoto Board Meeting 3/6/02 Case No. 02-026-RPH-O

Based on a California Board of Pharmacy action for failure to adequately monitor the daily operations of a pharmacy, Mr. Morimoto was placed on probation by that state until August 23, 2003. Mr. Ling advised that the stipulated agreement accepted by Mr. Morimoto will parallel that action. The Board accepted the stipulated agreement as presented.

5. Sam Sherman, Longs Drug Store #404
Board Meeting 3/6/02 Case No. 01-120-RPH-N and 01-120-PH-N

A consumer complaint alleged that a prescription for erythromycin was filled with the wrong dosage for she and her husband, causing them discomfort. Testimony of Cory Sobrio, a nurse at Washoe County Health District, Mrs. Mauri Gilmore, the complainant, and Sam Sherman, pharmacist was presented. Mr. Sobrio testified that he called the prescription for erythromycin to Long's #404 for Mr. and Mrs. Gilmore, and read the directions and dosing instructions from the protocol used for all prescriptions prescribed by Dr. Trudy Larsen. Mr. Sobrio testified that after this circumstance with the Gilmore's, the directions were changed on the protocol to clarify the ultimate dosage. Mrs. Gilmore testified that she and her husband did not feel well after beginning to take the erythromycin and telephoned the pharmacy to check the dosage. A pharmacist, not Mr. Sherman, looked up the prescription and determined it was the correct dosage and advised Mrs. Gilmore to eat something when she took the medication. Mrs. Gilmore returned to Washoe Med and saw Mr. Sobrio the following day and he discovered that Mrs. Gilmore and her husband were taking way too much erythromycin. Mrs. Gilmore was prescribed another medication and her husband continued with the erythromycin, only taking the correct dosage. Mr. Sherman was questioned regarding the filling of this prescription and it was determined that the way in which the prescription was called in was difficult to determine the dosage and a miscalculation was made. Mr. Sherman claimed to have counseled Mrs. Gilmore on the unusually large dosage, however Mrs. Gilmore only recalls Mr. Sherman telling her to come back the following day to pick up the remainder of the erythromycin that had to be ordered. After much debate on the part of the Board, Mr. Sherman was fined \$250 plus administrative fees and Longs was dismissed of any wrong-doing.