September 2025 Board Meeting Handouts

5H – Injured Workers Pharmacy

5I – Frank Shallenberger

5J – Debra McCurtainMurry

5P – Alyssa Mercedes Garcia

5Q – Ability Prosthetics & Orthotics of Nevada, LLC

7A – National Health RX

11B – Jeffrey Backofen

12 – Advanced Molecular Compounding

14B – Workshop – Public Comment (R113-24)

16A – Financial Report

5H

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **INJURED WORKERS PHARMACY, Pharmacy License No. PH02281,** **Respondent.**	**CASE NO. 23-428-PH-O** **FIRST AMENDED NOTICE OF INTENDED ACTION AND ACCUSATION**

J. David Wuest, in his official capacity as Executive Secretary of the Nevada State Board of Pharmacy, makes the following that will serve as both a notice of intended action under NRS 233B.127(3) and as an accusation under NRS 622A.300 and NRS 639.241.

JURISDICTION

1. The Nevada State Board of Pharmacy (Board) has jurisdiction over this matter and this Respondent because at the time of the events alleged herein, Respondent Injured Workers Pharmacy, LLC, Pharmacy License No. PH02281, located in Andover, Massachusetts, was a pharmacy licensed by the Board.

FACTUAL ALLEGATIONS

2. In June of 2023 Respondent entered into a settlement agreement with the U.S. Department of Justice, the Drug Enforcement Administration, and the Department of Labor, resolving Respondent's violations of federal law related to Respondent's dispensing of controlled substances from approximately 2014-2019 (Settlement Agreement - SEE EXHIBIT A HERETO).

3. Respondent dispensed 118 controlled substance prescriptions to Nevada patients in 2016, dispensed 973 controlled substance prescriptions to Nevada patients in 2017, dispensed 828 controlled substance prescriptions to Nevada patients in 2018, dispensed 902 controlled substance prescriptions to Nevada patients in 2019, and dispensed 834 controlled substance prescriptions to Nevada patients in 2020.

APPLICABLE LAW

4. A pharmacy engaged in the practice of dispensing controlled substances in Nevada shall comply in pertinent part with the provisions of the Controlled Substances Act (CSA), Title 21 United States Code (21 U.S.C.) 801-971, and DEA regulations, Title 21, Code of Federal Regulations (21 CFR) Parts 1300 to 1316.

5. Performing any duties as the holder of a registration in an incompetent, unskillful or negligent manner constitutes unprofessional conduct or conduct contrary to the public interest pursuant to NAC 639.945(1)(i) and is grounds for suspension or revocation of any license issued by the Board. NRS 639.210(4).

6. The Board may suspend or revoke a license if the holder has violated any provision of the Federal Food, Drug and Cosmetic Act or any other federal law or regulation relating to prescription drugs. NRS 639.210(11).

7. Any violation of any of the provisions of NRS Chapter 639 or NAC Chapter 639 by personnel of the pharmacy is cause for the suspension or revocation of the license of the pharmacy by the Board. NRS 639.230(5); NAC 639.702. Further, the owner of any business or facility licensed, certified or registered by the Board is responsible for the acts of all personnel in his or her employ. NAC 639.945(3).

COUNT ONE

Violation of Federal Controlled Substances Act/Unprofessional Conduct

8. Respondent, Respondent's owner(s), and/or their personnel engaged in unprofessional conduct as defined in NAC 639.945(1)(i) and violated various provisions of the Controlled Substances Act (CSA), Title 21 United States Code (21 U.S.C.) 801-971, and DEA regulations, Title 21, Code of Federal Regulations (21 CFR) Parts 1300 to 1316, as detailed in the Settlement Agreement. Respondent is responsible for those violations, including all errors and omissions of pharmacy personnel, pursuant to NRS 639.230(5), NAC 639.702 and/or NAC 639.945(3) and therefore subject to discipline pursuant to NRS 639.210(4), (11) and/or (12).

WHEREFORE, it is requested that the Nevada State Board of Pharmacy take appropriate disciplinary action with respect to the pharmacy license of this Respondent.

Signed this 25th day of June 2025

Yenh Long, Pharm.D.,
Deputy Executive Secretary of the Nevada State Board of Pharmacy,
for and on behalf of J. David Wuest, R.Ph., Executive Secretary of the
Nevada State Board of Pharmacy

NOTICE TO RESPONDENT

You have the right to show the Nevada State Board of Pharmacy that your conduct, as alleged above, complies with all lawful requirements. NRS 233B.127(3). You have the right to a hearing before the Board to answer the Notice of Intended Action and Accusation and present evidence and argument on all issues involved, either personally or through counsel. NRS 233B.121; NRS 233B.127(3); NRS 622A.300(1) and (3). The hearing shall be conducted pursuant to NRS 639.241 through NRS 639.258. To be entitled to a hearing, you must complete, and file two (2) copies of the Answer and Notice of Defense served herewith, to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, within twenty (20) days of your receipt of this Notice of Intended Action and Accusation. NRS 622A.320; NRS 639.243. Your failure to timely file an Answer and Notice of Defense constitutes an admission of the charges and waiver of the right to a hearing. NRS 639.244. If you fail to appear at the hearing and the Board finds that you were given sufficient legal notice of the hearing, the Board may accept the allegations as true and may proceed to consider the case and render a decision. NRS 622A.350. A regulatory body may recover from a person reasonable attorney's fees and costs that are incurred by the regulatory body as a part of its investigative, administrative, and disciplinary proceedings against the person if the regulatory body finds that the person has violated any provision of this title. NRS 622.400(1).

EXHIBIT A

BE FREE WITH IWP

JUN 2 9 2023

June 28, 2023

VIA OVERNIGHT MAIL

Nevada State Board of Pharmacy
985 Damonte Ranch Pkwy. Ste 206
Reno, NV 89521

Re: Injured Workers Pharmacy, LLC
Pharmacy License No. PH02281

To Whom It May Concern,

On July 1, 2020, Injured Workers Pharmacy, LLC ("IWP") provided notice to the Nevada State Board of Pharmacy that IWP had resolved an investigation by the Massachusetts Attorney General ("MA AG") into IWP's historical practices for the dispensing of controlled substances. I write today to notify you that, on June 23, 2023, IWP resolved a parallel investigation by the U.S. Department of Justice and the Drug Enforcement Administration ("DEA") regarding IWP's historical practices for the dispensing of controlled substances.

As noted in the settlement agreement, federal authorities conducted this investigation in parallel with the MA AG until June 2020, when IWP resolved the MA AG's investigation in a stipulated consent judgment. In October 2021, an independent auditor concluded that IWP was in compliance with the MA AG stipulated consent judgment in all material aspects. The federal and state investigations concerned IWP's historical dispensing practices through 2019. The settlement agreement recognizes that prior to and in connection with the MA AG consent judgment, IWP implemented changes to its policies and procedures concerning the dispensing of controlled substances, including opioids. IWP has agreed to continue utilizing these enhancements as part of the federal resolution. IWP remains committed to ensuring compliance with federal and state laws, including with respect to the identification of high-risk prescriptions.

In bringing the federal portion of the investigation to a close, IWP agreed to pay $10 million to the United States and agreed to abide by the terms of a Corrective Action Plan ("CAP") for a period of five years. The DEA agreed to take no further administrative action against IWP as long

as it abides by the terms of the CAP, which in large part incorporates the policies and procedures that IWP implemented following the conclusion of the MA AG investigation to advance IWP's efforts to ensure compliance with the Controlled Substances Act and enhance IWP's ability to prevent, detect, and address drug diversion.

IWP is registered with the Nevada State Board of Pharmacy as a Pharmacy under License No. PH02281.

Please let me know if you require any additional information. You may reach me by phone at (978) 771-0361 or via e-mail at jtorres@iwpharmacy.com.

Sincerely,

Jeffrey Torres
Chief Compliance Officer

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the United States of America, acting through the United States Department of Justice, the Drug Enforcement Administration ("DEA"), and the Department of Labor (collectively, the "United States"); and Injured Workers Pharmacy LLC ("IWP"). The United States and IWP are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. IWP is a mail-order pharmacy that is located at 300 Federal St, Andover, Massachusetts. IWP dispenses and ships prescription drugs, including controlled substances, across the United States, primarily to workers who have been injured on the job. IWP is a pharmacy registered with the DEA.

B. The DEA is the Department of Justice component agency primarily responsible for enforcing the Controlled Substances Act ("CSA"), 21 U.S.C. § 801, et seq., and is vested with the responsibility of investigating violations of the CSA.

C. The United States Attorney General, through the United States Attorney's Office, has primary authority to bring civil actions to enforce the CSA. *See* 21 U.S.C. § 871 and 28 C.F.R. § 0.55(c).

D. The Department of Labor's Office of Worker Compensation Programs administers workers compensation claims under the Federal Workers Compensation Act. Each pharmacy submitting claims for payment to the Department of Labor pursuant to that Act "signifies that the service for which reimbursement is sought was performed as described, necessary, appropriate and properly billed in accordance with accepted industry standards." 20 C.F.R. § 10.801(d). In 2018, the Department of Labor began requiring pharmacies to pre-

adjudicate federal workers compensation prescription claims electronically through a pharmacy benefit manager. The Department of Labor required pre-adjudication to curtail opioid abuse among injured federal workers.

E. Each DEA registrant is required to conduct its operations in accordance with the CSA and the regulations promulgated thereunder. Under the CSA, a prescription "must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice." 21 C.F.R. § 1306.04(a). The prescriber has a responsibility for proper prescribing, "but a corresponding responsibility rests with the pharmacist who fills the prescription." *Id.*

F. Beginning in or around June 2018, the United States and the Attorney General for the Commonwealth of Massachusetts (the "Massachusetts AG") began investigating, among other things, IWP's processes and documentation relating to the dispensing of controlled substances. The two investigations proceeded in parallel until June 2020, when IWP resolved the Massachusetts AG's investigation by settling with the Massachusetts AG for $11 million and agreeing to permanent injunctive relief in a stipulated consent judgment (the "Massachusetts AG Consent Judgment"). The settlement with the Massachusetts AG concerned IWP's dispensing practices from 2008 to 2019. The United States' investigation concerned IWP's dispensing practices, as discussed further below, from 2014 through 2019.

G. Prior to and in connection with the Massachusetts AG Consent Judgment, IWP implemented changes to its policies and procedures concerning dispensing controlled substances, including opioids.

H. IWP admits, acknowledges, and accepts its responsibility for the following facts:

a. Between January 1, 2014, and July 31, 2019, IWP received numerous

prescriptions with "red flags," including high doses of opioids, early refills, and "Holy Trinities." A Holy Trinity occurs when an opioid, a benzodiazepine, and a muscle relaxant are prescribed simultaneously to a patient. "Red flags" may indicate a prescriber issued a prescription for a reason other than a legitimate medical purpose, such as abuse or diversion. Pharmacists must review and resolve such "red flags" before filling any prescription. When IWP received prescriptions with "red flags" between January 1, 2014, and July 31, 2019, IWP pharmacists did not always resolve the "red flags" before filling those prescriptions. Even though IWP implemented process improvements beginning in 2017, IWP pharmacists did not have a consistent process or documentation with respect to resolving "red flags."

b. IWP dispensed medications to injured federal workers and submitted claims for payment to the Department of Labor. Between December 12, 2017, and September 26, 2019, the Department of Labor's pharmacy benefit manager issued drug utilization review ("DUR") alerts for 1,456 claims for federal workers' prescriptions for issues such as drug interactions, potential allergic reactions, and therapeutic duplication of opioids. A DUR helps pharmacists ensure that prescribed drugs are appropriate and medically necessary. To clear those DUR rejections and ultimately receive payment from the Department of Labor, IWP's non-pharmacy, claims employees routinely submitted override codes representing that IWP had consulted with prescribers about the DUR alerts. The IWP claims employees, who lacked clinical pharmacy experience and training, submitted the overrides without consulting with IWP pharmacists. Because IWP pharmacists were not aware of the rejections, they did not consult with prescribers in response to the DUR alerts received from the Department of Labor, as represented by IWP claims employees. The foregoing conduct set out in subparagraphs (a) through (b) of Paragraph H is referred to below as the "Covered Conduct."

I. In May 2020, IWP self-disclosed to the Department of Labor that the DUR alerts issue affected 821 claims and offered to repay 256 of them.

J. The United States contends that it has certain civil and administrative claims for civil monetary penalties, injunctive relief, and administrative remedies against IWP under the CSA and its implementing regulations based upon the Covered Conduct. Such civil and administrative claims under the CSA include violations of 21 U.S.C. §§ 827(a)(3), 842(a)(1), 843(a)(2), and the following implementing regulations: 21 C.F.R. §§ 1301.19(b), 1301.71(a), 1304.21(a), 1306.04(a), 1306.05(a). 1306.06, and 1307.02.

K. The United States also contends that it has certain federal civil claims against IWP for submitting or causing the submission of false claims for payment to the Department of Labor.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. IWP shall pay to the United States the sum of Ten Million Dollars ($10,000,000), plus interest at a rate of 3.6% per annum from February 13, 2023 ("Settlement Amount"), of which $318,341.40 is restitution. Within fifteen (15) calendar days of the Effective date of this agreement. IWP shall pay One Million Two Hundred Fifty Thousand Dollars ($1,250,000), plus interest accrued.

a. Over a period of five years, IWP will pay the remaining Eight Million, Seven Hundred Fifty Thousand Dollars ($8,750,000), plus interest at 3.6% per annum, pursuant to the payment schedule attached at Exhibit A. If a prepayment occurs under either paragraph 1.d or paragraph 7 of this Agreement, the parties agree that the principal balance will be adjusted

accordingly and that the computation and allocation of interest set forth in Exhibit A will be adjusted consistent with the remaining principal balance.

b. Interest shall accrue on the unpaid Settlement Amount as indicated in Exhibit A. Collectively the Settlement Amount and interest received by the United States shall be referred to as the "Settlement Payments."

c. If IWP or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of IWP or of any of its affiliates is sold, merged, or transferred into another non-affiliated entity, IWP shall promptly notify the United States, and all remaining payments owed pursuant to the Agreement shall be accelerated and become immediately due and payable.

d. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

e. IWP shall pay the Settlement Payments, or any portion thereof, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Massachusetts.

2. No later than five business days after the Effective Date of this agreement, IWP and the DEA will enter into the Corrective Action Plan ("CAP").

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) and Paragraph 5 (injunctive relief) below, and conditioned upon the United States' receipt of the Settlement Amount, and upon IWP complying with Paragraph 2, the United States releases IWP, its predecessors, its current and former parents, divisions, subsidiaries, successors, and assigns from any civil or administrative monetary claim the United States has for the Covered Conduct under Controlled Substances Act; the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program

Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the release given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

g. Any liability for failure to deliver goods or services due; and

h. Any liability for personal injury or property damages or for other consequential damages arising from the Covered Conduct.

5. The United States reserves the right to seek injunctive relief pursuant to 21 U.S.C. § 843(f) if IWP fails to pay the Settlement Amount, or fails to comply with the obligations of the CAP.

6. IWP has provided financial disclosures and supporting documents ("Financial Disclosures") to the United States, and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. IWP warrants that the

Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which IWP had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy IWP's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by IWP on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by One Million Dollars ($1,000,000) or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of IWP's previously undisclosed assets. IWP agrees not to contest any collection action undertaken by the United States pursuant to this provision and agrees that it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, IWP waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to IWP that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

7. In the event IWP receives proceeds from any insurance policy on account of the Settlement Amount in this Agreement or the Covered Conduct at any time before the Settlement

Amount has been paid in full, IWP agrees to remit those insurance proceeds to the United States within fifteen (15) days, and that amount shall be credited against future payments, with the schedule of remaining payments to be adjusted as described in paragraph 1.a. IWP need not remit to the United States more insurance proceeds than necessary to pay the Settlement Amount in full. This paragraph does not apply to IWP's receipt of proceeds from any insurance policy on account of its legal expenses.

8. IWP waives and shall not assert any defenses it may have to any criminal prosecution relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. IWP fully and finally releases the United States and its agencies, officers, agents, employees, and servants from any claims (including for attorneys' fees, costs, and expenses of every kind and however denominated) that IWP has asserted, could have asserted, or may assert in the future against the United States or its agencies, officers, agents, employees, or servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

10. IWP agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of IWP, and its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement:

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) IWP's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment IWP makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by IWP, and IWP shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, IWP shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by IWP or any of its subsidiaries or affiliates from the United States. IWP agrees that the United States, at a minimum, shall be entitled to recoup from IWP any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine IWP's books and records and to disagree with any calculations submitted by IWP or

any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by IWP, or the effect of any such Unallowable Costs on the amount of such payments.

11. The obligations imposed upon IWP pursuant to this Agreement are in addition to, and not in derogation of, all requirements imposed upon IWP pursuant to all applicable federal, state, and local laws and regulations, including but not limited to the requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder.

12. IWP agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, IWP shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. IWP further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

13. The Settlement Amount and Settlement Payments represent the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to IWP's financial condition as reflected in the Financial Disclosures referenced in Paragraph 6.

a. In the event that IWP fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above and in Exhibit A, IWP shall be in Default of IWP's payment obligations ("Default"). The United States will provide a written Notice of

Default, and IWP shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Agreement up to the date of payment. Notice of Default will be delivered to IWP, or to such other representative as IWP shall designate in advance in writing. If IWP fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

14. In the event of Uncured Default, IWP agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against IWP for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by IWP to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to IWP and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, IWP agrees immediately to pay the United States the greater of (i) a

ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, IWP waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against IWP within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date. IWP agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

15. In exchange for valuable consideration provided in this Agreement, IWP acknowledges the following:

a. IWP has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to IWP, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which IWP was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of IWP's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, IWP or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of IWP's debts, or to adjudicate IWP as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for IWP or for all or any substantial part of IWP's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against IWP for the claims that would otherwise be covered by the releases provided in Paragraph 4 above; and

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against IWP in the amount of Eleven Million Two-Hundred Twenty-Six Thousand Sixty-Two Dollars and Seventy-One Cents ($11,226,062.71), plus first payment handshake interest, per Paragraph 1, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by a receiver, trustee, creditor, custodian, or similar official.

f. IWP agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.E is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. IWP shall not argue or otherwise contend that the United States' claim,

action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). IWP waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to IWP that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

16. This Agreement is intended to be for the benefit of the Parties only.

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

18. Each Party represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

19. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. This Agreement shall be deemed to have been drafted by all Parties to this Agreement and, therefore, shall not be construed against any Party for that reason in any subsequent dispute.

20. The Agreement contains the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

21. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

23. This Agreement is binding on IWP's successors, transferees, heirs, and assigns.

24. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

25. The Parties may execute this Agreement via facsimile and/or by portable document format (.pdf), both of which shall be deemed the equivalent of an original signature.

26. This Agreement shall become effective on the date of the signature of the last signatory to the Agreement ("Effective Date" of this Agreement).

SIGNATURES TO FOLLOW ON NEXT PAGE

THE UNITED STATES OF AMERICA

DATED: 6/26/2023

BY: _____

BRIAN M. LAMACCHIA
JESSICA J. WEBER
Assistant U.S. Attorneys
United States Attorney's Office
District of Massachusetts

DATED: 6/13/2023

BY: _____

JENNIFER VALDIVIESO
Deputy Director for Program and
System Integrity
Division of Federal Employees', Longshore
and Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

INJURED WORKERS PHARMACY LLC

DATED: 6/23/23

BY: _____
M. Gouin
CEO

DATED: 8/23/2023

BY: _____
ERIC P. CHRISTOFFERSON
BRIAN H. BENJET
DLA Piper LLP
Counsel for Injured Workers Pharmacy LLC

Exhibit A

Year	Payment #	Due Date	Principal	Interest	Payment	Balance
						$10,000,000.00
0	1	Effective Date of Agreement	$1,250,000.00	Handshake interest to be calculated per Para. 1 based on payment date	$1,250,000.00, plus handshake interest	$8,750,000.00
1	2	One year after First Payment	$935,000.00	$315,000.00	$1,250,000.00	$7,815,000.00
2	3	Two years after First Payment	$968,660.00	$281,340.00	$1,250,000.00	$6,846,340.00
3	4	Three years after First Payment	$1,003,531.76	$246,468.24	$1,250,000.00	$5,842,808.24
4	5	Four years after First Payment	$1,039,658.90	$210,341.10	$1,250,000.00	$4,803,149.34
5	6	Five years after First Payment	$4,803,149.34	$172,913.38	$4,976,062.71	$0.00
		TOTAL	$10,000,000.00	$1,226,062.72, plus handshake interest	$11,226,062.71, plus handshake interest	

Attachment 1 - Corrective Action Plan

This Corrective Action Plan ("CAP") between the Injured Worker's Pharmacy ("IWP") and the U.S. Drug Enforcement Administration ("DEA") memorializes the policies and procedures that IWP and the DEA (jointly, the "Parties") have agreed upon to advance IWP's efforts to ensure compliance with the Controlled Substances Act (the "Act") and to enhance IWP's ability to prevent, detect, and address drug diversion. IWP is registered with the DEA as a Retail Pharmacy authorized to handle Schedule II-V controlled substances under DEA #[redacted].

1. This CAP is incorporated by reference at paragraph 2 of the Settlement Agreement between IWP and the United States executed contemporaneously with this CAP (the "Settlement Agreement").

2. This CAP pertains to the "Covered Conduct" described in Recital H of the Settlement Agreement and in the United States' contentions in Recital I of the Settlement Agreement.

3. DEA agrees to take no further administrative action against IWP, along with their respective directors, officers, managers, employees, successors and assigns related to the Covered Conduct. However, should IWP violate this CAP, IWP understands that DEA may institute further administrative action, including but not limited to seeking revocation of IWP's DEA registration for any new violation, as well as for the Covered Conduct. DEA may also seek injunctive relief to enforce the terms of the CAP pursuant to 21 U.S.C. § 843 (f), as stated in Paragraph 5 of the Settlement Agreement.

4. The period of this CAP shall be five (5) years, starting on the Effective Date of the Settlement Agreement.

5. Whenever this CAP requires notice to the DEA the persons to be notified will be Taylor McCann [redacted] and Heather Danner-Ryan [redacted] Whenever this CAP requires notice to IWP the persons to be notified will be Jayne Kresac [redacted] and Brian Benjet [redacted] Either party may change the name and or contact information of its contact person(s) by so notifying the other party's contact person(s)

6. Prior to in connection with and following the Massachusetts AG Consent Judgment IWP has implemented several changes to their controlled substance handling procedures including but not limited to the following

   a. In 2018 IWP released a High-Risk Prescribing Regimens Standard of Procedure (SOP) which requires pharmacists to conduct a thorough review of prescriptions that are identified as part of a high-risk drug combination As later amended this SOP requires the Pain Management Specialty Pharmacist to contact the prescribers of the identified high-risk prescriptions to confirm awareness and accuracy of the prescribed dosages and treatment plan

   b. In 2020 IWP implemented an Initial High-Risk Opioid Prescription Policy and Procedure which expands the clinical checks conducted prior to initial dispensing by including a process for documenting the authenticity of high-risk prescriptions before dispensing the medication and a process for providing specific counseling to patients regarding alternatives to high-risk prescriptions IWP also implemented training regarding the identification of initial high risk opioid prescriptions the review process and the documentation process In

addition, IWP implemented an At-Risk Patient Process that requires holistic review of patient profiles for high-risk medications.

c. IWP has implemented other new and revised pharmacy policies and procedures. IWP has provided the DEA with copies of its current policies and procedures that pertain to:

i. At-Risk Patient Chronic Pain Counseling
ii. CII Room Operation
iii. Controlled Substance Inventory
iv. Controlled Substances Workflow (CIII-CV)
v. Drug Utilization Review (DUR)
vi. Clinical Intervention: High Risk Prescribing Regimens
vii. Initial High-Risk Opioid Prescriptions
viii. Naloxone Standing Order
ix. New At-Risk Patient Auditing Procedure
x. PDMP Query
xi. Prescription Authentication Practices
xii. Processing Pharmacist Responsibilities & Preserving Pharmacist's Judgement
xiii. Professional License Verification (MedPro)
xiv. Receipt of Pharmaceutical Inventory
xv. Pharmacy Record Retention
xvi. Pharmacy Risk Evaluation and Mitigation Strategy (REMS)
xvii. Schedule II Narcotic Non-Contiguous States
xviii. PMSP Program Provider Monitoring

7. Since 2017, IWP has either hired new personnel or created new positions including: a Chief Compliance Officer that reports to the Board of Directors as well as the Chief Executive Officer, Pain Management Specialty Pharmacist, replacing its Chief Executive Officer, and hiring new executive and clinical leadership. IWP's new Chief Compliance Officer has since designed and implemented a new compliance program.

8. IWP agrees that it will continue utilizing the changes that it undertook, as those changes are listed out in paragraph 6 in order to address the Covered Conduct, and to remain in compliance with Title 21 of the Code of Federal Regulations.

9. During the CAP Period, IWP:

a. Agrees to abide by all federal, state and local statutes and regulations relating to controlled substances.

b. Agrees to allow DEA personnel to enter the registered location at any time during regular business hours, without prior notice, and without requiring DEA to obtain an administrative inspection warrant, search warrant, or other means of entry, in order to verify compliance with the Controlled Substances Act (Title 21 United States Code §801, et seq.), its implement regulations, and this CAP.

c. Agrees to maintain complete and accurate records relating to controlled substances, and to maintain copies of these records for a period of five years, from the effective date of this CAP, which will be available to DEA for inspection and copying, and inventories as required by 21 C.F.R. § 1304.04(a), except that, during the CAP Period only, the time period for which records and inventories must be maintained is extended to five (5) years from the date of such records or inventories.

d. Agrees to be truthful and accurate in all information that it submits to the DEA and that any notifications, as required by this CAP and DEA rules and regulations, are timely submitted.

e. Agrees that if any state agency or entity conducts an inspection or any investigation of IWP by seeking any records or documents from IWP, IWP hereby gives its unrestricted consent to the state agency or entity to share

any and all reports, documents, evidence and information of whatever nature or kind with the DEA.

f. Agree to continue implementing SOP's to ensure compliance with its obligations under 21 CFR 1306.04(a).

g. Agrees to maintain SOPs to ensure compliance with its obligations under 21 CFR § 1306.04(a).

h. Agrees that it shall maintain SOPs to ensure the pharmacy complies with the requirements of 21 CFR § 1306.05, including by ensuring prescriptions contain all the required information.

i. Agrees to maintain, on a current basis, a complete and accurate record of each controlled substance received, sold, delivered, dispensed or otherwise disposed of, as required by 21 CFR § 1304.21(a).

j. Agrees that only IWP pharmacists will make clinical determinations relating to Drug Utilization Review ("DUR") alerts for prescriptions that are flagged for issues such as drug interactions, potential allergic reactions, dangerous drug combinations and therapeutic duplication of opioids, to ensure that the prescribed drugs are appropriate and medically necessary prior to filling.

k. Agrees to emphasize the identification of potential safety concerns, red flags, and potentially illegitimate prescriptions.

l. Agrees to not make any decision relating to a pharmacist's performance review, compensation, promotion, work hours, hiring, or termination that relies in whole or in part on dispensing rates, whether measured individually or in aggregate. This restriction shall not be interpreted to limit IWP's ability

to reassign pharmacists to different responsibilities based on operational considerations, or to prohibit employment decisions based upon non-performance (e.g., absenteeism, failure to complete essential job responsibilities) or significant underperformance, as compared to peers and taking into account best dispensing practices.

m. Agrees to provide controlled substance training to all new employees who handle controlled substances or records related to controlled substances. This training shall be conducted within one week of hire. This training shall include, but not be limited to the following: (1) the proper handling, recordkeeping, security, and storage procedures for controlled substances (2) how to identify and handle prescription red flags to ensure patient safety and prescription legitimacy (3) how to identify potentially dangerous medication combinations (4) current CDC prescription guidelines and (5) controlled substance abuse and prevention.

n. Agrees to provide controlled substance training to all current employees who handle controlled substances or records related to controlled substances. This training shall be conducted at least, but not limited to, annually. This training shall include, but not be limited to the following: (1) the proper handling, recordkeeping, security, and storage procedures for controlled substances (2) how to identify and handle prescription red flags to ensure patient safety and prescription legitimacy (3) how to identify potentially dangerous medication combinations (4) current CDC prescription guidelines and (5) controlled substance abuse and prevention.

o. Agrees to maintain a drug diversion team consisting of employees in compliance, pharmacy, security and operations roles. This drug diversion team shall be tasked with establishing, maintaining, and, if appropriate, advancing various diversion controls throughout IWP.

p. Will send a copy of this CAP, in its entirety, to the Massachusetts Department of Public Health Drug Control Program, within ten days of the full execution of this Agreement.

q. At least once every 12 months following the Effective Date of the Settlement Agreement, IWP will conduct a self-evaluation to review compliance with all requirements of the Act, this CAP and its corresponding commitments to maintain SOPs and a compliance program directed at IWP's obligations under the Act. At the completion of each evaluation, the Pharmacy Manager of Record and/or the Chief Compliance Officer will certify that he/she has completed the evaluation and document any corrective action to be taken. IWP will retain the letters of certification, and make them available to the DEA upon request, for two years following the expiration of this CAP.

r. IWP will promptly and thoroughly investigate all thefts, significant losses, and other potential diversions of controlled substances. IWP will establish protocols to reduce the number of in-transit losses of controlled substances and will promptly report all such thefts, significant losses, and other diversions to DEA. DEA is aware that IWP has additional reporting duties to licensure boards, and all other relevant agencies.

10. IWP will comply at all times with the Act and the regulations issued thereunder. To the extent that any requirements in the Act or regulations are greater than those imposed by this CAP, the stricter requirements will apply.

11. Each Party and signatory to this CAP represents that it/he/she freely and voluntarily enters into this CAP without any degree of duress or compulsion.

12. This CAP is intended for the benefit of the Parties only; it does not create any rights or benefits for third parties.

13. This CAP is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this CAP is the United States District Court for the District of Massachusetts. This CAP shall be deemed to have been drafted by both Parties and shall not, therefore, be construed against either Party in any subsequent dispute.

14. This CAP and the Settlement Agreement constitute the complete agreement between the DEA and IWP relating to the matters addressed herein. This CAP may be amended only by a writing signed by both DEA and IWP.

15. The undersigned signatories represent and warrant that it is fully authorized to execute this CAP on behalf of the parties.

16. This CAP may be executed in two counterparts, each of which constitutes an original and both of which constitute one and the same agreement.

17. This CAP is binding on IWP's successors, transferees, and assigns.

SIGNATURES TO FOLLOW ON NEXT PAGE

On Behalf of IWP:

Brian H. Benjet
DLA Piper LLP (US)
Counsel for Injured Workers Pharmacy LLC

Date: 6-24-2024

Michael Gavin
Chief Executive Officer
Injured Workers Pharmacy LLC

Date:

On Behalf of the United States Department of Justice, Drug Enforcement Administration:

BRIAN BOYLE

Brian D. Boyle
Special Agent in Charge
Drug Enforcement Administration
New England Field Division

Date:

MARK RUBBINS

Mark J. Rubbins
Diversion Program Manager
Drug Enforcement Administration
New England Field Division

Date:

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **INJURED WORKERS PHARMACY, Pharmacy License No. PH02281,** **Respondent.**	**Case No. 23-428-PH-O** **STATEMENT TO THE RESPONDENT AND NOTICE OF HEARING**

TO THE RESPONDENT ABOVE-NAMED: PLEASE TAKE NOTICE THAT:

1. Pursuant to the authority and jurisdiction conferred upon the Nevada State Board of Pharmacy ("Board") by NRS 639.241 to NRS 639.2576, inclusive, and NRS chapter 233B and 622A, a First Amended Notice of Intended Action and Accusation ("Accusation") has been filed with the Board by the Petitioner, J. David Wuest, Executive Secretary for the Board, alleging grounds for imposition of disciplinary action by the Board against you.

2. **A hearing on the Accusation filed against you has been scheduled before the Board for Wednesday, September 3, at 9:00 AM PST, or soon thereafter at the following location:**

Hyatt Place
1790 E Plumb Ln
Reno, NV 89502

3. At the hearing, you have the right to show the Nevada State Board of Pharmacy that your conduct, as alleged above, complies with all lawful requirements. NRS 233B.127(3). At the hearing, you are entitled to present argument and evidence including witness testimony on all issues involved, either personally or through counsel. NRS 233B.121; NRS 233B.127(3); NRS 622A.300(1) and (3); NRS 639.241; NRS 639.246. To do so, you must complete, and file two (2) copies of the Answer and Notice of Defense served herewith, within twenty (20) days of your receipt of this Statement and Notice, and the Accusation. NRS 622A.320; NRS 639.243.

You may file your answer electronically by emailing a copy of your Answer and Notice of Defense to the Board's coordinating staff and its prosecuting attorney at the email addresses below:

TeamBC@Pharmacy.nv.gov and **bkandt@pharmacy.nv.gov**

Alternatively, you may file your Answer and Notice of Defense by mailing two (2) copies to Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521. Upon receipt of your Answer and Notice of Defense, a file-stamped copy will be returned to you.

4. Pursuant to NRS 241.033 and 241.034, please be advised that the hearing is a public meeting, and the Board may, without further notice, take administrative action against you if the Board determines that such administrative action is warranted after considering your character, alleged misconduct, professional competence, or physical or mental health. The Board at its discretion may go into closed session to consider your character, alleged misconduct, professional competence, or physical or mental health. You may attend any closed session, have an attorney or other representative of your choosing present during any closed session, present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health during any closed session.

5. Your failure to timely file an Answer and Notice of Defense constitutes an admission of the charges and waiver of the right to a hearing. NRS 639.244. If you fail to appear at the hearing and the Board finds that you were given sufficient legal notice of the hearing, the Board may accept the allegations as true and may proceed to consider the case and render a decision. NRS 622A.350.

DATED this 25th day of June 2025.

Yenh Long, Pharm.D.,
Deputy Executive Secretary of the Nevada State Board of Pharmacy,
for and on behalf of J. David Wuest, R.Ph., Executive Secretary of the
Nevada State Board of Pharmacy

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **INJURED WORKERS PHARMACY, Pharmacy License No. PH02281,** **Respondent.**	**Case No. 23-428-PH-O** **ANSWER AND NOTICE OF DEFENSE**

Respondent above named, in answer to the First Amended Notice of Intended Action and Accusation filed in the above-entitled matter before the Nevada State Board of Pharmacy, declares:

1. That his/her objection to the First Amended Notice of Intended Action and Accusation as being incomplete or failing to state clearly the charges against him/her, is hereby interposed on the following grounds: (State specific objections or insert "none").

2. That, in answer to the First Amended Notice of Intended Action and Accusation, he/she admits, denies and alleges as follows:

I hereby declare, under penalty of perjury, that the foregoing Answer and Notice of Defense, and all facts therein stated, are true and correct to the best of my knowledge.

DATED this _____ day of _____ 2025.

_____

AUTHORIZED REPRESENTATIVE FOR INJURED WORKERS PHARMACY

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 25th day of June 2025, I served a true and correct copy of the foregoing document by Certified U.S. Mail and Standard U.S. mail to the following:

Injured Workers Pharmacy
300 Federal Street
Andover, MA 01810

Lyn E. Beggs, Esq.
316 California Ave #863
Reno, NV 89509

Brian H. Benjet, Esq.
One Liberty Place
1650 Market St., Suite 5000
Philadelphia, PA 19103

JESSETTE PHAYNARIKONE
ADMINISTRATIVE ASSISTANT,
BOARD COORDINATOR I

51

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **FRANK A. SHALLENBERGER, MD,** **Certificate of Registration No. CS20566,** **Respondent.**	**CASE NO. 23-515-CS-N** **STIPULATION AND ORDER**

J. David Wuest, in his official capacity as Executive Secretary of the Nevada State Board of Pharmacy (Board), by and through General Counsel Brett Kandt, and Respondent Frank A. Shallenberger, MD, Certificate of Registration No. CS20566, by and through counsel, Law Offices of Lyn E. Beggs, PLLC, **HEREBY STIPULATE AND AGREE THAT**:

1. On or about March 26, 2025, Respondent was served with the Notice of Intended Action and Accusation (Accusation) on file in this matter together with the Statement to Respondent and Notice of Hearing. Respondent is entering this Stipulation in lieu of filing an Answer and Notice of Defense to the Accusation.

2. Respondent is fully aware of the right to seek the advice of counsel in this matter and obtained the advice of counsel prior to entering into this Stipulation.

3. Respondent is aware of the right to a hearing on the matters alleged in the Accusation, the right to reconsideration, the right to appeal and any and all other rights which may be accorded to him pursuant to NRS Chapter 233B (Nevada Administrative Procedure Act), NRS Chapter 622A (Administrative Procedure Before Certain Regulatory Bodies), and NRS Chapter 639 (Nevada Pharmacy Act).

4. Conditioned on the acceptance of this Stipulation by the Board, and with the exception of the right to challenge any determination that Respondent has failed to comply with the provisions of this Stipulation, Respondent hereby freely and voluntarily waives his rights to a

hearing, reconsideration, appeal and any and all other rights related to this action that may be accorded to him by NRS Chapter 233B (Nevada Administrative Procedure Act), NRS Chapter 622A (Administrative Procedure Before Certain Regulatory Bodies), and NRS Chapter 639 (Nevada Pharmacy Act).

5. Respondent does not contest the allegations in the Accusation, but acknowledges that Board staff prosecuting this case could present such evidence at an administrative hearing to establish a factual basis for the violations alleged therein, *to wit*:

A. By violating NRS Chapter 630 as detailed in the Nevada State Board of Medical Examiners (NSBME) order in Case No. 23-7127-1, Respondent violated, attempted to violate, assisted or abetted in the violation of or conspired to violate NRS 453.256(5) and/or NRS 453.381(1), has performed his duties as the holder of a controlled substance registration in an incompetent, unskillful or negligent manner and engaged in unprofessional conduct and conduct contrary to the public interest as defined in NAC 639.945(1)(i);

B. By failing to disclose to the Board the disciplinary order in NSBDE Case No. 23-7127-1 on his 2024 biennial renewal application for Certificate of Registration No. CS20566, Respondent violated, attempted to violate, assisted or abetted in the violation of or conspired to violate NRS 453.331(l)(e) and NRS 639.281(1); and

C. By violating NRS Chapter 630 as detailed in the NSBME's order in Case No. 23-7127-1 and by violating NRS 453.256(5) and/or NRS 453.381(1), Respondent has committed acts that render his registration inconsistent with the public interest.

6. Those violations are plead with particularity in the Accusation, and are grounds for action pursuant to NRS 453.236(1)(e), NRS 453.241(1), NRS 639.210(12) and/or NRS 639.255.

7. In order to resolve this matter without incurring any further costs or the expense associated with a hearing, the Board and Respondent stipulate to the following penalties. The certification of registration of Respondent Frank A. Shallenberger, MD, Certificate of

Registration No. CS20566, is suspended for a period of one (1) year pursuant to NRS 453.241(1). The suspension is stayed, and Respondent is placed on probation subject to the following conditions:

A. Respondent shall accept this Stipulation and Order as a public reprimand regarding his duties and responsibilities as a practitioner under NRS Chapters 453, 454 and 639;

B. Pursuant to NRS 639.255(1)(f) and NAC 639.955(5), Respondent shall pay a fine of Five Thousand Dollars ($5,000.00) for the violations, by personal, business, certified or cashier's check or money order made payable to "State of Nevada, Office of the Treasurer," to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, due and payable by December 1, 2025;

C. Pursuant to NRS 622.400, Respondent shall pay One Thousand Dollars ($1,000.00) to partially reimburse the Board for reasonable attorney's fees and recoverable costs incurred in investigating and prosecuting this matter, by personal, business, certified or cashier's check or money order made payable to the "Nevada State Board of Pharmacy" to be received by the Board's Reno office located at 985 Damonte Ranch Parkway – Suite 206, Reno, Nevada 89521, due and payable by December 1, 2025; and

D. Respondent shall comply with all federal and state statutes and regulations regarding controlled substances and dangerous drugs, and have no additional charges filed against him while on probation.

Upon successful completion of probation, Respondent's Certificate of Registration No. CS20566 will be fully restored.

8. Any failure by Respondent to comply with the terms of this Order may result in issuance by the Executive Secretary of an order to show cause pursuant to NAC 639.965 directing Respondent to appear before the Board at the next regularly scheduled meeting for a show cause hearing. If such a hearing results in a finding of a violation of this Order by Respondent, the Board may may lift the stay of suspension and immediately suspend

Respondent's Certificate of Registration No. CS20566 and impose additional discipline upon Respondent not inconsistent with the provisions of NRS Chapters 453 and 639.

9. General Counsel will present this Stipulation to the Board for approval pursuant to NRS 622.330 at the Board's regularly scheduled public meeting on September 3, 2025. Respondent will appear in person or through counsel at the meeting to answer questions from the Board Members and/or Board Staff. The Board Members and Staff may discuss and deliberate regarding this Stipulation, even if Respondent or counsel are not present at the meeting.

10. The Board has discretion to accept this Stipulation, but it is not obligated to do so. If this Stipulation is approved by the Board, it shall be a public record pursuant to NRS 622.330 and shall be reported to the National Practitioner Data Bank pursuant to 42 USC § 1396r–2 and 45 CFR Part 60, and shall be further reported pursuant to NAC 639.960.

11. If the Board rejects any part or all of this Stipulation, and unless they reach an alternative agreement on the record during the hearing, the parties agree that a full hearing on the merits of this matter may be heard by the Board. The terms and admissions herein may not be used or referred to in a full hearing on the merits of this matter.

12. Subject to the approval of this Stipulation by the Board, the Board and Respondent agree to release each other from any and all additional claims arising from the facts set forth in the Accusation on file herein, whether known or unknown that might otherwise have existed on or before the effective date of this Order.

Respondent has fully considered the charges and allegations contained in the *Notice of Intended Action and Accusation* in this matter, and the terms of this Stipulation, and has knowingly and voluntarily agreed to the terms set forth herein, and waived certain rights, as stated herein.

AGREED:

Signed this 18 day of August 2025

FRANK A. SHALLENBERGER, MD
Certificate of Registration No. CS20566

Signed this ___ day of _____ 2025

BRETT KANDT, ESQ.
General Counsel
Nevada State Board of Pharmacy

APPROVED AS TO FORM AND CONTENT
this 21st day of August 2025

LYN E. BEGGS, ESQ.
Counsel for Respondent

DECISION AND ORDER

The Nevada State Board of Pharmacy hereby adopts the foregoing Stipulation as its decision as to Respondent Frank A. Shallenberger, MD, Certificate of Registration No. CS20566, in Case No. 23-515-CS-N and hereby orders that the terms of the foregoing Stipulation be made effective upon execution below.

IT IS SO ORDERED.

Entered this ___ day of September, 2025.

Helen Park, Pharm.D.
President
Nevada State Board of Pharmacy

5J

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **DEBRA RENEE MCCURTAINMURRY, APRN,** **Certificate of Registration No. CS31659,** **Respondent.**	**Case No. 24-131-CS-S** **DECLARATION OF JESSETTE PHAYNARIKONE**

I, Jessette Phaynarikone, hereby state the following:

1. I am the Administrative Assistant – Board Coordinator I to the Nevada State Board of Pharmacy (Board). I have personal knowledge of the matters stated herein and would be competent to testify thereon if called upon to do so.

1. I am responsible for filing and serving by mail pleadings and notices related to disciplinary actions before the Board.

2. On July 24, 2025, I served the Notice of Intended Action and Accusation (Accusation) on file herein together with the Statement to Respondent and Notice of Hearing by certified mail to Respondent at both her business address and her residential address, affixed with a tracking number, in conformance with NRS 639.242 and NAC 639.972. True and correct copies of the Accusation, the envelopes with tracking numbers, and USPS tracking results are attached hereto as Exhibit 1.

3. On August 4, 2025, I served a second Notice of Hearing by certified mail to Respondent at both her business address and her residential address, affixed with a tracking number, in conformance with NRS 241.0333. True and correct copies of the Notice of Hearing, the envelopes with tracking numbers, and USPS tracking results are attached hereto as Exhibit 2.

Exhibit 1

4. I, Jessette Phaynarikone, hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of August 2025.

Jessette Phaynarikone,
Administrative Assistant – Board Coordinator I
Nevada State Board of Pharmacy

Exhibit 1
24-131-CS-S
DEBRA RENEE MCCURTAINMURRY

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 24th day of July, 2025, I served a true and correct copy of the foregoing document by Certified U.S. Mail and Standard U.S. mail to the following:

Debra R. McCurtainMurry
[redacted]
Henderson, NV 89002

Nevada Weight Loss & Wellness Inc.
c/o Debra R. McCurtainMurry
2501 N. Green Valley Pkwy #101D
3068 Box 2
Henderson, NV 89014

JESSETTE PHAYNARIKONE
ADMINISTRATIVE ASSISTANT,
BOARD COORDINATOR I

FILED
JUL 2 4 2025
NEVADA STATE BOARD OF PHARMACY

Debra R. McCurtainMurry
[redacted]
Henderson, NV 89002
24-131-CS-S. NIAA

9489 0178 9820 3039 9746 13

MAILED
7·24·25

certified - $9.15

Standard - $2.17

Nevada Weight Loss & Wellness Inc.
c/o Debra R. McCurtainMurry
2501 N. Green Valley Pkwy #101D
3068 Box 2
Henderson, NV 89014
24-131-CS-S. NIAA

9489 0178 9820 3039 9746 20

MAILED
7·24·25

certified - $9.15

Standard - $2.17

ALERT: SEVERE WEATHER AND FLOODING ACROSS THE NORTH CENTRAL U.S. MAY DELAY ...

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9489017898203039974613

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered to an agent at the front desk, reception, or mail room at 4:37 pm on July 28, 2025 in HENDERSON, NV 89002.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered to Agent
Delivered to Agent, Front Desk/Reception/Mail Room
HENDERSON, NV 89002
July 28, 2025, 4:37 pm

In Transit to Next Facility
July 27, 2025

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
July 26, 2025, 10:41 am

Arrived at USPS Regional Facility
RENO NV DISTRIBUTION CENTER
July 25, 2025, 1:43 pm

Accepted at USPS Origin Facility
RENO, NV 89521

July 25, 2025, 12:28 pm

Pre-Shipment, USPS Awaiting Item
July 25, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less

Remove ×

Tracking Number:

9489017898203039974620

Copy **Add to Informed Delivery (https://informeddelivery.usps.com/)**

Latest Update

Your item was returned to the sender at 12:24 pm on July 28, 2025 in HENDERSON, NV 89014 because the forwarding order for this address is no longer valid.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

Forward Expired
HENDERSON, NV 89014
July 28, 2025, 12:24 pm

In Transit to Next Facility
July 27, 2025

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
July 26, 2025, 10:41 am

Arrived at USPS Regional Facility
RENO NV DISTRIBUTION CENTER
July 25, 2025, 1:43 pm

Accepted at USPS Origin Facility
RENO, NV 89521
July 25, 2025, 12:28 pm

Pre-Shipment, USPS Awaiting Item
July 25, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

See More

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

Exhibit 2
24-131-CS-S
DEBRA RENEE MCCURTAINMURRY

JOE LOMBARDO
Governor

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
Deputy Directors

J. DAVID WUEST
Executive Secretary

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
STATE OF NEVADA BOARD OF PHARMACY

August 4, 2025

Debra R. McCurtainMurry
[redacted]
Henderson, NV 89002

Re: Debra R. McCurtainMurry and Case No. 24-131-CS-S

Dear Debra R. McCurtainMurry,

The hearing for case number 24-131-CS-S has been scheduled for **Wednesday, 9/3/2025** at **9:00 AM PST** or soon thereafter at the following location:

Hyatt Place
1790 E Plumb Ln
Reno, NV 89502

This is an in-person hearing; all respondents, witnesses and counsel must appear in person before the Board.

Pursuant to NRS 241.033, please be advised that the hearing is a public meeting, and the Board may, without further notice, take administrative action against you if the Board determines that such administrative action is warranted after considering your character, alleged misconduct, professional competence, or physical or mental health. The Board at its discretion may go into closed session to consider your character, alleged misconduct, professional competence, or physical or mental health. You may attend any closed session, have an attorney or other representative of your choosing present during any closed session, and present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health during any closed session.

If you have any questions, please feel free to contact the board staff.

Sincerely,

Jessette Phaynarikone
Administrative Assistant - Board Coordinator I
Nevada State Board of Pharmacy

9489 0178 9820 3039 9718 65

JOE LOMBARDO
Governor

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
Deputy Directors

J. DAVID WUEST
Executive Secretary

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
STATE OF NEVADA BOARD OF PHARMACY

August 4, 2025

Debra R. McCurtainMurry c/o Nevada Weight Loss & Wellness Inc.
2501 N Green Valley Pkwy #101D
Henderson, NV 89014

Re: Debra R. McCurtainMurry and Case No. 24-131-CS-S

Dear Debra R. McCurtainMurry,

The hearing for case number **24-131-CS-S** has been scheduled for **Wednesday**, **9/3/2025** at **9:00 AM PST** or soon thereafter at the following location:

Hyatt Place
1790 E Plumb Ln
Reno, NV 89502

This is an in-person hearing; all respondents, witnesses and counsel must appear in person before the Board.

Pursuant to NRS 241.033, please be advised that the hearing is a public meeting, and the Board may, without further notice, take administrative action against you if the Board determines that such administrative action is warranted after considering your character, alleged misconduct, professional competence, or physical or mental health. The Board at its discretion may go into closed session to consider your character, alleged misconduct, professional competence, or physical or mental health. You may attend any closed session, have an attorney or other representative of your choosing present during any closed session, and present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health during any closed session.

If you have any questions, please feel free to contact the board staff.

Sincerely,

Jessette Phaynarikone
Administrative Assistant - Board Coordinator I
Nevada State Board of Pharmacy

9489 0178 9820 3039 9718 72

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9489017898203039971865

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before August 22, 2025 or your item will be returned on August 23, 2025. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivery Attempt: Action Needed
Reminder to Schedule Redelivery of your item before August 22, 2025
August 13, 2025

Available for Pickup
HENDERSON
404 S BOULDER HWY
HENDERSON NV 89015-9998
M-F 0900-1730; SAT 0900-1700
August 8, 2025, 6:46 pm

Notice Left (No Authorized Recipient Available)
HENDERSON, NV 89002
August 8, 2025, 4:26 pm

Pre-Shipment, USPS Awaiting Item
August 5, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Schedule Redelivery

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less

Remove ×

Tracking Number:

9489017898203039971872

Copy **Add to Informed Delivery (https://informeddelivery.usps.com/)**

Latest Update

Your item was returned to the sender at 11:15 am on August 11, 2025 in HENDERSON, NV 89014 because the forwarding order for this address is no longer valid.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

Forward Expired

HENDERSON, NV 89014
August 11, 2025, 11:15 am

Redelivery Scheduled for Next Business Day

HENDERSON, NV 89014
August 9, 2025, 4:00 pm

Pre-Shipment, USPS Awaiting Item

August 5, 2025

● **Hide Tracking History**

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

See More ⌄

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **DEBRA RENEE MCCURTAIN, APRN, Certificate of Registration No. CS31659,** **Respondent.**	**Case No. 24-131-CS-S** **MEMORANDUM OF ATTORNEY'S FEES AND COSTS**

Pursuant to NRS 622.400, the undersigned hereby submits the following itemized bill of costs and reasonable attorney's fees incurred by the Nevada State Board of Pharmacy in connection with the investigation and prosecution of the above-entitled administrative action.

Investigative Time – Dena McClish				
Date(s)	Description	Hours	Rate	Amount
4/17/24	Initiate case review.	0,50	$53.00/hr	$26.50
4/22/24	Research and obtain documentation of CA revocation.	0.75	$53.00/hr	$39.75
5/9/24	Draft investigation report.	1.50	$53.00/hr	$79.50
5/22/24	Review and submit for prosecution.	0.50	$53.00/hr	$26.50
Subtotal (Investigation): $145.75				
Attorney Time - Brett Kandt				
Date(s)	Description	Hours	Rate	Amount
4/22/24	Confer with staff and review investigative case file in case 24-131-CS-S; draft and serve Notice of Suspension.	1.75	$104.00/hr	$182.00
4/23/25	Research and draft Notice of Intended Action and	5.25	$104.00/hr	$546.00

exhibit 3

	Accusation			
7/29/25	Confer with staff and prepare for hearing; prepare exhibits.	1.00	$104.00/hr	$104.00
8/12/25	Confer with staff; prepare memorandum of attorney's fees and costs and declaration of service.	2.00	$104.00/hr	$208.00
9/1/25	Final hearing preparation; draft proposed findings of fact, conclusions of law and order; send default notice.	2.25	$104.00/hr	$234.00
9/3/25	Default hearing in case 24-131-CS-S; finalize order.	1.00	$104.00/hr	$104.00
Subtotal (Attorney Time): $1,378.00				

Administrative Costs				
Date(s)	Description	Hours	Rate	Amount
7/24/25	Jessette Phaynarikone finalized, filed and served Accusation via certified/regular mail.	0.50	$25.00/hr	$12.50
8/4/25	Jessette Phaynarikone served Notice of Hearing for September 3, 2025.	0.50	$25.00/hr	$12.50
Subtotal (Administrative Costs): $25.00				
Additional Recoverable Costs: Postage/Mailing Costs: $41.80				
Total Attorney's Fees and Recoverable Costs: $1,590.55				

I, Brett Kandt, affirm, to the best of my knowledge and belief, that the foregoing is a true and correct statement of reasonable attorney's fees and recoverable costs incurred by the Board in the above-entitled action.

DATED this 3rd day of September, 2025.

Brett Kandt
General Counsel
Nevada State Board of Pharmacy

5P

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **SMITH'S PHARMACY #315,** **Pharmacy License No. PH03897,** **ALYSSA MERCEDES GARCIA, PT,** **Certificate of Registration No. PT20499, and** **OCTAVIA LORAINE BROOKS, RPH,** **Certificate of Registration No. 20950,** **Respondents.**	**CASE NOS. 25-076-PH-S** **25-076-PT-S** **25-076-RPH-S** **DECLARATION OF ERIN MILLER**

I, Erin Miller, hereby state the following:

1. I am the Board Coordinator II and Administrative Assistant to the Nevada State Board of Pharmacy (Board). I have personal knowledge of the matters stated herein and would be competent to testify thereon if called upon to do so.

1. I am responsible for filing and serving by mail pleadings and notices related to disciplinary actions before the Board.

2. On June 11, 2025, I served the Notice of Intended Action and Accusation (Accusation) on file herein together with the Statement to Respondent and Notice of Hearing by certified mail to Respondent Alyssa Mercedes Garcia, PT, Certificate of Registration No. PT20499, at her address of record with the Board, affixed with a tracking number, in conformance with NRS 639.242 and NAC 639.972. True and correct copies of the Accusation, the envelopes with tracking numbers, and USPS tracking results are attached hereto as Exhibit 1.

3. On June 25, 2025, I again served the Notice of Intended Action and Accusation (Accusation) on file herein together with the Statement to Respondent and Notice of Hearing by certified mail to Respondent Alyssa Mercedes Garcia, PT, Certificate of Registration No.

Exhibit 1

PT20499, at her address of record with the Board, affixed with a tracking number, in conformance with NRS 639.242 and NAC 639.972. True and correct copies of the envelopes with tracking numbers, and USPS tracking results for the second attempted service are attached hereto as Exhibit 2.

4. I, Erin Miller, hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of August, 2025.

Erin Miller, Board Coordinator II
Nevada State Board of Pharmacy

Exhibit 1
25-076-PT-S
Alyssa Garcia

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 11th day of June 2025, I served a true and correct copy of the foregoing document by Standard U.S. mail to the following:

Alyssa Garcia
[redacted]
Reno, NV 89511

ERIN MILLER
ADMINISTRATIVE ASSISTANT,
BOARD COORDINATOR II

MAILED
6/11/25

Standard $2.04
Certified $8.72

Alyssa Garcia
[redacted]
Reno, NV 89511
25-076-PT-S. NIAA

9489 0178 9820 3039 9847 42

ALERT: TROPICAL STORM ERIN IN THE CARIBBEAN REGION AND A TROPICAL DISTURBANC...

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9489017898203039984742

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Moving Through Network

In Transit to Next Facility, Arriving Late
July 8, 2025

Arrived at USPS Regional Facility
RENO NV DISTRIBUTION CENTER
July 4, 2025, 4:07 pm

Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
July 2, 2025, 8:42 am

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
July 1, 2025, 9:20 am

Arrived at USPS Regional Facility
PHOENIX AZ DISTRIBUTION CENTER
June 26, 2025, 4:26 am

Return to Sender
RENO, NV 89511
June 14, 2025, 7:29 am

Arrived at USPS Regional Facility
RENO NV DISTRIBUTION CENTER
June 13, 2025, 1:00 pm

Accepted at USPS Origin Facility
RENO, NV 89521
June 13, 2025, 11:45 am

Pre-Shipment, USPS Awaiting Item
June 12, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

Exhibit 2
25-076-PT-S
Alyssa Garcia

CERTIFICATE OF SERVICE

I certify that I am an employee of the Nevada State Board of Pharmacy, and that on this 25th day of June 2025, I served a true and correct copy of the foregoing document by Standard U.S. mail to the following:

Alyssa Garcia
[redacted]
Las Vegas, NV 89128

ERIN MILLER
ADMINISTRATIVE ASSISTANT,
BOARD COORDINATOR II

MAILED
6/11/25

Standard $2.04
Certified $8.72

Alyssa Garcia
[redacted]
Reno, NV 89511
25-076-PT-S. NIAA

9489 0178 9820 3039 9847 42

[redacted]

Alyssa Garcia
[redacted]
Las Vegas, NV 89128
25-076-PT-S. 2nd resent NIAA

9489 0178 9820 3039 9742 48

MAILED
6/25/25

Certified: $8.72
Standard: $2.04

ALERT: TROPICAL STORM ERIN IN THE CARIBBEAN REGION AND A TROPICAL DISTURBANC...

USPS Tracking®

FAQs >

Tracking Number:

Remove ×

9489017898203039974248

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item arrived at our USPS facility in PHOENIX AZ DISTRIBUTION CENTER on August 16, 2025 at 3:56 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Moving Through Network

Arrived at USPS Regional Facility
PHOENIX AZ DISTRIBUTION CENTER
August 16, 2025, 3:56 pm

Unclaimed/Being Returned to Sender
LAS VEGAS, NV 89128
August 12, 2025, 10:31 am

Notice Left (No Authorized Recipient Available)
LAS VEGAS, NV 89128
July 24, 2025, 11:36 am

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
July 23, 2025, 10:51 am

Arrived at USPS Regional Facility
PHOENIX AZ DISTRIBUTION CENTER

July 21, 2025, 4:14 pm

Unclaimed/Being Returned to Sender
LAS VEGAS, NV 89128
July 17, 2025, 4:14 pm

Reminder to Schedule Redelivery of your item
July 3, 2025

Notice Left (No Authorized Recipient Available)
LAS VEGAS, NV 89128
June 28, 2025, 11:41 am

Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
June 28, 2025, 8:51 am

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER
June 27, 2025, 9:56 am

Arrived at USPS Regional Facility
RENO NV DISTRIBUTION CENTER
June 26, 2025, 2:39 pm

Accepted at USPS Origin Facility
RENO, NV 89521
June 26, 2025, 1:24 pm

Pre-Shipment, USPS Awaiting Item
June 26, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates

Return Receipt Electronic

USPS Tracking Plus®

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **SMITH'S PHARMACY #315,** **Pharmacy License No. PH03897,** **ALYSSA MERCEDES GARCIA, PT,** **Certificate of Registration No. PT20499, and** **OCTAVIA LORAINE BROOKS, RPH,** **Certificate of Registration No. 20950,** **Respondents.**	**CASE NOS. 25-076-PH-S** **25-076-PT-S** **25-076-RPH-S** **DECLARATION OF** **JESSETTE PHAYNARIKONE**

I, Jessette Phaynarikone, hereby state the following:

1. I am Administrative Assistant Board Coordinator I to the Nevada State Board of Pharmacy (Board). I have personal knowledge of the matters stated herein and would be competent to testify thereon if called upon to do so.

1. I am responsible for filing and serving by mail pleadings and notices related to disciplinary actions before the Board.

2. On August 4, 2025, I served a Notice of Hearing by certified mail to Respondent Alyssa Mercedes Garcia, PT, Certificate of Registration No. PT20499, at her address of record with the Board, affixed with a tracking number, in conformance with NRS 241.0333. True and correct copies of the Notice of Hearing, the envelopes with tracking numbers, and USPS tracking results are attached hereto.

Exhibit 2

3. I, Jessette Phaynarikone, hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of August 2025.

Jessette Phaynarikone
Administrative Assistant -Board Coordinator I
Nevada State Board of Pharmacy

Exhibit
25-076-PT-S
Alyssa Garcia

JOE LOMBARDO
Governor

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL E. SCHAERER
Deputy Directors

J. DAVID WUEST
Executive Secretary

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
STATE OF NEVADA BOARD OF PHARMACY

August 4, 2025

Alyssa Mercedes Garcia
[redacted]
Las Vegas, NV 89128

Re: Alyssa Mercedes Garcia and Case No. 25-076-PT-S

Dear Alyssa Mercedes Garcia,

The hearing for case number 25-076-PT-S has been scheduled for **Wednesday, 9/3/2025** at **9:00 AM PST** or soon thereafter at the following location:

Hyatt Place
1790 E Plumb Ln
Reno, NV 89502

This is an in-person hearing; all respondents, witnesses and counsel must appear in person before the Board.

Pursuant to NRS 241.033, please be advised that the hearing is a public meeting, and the Board may, without further notice, take administrative action against you if the Board determines that such administrative action is warranted after considering your character, alleged misconduct, professional competence, or physical or mental health. The Board at its discretion may go into closed session to consider your character, alleged misconduct, professional competence, or physical or mental health. You may attend any closed session, have an attorney or other representative of your choosing present during any closed session, and present written evidence, provide testimony, and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health during any closed session.

If you have any questions, please feel free to contact the board staff.

Sincerely,

Jessette Phaynarikone
Administrative Assistant - Board Coordinator I
Nevada State Board of Pharmacy

9489 0178 9820 3039 9717 66

ALERT: HURRICANE ERIN IN THE CARIBBEAN REGION AND THE CAROLINAS IN THE U.S. MA...

USPS Tracking®

FAQs >

Tracking Number:

Remove ×

9489017898203039971766

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before August 22, 2025 or your item will be returned on August 23, 2025. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivery Attempt: Action Needed
Reminder to Schedule Redelivery of your item before August 22, 2025
August 13, 2025

Notice Left (No Authorized Recipient Available)
LAS VEGAS, NV 89128
August 8, 2025, 11:31 am

Pre-Shipment, USPS Awaiting Item
August 5, 2025

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

Schedule Redelivery

Return Receipt Electronic

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

5Q

BEFORE THE NEVADA STATE BOARD OF PHARMACY

NEVADA STATE BOARD OF PHARMACY, **Petitioner,** **v.** **HANGER PROSTHETICS AND ORTHOTICS, License No. MP00721, as successor in interest to ABILITY PROSTHETICS AND ORTHOTICS, License No. MP01037,** **Respondent.**	**Case No. 23-234-MP-N** **STIPULATION AND ORDER**

J. David Wuest, in his official capacity as Executive Secretary of the Nevada State Board of Pharmacy ("Board"), by and through the Board's Senior General Counsel, Gregory L. Zunino, and Hanger Prosthetics and Orthotics ("Respondent"), License No. MP00721, by and through its authorized representative, hereby stipulate and agree as follows:

1. The Nevada State Board of Pharmacy ("Board") has jurisdiction over Respondent and this matter.

2. The Board's staff properly served Respondent with the Notice of Intended Action and Accusation ("Accusation") on file in this matter, together with the Statement to Respondent and Notice of Hearing.

3. Respondent acknowledges that Respondent understands the terms of this Stipulation and Proposed Order ("Stipulation"), and Respondent has executed it knowingly and voluntarily.

4. Respondent is aware of the right to a hearing on the matters alleged in the Accusation, the right to reconsideration of a Board determination in a contested case, the right to appeal a Board determination in a contested case, and all other rights afforded to Respondent under NRS Chapter 233B, the Nevada Administrative Procedure Act, NRS Chapter 622A, which governs administrative procedure before the Board, and NRS Chapter 639, the Nevada Pharmacy Act.

5. Conditioned on the acceptance of this Stipulation by the Board and excluding the right to challenge any determination that Respondent has failed to comply with the provisions of this

Stipulation, Respondent hereby freely and voluntarily waives the rights to a hearing, reconsideration, appeal, and other rights related to this action as identified above.

6. Respondent does not contest the allegations stated in Counts One and Two of the Accusation on file herein, and Respondent further admits that evidence exists, and that Board staff prosecuting this case could present such evidence at an administrative hearing, to establish a factual basis for the alleged violations, to wit:

A. At the time of the events described below, Respondent, a medical products provider, was licensed by the Board to conduct business from a facility at 961 Matley Lane in Reno, Nevada. Respondent continues to conduct business from that facility under license no. MP00721.

B. On or about July 12, 2022, Respondent acquired the assets and/or 100% of the ownership interests formerly associated with a licensed facility at 309 Kirman Avenue in Reno, Nevada, which operated under license no. MP01037. Respondent purchased said assets and/or ownership interests from Travis Humphreys, Tina Humphreys and/or Ability Prosthetics and Orthotics, LLC.

C. Immediately after the acquisition, Tina Humphreys resigned her position as the authorized administrator of the facility at 309 Kirman Avenue in Reno, Nevada. Travis Humphreys assumed the position of administrator despite not having been approved by the Board.

D. Respondent failed to notify the Board when Tina Humphreys resigned her position as the authorized administrator of the facility at 309 Kirman Avenue in Reno, Nevada.

E. Respondent failed to notify the Board of the change in the controlling interest of the business licensed by the Board to sell medical products from the facility at 309 Kirman Avenue in Reno, Nevada.

F. In December 2022, Respondent closed the facility at 309 Kirman Avenue in Reno, Nevada.

7. Upon approval of this Stipulation, Count Three of the Accusation shall be dismissed. As to Counts One and Two of the Accusation, the Board and Respondent agree to the following:

A. Respondent acknowledges that license no. MP01037, formerly assigned to the facility at 309 Kirman Avenue in Reno, Nevada, was forfeited pursuant to NRS 639.180(6).

B. Respondent shall pay an aggregate fine of Four Thousand and 00/100 Dollars ($4,000.00). This sum shall be payable by *cashier's check, certified check* or *money order* written to the **"State of Nevada, Office of the Treasurer."** Respondent shall remit payment in full to the Board's Reno office, located at 985 Damonte Ranch Parkway, Suite 206, Reno, Nevada 89521, on or before October 31, 2025.

C. Respondent shall pay the sum of Five Hundred and 00/100 Dollars ($500.00) to partially reimburse the Board for recoverable attorney's fees and costs incurred in investigating and prosecuting this matter. This sum shall be payable by *cashier's check, certified check* or *money order* written to the **"Nevada State Board of Pharmacy."** Respondent shall remit payment in full to the Board's Reno office, located at 985 Damonte Ranch Parkway, Suite 206, Reno, Nevada 89521, on or before October 31, 2025.

8. The parties agree that Respondent's License No. MP00721, currently assigned to the facility at 961 Matley Lane in Reno, Nevada, remains in full force and effect without probationary terms, conditions, or restrictions.

9. This Stipulation constitutes a full and final resolution of the Accusation in Case No. 23-234-MP-N. Any failure by Respondent to comply with the terms stated herein may result in issuance by the Executive Secretary of an order to show cause, pursuant to NAC 639.965, directing Respondent to appear before the Board at the next regularly scheduled meeting for a show cause hearing. If such a hearing results in a finding of a violation by Respondent, the Board may impose additional discipline upon Respondent not inconsistent with the provisions of NRS Chapter 639.

10. The Board's Senior General Counsel will present this Stipulation to the Board for approval pursuant to NRS 622.330 at the Board's regularly scheduled public meeting on September 3, 2025, in Reno, Nevada. The Board Members and Staff may discuss and deliberate regarding this Stipulation, even if Respondent's authorized representative fails to appear for the meeting.

11. The Board may accept this Stipulation, but it is not obligated to do so. If this Stipulation is approved by the Board, it shall be a public record pursuant to NRS 622.330 and shall be reported to the National Practitioner Data Bank pursuant to 42 U.S.C. § 1396r–2 and 45 CFR Part 60.

12. If the Board rejects any part or all this Stipulation, and unless the parties reach an alternative agreement on the record during the hearing, the parties agree that the Board may hear a full contested hearing on the merits of all alleged violations as stated in the Accusation. The terms and admissions herein may not be used, relied upon, or referred to by any party during any such hearing.

13. Subject to the approval of this Stipulation by the Board, the Board and Respondent agree to release each other from any or all additional claims arising from the facts set forth in the Accusation on file herein, whether known or unknown that might otherwise have been asserted by the Board on or before the effective date of this Order.

AGREED:

Signed this 21st day of August 2025.

HANGER PROSTHETICS AND ORTHOTICS

By: _____

THOMAS E. HARTMAN
Senior Vice President & General Counsel

Signed this 21st day of August 2025.

NEVADA STATE BOARD OF PHARMACY

By: _____

GREGORY L. ZUNINO
Senior General Counsel

DECISION AND ORDER

As to Respondent Hanger Prosthetics and Orthotics, License No. MP00721, in Case No. 23-234-MP-N, the Nevada State Board of Pharmacy hereby adopts the foregoing Stipulation as its final decision in this matter and orders that its terms be made effective upon the date of entry set forth below.

IT IS SO ORDERED.

Entered this 3d day of September 2025.

_____
Helen Park, President
Nevada State Board of Pharmacy

7A

National Health RX

Table of Contents:

Mission Statement – National Health Rx Pharmacy

At National Health Rx Pharmacy, our mission is to deliver exceptional pharmaceutical care that upholds the highest standards of regulatory compliance, prioritizes patient health and well-being, and fosters trust within our community.

We are committed to:

- **Regulatory Compliance** – Operating with integrity and strict adherence to all federal, state, and Board of Pharmacy regulations to ensure safe, ethical, and transparent pharmacy practices.

- **Patient Health & Well-Being** – Providing accurate, timely, and personalized medication services that promote optimal health outcomes and enhance quality of life.

- **Customer Service Excellence** – Building lasting relationships through compassion, respect, and responsive service that exceeds patient expectations.
- **Employee Development** – Investing in our team through ongoing education, professional growth opportunities, and a culture of collaboration and accountability.

- **Operational Excellence** – Continuously improving our systems, processes, and technologies to maximize efficiency, accuracy, and service quality.

- **Community Awareness & Engagement** – Serving as a trusted healthcare partner through outreach, education, and collaboration with local providers to strengthen community wellness.

At National Health Rx, we believe that compliance, care, and community are the pillars of a pharmacy that patients can trust—today and for generations to come.


NATIONAL HEALTH Rx PHARMACY
101
NO COST
DELIVERY
101
NATIONAL
HEALTH
PRENATAL

NATIONAL HEALTH RX LLC
STANDARD OPERATING PROCEDURES
INDEX

CHAPTER I

GENERAL GUIDELINES

CHAPTER II

PERSONNEL

CHAPTER III

FACILITIES

CHAPTER IV

PHARMACIES PRACTICES

CHAPTER V

PROCUREMENT

CHAPTER VI

HAZARDOUS DRUGS

CHAPTER VII

QUALITY ASSURANCE – QUALTIY CONTROL

NATIONAL HEALTH RX LLC

STANDARD OPERATING PROCEDURES

PRESCRIPTIONS FOR LICENSED STATES

INDEX

CHAPTER VIII

GENERAL GUIDELINES

8.022 Massachusetts License not required at this time per state ---------- Tab #22

8.023 Michigan License MI - 5301012825 MI-CS – 5315237837 ---------- Tab #23

8.024 Minnesota License 265576 ---------- Tab #24

8.025 Mississippi License 16643/7.1 ---------- Tab #25

8.026 Missouri License 2013041148 ---------- Tab #26

8.027 Montana License PHA-MOP-LIC-47510---------- Tab #27

8.028 Nebraska License 1534 NH - NR2268 ---------- Tab #28

8.029 Nevada License PHN02028 ---------- Tab #29

8.030 New Hampshire License NR2268 ---------- Tab #30

8.031 New Jersey License 28RO00103700 ---------- Tab #31

8.032 New Mexico License NM - PH00003865, NM - CS00221297 ---------- Tab #32

8.033 New York License 35754 ---------- Tab #33

8.034 North Carolina License – Vacant ---------- Tab #34

8.035 North Dakota License Phar1396 ---------- Tab #35

8.036 Ohio License 22590100 ---------- Tab #36

8.037 Oklahoma License 99-9110 ---------- Tab #37

8.038 Oregon License RP-0003325-CS-BP9296749 ---------- Tab #38

8.039 Pennsylvania License NP000476 ---------- Tab #39

8.040 Rhode Island License PHN11344 ---------- Tab #40

8.041 South Carolina License 19985 ---------- Tab #41

8.042 South Dakota License 400-1776 ---------- Tab #42

8.043 Tennessee License 6733 ---------- Tab #43

8.044 Texas License 26369 ---------- Tab #44

8.045 Utah License 7977804-1708 (Class-D) - CS 7977804-8913 ---------- Tab #45

8.046 Vermont License 36.0134603 ---------- Tab #46

8.047 Virginia License 214002181 ---------- Tab #47

8.048 Washington License PHNR.FO.60787095 ---------- Tab #48

8.049 West Virginia License MO0561153 ---------- Tab #49

11B

Nevada Professionals Health Programs
Medical Counseling Agreement

The Nevada Professionals Health Program (NVPHP) Medical Counseling Agreement is a legal document specifying the terms NVPHP agrees to counsel, support, and monitor a medical professional within the program. The purpose of this contract is to prevent any misunderstanding of the terms and the time specified. It is specifically designed to meet the needs of the individual. All provisions may not apply to every individual; however, all provisions will apply unless indicated explicitly for the omission.

Provisions of the Contract

1. I agree to the terms of this contract from June 7, 2025, until December 31, 2026.

2. I understand that all expenses connected with my treatment in the program are my responsibility. The NVPHP monthly fee is $250.00, which includes random urine drug screenings, monthly office visits, counseling as required, and written reports to parties requesting verification of my participation in the NVPHP monitoring program.

3. I agree to participate in the ***Aftercare (In-Person)*** meeting with NVPHP on the first Tuesday of each month and ***Peer Support Group Counseling (Zoom)*** each Wednesday, held at 1500 and 1800 hours. (Only one meeting is required) Participants may be excused with prior approval and miss a maximum of four Peer Support Group Counseling meetings per year.

4. Monitoring agreements are abstinence-based. I agree to abstain from any mood-altering drugs, including alcohol, completely. If a physician prescribes any medications, I will notify NVPHP and provide a copy of the prescription for my file.

5. I agree to pay all financial obligations, including NVPHP monitoring fees.

Nevada Professionals Health Programs
Medical Counseling Agreement

6. I agree not to manage my medical care and to comply with the treatment plan, including but not limited to complying with recommendations and not self-prescribing or independently discontinuing medications.

7. I agree to have no more than one (1) individual counselor besides the NVPHP Clinical Director.

8. I agree to notify NVPHP within twenty-four (24) hours of any changes in my physical or mental health, contact information, employer, or work setting.

9. I agree to consent to the release to NVPHP of verbal information and all documentation, including toxicology testing results of visits to emergency treaters, with any third parties, such as emergency treaters.

10. I agree to be appropriately courteous and cooperative in all contacts with NVPHP staff and representatives and to return calls and e-mails within twenty-four (24) hours.

11. I agree to submit to random urinalysis screenings as determined by the NVPHP Clinical Program Director. At a minimum, you will be tested at least one (1) time each month. You must report within four (4) hours of notification. In cases where you cannot leave your place of employment, you must report within two (2) hours of your shift ending.

12. I agree to attend at least one (2) mutual support meetings each week. These meetings can be Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Celebrate Recovery (CR), Caduceus, or SMART Recovery meetings.

13. I understand that ungloved administration of anesthesia/sedation can produce positive toxicology results. I, therefore, agree that I will not administer medications without wearing gloves.

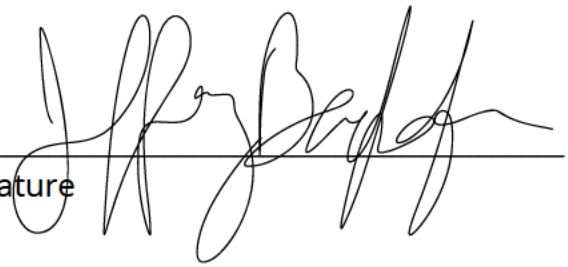
Nevada Professionals Health Programs
Medical Counseling Agreement

14. I understand that the documentation of my progress will be kept confidential at NVPHP.

15. I understand this contract is valid until December 31, 2026.

16. I understand and agree that my failure to comply with any of this contract's provisions will result in notification to the governing Nevada State Board and my current employer. Furthermore, NVPHP is authorized to furnish the State Board copies of this contract, medical records, drug screen results, and other records pertinent to my treatment and aftercare.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION:



07-07-2025

Signature Date

Mark Chase 07-07-2025

Clinical Program Director Date

REQUEST AND AUTHORIZATION FOR SEPARATION

This contains information which must be protected IAW AFI 33-332 and DoD Regulation 5400.00; Privacy Act of 1974 as Amended Applies, and it is for Official Use Only (FOUO). It must be protected or Privacy Act information removed prior to further disclosure.

1. TYPE OF SEPARATION:

[X] DISCHARGE [ ] ENTRY LEVEL SEPARATION [ ] RELEASE FROM VOID ENLISTMENT [ ] RELEASE FROM EAD/REVERTS TO ANG

[ ] RELEASE FROM ACTIVE DUTY/TRANSFERS TO RESAF [ ] RELEASE FROM EAD/REVERTS TO RESAF [ ] DISMISSAL

2. AUTHORITY: [X] BY DIRECTION OF THE PRESIDENT [ ] RESIGNATION ACCEPTED BY THE PRESIDENT

3 a. NAME *(Last, First, MI)*	3 b. GRADE	3 c. SSAN	4. PLACE OF ENTRY ON ACTIVE DUTY OR ENLISTMENT
BACKOFEN, JEFFREY C	CPT	[redacted]	LAS VEGAS NV

5. HOME OF RECORD	6. FUTURE MAILING ADDRESS	7. UNDER 2 YEARS SERVICE
[redacted]	[redacted]	[ ] (E-4 Only)

8. PAFSC	9. RESERVE AF GRADE	10. MIL SVC OBLIGATION DATE	11. AERONAUTICAL RATING	12. FLYING STATUS
44G3		NO		[ ] YES [X] NO

13. EFFECTIVE DATE	14. CHARACTER OF SERVICE		15. CERTIFICATE ISSUED
19 DEC 2024	[X] HONORABLE	[ ] UNDER OTHER THAN HONORABLE CONDITIONS	[ ] DD FORM 256 AF
	[ ] GENERAL *(Under Honorable Conditions)*	[ ] BAD CONDUCT DISCHARGE	[X] DD FORM 214
	[ ] UNCHARACTERIZED	[ ] DISHONORABLE DISCHARGE	[redacted]

16. RELIEVED FROM ASSIGNMENT *(Unit, Major Command, Address and Servicing MPF)*	17. WILL PROCEED TO
ACC 20 OP MED READINESS SQ FFNPK0 SHAW SC 291520000	[ ] PLACE OF ENTRY ON ACTIVE DUTY OR ENLISTMENT [X] HOME OF RECORD [ ] OTHER *(See Remarks)* [ ] HOME OF SELECTION

18. TRAVEL BY PRIVATE CONVEYANCE (TPC) [X] NO [ ] YES, WITH 0 DAYS TRAVEL TIME PERMITTED.

19. MEMBER QUALIFIES FOR FULL TRAVEL/TRANSPORTATION ENTITLEMENT UNDER THE JTR [ ] YES [X] NO

20. ASSIGNED TO *(Check if Applicable)*

a. ARPC DENVER, CO	b. PROJECTED UNIT OF ACCESSION	c. TYPE OF POSITION:
[ ] YES [X] NO		[ ] MOBILIZATION AUGMENTEE [ ] REINFORCEMENT DESIGNEE [ ] UNIT [ ] AGR [ ] TR

d. UNIT OF ASSIGNMENT AND MPF	e. TRAINING/PAY CATEGORY	f. RESERVE SECTION CODE	g. FUNCTIONAL ACCT CODE
	h. AUTHORIZED GRADE	i. AUTHORIZED AFSC	j. POSITION CONTROL NO.

21a. ELIGIBLE FOR (PER 10 U.S.C. 1174)	b. ENTITLED TO SEVERANCE/SEPARATION PAY			c. CHAPTER 61, 10 U.S.C. DISABILITY
[ ] SEPARATION PAY	SERVICE FOR PAY IS:			[ ] NOT ENTITLED TO BENEFITS
[ ] READJUSTMENT PAY	YEARS	MONTHS	DAYS	[ ] NOT APPLICABLE
CREDITABLE ACTIVE FEDERAL SERVICE				[redacted]
YEARS / MONTHS / DAYS				

22. DEPENDENTS

[redacted]

23. REMARKS

23A. SEPARATION PROGRAM DESIGNATOR (SPD) CODE IS GKK.

23B. FOR INFORMATION ON ORDER AMENDMENTS, PLEASE REFER TO MYFSS AMENDING SEPARATION ORDERS AT HTTPS://MYFSS.US.AF.MIL/USAFCOMMUNITY/S/

24. DATE	25. ORDERS ISSUING/APPROVING OFFICIAL *(Name, Grade, Title, DSN Phone)*	26. SIGNATURE
16 DEC 2024	[redacted]	[redacted]

27. EXPENSES CHARGEABLE TO: BRANCH OF SERVICE: AIR FORCE (*INSERT M, D, H, I, T, G, OR Y)

[redacted]

28. DESIGNATION AND LOCATION OF HEADQUARTERS	29. AUTHORITY	30. SPECIAL ORDER NO.	31. DATE
DEPARTMENT OF THE AIR FORCE [redacted]	[redacted]		16 DEC 2024
	32. TDN FOR THE COMMANDER		

33. DISTRIBUTION	34. SIGNATURE ELEMENT OF ORDERS AUTHENTICATING OFFICIAL
AA	CAC/PKI SIGNED BY SSG JONES.CHARLES.ALAN.1384691362 CAC SERIAL NUMBER: 01A619 ISSUERCN: DOD ID CA-71 MILITARY SEPARATIONS NCO

DAF FORM 100, 20220624 PREVIOUS EDITIONS ARE OBSOLETE

PRIVACY ACT INFORMATION: When filled in, the information in this form is CONTROLLED UNCLASSIFIED INFORMATION. Protect IAW the Privacy Act of 1974.

DEFENSE HEALTH AGENCY
20TH MEDICAL GROUP - SHAW
420 POLIFKA AVENUE, BUILDING 1042
SHAW AIR FORCE BASE, SOUTH CAROLINA 29152-5100

12/16/24

MEMORANDUM FOR SELECTION COMMITTEE

FROM: 20 OMRS/CC

SUBJECT: Letter of Recommendation – Jeffrey Backofen

1. I would like to recommend Jeffrey Backofen as an outstanding addition to your team. Jeff arrived here in the Fall of 2023 as a Captain and a newly graduated resident. He quickly jumped into training to become a Flight Medicine Doctor. In the Air Force our Flight Docs support aviation medicine and are leaders within the Aerospace medical community. Jeff started his journey alongside 5 other flight docs, 14 technicians, and 2 nurses in delivering flight medicine primary care, minor surgical procedures, medical clearances, and occupational health visits for 1200 enrolled Airmen.

2. Unfortunately, Jeff consumed an illegal substance which automatically disqualified him from practicing medicine and serving in the Air Force. Although, he made a life-altering mistake, Jeff did everything possible to recover. He was enrolled (and completed) in our Alcohol and Drug Abuse Prevention and Treatment program, went in-patient to a facility to get assistance, kept an incredibly positive attitude, and most importantly he did not quit. His efforts and attitude since making this mistake, has progressively shown that Jeff is resilient, always professional and driven in proving that he has what it takes to be not only a good doctor, but an employee that can overcome anything.

3. Although Jeff could not practice medicine, he stepped up and took on the task of managing, proctoring, and record keeping for the Automated Neuropsychological assessment metric testing, a required step for all deployers in all military branches. He supported the execution of 14,100 patient encounters & 5900 records reviews clearing 35,000 deployment requirements & processing 60 waivers enabling 1100 deployers and 11,000 flying hours. He also took over the critical task of maintaining proper patient care area inventory control and checks and ensured a serviceable ambulance enabling staff to respond to all In-Flight Emergencies and posture for any mishaps or base immediate response emergencies. On two separate occasions, he reorganized records for members on flying status, Personnel Reliability Program and Arming Use of Force status securing over 1000 member's medical documents and ensuring compliance during a no-fail tri-annual inspection. Jeff consistently took the initiative to seek out ways to assist his team.

4. My ask is that you give Jeff a well-deserved second chance. Although his time with the Air Force is ending, he is separating with an Honorable Discharge and has grown immensely over the past year. He has taken a difficult situation and turned it into a learning experience demonstrating discipline and dedication to his team remaining engaged, positive, and striving to always support our mission. If you have any questions, please contact me at [redacted] or [redacted]

TOMLINSON.JENNIFER.JEAN.1161706856 Digitally signed by TOMLINSON.JENNIFER.JEAN.1161706856 Date: 2024.12.16 12:22:22 -05'00'

JENNIFER J. TOMLINSON, Lt Col, USAF, MSC
Commander, 20th Operational Medical Readiness Sq

Victory By Valor

25 Jun 2024

MEMORANDUM FOR ALL REVIEWING AUTHORITIES

FORM: LT COL REBECCA J. CASTANEDA

SUBJECT: Character Statement on Behalf of Capt Jeffrey Backofen

1. I am Dr. Jeffrey Backofen's direct supervisor. I am a nurse who has served in the Air Force for 19 years. I have been in some form of Flight Leadership for the past ten years and I have been in charge of Medical Flights or Units with up to forty-five people. I have .three AFCMs, one ARCM, and two MSMs. I am currently the Flight Commander for the Flight Medicine Clinic at Shaw AFB.

2. I have known Capt Backofen since he arrived at Shaw AFB in October 2023. I interact with him on almost a daily basis as his direct supervisor and Flight Commander.

3. In the beginning of Capt Backofen's time at Shaw, he had some issues with showing up on time to work and understanding the expectations of communication with myself as his supervisor. His behavior was addressed and he was receptive and worked toward changing his behaviors to align with military and unit standards. After the initial correction of his behavior, I have not had any issues with attitude, military bearing, or communication. Capt Backofen accepts any duty or responsibility I ask him to assist with and always has a very positive attitude about helping. He has never been disrespectful to myself or any of his co-workers. He participates in unit events and is always looking out for his fellow teammates. Due to the limitations of his ability to currently practice medicine, I often ask him to do things that are below his skill level and rank, he always accepts the tasks with enthusiasm and a team member approach. He has helped the unit move our records room, he helps our enlisted staff every month to perform their clinic checks to take the burden off of them, and he has volunteered to assist with multiple Squadron initiatives.

4. If Capt Backofen has meet his medical requirements, it is my opinion that he should be given the chance to begin to work toward his trained profession as a physician. From my knowledge he hasn't demonstrated any behavior after his initial incident that would prevent him to continue his path to becoming a fully certified doctor. Since he would be required to be directly supervised by another physician, I believe he should be given the opportunity to prove that he has learned from his misjudgments and that he is capable of becoming independent in his profession. People should be held accountable for their behaviors, but I truly believe that we should allow people to continue to grow from past mistakes, and I have not seen any behavior that would make me feel that Dr. Backofen did not deserve the same chance.

REBECCA J. CASTANEDA, Lt Col, USAF
Flight Commander, 20 OMRS

24 June 2024

MEMORANDUM FOR ALL REVIEWING AUTHORITIES

FROM: MSgt Jessica A. Pownell

SUBJECT: Character Statement on Behalf of Capt Jeffrey Backofen

1. I am MSgt Jessica Pownell the current Flight Chief of the Flight and Operational Medicine Clinic and I have been a medic in the United States Air Force for the past 17 years. I oversee the Flight Medicine clinic, staffed by 37 members from across 7 units on Shaw AFB. Additionally, I am the 20th MDG IDMT program coordinator and Field Response Team NCOIC.

2. I have known Capt Backofen since his arrival to Shaw AFB in October 2023. As a new provider, Capt Backofen interacted primarily with the other flight surgeons within the clinic; however, I would see him in the clinic daily, I briefly conversed with and got to know Capt Backofen.

3. Through the challenges he has faced over the last several months, Capt Backofen has remained positive in attitude and motivated to helping in the clinic where he can. He has regularly participated in clinic functions and morning huddles providing valuable inputs. Whenever I have asked him to complete tasks, such as inventorying exam rooms and ambulances for end of months check requirements, Capt Backofen is thorough and quick to perform. On several occasions, when I've reported to medical preceptors on patients in my provider capacity, Capt Backofen has been in the room and provided appreciated feedback and sound advise further enhancing my knowledge and understanding of medicine.

4. In the short time I have known him, Capt Backofen has demonstrated drive, motivation, willingness to be part of our clinic team and a very positive attitude. If you have any questions, please contact me at [redacted]

POWNELL.JESSICA.ARLENE.1136679623 Digitally signed by POWNELL.JESSICA.ARLENE.1136679623 Date: 2024.06.24 20:14:08 -04'00'

JESSICA A. POWNELL, MSgt, USAF
Flight Chief, Flight & Operational Medicine Clinic

12

STATE OF NEVADA
BOARD OF PHARMACY
985 Damonte Ranch Pkwy, Ste 206
Reno, NV 89521

August 8, 2025

Justin Curnett, Pharm.D.
Advanced Molecular Compounding, LLP
167 Southside Way, Unit C
Chubbuck, ID 83202
justin@molecularcoaches.com

Dear Dr. Curnett:

You have petitioned the Nevada State Board of Pharmacy (the "Board") for an advisory opinion concerning your intention to operate a mobile nuclear pharmacy in the state of Nevada. According to your petition, the proposed mobile nuclear pharmacy will be situated in a semi-tractor trailer. The trailer will be equipped with a bathroom, running water, a "mobile" cleanroom, and applicable safety systems, and it will be staffed by one or more traveling nuclear pharmacists. The traveling nuclear pharmacists will compound radiopharmaceuticals en route to the various destinations where they will dispense the final compounded drug products.

As a preliminary matter, you have asked whether the proposed mobile nuclear pharmacy must be licensed by the Board, and if so, whether certain exceptions and/or exemptions may apply. As required by NRS 639.230, each pharmacy in Nevada must be licensed by the Board, and "[e]ach license must be issued to a specific person *for a specific location*." NRS 639.230(2) (*emphasis* added). "Pharmacy" is defined to include a nuclear pharmacy. NRS 639.012(2)(d). It follows that a nuclear pharmacy must be licensed by the Board for a specific location.

Indeed, a pharmacist may be disciplined by the Board for "[o]perating a pharmacy at a location other than the location at which the pharmacy is licensed to operate." NRS 639.210(4); NAC 639.945(1)(f). A mobile semi-tractor trailer is not a specific location. Therefore, the proposed mobile nuclear pharmacy cannot be licensed by the Board. Since the proposed mobile nuclear pharmacy cannot be licensed by the Board, the nuclear pharmacists on board will be prohibited from engaging in the practice of pharmacy. NRS 639.100; NAC 639.401.

There are currently no exceptions or exemptions to the above statutes and regulations. The proposed mobile pharmacy cannot be licensed absent a legislative amendment to NRS 639.230. The Board has no plans to sponsor or propose such an amendment. Likewise, the Board has no plans to rescind or retract its cease-and-desist order dated April 1, 2025. As requested, and as

required by NAC 639.150, we will put the matter of your petition for an advisory opinion on the agenda for the Board's public meeting on September 4, 2025.

Sincerely,

/s/ Gregory L. Zunino
Senior General Counsel
Nevada State Board of Pharmacy

14B

Independent Pharmacy & Workforce Impact Statement on Proposed Regulation R113-24

To the Nevada Board of Pharmacy:

As a practicing pharmacist and business owner, I want to respectfully share my perspective on the proposed Regulation R113-24. While I fully support the Board's mission to protect patients and improve workplace safety, the regulation in its current form poses serious risks to independent pharmacies, pharmacists, and the patients we serve.

---

1. Disproportionate Burden on Independent Pharmacies

Independent pharmacies do not have the corporate infrastructure of large chains. Without float pools, central fill systems, or compliance departments, independents would face a disproportionate burden under rigid staffing rules. Compliance could require manual recordkeeping, immediate hiring even in labor-shortage markets, or cutting back services to avoid penalties. The result would be an uneven playing field that favors large chains while threatening small community pharmacies.

---

2. Unsustainable Cost Model

The proposal could require staffing **up to three pharmacists per shift** to remain compliant during peak hours. With average Nevada pharmacist wages at **$40–$65 per hour — already lower than national averages** — this still translates upwards **or more than $250k - >$400,000 annually per location**.

These costs cannot be reconciled with current business realities. Pharmacy reimbursement rates from PBMs and payers continue to decline, often below drug acquisition costs. For independents, there is no cushion to absorb these expenses.

---

3. Patient Access Risks

If independents cannot financially comply, patients will bear the consequences:

- Reduction or elimination of clinical services such as immunizations, MTM, CLIA-waived testing, and adherence programs.
- Turning patients away during high-volume times to avoid compliance penalties.

- Permanent closure of pharmacies in rural and underserved communities, creating pharmacy deserts.

Instead of improving patient safety, the regulation risks reducing patient access across Nevada.

---

4. Workforce & Professional Consequences

The proposal would also destabilize the pharmacy profession:

- **Devaluation of the PharmD degree.** Pharmacies may be pressured to lower wages or reduce hours to offset costs, despite the extensive training and debt burden carried by new graduates.
- **Job insecurity.** Rigid mandates could force layoffs, conversion of full-time roles to part-time, and consolidation of positions.
- **Shrinking pipeline.** Prospective students may avoid pharmacy if a doctoral degree no longer guarantees professional compensation or job stability.

In Nevada, where pharmacist wages are already **below the national average**, this proposal would accelerate downward pressure on pay and job opportunities.

---

5. Conclusion

The intent of R113-24 is commendable, but the reality is clear: **the costs far outweigh the benefits**. The regulation, if enacted as written, would:

- Place disproportionate burdens on independent pharmacies.
- Require unsustainable labor costs without reimbursement reform.
- Reduce patient access to care in underserved areas.
- Devalue the PharmD degree and destabilize pharmacist job security.

Ultimately, the proposal would result in **many job losses with not enough upside to justify adoption**. I respectfully urge the Board to reconsider this regulation and to engage frontline pharmacists in crafting solutions that protect patients while preserving financial feasibility and workforce stability.

Sincerely,

Dr. Nathan Edouard, PharmD

NACDS NATIONAL ASSOCIATION OF CHAIN DRUG STORES

August 28, 2025

Dave Wuest
Executive Secretary
Nevada State Board of Pharmacy
985 Damonte Ranch Parkway, Suite 206
Reno, NV 89521
Submitted via teambc@pharmacy.nv.gov

Re: Oppose Proposed Rule Imposing Unworkable Minimum Staffing Levels in Retail Pharmacies

Dear Mr. Wuest,

On behalf of our members operating chain pharmacies throughout the state of Nevada, the National Association of Chain Drug Stores (NACDS) is writing to the Nevada State Board of Pharmacy (Board) to communicate our serious concerns with the proposed rules imposing rigid staffing levels in retail pharmacies that would be unrealistic to meet given the available pharmacy workforce. If adopted, this rulemaking would threaten pharmacies' capacity to meet public demand for pharmacy services and jeopardize patient access to care. We urge the Board to vote against this harmful proposal.

Across the country, communities are experiencing a shortage of healthcare workers, and pharmacies have not been spared from this phenomenon. According to the Pharmacy Workforce Center's most recent *Pharmacy Demand Report for 2025*, there were 20,053 openings for pharmacists through the first quarter of this year.[i] On top of that, the number of pharmacy school graduates continues to decline compared to the past decade, falling from 13,207 in 2013 to 12,639 in 2023.[ii,iii] The National Center for Health Workforce Analysis (NCHWA) projects the current shortage of pharmacists will only deepen over the next 15 years.[iv] Similarly, the number of open pharmacy technician positions grew to 39,111 as of the first quarter of 2025.[v]

At the same time, demand for pharmacy services continues to grow. The number of prescriptions filled by retail pharmacies increased from 6.1 billion in 2018 to 6.9 billion in 2023 [vi,vii] Additionally, the public has become deeply reliant on neighborhood pharmacies for an array of services such as immunizations, testing services, and other important clinical pharmacy care. Imposing arbitrary staffing minimums on pharmacies undermines their ability to leverage the available pharmacy workforce to continue to provide this essential care to Nevadans.

Rather than creating burdensome staffing requirements that limit pharmacies' ability to deliver pharmacy care, we urge the Board to instead focus on policy changes that allow pharmacies to deploy innovative pharmacy care models and technologies that improve pharmacy efficiencies and enhance capacity to deliver the level of care that patients demand. To this end, we urge the Board to conduct a workgroup that brings together a diverse group of pharmacy stakeholders from different pharmacy practice types with the goal of identifying needed policy changes that empower all types of pharmacies to optimize available pharmacy staff and resources to deliver the level of pharmacy care that Nevadans have come to expect.

NACDS thanks the Board for the opportunity to share our comments and substantial concerns with this rulemaking. If you have any questions or need additional information, please contact NACDS' Mary Staples, Director, State Government Affairs at MStaples@NACDS.org.

Sincerely,

Steven C. Anderson, FASAE, CAE, IOM
President and Chief Executive Officer
National Association of Chain Drug Stores

cc: Governor Joe Lombardo

###

NACDS represents traditional drug stores, supermarkets and mass merchants with pharmacies. Chains operate nearly 40,000 pharmacies, and NACDS' chain member companies include regional chains, with a minimum of four stores, and national companies. Chains employ nearly 3 million individuals, including 155,000 pharmacists. They fill over 3 billion prescriptions yearly, and help patients use medicines correctly and safely, while offering innovative services that improve patient health and healthcare affordability. NACDS members also include more than 900 supplier partners and over 70 international members representing 21 countries. Please visit NACDS.org.

---

[i] "Fall 2023 Enrollments – Profile of Pharmacy Students." Available at: https://www.aacp.org/node/3420
[ii] Fall 2013 Degrees Conferred – Profile of Pharmacy Students." Available at: https://www.aacp.org/node/400
[iii] "Fall 2023 Enrollments – Profile of Pharmacy Students." Available at: https://www.aacp.org/node/3420
[iv] Health Workforce Projects. Health Resources & Services Administration. Updated November 2024. Accessed August 27, 2025. Available at: https://data.hrsa.gov/topics/health-workforce/nchwa/workforce-projections
[v] Ibid.
[vi] IQVIA Report on "The Use of Medicines in the U.S. 2024 Usage and Spending Trends and Outlook to 2028" Available at: https://www.iqvia.com/insights/the-iqvia-institute/reports-and-publications/reports/the-use-of-medicines-in-the-us-2024
[vii] IQVIA Report on "The Use of Medicines in the U.S. 2023 Usage and Spending Trends and Outlook to 2027" Available at: https://www.iqvia.com/insights/the-iqvia-institute/reports-and-publications/reports/the-use-of-medicines-in-the-us-2023

NvAHP
Nevada Association of Health Plans

September 2, 2025

Dave Wuest, Executive Secretary
Nevada State Board of Pharmacy
985 Damonte Ranch Pkwy #206
Reno, Nevada 89521

Re: Proposed Pharmacy Staffing Regulations, September 4th Workshop

Dear Mr. Wuest,

On behalf of the Nevada Association of Health Plans (NvAHP), a statewide trade representing eleven member companies that provide commercial health insurance and government program services to Nevadans, thank you for the opportunity to provide comments on the proposed pharmacist staffing ratio regulations scheduled for a workshop on September 4, 2025.

We appreciate the Board of Pharmacy's (Board) commitment to improving working conditions for pharmacists and ensuring patient safety. This reflects thoughtful consideration of the challenges faced by pharmacy professionals, and we commend the Board's efforts to address these concerns. However, as representative of health plans whose members rely on pharmacies located in their communities for essential medications and services, we have significant concerns about the unintended consequences of the proposed staffing requirements as currently written. The proposed regulations mandate increased pharmacist and technician staffing based on prescription volume and service type. While well-intentioned, these requirements will lead to reduced pharmacy operating hours, particularly in rural and underserved areas.

As you are aware, Nevada continues to face a healthcare provider shortage, with many regions lacking adequate primary care access. In an effort to combat this workforce shortage issue, the Nevada State Legislature has, in recent legislative sessions, empowered pharmacists to provide expanded services— such as HIV prevention, opioid-use disorder treatment, hormonal contraceptive dispensing, and drug therapy monitoring— services that are traditionally offered by primary care providers.

In addition, health plans are credentialing pharmacists and pharmacies to ensure these types of services are available for Nevadans to access by adding them to their network. Unfortunately, by requiring additional pharmacists to be on staff for the sole purpose of performing non-dispensing services will limit the number of pharmacies able to meet these mandates. This will reduce access to care for our members.

We are also deeply concerned that the proposed staffing requirements may force pharmacies to scale back or discontinue critical services such as immunizations and long-acting injectables, while also restricting the hours during which these services are available. Many of our members rely on specialized pharmacies that serve vulnerable populations—including individuals with mental and behavioral health conditions. These pharmacies, though not widely known, play a vital role in the healthcare ecosystem, often filling between 50 to 250 prescriptions daily. Imposing stricter staffing ratios on these facilities is not feasible and will result in closures or significant reductions in services for patients who already face substantial barriers to care.

The proposed regulations represent a significant setback to our collective efforts to expand access to care through community pharmacies. While the NvAHP commends the Board for its work and dedication to Nevada, we strongly request that the Board reject the proposed regulations given the unintended consequences that will follow.

We respectfully urge the Board to instead reconsider more flexible staffing models that balance patient safety with operational feasibility. We encourage collaboration with stakeholders across the healthcare system to develop solutions that support pharmacists while preserving access to vital services for Nevadans.

Thank you for your consideration and we look forward to working with the Board.

/s/ Shelly Capurro
NvAHP Legislative Liaison

From: MIKE PATEL
To: Board Coordination
Subject: Proposed Regulation R113-24
Date: Thursday, September 4, 2025 5:07:03 PM

Dear Members of the Board of Pharmacy,

I am writing to express my concerns regarding the proposed regulation R113-24. While I understand the intent to ensure patient safety and support pharmacy staff, there are several practical and economic implications that I urge the Board to consider carefully:

1. **Impact on Independent Pharmacies:**
   For independent pharmacies with a daily prescription volume of fewer than 125 scripts, the requirement to add an additional pharmacist would be financially unsustainable. How can small businesses be expected to absorb such costs and remain viable?

2. **Flexibility for High-Volume, Low-Service Pharmacies:**
   In cases where a pharmacy fills over 1,000 prescriptions daily but does not provide additional services (e.g., immunizations or MTM), can they continue to operate with two pharmacists, assuming no formal request for additional help is made?

3. **Concerns About Retaliation:**
   There is a legitimate concern that corporate employers may retaliate against pharmacists who formally request additional staffing—not immediately, but through later performance reviews or employment decisions. How does the Board plan to address this risk?

4. **Reimbursement Issues and Staffing Expectations:**
   Decreasing reimbursement rates are a well-documented industry challenge. Can the Board consider conducting a statewide survey of Nevada pharmacies to determine whether financial constraints are the root cause of understaffing? If confirmed, could the Board advocate for systemic changes to support fair reimbursement and staffing practices?

5. **Industry Contraction and Independent Survival:**
   With major chains closing locations due to declining reimbursements, how can independent pharmacies be expected to survive if staffing mandates increase operating costs without corresponding revenue support?

6. **Right to Refuse Prescriptions Due to Negative Reimbursement:**
   Is it lawful or ethical to compel a pharmacy to fill prescriptions at a financial loss? Can pharmacies be permitted to refuse prescriptions that result in negative reimbursement?

7. **Mandated Staffing in Other Industries:**
   Are there other industries where regulatory bodies mandate minimum staffing levels, even when it results in operating at a loss? It seems unfair to impose such requirements on pharmacies without similar expectations elsewhere.

8. **Daily Prescription Limits and Patient Expectations:**
   If a pharmacist fills 100 prescriptions by mid-day, what happens when prescription #101 arrives and the pharmacy is not staffed to legally exceed that threshold? Can the pharmacist defer filling until the next day without risk of disciplinary action, particularly if the patient files a complaint?

9. **Hiring Challenges:**
   If a pharmacy owner is unable to find or afford a qualified second pharmacist, are they effectively capped at filling 100 prescriptions per day, limiting their ability to grow?

10. **Long-Term Impact on the Profession:**
    If pharmacies can only afford to pay less than half of a pharmacist's current hourly rate due to these staffing mandates, we risk devaluing the profession and driving talent out of the field.

I urge the Board to thoroughly assess these implications and engage with pharmacy professionals across all practice settings before finalizing this regulation. The long-term health of our profession and the communities we serve depends on striking the right balance between safety, feasibility, and sustainability.

Thank you for your time and consideration.

Sincerely,

Mike.

March 19, 2025

Dave Wuest
Executive Secretary
Nevada Board of Pharmacy
985 Damonte Ranch Parkway, Suite 206
Reno, NV 89521

Re: Alternative Language for Minimum Staffing and Administrative Burden Reduction

Executive Secretary Wuest,

Below are sections of Nevada Administrative Code where the Retail Association of Nevada suggests the Board of Pharmacy modernizes and simplifies their regulations to both remove administrative burden and improve patient access to pharmacy services. We believe these changes will allow for a more streamlined operation of the pharmacies in the state of Nevada, which will inherently resolve many concerns that have been raised about the working conditions across the industry. Included in this document is a rationale for the recommended changes in each section. For the ease of reading, the rationale for each of the recommended changes is in blue and precedes the respective section(s) of the Administrative Code where the changes are recommended.

Rationale:
NAC 639.240 and 639.242 are sections that delineate both the requirements for becoming a registered pharmaceutical technician and pharmaceutical technician in training, and the respective training requirements for each role. However, in current form, those rules do not reflect the current state of the practice of pharmacy.

Many states have removed the age of 18 requirement to become a pharmaceutical technician. This is an unnecessary barrier to recruitment of pharmaceutical technicians, a recognized industry challenge. Additionally, the requirement for the managing pharmacist to fill out a form and use a notary to sign it increases administrative burden. The managing pharmacist should be focused on providing quality training rather than completing forms that don't add value in driving patient safety.

NAC 639.247 and 639.254 outline requirements for policies and procedures and record keeping. We are suggesting repealing the requirement to maintain the documentation of the training, which is in harmony with our suggestion for removal of these requirements in NAC 639.240 and 639.242.

NAC 639.240 Requirements for registration of pharmaceutical technicians. (NRS 639.070, 639.1371)

1. No person may perform the duties of a pharmaceutical technician until the person has been issued a certificate of registration.

2. An applicant for registration as a pharmaceutical technician must:

~~(a) Be 18 years of age or older;~~

~~(b) Be a high school graduate or the equivalent;~~

~~(c)~~ (a) Have complied with the requirements of subsection 4 of NRS 639.1371; and

~~(d)~~ (b) Have complied with one of the following requirements:

(1) The successful completion of a program of training for pharmaceutical technicians, including, but not limited to, a program of training offered by a postsecondary school, that is approved by the Board pursuant to NAC 639.256. The applicant must provide with the application a copy of a certificate evidencing successful completion of such a program.

(2) Active practice in good standing in another state as a pharmaceutical technician. The applicant must provide with the application:

~~(I) A form prescribed by the Board that is notarized and signed by the managing pharmacist of the pharmacy where the applicant was employed certifying that the applicant has successfully completed 1,500 hours of training and experience as a pharmaceutical technician providing the services set forth in paragraph (c) of subsection 3 of NRS 639.1371; and~~

(II) If required by that state to practice as a pharmaceutical technician, a copy of the registration, license or certificate issued to the applicant by that state.

(3) The successful completion of at least 1,500 hours of training and experience as a registered pharmaceutical technician in training providing the services set forth in paragraph (c) of subsection 3 of NRS 639.1371 in a pharmacy in this State. ~~The applicant must provide with the application a form prescribed by the Board and completed by the managing pharmacist of the pharmacy at which the applicant received training certifying the successful completion of such training and experience. A pharmaceutical technician in training may accumulate certified hours of training from each place of employment.~~

(4) The successful completion of a program of training for pharmaceutical technicians conducted by a branch of the Armed Forces of the United States, the Indian Health Service of the United States Department of Health and Human Services or the United States Department of Veterans Affairs. The applicant must provide with the application a copy of a certificate evidencing the successful completion of such a program of training.

3. The Board may deny an application for registration as a pharmaceutical technician if the applicant has:

(a) Been convicted of any felony or a misdemeanor involving moral turpitude, dishonesty or the unlawful possession, sale or use of drugs; or

(b) A history of drug abuse.

4. If the Board does not deny the application pursuant to subsection 3 and determines that the applicant meets the requirements of this chapter and chapter 639 of NRS for registration as a pharmaceutical technician, the Board will issue a certificate of registration as a pharmaceutical technician to the applicant.

NAC 639.242 Registration of pharmaceutical technician in training; grounds for denial of application for registration; expiration of registration; certification by managing pharmacist. (NRS 639.070, 639.1371)

1. An applicant for registration as a pharmaceutical technician in training must:

~~(a) Be 18 years of age or older;~~

~~(b) Be a high school graduate or the equivalent; and~~

~~(c)~~ (a) Participate in training while on the job and acquire experience that is commensurate with the duties of his or her employment.

2. The Board may deny an application for registration as a pharmaceutical technician in training if the applicant has:

(a) Been convicted of any felony or a misdemeanor involving moral turpitude, dishonesty or the unlawful possession, sale or use of drugs; or

(b) A history of drug misuse.

3. A person may perform the duties of a pharmaceutical technician while the person is receiving the training and experience required by paragraph (c) of subsection 1 if he or she is registered with the Board.

4. If the Board does not deny the application pursuant to subsection 2 and determines that the applicant meets the requirements of this chapter and chapter 639 of NRS for registration as a pharmaceutical technician in training, the Board will issue a certificate of registration as a pharmaceutical technician in training to the applicant.

5. Registration as a pharmaceutical technician in training expires on October 31 of each even-numbered year unless renewed before that date.

6. The managing pharmacist of the pharmacy where a pharmaceutical technician in training is employed to receive the training and experience required by paragraph (c) of subsection 1 shall file with the Board a completed form prescribed by the Board certifying:

(a) The number of hours of training and experience the trainee has successfully completed;

~~(b) The specific training and experience the trainee has completed;~~ and

~~(c)~~ (b) That the trainee is competent to perform the duties of a pharmaceutical technician.

NAC 639.247 Establishment and maintenance of policies and procedures for personnel; maintenance and availability of personnel records. (NRS 639.070, 639.1371)

1. A pharmacy that uses the services of a pharmaceutical technician shall:

(a) Establish and maintain written policies and procedures that include:

(1) Job descriptions for all personnel.

(2) Procedures to ensure the quality and safety of pharmaceutical services.

(3) The duties that may be performed only by registered pharmacists.

(4) The minimum qualifications for supportive personnel, including the minimum educational and training requirements that must be completed by supportive personnel.

(5) Procedures for processing prescriptions and compounding medications.

~~(b) Maintain a written record that includes:~~

~~(1) Documentation of the completion of the orientation and training required for each pharmaceutical technician that demonstrates the competency of the pharmaceutical technician to perform the tasks assigned to him or her.~~

(2) Evidence that each pharmaceutical technician has read and is familiar with the written policies of the pharmacy and state and federal laws relating to the practice of pharmacy.

~~2. The written record maintained pursuant to paragraph (b) of subsection 1 must be available for inspection upon the request of any person authorized to inspect the record for a period of at least 2 years.~~

(Added to NAC by Bd. of Pharmacy, eff. 11-15-93)

NAC 639.254 Initial and biennial in-service training of pharmaceutical technicians working in or for pharmacy; maintenance of record by managing pharmacist; substitution of continuing education for in-service training. (NRS 639.070, 639.1371)

1. The owner and managing pharmacist of a pharmacy shall provide training for pharmaceutical technicians working in or for the pharmacy that ensures the continuing competency of those technicians. Except as otherwise provided in this section, the training must consist of initial training upon employment and at least 12 hours of in-service training during the 2-year period immediately preceding the renewal of the registration of the pharmaceutical technician. One of the 12 hours of in-service training must be a jurisprudence program approved or presented by the Board that relates to the practice of pharmacy or the law concerning pharmacy in this State.

~~2. The managing pharmacist shall maintain a written record of the initial training and the annual training, including, without limitation, training and continuing education relating to immunizations required by NAC 639.2973 and 639.2974, completed by each pharmaceutical technician working in or for the pharmacy that contains:~~

~~(a) The name and signature of the person receiving the training;~~

~~(b) The date or dates on which the training was received;~~

~~(c) The number of hours of training received;~~

~~(d) A general description of the topics covered; and~~

~~(e) The name of the person or provider conducting the training.~~

~~3.~~ 2. A pharmaceutical technician may substitute the completion of the continuing education necessary for recertification by the Pharmacy Technician Certification Board or the National Healthcareer Association for the biennial in-service training required by subsection 1.

Rationale:

The role of pharmacists has expanded over the past several years, leveraging their expertise and skills as health care providers to increase patient access, including in administering an increased volume of immunizations and venturing into new areas of practice, such as prescribing hormonal contraceptives or medication assisted therapy for opioid use disorder. To better allow a pharmacist to focus on important clinical and/or patient facing services, it is imperative that a pharmaceutical technician can be leveraged to perform tasks that do not require pharmacist expertise. We are suggesting the modernization of NAC 639.245 to allow pharmacists to delegate non-clinical tasks to a pharmaceutical technician. This will relieve pharmacists of a significant administrative burden and will allow for greater attention to clinical and patient care activities requiring the pharmacist's training and experience. It is important to note, while a proactive delegation model is being suggested in this section, we are also suggesting the addition of counseling and prospective drug utilization review ("DUR") to the list of tasks a pharmaceutical technician cannot perform. The addition of these items reinforces the distinction between a task that does not require pharmacist, education, training, or experience from activities that do.

NAC 639.700 is an accompanying section to NAC 639.245 that outlines tasks that are restricted to the scope of a pharmacist or intern. Similar revisions are suggested for this section to harmonize with the modernization of the pharmaceutical technician delegation model recommended in NAC 639.245.

Lastly, NAC 639.701 delineates the tasks an unlicensed individual can perform. Currently unlicensed personnel can assist with stocking the shelves. Adding other inventory duties would allow them to assist with performing other administrative duties. This would allow technicians to focus on authorized and pharmacist-delegated tasks.

NAC 639.245 Maintenance and availability of records regarding certain pharmaceutical personnel on duty; activities of pharmaceutical technicians. (NRS 454.213, 639.070, 639.1371)

1. A written record must be kept available for inspection showing the pharmacists, pharmaceutical technicians and pharmaceutical technicians in training on duty during the hours of business. This record must be:

(a) Readily retrievable; and

(b) Retained for 2 years.

2. A pharmaceutical technician under the direct supervision of a pharmacist may perform any duties not otherwise prohibited by subsection 4 and that do not require a judgmental decision regarding a drug, the interpretation of a prescription or the instructions for the preparation of a prescription, if the pharmaceutical technician is adequately trained and experienced for the particular duty, including, without limitation, the following:

(a) Prepackage and label unit dose and unit of use and repackage drugs if a pharmacist:

(1) Inspects the final products; and

(2) Affixes his or her initials to the appropriate records for controlling quality.

(b) Prepare, package, compound and label prescription drugs pursuant to prescriptions or orders for medication if a pharmacist:

(1) Inspects the final product; and

(2) Affixes his or her initials to the appropriate records for controlling quality.

(c) Prepare bulk compounds if a pharmacist:

(1) Inspects the final product; and

(2) Affixes his or her initials to the appropriate records for controlling quality.

(d) Distribute routine orders and stock medications and supplies in the pharmacy or areas where care is provided to patients.

(e) Maintain inventories of supplies of drugs.

(f) Maintain pharmaceutical records.

(g) Request authorization to refill a prescription from the prescribing practitioner.

(h) Transfer a prescription between pharmacies. ~~through a computer network if the:~~

~~(1) Pharmaceutical technician is employed by a pharmacy that:~~

~~(I) Has more than one location; and~~

~~(II) Maintains a computer network which provides information between its pharmacies; and~~

~~(2) Prescription is transferred to one of the pharmacies within its computer network.~~

(i) Enter information into the pharmacy's computer system, including, without limitation, information contained in a new prescription concerning the prescription drug and the directions for its use.

3. A pharmaceutical technician under the direct and immediate supervision of a pharmacist may administer immunizations under the conditions prescribed in NAC 639.2971 if he or she has received the training required by NAC 639.2973 and the continuing education required by NAC 639.2974.

4. A pharmaceutical technician may not:

~~(a) Perform any action requiring a judgmental decision regarding a drug, the interpretation of a prescription or the instructions for the preparation of a prescription.~~

~~(b) Take new prescription or chart orders by telephone.~~

~~(c)~~ (a) Distribute medications pursuant to a chart order or dispense a prescription unless the order or prescription has been verified by a pharmacist.

(b) Counsel a patient or a person caring for a patient or render any advice regarding drugs or medications

(c) Perform prospective drug utilization review

5. A pharmaceutical technician shall prepare and distribute drugs only pursuant to written procedures and guidelines established by the pharmacy in which the pharmaceutical technician performs his or her duties.

[Bd. of Pharmacy, § 639.205, eff. 6-26-80]—(NAC A 12-3-84; 6-16-86; 3-27-90; 11-15-93; R214-99, 3-13-2000; R037-07, 1-30-2008; R142-20, 9-21-2020)

NAC 639.700 Performance of certain acts by pharmacists and pharmaceutical interns only. (NRS 639.070) Except as otherwise provided in subsection 2 of NAC 639.245, the following acts may be performed only by a registered pharmacist, or by a registered pharmaceutical intern acting under the direct supervision of a registered pharmacist:

1. ~~Taking new orders for prescriptions or chart orders over the telephone;~~

~~2.~~ Identifying, evaluating and interpreting a prescription;

3. Interpreting the clinical data contained in a patient's medication system or chart;

4. Consulting with a prescribing practitioner, nurse or other health care professional, or the authorized agent thereof on any matter requiring clinical judgment;

5. Determining the efficacy of a drug, a regimen, the substitution of a generic drug for a drug prescribed by brand name or the substitution of one drug therapy for another;

6. Taking responsibility for all activities of pharmaceutical technicians to ensure that those activities are performed completely, safely and without risk of harm to patients;

7. Counseling a patient or a person caring for a patient and rendering any other advice or information regarding drugs or medications; and

8. Performing any other functions which require the professional judgment of a pharmacist.

[Bd. of Pharmacy, § 639.305, eff. 6-26-80]—(NAC A 11-15-93)

NAC 639.701 Acts not required to be performed by pharmaceutical professionals. (NRS 639.070) The following acts are not required to be performed by a pharmacist, intern pharmacist, pharmaceutical technician or pharmaceutical technician in training:

1. Entering information into the pharmacy's computer other than information contained in a new prescription concerning the prescription drug and the directions for its use.

2. Processing sales, including the operation of a cash register.

3. Stocking shelves.

4. Delivering medication to a patient or to areas of a hospital where patients are cared for.

5. Assisting with inventory duties.

Rationale:

NAC 639.250 sets the statutorily required pharmaceutical technician to pharmacist ratio for staffing a pharmacy. The ratio is currently set at 3:1 with various modifiers regarding pharmaceutical technicians in training. This is an additional area in the regulations that needs to be modernized. Recognizing that not all pharmacies are the same, setting an arbitrary staffing ratio can be problematic. Below we recommend expanding the allowable ratio to 6:1 and removing the restrictions on pharmaceutical technicians in training.

Across the country, 24 states do not have a ratio. Since 2016, four states have removed ratios entirely, and nine states have relaxed their ratios to be less restrictive.[1] In fact, Colorado, Florida, and Indiana all moved to a 6:1 ratio. Having a larger ratio or no ratio at all allows a pharmacy – the entity equipped with the information needed to evaluate factors unique to individual pharmacies, and thus the pharmacy's staffing needs - to determine how many support personnel are needed within that pharmacy to operate safely and efficiently.[2] Additionally, pharmacies have increasingly leveraged workload balancing technologies, such as those allowing a lower-volume pharmacy assisting a higher-volume pharmacy by performing tasks such as data entry, data entry verification, and, with more recent innovations, product verification. Modernizing this section clarifies that a pharmacist is supervising the pharmaceutical technicians within the pharmacy where they are working, and the supervision does not extend to a pharmaceutical technician working in another pharmacy where they are under the supervision of a pharmacist working there.[1-5]

NAC 639.250 Restrictions on supervision (NRS 639.070, 639.0727, 639.1371) Except as otherwise provided in NAC 639.258:

1. Except as otherwise provided in subsection 5, in a hospital, a pharmacist who is dispensing prescriptions may not supervise more than a total of ~~three~~ six pharmaceutical technicians or pharmaceutical technicians in training at one time. ~~A pharmacist who is supervising distributive functions may not supervise more than a total of two pharmaceutical technicians and one pharmaceutical technician in training while the trainee is performing technician functions in on-the-job training.~~

2. Except as otherwise provided in subsection 5, in any pharmacy, other than a hospital pharmacy, telepharmacy, remote site, satellite consultation site or nondispensing pharmacy, a pharmacist may not supervise more than a total of ~~three~~ six pharmaceutical technicians or pharmaceutical technicians in training within a pharmacy ~~or one pharmaceutical technician and two pharmaceutical technicians in training at one time~~.

3. In any telepharmacy, remote site or satellite consultation site, a pharmacist may not supervise more than a total of ~~three~~ six pharmaceutical technicians or pharmaceutical technicians in training at one time.

4. In any nondispensing pharmacy, a pharmacist may not supervise more than a total of eight pharmaceutical technicians or pharmaceutical technicians in training ~~or six pharmaceutical technicians and two pharmaceutical technicians in training at one time~~.

5. A pharmacist may supervise more pharmaceutical technicians and pharmaceutical technicians in training at one time than are otherwise allowed pursuant to subsections 1 and 2 if:

~~(a) Not more than three of the pharmaceutical technicians or pharmaceutical technicians in training are performing the duties of a pharmaceutical technician as set forth in NAC 639.245; and~~

(b) The record kept by the pharmacy pursuant to NAC 639.245 identifies the pharmaceutical technicians and pharmaceutical technicians in training who are performing the duties of a pharmaceutical technician as set forth in NAC 639.245.

6. As used in this section, "nondispensing pharmacy" means a pharmacy that is licensed pursuant to this chapter and chapter 639 of NRS that does not dispense, including, without limitation, drugs, controlled substances, poisons, medicines or chemicals.

---

[1] Idaho, Utah, Washington, and Wisconsin all removed their ratio since 2016. Colorado, Florida, Georgia, Indiana, Kansas, Mississippi, Montana, North Dakota, and South Dakota have all relaxed their ratios since 2016.

Rationale:

Over the years computerized software has been introduced to aid pharmacists and their support personnel with the dispensing of prescriptions. Many regulations were written while many pharmacies still used paper-based systems, which needed a large amount of manual intervention to track what steps a person performed and who was responsible for the accuracy of the processes. With this evolution in the practice of pharmacy, the regulations should be updated to permit electronic tracking of prescription activities and corresponding audit trails to identify all personnel involved in the preparation of a prescription.

Additionally, innovations in workflow have been implemented, leading to improvements in patient safety and efficiency. Often more than one pharmacist will be involved in the verification of a single prescription. This could take the form of one pharmacist performing the data entry verification, another pharmacist performing the drug utilization review, and a different pharmacist performing the product verification. It is important to recognize this evolution of workflow and modernize this section to allow for further innovation. The changes we are suggesting to this section accomplish strengthening the requirement for an audit trail, clarifying that a pharmacist is responsible for the work they perform, and recognizing that more than one pharmacist or pharmaceutical technician can be involved in the preparation of a prescription at the various stages of workflow. The suggested changes will allow pharmacies to leverage technology to foster innovation to improve workflow, supporting pharmacists and other pharmacy personnel, and driving patient safety and quality.

NAC 639.252 Initialing of prescriptions, records and reports; responsibility for filled prescriptions. (NRS 639.070, 639.1371)

1. ~~A prescription and any record or report prepared by a pharmaceutical technician must bear the legible initials of the pharmaceutical technician and the pharmacist who is supervising him or her.~~ The electronic recordkeeping system must have audit trail functionality that documents for each prescription drug order the identity of each individual involved at each step of its processing, filling, and dispensing or, alternatively, the identity of the pharmacist responsible for the accuracy of these processes.

2. If a pharmaceutical technician(s) performs one or more of the functions necessary to prepare a prescription, ~~the~~ a pharmacist(s) ~~supervising the pharmaceutical technician~~ is responsible for the filled prescription, including, but not limited to, verifying:

(a) The selection and strength of the drug;

(b) The dosage form; and

(c) ~~The labeling of the prescription.~~

Rationale:

To reconcile the practice standards applicable to various pharmacy settings, we are suggesting the insertion of language in NAC sections 639.469, 639.525, and 639.5822 to require a pharmacy, regardless of practice setting, to be staffed appropriately to minimize fatigue, distraction, or other conditions which interfere with a pharmacist's ability to practice with reasonable competence and safety. Additionally, we suggest the application of the same standard in the context of a pharmacist to completing their professional duties. This suggested language has been inserted in the sections that regulate medical and correctional facilities, pharmacies in general, and nuclear pharmacies, as we are asking that all settings within the pharmacy industry be held to the same or equivalent standards.

MEDICAL FACILITIES AND CORRECTIONAL INSTITUTIONS

NAC 639.469 Standards for premises and staffing. (NRS 639.070, 639.071, 639.072)

1. A pharmacy shall have adequate space necessary for the storage, compounding, labeling, dispensing, distribution and sterile preparation of drugs prepared in the pharmacy.

2. The pharmacy must be kept clean and arranged in an orderly manner. All required equipment must be clean and in good operating condition.

3. A sink with hot and cold running water must be available to all personnel of the pharmacy and must be maintained in a sanitary condition at all times.

4. The pharmacy must be well lighted and ventilated.

5. The temperature of the pharmacy must be maintained within a range compatible with the proper storage of drugs. The temperature of the refrigerator must be maintained within the range set forth in subsection 1 of NAC 639.527.

6. The pharmacy must have a locked storage area for controlled substances listed in schedule II and other controlled substances requiring additional security.

7. Flammable materials must be stored in a designated area. The area must meet the requirements of local and state fire laws.

8. The pharmacy shall have sufficient personnel scheduled to work at all times in order to:

(a) minimize fatigue, distraction, or other conditions which interfere with a pharmacist's ability to practice with reasonable competence and safety.

(b) Provide sufficient time for pharmacists to complete professional duties and responsibilities.

PHARMACIES IN GENERAL

NAC 639.525 Minimum requirements for work area, ~~and~~ equipment, and staffing. (NRS 639.070)

1. The prescription department in each licensed pharmacy must contain the following minimum work area and equipment for the compounding and dispensing of drugs that is pertinent to the pharmacy's practice setting:

(a) A prescription counter on which to work, with a free working surface ~~of not less than 3 feet in width and 2 feet in depth~~ for each person who is compounding or dispensing drugs within the prescription department, including, without limitation, each registered pharmacist and pharmaceutical technician who is compounding or dispensing drugs within the prescription department. This working surface must be reserved for and restricted solely to the compounding and dispensing of drugs.

(b) ~~A free floor space behind the prescription counter that is not less than 8 feet in length and 4 feet in width.~~

~~(c)~~ A refrigerator that is equipped with:

(1) A thermometer to ensure proper control of temperature; and

(2) A programmable device for monitoring temperature which includes an alarm that records when the temperature falls outside the range required by subsection 1 of NAC 639.527.

~~(d)~~ (c) A sink that is suitable for cleaning the required pharmaceutical equipment and is supplied with hot and cold running water, soap and detergent, and a clean and sanitary disposal container for wastes.

~~(e)~~ (d) If the pharmacy compounds prescriptions that require the measurement of weight, scales and balances for medium and light weighing, at least one of which must be sensitive to 1/2 grain, with weights, including, without limitation, apothecary and avoirdupois, from 1/2 grain to 4 ounces and from 0.02 gm to 100 gm.

~~(f)~~ (e) Capsule and tablet counters and other devices and equipment necessary to compound and dispense drugs.

~~(g) A facsimile machine that:~~

~~(1) Uses paper of such quality; and~~

~~(2) Prints in such a manner,~~

~~Ê that documents printed by the machine are usable and readable for at least 2 years. As used in this paragraph, "facsimile machine" includes, without limitation, a computer that has a facsimile modem through which documents can be sent and received.~~

2. In addition to the requirements of subsection 1, the prescription department in a licensed pharmacy may contain a freezer that is used to store medicine. If the prescription department in a licensed pharmacy contains such a freezer, the freezer must be equipped with a programmable device for monitoring

temperature which includes an alarm that records when the temperature falls outside the range required by subsection 2 of NAC 639.527.

3 The pharmacy shall have sufficient personnel scheduled to work at all times in order to:

(a) minimize fatigue, distraction, or other conditions which interfere with a pharmacist's ability to practice with reasonable competence and safety; and

(b) Provide sufficient time for pharmacists to complete professional duties and responsibilities.

NUCLEAR PHARMACIES

NAC 639.5822 Space and equipment requirements; floor plan and staffing. (NRS 639.070) A nuclear pharmacy must have adequate space and equipment commensurate with the scope of services it provides and must meet the minimum space requirements established for all pharmacies in the State. A nuclear pharmacy must include, but is not limited to, an area for the:

1. Preparation and dispensation of radiopharmaceuticals.
2. Shipment and receipt of radioactive material.
3. Storage of radioactive material.
4. Decay of radioactive waste.

Ê An application for a permit to operate a nuclear pharmacy must include a detailed floor plan of the nuclear pharmacy. The Board must approve any subsequent material change to the floor plan.

5. The pharmacy shall have sufficient personnel scheduled to work at all times in order to:

(a) minimize fatigue, distraction, or other conditions which interfere with a pharmacist's ability to practice with reasonable competence and safety.

(b) Provide sufficient time for pharmacists to complete professional duties and responsibilities.

Rationale:

The recent enforcement of the 5-foot barrier in a pharmacy has resulted in thousands of dollars of money being spent on additions of plexiglass to the front of pharmacies or other remodels to be compliant. The intent of this regulation was to prevent "counter jumpers" from gaining access to medication behind the counter. While this was a problem in the past, pharmacies have implemented more reliable and efficient methods to deter these activities, such as time-delayed safes. These behaviors have been curbed tremendously with these interventions being implemented. A 5-foot pharmacy barrier is not the only method to safeguard against this type of illegal activity by members of the public. However, forcing a pharmacy to implement these barrier methods expends valuable resources that could be better spent in ways that effectively drive patient and pharmacy personnel safety. Additionally, the plexiglass barriers have made it difficult for patients to interact with the pharmacy staff. We suggest repealing this requirement in favor of allowing pharmacies to determine the best way to mitigate risk associated with this type of criminal intent.

NAC 639.520 Security of prescription departments. (NRS 639.070)

1. The prescription department of every pharmacy must be separated from the merchandising or public areas of the premises by a barrier ~~extending not less than 5 feet above the floor level and~~ of sufficient width to make dangerous drugs, controlled substances, narcotics, poisons or restricted devices inaccessible to unauthorized persons. The barrier must be constructed of solid material and contain at least one gate or door permitting access by the pharmacist. Each gate or door must be secured ~~by a dead-bolt lock that can be opened from the outside only by a key. The gate or door may be secured by a combination lock during the hours of business~~.

2. The registered pharmacist on duty:

(a) Shall maintain possession of the key to the prescription department. Any additional keys to the prescription department must be kept in a locked box which is:

(1) Operated with a key that is accessible to only licensed pharmacists within the pharmacy department; and

(2) Maintained in a secure place that is inaccessible to unauthorized persons.

(b) Is responsible for securing the prescription department at all times when the registered pharmacist is not personally present in the department except when he or she is in the immediate area and can observe and exercise control over the prescription department.

(c) If the pharmacy is located within a store or business, shall ensure that all dangerous drugs, controlled substances, narcotics, poisons and restricted devices that are delivered onto the premises of the store or business are immediately placed and secured in the pharmacy department under the physical control of the pharmacist on duty.

3. The Executive Secretary may permit an alternative type of physical security if, in his or her opinion, the alternative type will be sufficient to make the drugs, controlled substances, narcotics, poisons and restricted devices inaccessible to any unauthorized person.

4. Except as otherwise provided by law or regulation, no person other than a registered pharmacist may enter the prescription department of a pharmacy unless the person is on business directly concerning the operation, maintenance or repair of the prescription department and a pharmacist employed in the prescription department is physically present at the same time.

5. Except as otherwise provided in subsection 6 or 7, a pharmacy shall maintain on its premises an alarm system that is operational 24 hours a day and that is monitored by a central station for control which is approved by Underwriters Laboratories Inc.

6. Except as otherwise provided in subsection 7, a pharmacy that is located within a building in which at least one employee of the person who owns the building is present 24 hours a day may, in lieu of the alarm system required pursuant to subsection 5, maintain on the premises of the pharmacy an alarm system that is:

(a) Equipped with an audible alarm that is:

(1) Operational 24 hours a day;

(2) Of sufficient decibels to alert more than one person in the building that an unauthorized entry has been made into the pharmacy; and

(3) Devised in such a manner as to provide notification to the managing pharmacist or the designee of the managing pharmacist when such an authorized entry has been made; and

(b) Not monitored by a central station for control.

7. A pharmacy in a hospital or correctional institution and any pharmacy that is staffed 24 hours a day is exempt from the provisions of subsections 5 and 6.

Rationale:

Filing hardcopy prescriptions in a pharmacy takes an inordinate of time, particularly given the evolution of the practice of pharmacy with the development of technology. The burden of this administrative task is significant, and in this era of computerized dispensing systems, there is no value to a requirement to maintain duplicative paper records. With these electronic systems, pharmacies assign a unique number to a prescription at the time it is entered on the profile of a patient, and scan an image of the hardcopy, eliminating the need to retrieve the original hardcopy from the prescription files, which is a very reliable and efficient method to store and retrieve hardcopies. Filing prescriptions in sequential order has become obsolete, and better methods for storing traditional hardcopies have been implemented with great success, including electronically storing hardcopies by the date they are received, which still complies with readily retrievable requirements. We therefore recommend changes to NAC 639.706, 639.914, 639.921, and any other section that requires consecutive filing.

NAC 639.706 Marking of prescriptions with ~~serial~~ unique numbers; maintenance of files of prescriptions. (NRS 639.070, 639.0745, 639.236)

1. A pharmacist who receives a prescription to fill, including a prescription that is written, transcribed from an oral order or transferred to the pharmacy, shall ~~mark on~~ assign ~~the prescription~~ a unique ~~serial~~ number issued for that prescription.

(a) The assignment of the unique number may be maintained in a computer system.

2. A pharmacist shall maintain files of prescriptions in a manner that ensures a prescription is readily retrievable. ~~that every serial number is accounted for pursuant to NAC 453.480. If the prescriptions are not filed in numerical order, the pharmacist shall file the prescriptions in such a manner that any prescription can be readily retrieved.~~

3. ~~A pharmacist shall maintain a physical record in the files of prescriptions that accurately explains or accounts for any serial number issued for a prescription that is not filled, including a serial number issued in error or for a prescription that is later rendered void.~~ Instead of filing the original hard-copy prescription order, a pharmacy or managing pharmacist may use an electronic imaging recordkeeping system, if:

(a) The system is capable of capturing, storing, and reproducing the exact image of a prescription order;

(b) Any notes of clarification of or alterations to a prescription order are directly associated with the electronic image of the prescription;

(c) A prescription order image and any associated notes of clarification of or alterations to the prescription order are retained for 2 years from the date the prescription is last dispensed; and

(d) Policies and procedures for the use of an electronic imaging recordkeeping system are developed.

NAC 639.914 Maintenance and availability of information relating to operation; entrance of each prescription into system required; issuance of consecutive numbers for prescriptions. (NRS 639.070, 639.236) Each pharmacy that uses a computerized system to record information concerning prescriptions must:

1. Maintain and make available, upon request, the information relating to the operation of the computerized system to:

(a) A pharmacist employed by the pharmacy; or

(b) The Board or any of its agents or investigators.

2. Enter into the system each prescription filled at the pharmacy.

3. Ensure, for the maintenance of files of prescriptions required by NAC 453.480, that the numbers assigned to the prescriptions are unique ~~issued consecutively~~ and that each number is recorded in a manner that ensures that each number is assigned to a prescription or is otherwise accounted for by the pharmacy.

(Added to NAC by Bd. of Pharmacy, eff. 8-27-96)

NAC 639.921 Sharing information between systems: Conditions and requirements. (NRS 639.070, 639.0745, 639.236)

1. Information concerning prescriptions may be shared between the computerized systems of two or more pharmacies licensed by the Board if:

(a) The pharmacies are commonly owned; and

(b) The computerized systems for recording information concerning prescriptions share a common database that:

(1) Except as otherwise provided in subsection 3, contains all the information concerning a patient that is contained in each computerized system that has access to the common database;

(2) Except as otherwise provided in subsection 3, contains all the information concerning a prescription that is contained in each computerized system that has access to the common database;

(3) After a prescription has been filled, automatically decreases the number of refills remaining for the prescription, if any, regardless of which pharmacy filled the prescription;

(4) Automatically stores any modification or manipulation of information concerning a prescription made by a pharmacy with access to the common database so that the modification or manipulation is available to each pharmacy with access to the common database;

(5) Allows access only by a person who is authorized to obtain information from the common database;

(6) Requires any person who is authorized to modify or manipulate information concerning a prescription, before modifying or manipulating the information concerning the prescription, to identify himself or herself in the computerized system by:

(I) Using a biometric identification technique; or

(II) Entering into the computerized system another unique identifier which is approved by the Board and which is known only to and used only by that person;

(7) Makes and maintains an unchangeable record of each person who modifies or manipulates information concerning the prescription, that includes, without limitation:

(I) The name or initials of the person;

(II) An identifier that can be used to determine the pharmacy in which the person modified or manipulated the information concerning the prescription; and

(III) The type of activity concerning the prescription that the person performed, including, without limitation, modifying or manipulating the information concerning the prescription;

(8) Contains a scanned image of the original prescription if the original prescription is a written prescription; and

(9) Provides contact information for the first pharmacist who verifies the correctness of the information contained in the common database concerning the prescription.

2. If a pharmacy is the initial pharmacy to receive a written prescription, a pharmacist shall ensure that:

(a) The written prescription is uniquely numbered ~~consecutively~~ in accordance with NAC 639.914; and

(b) The image of the prescription is scanned into the computerized system of the pharmacy.

3. If a pharmacy other than the pharmacy that initially received a prescription enters information concerning a prescription into a computerized system for recording information concerning prescriptions, the information must not be accessible from the common database for the purpose of filling or dispensing a prescription until a pharmacist verifies the correctness of the information entered into the computerized system. After verifying that information, the pharmacist shall enter a notation in the computerized system that includes the pharmacist's name, contact information and the date on which he or she verified the information.

4. A pharmacy that fills a prescription using the information from the common database, other than the pharmacy that initially received the prescription, shall:

(a) Process the prescription in the same manner as a prescription that is initially received by the pharmacy;

(b) Except as otherwise provided in paragraph (c), dispense the prescription in the same manner as a prescription that is initially received by the pharmacy; and

(c) Place on the label of the container in which the prescription will be dispensed:

(1) The number assigned to the prescription by the pharmacy that initially received the prescription; and

(2) An additional number or other identifier that ensures that the number placed on the label pursuant to subparagraph (1) is not confused with a prescription number of the pharmacy that is filling the prescription.

5. The filling of a prescription pursuant to the provisions of subsection 4 shall not be considered a transfer of the prescription.

(Added to NAC by Bd. of Pharmacy by R039-07, eff. 12-4-2007)

Rationale:

NAC 639.7125 outlines requirements for using a fulfillment pharmacy, also known as a central fill pharmacy. This practice has become widely used as a method for more efficiently managing pharmacy inventories to meet the needs of patients. These pharmacies leverage highly effective automation capabilities in facilities to efficiently and accurately to fulfill prescription drug orders that originate from a different pharmacy. The track record of safety in these facilities supports the mission of the Board of Pharmacy.

This section currently requires the pharmacist at the dispensing pharmacy to verify the prescription was filled correctly by the fulfillment pharmacy. This step at the dispensing pharmacy is entirely duplicative of

work performed in the fulfillment pharmacy and is thus unnecessary. We recommend these requirements be repealed to decrease administrative burden on the pharmacist in a dispensing pharmacy.

Additionally, we recommend repealing subsection (g), which has become obsolete. The inventory can be transferred between the fulfillment pharmacy and the dispensing pharmacy without the restrictions this section currently requires. Pharmacies are better positioned to address these issues in policies and procedures for operating a central fulfillment program and/or for determining how to address these issue in the contracts between pharmacies governing these arrangements.

NAC 639.7125 Use of fulfillment pharmacy by dispensing pharmacy. (NRS 639.070, 639.0745)

1. Except as otherwise provided in subsection 2, a prescription may be filled or refilled by a fulfillment pharmacy for a dispensing pharmacy if:

(a) The fulfillment pharmacy enters the data concerning the prescription into its computer system directly or the dispensing pharmacy enters the data concerning the prescription into its computer system and transfers that data to the computer system of the fulfillment pharmacy in a secure and confidential manner;

(b) The computer system of the dispensing pharmacy:

(1) Transmits to the computer system of the fulfillment pharmacy the National Drug Code number of the drug that the fulfillment pharmacy must use to fill or refill the prescription;

(2) Makes and retains a record documenting the date and time that the prescription is transmitted to the fulfillment pharmacy and the identity of the fulfillment pharmacy; and

(3) If applicable, automatically reduces the number of refills of the prescription;

(c) The computer systems of the dispensing pharmacy and the fulfillment pharmacy are operated in compliance with the applicable provisions of this chapter and chapter 639 of NRS;

(d) The fulfillment pharmacy labels the container in which the prescription will be dispensed in compliance with NRS 639.2801 using a label from the dispensing pharmacy or a label that contains the same information as the dispensing pharmacy would have been required to place on the label if the dispensing pharmacy had filled or refilled the prescription;

(e) For each prescription that is being filled for the first time:

(1) A pharmacist employed by the dispensing pharmacy or a pharmacist employed by the fulfillment pharmacy verifies the correctness of the data in the computer system of the dispensing pharmacy concerning the prescription before the prescription is filled by the fulfillment pharmacy, and:

(I) If the computer system of the dispensing pharmacy is capable of recording the identification of the pharmacist and the date and time when the pharmacist performed the verification, the pharmacist properly records in the computer system of the dispensing pharmacy the verification of the data; or

(II) Makes a written notation of the verification of the data directly on the prescription; or

~~(2) If the dispensing pharmacy receives the prescription drug from the fulfillment pharmacy, a pharmacist employed by the dispensing pharmacy verifies the correctness of the prescription drug ordered by the prescription when it is received from the fulfillment pharmacy and the pharmacist makes a written notation on the prescription or in the record of the prescription in the computer system of the dispensing pharmacy that includes the name of the pharmacist and the date on which the pharmacist performed the verification;~~

(f) For each prescription that is being refilled by the fulfillment pharmacy, a pharmacist or any other person employed by the dispensing pharmacy makes a record, by hand on a written document or in the record of the prescription in the computer system of the dispensing pharmacy, that includes:

(1) The date that the request to refill the prescription was sent to the fulfillment pharmacy; and

(2) The date that the prescription drug ordered to refill the prescription was received by the dispensing pharmacy from the fulfillment pharmacy; and

~~(g) A pharmacist employed by the dispensing pharmacy verifies the correctness of the prescription drug ordered to refill the prescription if the prescription drug is received from the fulfillment pharmacy and if, in his or her professional judgment, the pharmacist determines such verification is necessary.~~

~~2. If the drug identified by the National Drug Code number which is transmitted to a fulfillment pharmacy pursuant to subparagraph (1) of paragraph (b) of subsection 1 is not available to the fulfillment pharmacy, the fulfillment pharmacy:~~

~~(a) Shall not fill or refill the prescription; and~~

~~(b) Shall transmit the prescription back to the dispensing pharmacy to be filled or refilled.~~

~~3. If a dispensing pharmacy:~~

~~(a) Does not include prescription drugs ordered by prescriptions that are filled or refilled by a fulfillment pharmacy in the inventory of the dispensing pharmacy, the dispensing pharmacy shall, not later than 30 days after receipt of a prescription drug ordered by a prescription that was filled or refilled by a fulfillment pharmacy:~~

~~(1) Return the prescription drug to the fulfillment pharmacy that filled or refilled the prescription if the prescription drug has not been dispensed to a patient or an agent of a patient; and~~

~~(2) Ensure that a pharmacist employed by the dispensing pharmacy records the date that the prescription drug was returned to the fulfillment pharmacy on a written document that is maintained at the dispensing pharmacy or in the record of the prescription in the computer system of the dispensing pharmacy.~~

~~(b) Includes prescription drugs ordered by prescriptions that are filled or refilled by a fulfillment pharmacy in the inventory of the dispensing pharmacy, the dispensing pharmacy shall:~~

~~(1) Not take possession of a prescription drug ordered by a prescription that was filled or refilled by a fulfillment pharmacy unless the prescription drug is accompanied by a written or electronic record;~~

~~(2) File and process an invoice for each prescription drug that it receives from a fulfillment pharmacy in the same manner as the dispensing pharmacy files and processes invoices for prescription drugs that it receives from a wholesaler; and~~

~~(3) Process and treat each prescription drug ordered by a prescription that is filled or refilled by a fulfillment pharmacy in the same manner as the dispensing pharmacy processes and treats prescription drugs that originate from the inventory of the dispensing pharmacy.~~

~~4.~~ 2. The transmission of a prescription by a dispensing pharmacy to a fulfillment pharmacy pursuant to this section is not a transfer of a prescription.

~~5.~~ 3. A dispensing pharmacy shall ensure that a patient has been counseled in compliance with NRS 639.266 and NAC 639.707 and 639.708.

~~6.~~ 4. If a prescription is transmitted to and filled or refilled by a fulfillment pharmacy pursuant to this section, both the dispensing pharmacy and the fulfillment pharmacy are individually responsible for ensuring that their respective portions of the prescription have been filled or refilled correctly.

~~7.~~ 5. A dispensing pharmacy shall not transmit, and a fulfillment pharmacy shall not fill or refill, a prescription pursuant to this section for any controlled substance listed in schedule II.

~~8.~~ 6. This section does not prohibit a fulfillment pharmacy from communicating with a patient concerning a prescription which is filled or refilled by the fulfillment pharmacy.

~~9.~~ 7. As used in this section:

(a) "Dispensing pharmacy" means a pharmacy licensed by the Board that sends a prescription to a fulfillment pharmacy to be filled or refilled by the fulfillment pharmacy.

(b) "Fulfillment pharmacy" means a pharmacy licensed by the Board that fills or refills prescriptions on behalf of a dispensing pharmacy.

(c) "Wholesaler" has the meaning ascribed to it in NRS 639.016.

Rationale:

NAC 639.713, 639.714, and 639.7145 outline the requirements for transferring information between pharmacies. In sections 639.713 and 639.714, we suggest amendments to allow pharmaceutical technicians to perform transfers between pharmacies to reduce administrative burden on the pharmacist, as recommended earlier in this document. Section 639.7145 outlines the requirements for using a fax machine to transfer information between pharmacies. Fax machine technology has improved over the years, and now there are electronic fax machines that have replaced the traditional machines. The prescriptive nature of section 639.7145 is no longer necessary and creates more administrative burden, when the computerized

dispensing systems can track all the information related to a transferred prescription, without requiring manual signatures and handwritten information on the documents. We recommend these sections be updated to reflect current practice and technology capabilities within pharmacies.

NAC 639.713 Transfer of information between pharmacies: Conditions; prohibitions. (NRS 639.070, 639.0745)

1. Except as otherwise provided in subsection 4, a transfer of information between pharmacies relating to a prescription for a dangerous drug or controlled substance for the purpose of filling and dispensing that prescription is subject to the following conditions:

(a) Information relating to a prescription, including the total number of refills authorized and any remaining number of refills, may be transferred to another pharmacy orally, by a facsimile machine in accordance with NAC 639.7145 or by computer in accordance with this section.

~~(b) A transfer must be communicated directly between two registered pharmacists.~~

~~(c)~~ (b) The original and the transferred prescriptions must be maintained for 2 years after the date on which the prescription was filled.

~~(d)~~ (c) Information relating to a prescription that has previously been filled may be transferred to another pharmacy by a computer if:

(1) The computer that transfers the information reduces, at the time the information is transferred, the number of refills authorized by the original prescription; and

(2) The computer that receives the information allows the transfer of the prescription for a controlled substance only once.

2. If a prescription for a controlled substance which has previously been filled is transferred by a computer, the ~~pharmacist~~ pharmacy personnel that receives the prescription must inform the patient that the prescription may be transferred to another pharmacy only once.

3. A pharmacy shall not, without first notifying the Board:

(a) Sell, give or otherwise transfer all its prescription files, including information relating to patients and practitioners, to another pharmacy, including a pharmacy under its control or ownership; or

(b) Receive all the prescription files, including information relating to patients and practitioners, from another pharmacy, including a pharmacy under its control or ownership.

Ê A file transferred pursuant to this subsection is not a transfer of information between pharmacies for the purposes of subsection 1, regardless of whether the transfer occurs before or after the prescription is filled.

4. A prescription for a controlled substance listed in schedule II that has previously been filled must not be transferred pursuant to the provisions of this section.

(Added to NAC by Bd. of Pharmacy, eff. 12-3-91; A 7-17-96; 10-24-97; R155-04, 12-20-2004; R008-19, 2-7-2020)

NAC 639.714 Transfer of information between pharmacies: Procedure. (NRS 639.070, 639.0745)

1. Except as otherwise provided in subsection 3, ~~a pharmacist~~ the pharmacy personnel who transfers the information relating to a prescription to another pharmacy pursuant to NAC 639.713 shall:

(a) Write the word "void" on the face of the prescription; and

(b) Record on the reverse side of the invalidated prescription the following information:

(1) The name of the ~~pharmacist~~ pharmacy personnel who transfers the information relating to the prescription;

(2) The date of the transfer;

(3) The name and address of the pharmacy to which the prescription is transferred;

(4) The name of the ~~pharmacist~~ pharmacy personnel who receives the information relating to the prescription; and

(5) If the prescription is for a controlled substance, the registration number issued by the Drug Enforcement Administration pursuant to 21 C.F.R. Part 1301 to the pharmacy to which the prescription is transferred.

2. The ~~pharmacist~~ pharmacy personnel who receives the information relating to the prescription that was transferred shall:

(a) If the information was transferred orally, reduce the transferred information to a written prescription;

(b) Write the word "transfer" on the face of the transferred prescription;

(c) If the prescription is for a controlled substance and the prescription has previously been filled, inform the patient that the prescription may be transferred only once; and

(d) Record the following information on the transferred prescription:

(1) The name and address of the pharmacy from which the prescription was transferred;

(2) The name of the ~~pharmacist~~ pharmacy personnel who transferred the information relating to the prescription;

(3) The date on which the original prescription was issued;

(4) If the prescription has previously been filled, the ~~serial~~ unique number of the original prescription, the date on which the prescription was most recently filled and the number of refills remaining;

(5) The number of refills authorized by the original prescription; and

(6) If the prescription is for a controlled substance, the registration number issued to the transferring pharmacy by the Drug Enforcement Administration pursuant to 21 C.F.R. Part 1301.

3. A pharmacy shall take any measures necessary to ensure that a prescription which has been transferred to another pharmacy cannot be filled again by the transferring pharmacy, including, without limitation, invalidating the prescription in its computer system, if applicable.

4. Upon transferring a prescription to another pharmacy, a pharmacy which maintains its records of prescriptions on a computer system which has the capability to maintain the information described in paragraph (b) of subsection 1:

(a) Shall maintain that information on its computer; and

(b) Is not required to record that information on the original transferred prescription.

(Added to NAC by Bd. of Pharmacy, eff. 12-3-91; A 10-24-97; R008-19, 2-7-2020)

NAC 639.7145 Transfer of information between pharmacies: Requirements for transfer by facsimile machine. (NRS 639.070, 639.0745)

1. Information relating to a prescription may be transferred from a pharmacy to another pharmacy by a facsimile machine pursuant to NAC 639.713 if:

~~(a) The transmission from the transferring pharmacy:~~

~~(1) Includes the information required by subsection 2 of NRS 639.2353, which may be provided in the form of an accurate printout of the pharmacy's computerized record of the prescription; and~~

~~(2) Except as otherwise provided in subsection 2, includes:~~

~~(I) A copy of the original prescription maintained in the records of the transferring pharmacy on which the pharmacist at the transferring pharmacy has signed the copy and written his or her license number; or~~

~~(II) The signature and handwritten license number of the pharmacist at the transferring pharmacy and a notation that specifically indicates that the pharmacist intends to transfer the prescription.~~

~~(b) The transmission is prepared and transmitted by a pharmaceutical technician or pharmacist at the transferring pharmacy.~~

~~2. A pharmacy may transfer prescriptions by facsimile machine to another pharmacy without complying with the provisions of subparagraph (2) of paragraph (a) of subsection 1 only upon application to and authorization by the Board. The Board may grant that authority to a pharmacy if the Board is satisfied that:~~

(a) The pharmacy's computer system will accurately represent the identity of the pharmacist responsible for the transfer; and

(b) The identity of the pharmacist responsible for the transfer cannot be falsified, modified, added or otherwise provided without the knowledge and assent of that pharmacist.

3. A pharmacy which maintains its records of prescriptions in a computer system shall invalidate in its system a prescription transferred by a facsimile machine to another pharmacy.

(Added to NAC by Bd. of Pharmacy by R155-04, eff. 12-20-2004; A by R008-19, 2-7-2020)

Rationale:
In NAC 639.752, we suggest minor revisions to align with the practice of multiple pharmacists working in a pharmacy and/or sharing work between pharmacies. This section currently requires the same pharmacist to perform all review activities for a prescription before they can dispense it to a patient. The minor edits below would allow for different pharmacists to be responsible for verification of individual steps in the filling of a prescription.

NAC 639.752 Restrictions on filling or dispensing certain prescriptions. (NRS 639.070, 639.0727)

1. Except as otherwise provided in this section and NRS 639.235, a pharmacist shall not fill a prescription for, or dispense, a dangerous drug or a controlled substance if the prescription is:

(a) Written by a practitioner who is not licensed to practice in this State, but is authorized by the laws of another state to prescribe;

(b) For a patient who resides in a state other than the state in which the prescribing practitioner's practice is located;

(c) Requested to be furnished in a manner other than by dispensing directly to the patient, or an agent of the patient, in person; and

(d) To be paid for in full, in cash or cash equivalent, at the time the prescription is dispensed,

Ê unless the pharmacist first verifies the prescription as set forth in subsection 2.

2. A pharmacist who verifies a prescription pursuant to this section must:

(a) Speak with the patient or the prescribing practitioner;

(b) Establish that:

(1) The prescription is authentic; and

(2) A bona fide relationship between the patient and the prescribing practitioner did exist when the prescription was written; and

(c) Record on the prescription or in the prescription record in the pharmacy's computer:

(1) The name of the person with whom the pharmacist spoke concerning the prescription;

(2) The date and time of the conversation; and

(3) The date and time the patient was examined by the prescribing practitioner.

3. Subsection 1 does not apply to a pharmacist who refills a prescription ~~he or she~~ a pharmacy has previously filled if ~~the~~ a pharmacist verified the prescription before filling it the first time.

4. For the purposes of this section, a bona fide relationship between the patient and the prescribing practitioner shall be deemed to exist if the patient was examined in person, electronically, telephonically or by fiber optics within or outside of this State or the United States by the practitioner within the 6 months immediately preceding the date the prescription was issued.

5. As used in this section, "cash equivalent" includes, without limitation:

(a) A check;

(b) A credit card;

(c) A draft;

(d) An electronic funds transfer; and

(e) A prescription drug discount card or other device obtained pursuant to the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, Public Law 108-173, or any regulations adopted pursuant thereto.

(Added to NAC by Bd. of Pharmacy by R112-99, eff. 11-3-99; A by R156-04, 10-22-2004; R212-09, 8-13-2010; R098-13, 3-28-2014)

Rationale:
NAC 639.771 and 639.773 outline the requirements for a pharmacist to dispense hormonal contraceptives under a protocol. This newer allowance became effective as of 2022, but these regulations contain various requirements that have created a degree of administrative burden that is an obstacle to implementing and

offering this service to the public. Some of the requirements, such as a prescriptive risk assessment survey created by the Board and memorialized in regulation, are required by the statute. Thus, we recommend the Board follow its process for addressing with and through the Legislature; however, there are additional items within the regulation that are administratively burdensome. While the statute requires a *pharmacy* to notify the Board, the regulation exceeds statutory authority by requiring each *individual pharmacist* to notify the Board of their intent to offer the service. Therefore, we recommend revising to match the notification language from the statute, to leave the burden on the pharmacy as intended by the Legislature, rather than imposing an individual requirement.

Additionally, in NAC 639.773 subpart (7) the Board requires a pharmacist who has not been trained to dispense the medication under a protocol to go through the risk assessment with the patient prior to dispensing a refill. This is an onerous requirement, and a refill under this protocol should be treated like a refill of any hormonal contraceptive prescription regardless of the prescriber. Repealing the language in subpart (7) will remove a confusing and problematic section that has made continuity of care for the patient challenging. The recommended deletion will allow pharmacies to implement this protocol even when some pharmacists may choose not to participate.

NAC 639.771 Requirements for pharmacist to dispense under protocol. (NRS 639.070, 639.28077)

1. Except as otherwise provided in subsection 7 of NAC 639.773, a pharmacist who wishes to dispense self-administered hormonal contraceptives under the protocol prescribed in NAC 639.773 must:

(a) Complete a course of education concerning self-administered hormonal contraceptives that:

(1) Consists of at least 1 hour of instruction;

(2) Includes, without limitation, instruction concerning the assessment of risks to the patient and contraindications; and

(3) Is approved by the Accreditation Council for Pharmacy Education or the American College of Obstetricians and Gynecologists, or their successor organizations, or provided by a school of pharmacy accredited by the Accreditation Council for Pharmacy Education, or its successor organization; and

(b) Any pharmacy that wishes to dispense self-administered hormonal contraceptives under the protocol must notify the Board of that fact. ~~Notify the Board of his or her intent to dispense self-administered hormonal contraceptives under the protocol in the form prescribed by the Board.~~

2. A pharmacist who complies with the provisions of subsection 1 shall maintain in an easily retrievable location a written or electronic record of his or her completion of the course required by paragraph (a) of subsection 1:

(a) While the pharmacist is dispensing self-administered hormonal contraceptives under the protocol prescribed in NAC 639.773; and

(b) For at least 2 years after ceasing to dispense self-administered hormonal contraceptives under the protocol.

(Added to NAC by Bd. of Pharmacy by R036-21, eff. 2-28-2022)

NAC 639.773 Protocol for dispensing. (NRS 639.070, 639.28077)

1. The protocol prescribed pursuant to NRS 639.28077 consists of compliance with subsections 2 to 8, inclusive.

2. Before initially dispensing a self-administered hormonal contraceptive to a patient under the protocol, a pharmacist must:

(a) Provide the patient with the risk assessment questionnaire prescribed in NAC 639.774 in accordance with subsection 2 of NRS 639.28078 and, if the patient completes the questionnaire, discuss the results of the questionnaire with the patient; and

(b) Utilize a treatment algorithm to determine whether it is safe to dispense a self-administered hormonal contraceptive to the patient. The treatment algorithm must include, without limitation:

(1) Training and education of the patient concerning the self-administered hormonal contraceptive and possible alternatives to the self-administered hormonal contraceptive;

(2) Assessing any risks to the patient posed by the self-administered hormonal contraceptive;

(3) Evaluating the patient using the criteria adopted by reference in NAC 639.772;

(4) Conducting a health and history screening of the patient;

(5) Screening to determine whether the patient is or may be pregnant;

(6) Screening the patient for disease;

(7) Determining whether the patient is taking other medications and, if so, evaluating the potential interaction between the self-administered hormonal contraceptive and the other medications;

(8) Evaluating the blood pressure of the patient;

(9) Soliciting and considering the preferences of the patient concerning treatment; and

(10) Formulating a plan for treatment of the patient and discussing the plan with the patient.

3. If, after satisfying the requirements of subsection 2, a pharmacist determines that it is unsafe to dispense a self-administered hormonal contraceptive to the patient, the pharmacist must not dispense the self-administered hormonal contraceptive and must:

(a) Refer the patient to his or her attending provider of health care or another qualified provider of health care for further consultation and treatment; and

(b) Provide the patient with a copy of the record required by subsection 4 of NRS 639.28078.

4. If, after satisfying the requirements of subsection 2, a pharmacist determines that it is safe to dispense a self-administered hormonal contraceptive to the patient, the pharmacist must:

(a) Provide the patient with information concerning the self-administered hormonal contraceptive being dispensed, which must include, without limitation, the information described in paragraph (b) of subsection 3 of NRS 639.28078 and information concerning:

(1) Proper dosage of the self-administered hormonal contraceptive;

(2) The effectiveness of the self-administered hormonal contraceptive;

(3) The importance of obtaining recommended tests and screening from the attending provider of health care of the patient or another qualified provider of health care who specializes in women's health;

(4) The effectiveness of long-acting, reversible contraceptives as an alternative to self-administered hormonal contraceptives;

(5) When to seek emergency medical services as a result of administering a self-administered hormonal contraceptive; and

(6) The risk of acquiring a sexually transmitted infection and ways to reduce that risk;

(b) Provide the patient with a copy of the record required by subsection 4 of NRS 639.28078; and

(c) Dispense an appropriate self-administered hormonal contraceptive to the patient in a container with a label that clearly shows:

(1) The date on which the self-administered hormonal contraceptive was dispensed;

(2) The name and address of the patient;

(3) The ~~serial~~ unique number assigned to the record of the self-administered hormonal contraceptive in accordance with paragraph (a) of subsection 8;

(4) The number of recommended doses of the self-administered hormonal contraceptive that are being dispensed in the container;

(5) Specific directions for use of the self-administered hormonal contraceptive;

(6) The proprietary or generic name of the self-administered hormonal contraceptive;

(7) The strength of the self-administered hormonal contraceptive; and

(8) The expiration date of the self-administered hormonal contraceptive.

5. A pharmacy that initially dispenses self-administered hormonal contraceptives under the protocol shall maintain:

(a) A written or electronic record of each risk assessment questionnaire completed by a patient of the pharmacy pursuant to paragraph (a) of subsection 2 for at least 2 years after the date of completion; and

(b) The written or electronic record required by subsection 8.

6. A pharmacist who dispenses a self-administered hormonal contraceptive under the protocol shall not dispense to a patient more than a 12-month supply of the self-administered hormonal contraceptive. If the pharmacist initially dispenses to the patient less than a 12-month supply, the pharmacist may refill the self-administered hormonal contraceptive under the protocol until the patient has received a 12-month supply. If the patient requests a refill after the patient has received a 12-month supply, the pharmacist must comply with the requirements of the protocol set forth in subsections 2, 3 and 4.

7. Subject to the limitations set forth in subsection 6, a pharmacist who has not complied with the requirements of NAC 639.771 may refill the supply of a self-administered hormonal contraceptive initially dispensed under the protocol if the pharmacist has access to an electronic record of the risk assessment questionnaire completed pursuant to paragraph (a) of subsection 2. ~~When dispensing the refill, such a pharmacist shall:~~

~~(a) Review and discuss the results of the risk assessment questionnaire with the patient;~~

~~(b) Answer any questions that the patient may have concerning the self-administered hormonal contraceptive; and~~

~~(c) Take the actions described in paragraphs (a) and (c) of subsection 4.~~

8. A pharmacy that dispenses a self-administered hormonal contraceptive under the protocol, including, without limitation, a pharmacy that refills the supply of a self-administered hormonal contraceptive pursuant to subsection 7, shall maintain a written or electronic record of each self-administered hormonal contraceptive dispensed by the pharmacy for at least 2 years after the date on which the self-administered hormonal contraceptive was dispensed. The record must:

(a) Be assigned a ~~serial~~ unique number;

(b) Include, without limitation, the information required by paragraph (a) of subsection 3 of NRS 639.28078; and

(c) Be maintained in the same manner as other records of prescriptions dispensed by the pharmacy.

(Added to NAC by Bd. of Pharmacy by R036-21, eff. 2-28-2022)

In conclusion, we appreciate the opportunity to submit these recommendations for evaluation by the Board. We are confident that the modernization of these sections of administrative code will help lessen the administrative burden on pharmacists, interns, pharmaceutical technicians, and unlicensed personnel and allow for more efficient operation of pharmacies. In the end, these changes will allow for patients to receive safer access to pharmacy services and will allow for the preservation of pharmacy access in general.

Please let us know if you have any questions.

Sincerely,

Liz MacMenamin
Retail Association of Nevada
Vice President, Government Affairs

410 South Minnesota Street
Carson City, NV, 89703
lizm@rannv.org
Cell: 775-720-2528

References:

1. Broughel, J. (2021, March 16). Pharmacy technician ratio requirements. Mercatus Center. https://www.mercatus.org/research/research-papers/pharmacy-technician-ratio-requirements
2. Adams AJ. Advancing technician practice: Deliberations of a regulatory board. Research in Social and Administrative Pharmacy. 2018;14(1):1-5.
3. Berenbrok et al. Pharmacy Technician Role Expansion. An Evidence-Based Position Paper. 2018. Available from: https://pages.pharmacy.pitt.edu/epittpharmacy/2018/08/07/pittpharmacy-team-reports-on-expanded-role-ofpharmacy-technicians/
4. National Association of Boards of Pharmacy. Report of the Task Force on Manpower Shortage. 1999. Available from: https://nabp.pharmacy/wp-content/uploads/2016/07/TF_Pharmacy_Manpower_Report_1999.pdf
5. Hockenberry B, Lavino J. Applicability of pharmacist to technician ratio laws and regulations on non-resident pharmacies — a multistate legal review. Res Social Adm Pharm. Published online March 27, 2021. doi:10.1016/j. sapharm.2021.03.012

Darlene Nases

From: Sally Chia <sally.chia@986pharmacy.com>
Sent: Thursday, September 4, 2025 11:56 AM
To: Board Coordination
Subject: Comment in regards to staffing regulations

Dear Members of the Board,

Unfortunately I missed the public comment time frame in regards to pharmacy staffing regulations. I commend the Board of Pharmacy for prioritizing patient safety through these proposed changes. However, it is important to note that much of the survey feedback appears to reflect the perspective of pharmacists working in large chain pharmacies. For independent pharmacies, these regulations would have a significantly different impact and may be detrimental to the sustainability of our businesses, despite our shared commitment to patient safety.
At my pharmacy, we take into consideration our employees' workload, and errors are minimal. I believe the language should be adjusted so that additional pharmacist staffing is required only when prescription volume reaches certain thresholds, such as 200+ prescriptions per day, which would better align with the concerns faced at larger-volume pharmacies. This approach would help maintain patient safety while recognizing the operational differences between independent and chain pharmacies. I hope the language can be modified. Thank you for your consideration.

--
Kind Regards,

Sally Chia, PharmD

Pharmacy Manager

8536 Del Webb Blvd Las Vegas, NV 89134

Ph: 702.476.5888 | F: 702.586.6581 | C: 702.882.3123

Darlene Nases

From: Pharmacy Board
Sent: Thursday, September 4, 2025 9:07 AM
To: Board Coordination
Subject: Fw: Public Comment – Proposed Pharmacy Staffing Regulations

---

From: Leana Ramirez <lramirez@thecenterlv.org>
Sent: Wednesday, September 3, 2025 9:34 PM
To: Pharmacy Board <pharmacy@pharmacy.nv.gov>
Subject: Public Comment – Proposed Pharmacy Staffing Regulations

Dear Members of the Nevada Board of Pharmacy,

On behalf of The Center—including both the Arlene Cooper Community Health Center and the Gavin J. Goorjian Health Center—I am writing to share our concerns regarding the proposed regulation requiring two pharmacists on duty for pharmacies dispensing more than 100 prescriptions per day.

While we fully support the intent behind these changes—protecting patient safety and preventing pharmacist burnout—the proposed 100-prescription threshold creates significant challenges for community-based clinics like ours. In our setting, a skilled pharmacist can safely process approximately 14 prescriptions per hour, meaning 100 prescriptions can reasonably be managed within a standard workday while still maintaining rigorous safety and quality standards. Requiring a second pharmacist at that volume would add unnecessary financial and staffing burdens without meaningfully improving patient safety.

That said, we want to emphasize that implementing and requiring services on a larger scale—such as vaccines, patient counseling, and medication therapy management—would absolutely warrant the need for a second pharmacist to ensure both patient safety and quality of care. However, applying a blanket staffing mandate without considering the scope of services offered does not reflect operational realities, particularly for smaller community health settings like ours.

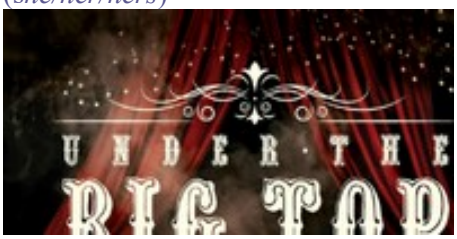
We are also concerned about the broader context of the pharmacist workforce shortage, particularly here in Nevada. Enrollment at local schools, including Roseman University, has declined by nearly 50% in recent years, mirroring a nationwide trend that is reducing the pipeline of new pharmacists. This shortage makes strict staffing mandates particularly difficult to meet and could unintentionally limit patient access to pharmacy services across the state.

We absolutely support safeguards that improve patient safety and promote pharmacist well-being. However, we encourage the Board to consider a more balanced approach—one that focuses on the complexity of services being provided rather than applying a fixed numerical threshold. For example, requiring a second pharmacist when a pharmacy is providing additional high-touch services such as vaccines, MTM, or specialty compounding would better align staffing requirements with operational realities while still protecting patient safety.

We are committed to working collaboratively with the Board to ensure regulations enhance quality of care without compromising access for the communities who need these services most. Thank you for the opportunity to provide input, and I welcome any opportunity to discuss this further or participate in future workshops on this important topic.

Yours in community,

Leana M. Ramirez, PharmD, AAHIVP, CSP
(*she/her/hers*)



https://honorarium2025.givesmart.com

Chief Clinical Officer
The Center *— serving the LGBTQIA+ community of Nevada*
401 S. Maryland Parkway
Las Vegas, NV 89101
c. 702.755.2401
o. 702.476.9436
f. 702.733.9075
e. lramirez@thecenterlv.org
w. www.thecenterlv.org

Darlene Nases

From: Vesper Specialty Pharmacy RX <vesperpharmacy@gmail.com>
Sent: Tuesday, September 2, 2025 3:57 PM
To: Board Coordination
Subject: Written Public Comment- Opposition to Proposed staffing regulations.

I am writing today in opposition of the new proposed regulations of pharmacy staffing. On behalf of myself and I'm sure I can speak on behalf of the other independent pharmacies this would literally and bluntly put us out of business. In a climate where we are fighting to keep our doors open in a highly competitive market and constantly dwindling reimbursement rates, this is not only not practical but also not financially feasible or possible. The majority of independent pharmacies are family owned small businesses of which we don't have the means, the financials or the staffing power to compete with the larger chains. This proposed regulation would burden us financially and in most cases not make it possible to profit if we had to have an additional pharmacist or even two more. Most of us are owner / PIC and don't take vacations often as it is costly to hire coverage for a pharmacist and hard to find someone qualified or trained on our Rx systems. While I do believe that patient safety comes first, it's important to note that these working conditions are brought on by the larger chains, pushing metrics. We independents left the chains to do better, improved the workflow and improved our patient outcomes. We have the ability to do 300+ plus rxs sitting down, taking breaks and having a stress free workplace. Not Metrics, just patient care.

I would kindly ask that you would consider the impact this will have on all of our mom and pop operations. Either this should not pass at all, the threshold should be increased to 500 rx's, or there should be an exemption for pharmacies that are private and / or have only few locations to give us the chance to remain in business.

Thank you for your consideration,

Dr Joshua Koroghli PharmD/MBA
Owner, PIC, Vesper Specialty Pharmacy
--

Vesper Specialty Pharmacy

Phone: 702-333-4377
Fax: 702-333-0998
vesperpharmacy@gmail.com
4225 S Eastern Ave #16, Las Vegas, NV 89119, USA
https://vesperrx.com

From:	Kenneth Kunke
To:	Board Coordination
Cc:	Jeani Smith; Evan Williams; Zach Rosko; Amy Hale
Subject:	Written Public Comment - Proposed Regulation R113-24
Date:	Wednesday, July 30, 2025 4:10:51 PM
Attachments:	WorkplaceWellbeingInNevada.pdf Nevada Pharmacy Alliance - Feedback on Regulation R113-24.pdf Nevada Pharmacy Alliance - Questions on Proposed Regulation R113-24.pdf

---

Dear Nevada Board of Pharmacy,

On behalf of the Nevada Pharmacy Alliance, I am writing to respectfully request that the three attached PDF documents be included as written public comment the next time proposed regulation **R113-24** is added to the Board's meeting agenda.

Please let me know if you need anything further or if there are additional steps we must take to ensure these documents are officially submitted for the record.

Thank you for your attention and continued support of the pharmacy profession in Nevada.

Warm regards,
Ken

Cc'd:

- Jeani Smith, President, NPA
- Amy Hale, Immediate Past-President, NPA
- Zach Rosko, Incoming President, NPA
- Evan Williams, Treasurer, NPA

Ken Kunke, PharmD
Nevada Pharmacy Alliance
Executive Director
1575 W. Horizon Ridge Pkwy #530792 Henderson, NV 89012
Office: 702-714-1931
info@nevadapharmacyalliance.com

A Successful Alliance Begins With You!
www.nevadapharmacyalliance.com

NEVADA PHARMACY ALLIANCE

04/12/2024

Workplace Wellbeing in Pharmacies in Nevada

In Nevada and across the nation, pharmacists and pharmacy technicians have been raising their voices concerning the challenging and demanding work environments within our pharmacy practices that negatively impact patient care and patient safety. Pharmacy professionals struggle to fulfill prescriptions and medication orders, administer a variety of vaccinations, and provide other patient care services while they are expected to work without enough staff coverage in the pharmacy to do all their expected duties without routine breaks. This plea for assistance and change has manifested in pharmacy workforce walkouts, individuals leaving and a reduction in those entering the profession, and concerns for patient safety.

The Nevada Board of Pharmacy conducted a Pharmacists Workplace and Patient Safety Survey. The results are alarming.

Key points:

- 57.4% of pharmacists do not believe that their primary practice setting is sufficiently staffed to meet the demands of the pharmacy while meeting patient care and safety standards. This number rises to 74.6% of pharmacists working at retail chain pharmacies.
- 51.5% of pharmacists believe that the current staffing in their pharmacy setting poses a risk to patient safety. This number rises to 68.3% of pharmacists working at retail chain pharmacies.
- 50% of pharmacists do not feel that staffing at their pharmacy is adequate to prevent delays in patients receiving medications in a timely manner. This number rises to 64.9% of pharmacists working at retail chain pharmacies.
- 66.9% of pharmacists sometimes, usually, or always continue working after their scheduled/paid shift hours have been completed.

These numbers show there is a patient safety issue in pharmacies in our state due to low staffing levels and heavy workloads. This document is meant to demonstrate what other information is available about pharmacy working conditions and possible policy changes.

Additional information regarding working conditions in a pharmacy

American Pharmacists Association

- Pharmacy Workplace and Well-Being Reporting (PWWR) – An anonymous reporting tool for pharmacy team members to share their concerns. Snapshot and analysis reports are created based on trends and findings.

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

- Data available from PWWR Report VII – September 2023

Specific Root Causes

Specific root causes (individuals could select more than one) (369 negative reports):

Root Cause	Frequency
Inadequate staffing	275
Metrics	218
Workflow design/policies	213
Corporate/Organizational policies or requirements beyond the pharmacy department or local pharmacy control]	186
Inadequate pharmacist to pharmacy technician staffing	168
Patient (or patient caregiver) expectations and/or demands	155
Unexpected influx of patients/patient surge	123
Break policy and practices	112
Training/Education	107
Medication availability/shortages	105
Drive Thru Window/Hospital Staff Window	97
Insurance/Prior Authorization/Payment	79
Technology/Automation	71
Floater/Per diem staffing	64
State/federal law or regulation	45
Other (e.g., bias, discrimination, high turnover)	31

- Data available from PWWR Report VIII – December 2023

Specific Root Causes

Specific root causes (individuals could select more than one) (174 negative reports):

Root Cause	Frequency
Inadequate staffing	90
Metrics	69
Workflow design/policies	69
Corporate/Organizational policies or requirements beyond the pharmacy department or local pharmacy control]	58
Inadequate pharmacist to pharmacy technician staffing	56
Patient (or patient caregiver) expectations and/or demands	47
Unexpected influx of patients/patient surge	45
Training/Education	41
Medication availability/shortages	36
Break policy and practices	34
Drive Thru Window/Hospital Staff Window	34
Insurance/Prior Authorization/Payment	25
Technology/Automation	23
Floater/Per diem staffing	19
State/federal law or regulation	19
Other *(e.g., staffing did not increase with prescription surge, overreach of insurance with more power than the board, high turnover, corporate incompetence)*	10

:

- Journal of the American Pharmacists Association article published February 2021
  - Policy solutions to address community pharmacy working conditions.

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

NEVADA PHARMACY ALLIANCE

What laws do other states have regarding pharmacy workplace conditions?

California - AB1286 (2023)

- Allows PIC or RPh on duty to:
  - Make changes to staffing to prevent fatigue and distraction.
  - Adjust staffing for workload volume.
  - Requires chain retail pharmacies to provide at least one clerk or pharmacy technician fully dedicated to performing pharmacy-related services (waived if average prescriptions filled per day <75).
  - Requires an additional tech to help the RPh with non-discretionary tasks if one RPh on duty and tech is giving vaccines, etc.
  - Community pharmacies must report medication errors to an approved entity within 14 days.

Illinois – SB2104 (2020)

- Creates a Collaborative Pharmaceutical Task Force. The task force shall discuss the following at a minimum:
  - Requires at least one tech on duty with the pharmacist.
  - Must have ten tech hours for every one hundred prescriptions filled.
  - General prohibition of activities that distract the pharmacist.
  - For 7 hours worked, must have two 15-minute breaks and one 30-minute lunch. If breaks are missed, the company must pay the pharmacist three times the pharmacist's regular hourly rate of pay for each workday during which the required breaks were not provided.
  - Limit a pharmacist to working 8-hour shifts.
  - Retain records of any errors in receiving, filling, or dispensing of prescriptions of any kind.

Kentucky – Title 201 | Chapter 002 | Regulation 450 (2023)

- Unprofessional conduct of the pharmacy permit holder is defined as failing to identify and resolve conditions which prevent a pharmacist from practicing safely or creating an environment that jeopardizes patient care including failing to provide adequate staffing, training, rest and meal breaks.

Ohio – Regulation 4729:5-5-02.3 and Regulation 4729:5-5-02.4

- Highlights the steps for additional staff and reporting of staffing concerns in an outpatient pharmacy. Includes a no retaliation clause.
- Creates rules for pharmacies to dispense prescriptions without significant delay.

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

Virginia – Board of Pharmacy Guidance Document 110-26 and Administrative Code 18VAC110-20-110

- Ensure sufficient personnel are scheduled to work at all times in order to prevent fatigue, distraction, or other conditions that interfere with a pharmacist's ability to practice with reasonable competency and safety.
- Avoids the introduction of external factors, such as productivity or production quotas, or other programs to the extent that they interfere with the pharmacist's ability to provide appropriate professional services to the public.
- Ensures staff are sufficiently trained to safely and adequately perform their assigned duties and demonstrate competency.
- Ensures opportunities for uninterrupted rest periods and meal breaks (the pharmacy does not have to close during this break).
- Provides adequate time for a pharmacist to complete professional duties and responsibilities (counseling, DUR, immunizations, verifying prescriptions, etc.)
- Creates a form for PIC to use to address staffing requests and concerns. Retaliation is not allowed, and pharmacy owner must respond to staff making the report.
- Pharmacist in charge or pharmacist on duty shall control all aspects of pharmacy practice to ensure patient safety.
- Maximum of a 12-hour shift with at least 6 hours in between shifts (unless team member volunteers for more).
- Ensures a 30-minute break if working over 6 hours.
- The PIC or RPh has the right to manage the work environment in order to maintain patient safety. The "Permit holder" (owner of the pharmacy) cannot override the PIC or RPh decisions.
- Sufficient personnel must be scheduled to prevent fatigue and distraction. Staffing cannot be based on script count only.
- Ensures that external factors, such as quotas, which interfere with the RPh ability to provide patient care must be avoided.

This letter highlights some of the laws that have been put in place throughout the nation. We encourage all stakeholders in Nevada to propose solutions to create better working conditions for pharmacy teams. The Nevada Pharmacy Alliance is looking forward to hearing the discussion surrounding this issue and collaborating with employers and the Board of Pharmacy to make sure that pharmacy teams in Nevada have safe working conditions to prioritize patient safety and minimize errors due to understaffing and burnout among pharmacy professionals.

Amy Hale, PharmD, BCPS, RN
Nevada Pharmacy Alliance - President

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

NEVADA
PHARMACY ALLIANCE

05/19/2025

Subject: Clarification on Staffing Levels in Proposed Regulation R113-24

Dear Members of the Nevada Board of Pharmacy,

The Nevada Pharmacy Alliance (NPA) extends its sincere appreciation to the Board of Pharmacy for its ongoing efforts to improve workplace conditions and patient safety through Regulation R113-24. We recognize the importance of addressing pharmacy workload concerns and ensuring that pharmacies are staffed appropriately to provide high-quality patient care. However, after reviewing the proposed regulation, several questions regarding its implementation have been raised, particularly in how staffing levels will be determined and enforced.

Every pharmacy operates differently based on its setting, patient volume, and available resources. Given the variability in practice, it will be challenging to apply a universal staffing formula without clear guidance on how workload calculations should be made and enforced. Nevada Pharmacy Alliance has continually engaged in conversation with its members to bring these concerns to the Board of Pharmacy. To ensure clarity and feasibility, we respectfully request that the Board provide further details on the following key areas:

Workload Calculation and Compliance

- When and how will the workload calculation occur? Will it be based on hourly, daily, weekly, or monthly averages?
- The regulation requires pharmacies to maintain documentation of hourly compliance. Will pharmacies be required to manually track prescriptions and vaccines given per hour? Many systems do not currently provide this level of tracking.
- These are some additional questions if averages in the workload calculation are allowed:
    - Will the Board review staffing levels retrospectively (holding pharmacies accountable for past non-compliance), or prospectively (requiring pharmacies to schedule based on past workload data from a set timeframe, such as the previous week, month, or quarter)?
    - Will pharmacies be penalized if they meet staffing standards on average, but fall below the requirement during peak hours?
    - How does the Board expect pharmacies to predict patient influxes, particularly during seasonal demand spikes or outbreaks?

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

- How frequently would a pharmacy be required to adjust staffing—daily, weekly, or monthly?

Non-Dispensing Services and Their Impact on Staffing Requirements

- If clinical services (e.g., immunizations) are provided, is there a threshold for how many can be administered per hour before requiring additional staffing?
- Many companies count vaccinations in their prescription volume—how will the Board account for pharmacies that do or do not include vaccinations in these calculations?
- Should pharmacies count each individual vaccine, or the total number of patients vaccinated? A patient getting four vaccines in one visit is less workload than four individual patients receiving one vaccine.
- How will vaccinations administered off-site but processed at the store be counted? (Example: vaccination clinics at community events.)
- What clinical services are carved in or out of the regulation?
  - Counseling (This looks like it is already carved out)
  - Compliance calls
  - Complete Medication Reviews (CMRs)
  - Medication Therapy Management Calls (MTM)
  - Other adherence calls
  - Vaccinations
  - Inbound phone calls
  - OTC questions
  - Transferring scripts
  - CLIA waived testing
  - Prescribing based on current allowances in NV law

Handling Staffing Shortages and Unexpected Absences

- What happens when a pharmacy employee calls out unexpectedly? Will unexpected absences count against staffing compliance?
- If a pharmacy exceeds the allowed workload threshold due to an unplanned absence, will the Board hold it accountable?
- If a technician or pharmacist resigns, how much time will a pharmacy be given to hire a replacement before facing disciplinary actions?
- Are pharmacies expected to turn patients away if they are unable to meet staffing thresholds during a given shift?

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

NEVADA
PHARMACY ALLIANCE

Pharmacy Team Members Feedback on Proposed Regulation R113-24

Across Nevada and the nation, pharmacy professionals have raised concerns about challenging and demanding work environments that negatively impact patient care and safety. Pharmacy teams struggle to fulfill prescriptions, administer vaccinations, and provide other patient care services while facing insufficient staffing and long hours without routine breaks.

The Nevada Pharmacy Alliance (NPA) extends its sincere gratitude to the Nevada Board of Pharmacy (BOP) for their proactive efforts in addressing concerns raised on behalf of pharmacists, technicians, students, and other stakeholders. We commend the BOP for conducting the Nevada Pharmacists Workplace and Patient Safety Survey to explore significant workplace wellbeing challenges.

Key findings from the survey:

- 57.4% of pharmacists believe their practice setting is under-staffed to meet both pharmacy demands and patient care/safety standards. This rises to 74.6% for pharmacists at retail chain pharmacies.
- 51.5% of pharmacists feel their current staffing levels pose a risk to patient safety, with 68.3% of retail chain pharmacists sharing this concern.
- 50% of pharmacists feel their staffing levels lead to delays in timely medication delivery, a figure that rises to 64.9% for retail chain pharmacists.
- 66.9% of pharmacists continue working past their scheduled hours, either sometimes, usually, or always.

These numbers highlight a serious patient safety issue caused by low staffing and heavy workloads.

The Revised Proposed Regulation of The State Board of Pharmacy LCB File. No. R113-24 – July 15th, 2024, was created based on these findings. In August 2024, the NPA conducted a follow-up survey to gather insights from our members on the proposed regulation. This survey assessed various aspects of pharmacy practice, including demographics, workload, and perceptions of the proposed regulations. A total of twenty-six respondents shared their feedback on staffing levels and potential impacts of regulatory changes.

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

Demographics and Practice Settings:

- Years in Practice:
  - 0–10 years: 19%
  - 11–20 years: 42%
  - 21–30 years: 23%
  - 30+ years: 15%
- Primary Practice Settings:
  - Retail Chain Pharmacy: 35%
  - Independent Pharmacy: 35%
  - Institutional/Hospital Pharmacy: 19%
  - Department of Defense or VA Pharmacy: 4%
  - Non-pharmacy settings: 8%
- Roles:
  - Staff Pharmacist: 35%
  - Pharmacy Manager: 42%
  - Pharmacy Owner: 15%
  - Pharmacy Intern and Technician: 8% each
- Employment Status:
  - Full-time: 77%
  - Part-time: 8%
  - PRN: 4%
  - Retired: 4%
  - Not Currently Practicing: 8%

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

Pharmacy Workload:

- Weekday Prescription Volume (10-hour shift):
  - 101–200: 6%
  - 201–300: 50%
  - 301–400: 13%
  - 401–500: 6%
  - 501–600, 601–700, >700: 6% each
- Weekend Prescription Volume (10-hour shift):
  - 1–100: 33%
  - 101–200: 22%
  - 201–300: 22%
  - 301–400, 501–600: 11% each

<u>Questions pertaining to the proposed regulation No. R113-24:</u>

Awareness and Perception of Workplace Safety and Proposed Regulations

- 89% of respondents read the Nevada Pharmacists Workplace and Patient Safety Survey conducted by the BOP.
- 94% of respondents were aware of the proposed regulation R113-24.

Perception of Proposed Regulations Addressing Patient Safety Concerns

- 78% of respondents agreed that the proposed regulations effectively address patient safety concerns.
- 22% felt that the regulations do not adequately address these concerns.

Opinions on Staffing Levels in Proposed Regulations

- **Pharmacist Staffing Levels**:
  - 50% believed the proposed regulations have the appropriate number of pharmacists required to ensure patient safety.
  - 17% felt the regulations should mandate more pharmacists to be staffed.
  - 33% thought the regulations should require fewer pharmacists.

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

- Additional feedback summary:
  - Some participants highlighted that increasing pharmacist staffing could improve patient care and reduce medication errors but warned it might strain pharmacy finances.
  - Others expressed concerns that the regulations could make it difficult for smaller or independent pharmacies to remain viable, potentially reducing access to services for patients.

- **Technician Staffing Levels**:
  - 56% believed the proposed regulations have the appropriate number of technicians required to ensure patient safety.
  - 39% felt the regulations should mandate more technicians to be staffed.
  - 33% thought fewer technicians should be required.
  - Additional feedback summary:
    - Respondents emphasized that increasing technician support could improve workflow efficiency and allow pharmacists to focus on clinical responsibilities.
    - Some criticized rigid technician-to-pharmacist ratios, arguing that they could decrease flexibility and patient safety by limiting the ability to delegate appropriate tasks to technicians.

Non-Dispensing Services and Staffing

- **Requirement of Additional Pharmacists for Non-Dispensing Services**:
  - 61% of respondents agreed that an additional pharmacist should be required when non-dispensing services (e.g., immunizations, clinical services) are offered.
  - 39% disagreed, suggesting that additional staffing might not always be necessary or feasible.

- **Feedback on Non-Dispensing Services**:
  - Several respondents noted that the requirement for additional pharmacists should be dependent on service volume and complexity.

- There were concerns that requiring extra staff for clinical services could reduce patient access to these services if pharmacies could not support the increased staffing costs.

General Concerns and Observations:

- Respondents frequently highlighted the financial challenges faced by pharmacies in maintaining adequate staffing due to reimbursement issues, particularly with Pharmacy Benefit Managers (PBMs).
- Some expressed fears that stricter staffing requirements might lead to reduced access to in-state pharmacy services, with more prescriptions being filled by out-of-state mail-order pharmacies.
- A common sentiment was that while the regulations aim to improve patient safety, they must be accompanied by measures to address reimbursement rates to ensure financial feasibility for pharmacies.

The survey results from both the BOP and NPA show that patient safety and workplace wellbeing are top concerns. Members also want to ensure that any regulation passed will not reduce patient access to care.

NPA looks forward to hearing from pharmacy team members, employers, and the Board of Pharmacy at the January 16th BOP meeting to continue discussions on the best way forward.

Jeani Smith, PharmD, MBA, BCACP, BCADM, CDCES
President

Jeani Smith

A Successful Alliance Begins With You!
www.nevadapharmacyalliance.com

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

NEVADA
PHARMACY ALLIANCE

Prescription Processing and Off-Site Workflows

- Are prescriptions filled but not picked up (e.g., returned-to-stock medications) counted in the workload calculation?
- Do prescription rebills or patient information updates count as additional prescriptions in the workload total?
- How does off-site verification work in the calculation?
    - Off-site verification that happens independently (not in another dispensing pharmacy)?
    - Off-site verification in other dispensing pharmacies?
    - What about off-site data entry, DUR (split processing)?
    - What about off-site prescription filling (central fill)?

Intern and Technician Staffing Considerations

- Many pharmacy interns perform tasks similar to pharmacists. How does the presence of an intern affect the staffing calculation?
- Many technicians are now authorized to administer vaccinations, will this impact staffing ratios or workload thresholds?

Other Operational Considerations

- How do scheduled and unscheduled lunch breaks factor into workload compliance?

NPA values its collaboration with the Board and appreciates the opportunity to raise these important questions on behalf of pharmacy professionals across Nevada. We look forward to discussing these issues further to ensure that actions taken are both effective in protecting patient safety and practical for implementation across all pharmacy settings.

Sincerely,

Jeani Smith

Jeani Smith, PharmD, MBA, BCACP, BC-ADM, CDCES
President
Nevada Pharmacy Alliance

1575 W. Horizon Ridge Pkwy #530792
Henderson, NV 89012
702-714-1931
info@nevadapharmacyalliance.com

16A

SFY25 MONTHLY BUDGET REPORT
NEVADA STATE BOARD OF PHARMACY
Jun-25

REVENUES	APPROVED BUDGET	BUDGET AMENDMENTS	REVISED BUDGET	CURRENT MONTH REVENUE/EXPENSE	PRIOR MONTH(s) REVENUE/EXPENSE	PROJECTIONS THROUGH 6/30/2025	TOTAL REVENUE/EXPENSE SFY25	DIFFERENCE
Beginning Balance	$ 4,663,661		$ 4,663,661	$ -	$ -	$ 4,663,661	$ 4,663,661	$ -
Renewal Fees	$ 6,106,426		$ 6,106,426	$ 4,263	$ 6,294,730	$ -	$ 6,298,993	$ 192,567
Registration Fees	$ 1,297,680		$ 1,297,680	$ 99,485	$ 1,159,875	$ -	$ 1,259,360	$ (38,320)
Recovered Costs	$ 30,000		$ 30,000	$ 7,000	$ 97,979	$ -	$ 104,979	$ 74,979
CC Processing Fees	$ 300,000		$ 300,000	$ 3,207	$ 346,592	$ -	$ 349,799	$ 49,799
Change MGR RPh	$ 22,800		$ 22,800	$ 1,300	$ 17,900	$ -	$ 19,200	$ (3,600)
Inspections	$ 5,000		$ 5,000	$ 218	$ 11,317	$ -	$ 11,535	$ 6,535
Interest Income	$ 30,000		$ 30,000	$ 16,100	$ 171,671	$ -	$ 187,770	$ 157,770
Late Fees	$ 15,000		$ 15,000	$ 2,190	$ 53,860	$ -	$ 56,050	$ 41,050
Total Revenues	**$ 12,470,567**	$ -	**$ 12,470,567**	**$ 133,763**	**$ 8,153,924**	**$ 4,663,661**	**$ 12,951,348**	**$ 480,781**

EXPENSES								
Payroll	$ 4,139,230		$ 4,139,230	$ 324,523	$ 3,410,996	$ -	$ 3,735,518	**$ (403,712)**
Operating	$ 1,382,732		$ 1,382,732	$ 83,231	$ 1,380,441	$ -	$ 1,463,671	**$ 80,939**
Equipment	$ 25,000		$ 25,000	$ 698	$ 32,689	$ -	$ 33,388	**$ 8,388**
In-State Travel	$ 110,000		$ 110,000	$ 2,734	$ 70,197	$ -	$ 72,931	**$ (37,069)**
Out-of-State Travel	$ 65,000		$ 65,000	$ 2,746	$ 13,196	$ -	$ 15,942	**$ (49,058)**
DAG Cost	$ 40,000		$ 40,000	$ 3,565	$ 16,386	$ -	$ 19,951	**$ (20,049)**
Reserve	$ 6,708,605	$ -	$ 6,708,605	$ -	$ -		$ 7,609,946	**$ 901,342**
Total Expenses	**$ 12,470,567**	$ -	**$ 12,470,567**	**$ 417,496**	**$ 4,923,906**	**$ -**	**$ 12,951,348**	**$ 480,781**
Balance	$ -	$ -	$ -				$ -	$ -

SFY26 BUDGET REPORT
NEVADA STATE BOARD OF PHARMACY
August 31 ~~July 31~~, 2025

REVENUES	APPROVED BUDGET	BUDGET AMMENDMENTS	REVISED BUDGET	CURRNET MONTH REVENUE/EXPENSE	YTD REVENUE/EXPENSE	PROJECTIONS THROUGH 6/30/2026	TOTAL REVENUE/EXPENSE SFY26	DIFFERENCE
Beginning Balance	$ 7,680,671		$ 7,680,671	$ -	$ -	$ 7,680,671	$ 7,680,671	$ -
Renewal Fees	$ 1,800,000		$ 1,800,000	$ 2,590	$ 3,100	$ 1,794,310	$ 1,800,000	$ -
Registration Fees	$ 1,209,020		$ 1,209,020	$ 111,335	$ 122,015	$ 975,670	$ 1,209,020	$ -
Recovered Costs	$ 30,000		$ 30,000	$ 2,000	$ 6,500	$ 21,500	$ 30,000	$ -
CC Processing Fees	$ 155,000		$ 155,000	$ 3,271	$ 3,424	$ 148,305	$ 155,000	$ -
Change MGR RPh	$ 22,800		$ 22,800	$ 1,150	$ 1,550	$ 20,100	$ 22,800	$ -
Inspections	$ 5,000		$ 5,000	$ 68	$ 2,928	$ 2,004	$ 5,000	$ -
Interest Income	$ 20,000		$ 20,000	$ -	$ -	$ 20,000	$ 20,000	$ -
Late Fees	$ 15,000		$ 15,000	$ 1,395	$ 1,550	$ 12,055	$ 15,000	$ -
Total Revenues	**$ 10,937,491**	$ -	**$ 10,937,491**	**$ 121,809**	**$ 141,067**	**$ 10,674,615**	**$ 10,937,491**	**$ -**

EXPENSES								
Payroll	$ 4,299,317		$ 4,299,317	$ 311,867	$ 344,641	$ 3,642,809	$ 4,299,317	$ -
Operating	$ 1,442,170		$ 1,442,170	$ 103,966	$ 95,254	$ 1,242,950	$ 1,442,170	$ -
Equipment	$ 25,000		$ 25,000	$ -	$ -	$ 25,000	$ 25,000	$ -
In-State Travel	$ 110,000		$ 110,000	$ 4,959	$ 10,442	$ 94,598	$ 110,000	$ -
Out-of-State Travel	$ 65,000		$ 65,000	$ -	$ -	$ 65,000	$ 65,000	$ -
DAG Cost	$ 40,000		$ 40,000	$ 4,193	$ 1,351	$ 34,456	$ 40,000	$ -
Reserve	$ 4,956,004		$ 4,956,004	$ -	$ -	$ -	$ 4,956,004	$ -
Total Expenses	**$ 10,937,491**	$ -	**$ 10,937,491**	**$ 424,985**	**$ 451,688**	**$ 5,104,814**	**$ 10,937,491**	**$ -**
Balance	$ -	$ -	$ -				$ -	$ -