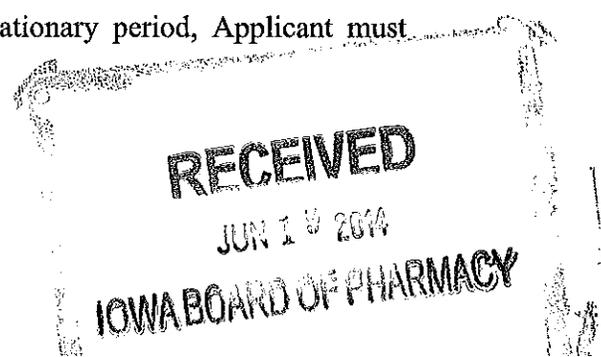


BEFORE THE IOWA BOARD OF PHARMACY

| | |
|------------------------------------|--------------------------|
| IN THE MATTER OF THE APPLICATION) | |
| FOR NONRESIDENT PHARMACY) | |
| LICENSURE OF) | |
|) | |
| ENTIRELYPETS PHARMACY, LLC,) | LICENSURE BY |
|) | CONSENT AGREEMENT |
|) | |
| <u>APPLICANT.</u>) | |

COMES NOW the Iowa Board of Pharmacy (“Board”) and EntirelyPets Pharmacy, LLC (“Applicant”), 34571 7th Street, Union City, California 94587, and, pursuant to Iowa Code section 17A.10 (2013), enter into this Licensure by Consent Agreement (“Agreement”).

1. Applicant’s home state pharmacy license was disciplined by the California Board of Pharmacy in 2012. As part of the disciplinary order, Applicant’s license was revoked, with the revocation stayed and the license placed on probation for five years, subject to a series of probationary requirements.
2. The Board has the authority to deny an application for licensure for any violation of a rule of the board. Iowa Code section 155A.13A(3).
3. Board rules provide that (1) violating the pharmacy laws of another state while under the jurisdiction of that state, and (2) having a license to practice pharmacy by another state revoked, are both grounds for discipline. 657 Iowa Administrative Code rules 36.1(4) (*ad*) and 36.1(4)(*ae*). Iowa law prohibits a pharmacist from being employed or receiving compensation from a corporation in which one or more prescribers have a proprietary interest sufficient to permit the prescribers to directly or indirectly exercise supervision or control over the pharmacist’s responsibilities and duties. 657 Iowa Administrative Code rule 8.11(2)(*a*).
4. **THEREFORE, IT IS HEREBY ORDERED** that the Applicant shall be issued an Iowa nonresident pharmacy license with the following conditions:
 - a. **PROBATION.** Applicant’s license shall be placed on probation for the duration of the probationary term in California, which is scheduled to end on or around October 22, 2017. Applicant must provide evidence of compliance to California’s probationary terms to the Board upon request. Applicant’s license shall remain on probation until such time as notice is received showing that Applicant’s California license is no longer on probation.
 - b. **INSPECTIONS.** Throughout the probationary period, Applicant must

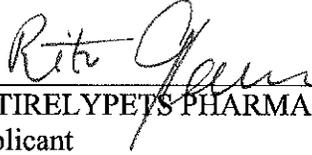


submit a copy of at least one comprehensive inspection report each calendar year to the Board for review. Comprehensive means that the inspection occurs on-site and covers all aspects of Applicant's pharmacy services. Applicant may submit an inspection performed by (1) the Iowa Board of Pharmacy, (2) the National Association of Boards of Pharmacy (NABP) as part of the Verified Pharmacy Program, or (3) the California Board of Pharmacy. Applicant is responsible for arranging all inspections and ensuring the requirement that a report be submitted to the Board each calendar year is met. All costs associated with the inspection are the responsibility of the Applicant. Violations of Iowa law identified through inspections may result in disciplinary action by the Board.

c. **LIMITATIONS ON PRESCRIBER OWNERSHIP.** Applicant's prescriber ownership shall be limited, directly or indirectly, to no more than 10%. Prescriber ownership includes any owner, direct or indirect, who holds an active license to prescribe the medications dispensed by the pharmacy. Any prescriber who is a direct or indirect owner is prohibited from exercising supervision or control, either directly or indirectly, over any pharmacist employed by Applicant. Applicant must refuse to fill a prescription written by anyone who is a direct or indirect owner of EntirelyPets Pharmacy, LLC, or a business associate thereof.

5. Applicant shall fully and promptly comply with this Agreement. Should Applicant violate the terms of this Agreement, the Board may initiate action to impose other licensee discipline as authorized by Iowa Code chapters 272C and 155A and 657 Iowa Administrative Code chapter 36.
6. By entering into this Agreement, the Applicant voluntarily waives any right to a contested case hearing regarding this matter. Once entered, this Agreement shall have the force and effect of a disciplinary order entered following a contested case hearing.
7. Applicant acknowledges that it has read this Agreement in its entirety, that it understands its content, and that it executed this Agreement freely and voluntarily.
8. The State's legal counsel may present this Agreement to the Board *ex parte*.
9. Applicant acknowledges that it has a right to be represented by counsel on this matter.
10. This Agreement is subject to approval by a majority of the full Board. If the Board fails to approve this Agreement, it shall be of no force or effect to either the Board or Applicant. If the Board approves this Agreement, it shall be the full and final resolution of this matter.
11. Applicant understands that this Agreement is a public record available for inspection and copying in accordance with Iowa Code chapter 22.

This Licensure by Consent Agreement is voluntarily submitted by Applicant to the Board for its consideration on the 30 day of MAY, 2014.


ENTIRELYPETS PHARMACY, LLC
Applicant

By this signature, Rita Johnson acknowledges s/he is the OWNER for EntirelyPets Pharmacy, LLC, and is authorized to sign this Agreement on behalf of EntirelyPets Pharmacy, LLC.

This Licensure by Consent Agreement is accepted by the Iowa Board of Pharmacy on the 2nd day of July, 2014.


EDWARD MAIER, Chairperson
Iowa Board of Pharmacy
400 SW Eighth Street, Suite E
Des Moines, Iowa 50309-4688

Copies to:

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