

MINUTES OF THE MARCH 4 AND 5, 2024
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, March 4, 2024

10:01 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*; Anthony Buchta, Sr., RPh; T J Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Jason George, RPh (military leave); and Victor Goodman, *Public Member*.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

10:02 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Mark Surowiec, Findlay, Ohio.**

R-2024-0371 Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

11:02 a.m. The deliberation ended and the hearing opened to the public.

R-2024-0372 After votes were taken in public session, the Board adopted the following order in the Matter of **Mark Surowiec, Findlay, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2024-0020)

In The Matter Of:

Mark Surowiec, RPh

3100 Heatherdowns Drive

Findlay, Ohio 45840

(License no. 03-131797)

INTRODUCTION

The Matter of Mark Surowiec, RPh came for hearing on March 4, 2024, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Jason George, RPh and Victor Goodman, *Public Member*; Absent.

Mark Surowiec appeared pro se and was not represented by an attorney. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE**State's Witnesses:**

1. Don Newton – Agent of the Board
2. David Rivera – Agent of the Board
3. Mark Surowiec – Respondent

Respondent's Witnesses:

1. Mark Surowiec – Respondent

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Ohio State Highway Patrol Alcohol Test Results

Respondent's Exhibits:

1. Treatment Plan

2. Drug Screen Results
3. AA Meetings Attended
4. Discharge Summary
5. Certificate of Completion

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On or about January 5, 2024, while working as a pharmacist at Fillmore Pharmacy, located at 119 S Sycamore Ave, Sycamore, Ohio, Mark Surowiec met with agents of the Board. Mr. Surowiec failed all three field sobriety tests. An agent of the Board smelled a strong odor of alcohol from his breath. The agent stated he was confident Mr. Surowiec was impaired.
2. While meeting with agents of the Board, Mark Surowiec made the following statements:
 - a. He denied ever drinking alcohol at work.
 - b. When asked the last time he drank alcohol, he stated, ““Last night. I had a good dose. I had a beer and 2 shots of vodka and went to bed around midnight.”
 - c. He agreed that his daily drinking habits are “leading [him] down a bad path.”
 - d. When asked if he believed his drinking habits affected him at work, he stated, “Sometimes I do wonder about that.”
 - e. He keeps a bottle of vodka in his car but denied drinking on the way to-or home- from work.
 - f. He “hit it pretty hard last night” and stated he had two shots of vodka from a cup. He demonstrated that each shot was about 2 inches.
 - g. He did not feel impaired; he denied being addicted to alcohol. He stated “I may be heading down that road, but I’m not there yet. The fact that it is every night, does worry me.”
 - h. He was advised by agents of the Board that it was best for him to leave the pharmacy for the day.
3. On or about January 5, 2024, Mr. Surowiec agreed to provide a urine sample for alcohol and drug testing. The results for the alcohol analysis were returned to the

Board and indicated 0.260 grams by weight of alcohol per one hundred milliliters of urine.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2023:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).

2. Such conduct as set forth in the Findings of Fact, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and/or
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
 - d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
 - e. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(n).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Mark Surowiec on January 17, 2024.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-131797 held by Mark Surowiec and such suspension is effective as of the date of the mailing of this Order.

Mark Surowiec, pursuant to Rule 4729:1-1-01(T) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

Further, after fifteen months from the effective date of this Order, the Board will consider any petition filed by Mark Surowiec for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Mark Surowiec must maintain a current address with the Board throughout the duration of the suspension.
2. Mark Surowiec must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Mark Surowiec should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Mark Surowiec to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.

- d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Mark Surowiec in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Mark Surowiec must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Mark Surowiec shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Mark Surowiec reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Mark Surowiec shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Mark Surowiec reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Mark Surowiec must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to

self-report any violation shall be treated as a violation of this Board's Order and will subject Mark Surowiec to possible additional sanctions, including and up to revocation of license.

6. Mark Surowiec must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice pharmacy.
7. Mark Surowiec must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g., proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within **three years** of the effective date of the Summary Suspension, Mark Surowiec must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
9. Mark Surowiec must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
10. When deemed appropriate by the Board, Mark Surowiec must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Mark Surowiec must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.

12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
14. Periods during which Mark Surowiec is not in compliance with all terms of suspension shall toll the length of time of suspension during which Mark Surowiec was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If Mark Surowiec's employment is related to the practice of pharmacy, Mark Surowiec must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Mark Surowiec holds a professional license or applies for a professional license, all persons who provide Mark Surowiec chemical dependency treatment monitoring, and law enforcement and court personnel if Mark Surowiec has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
16. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Mark Surowiec's license.

Ms. Ferris moved for Findings of Fact; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

Ms. Ferris moved for Conclusions of Law; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

Ms. Ferris moved for Action of the Board; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

- 11:04 a.m.** The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **John Mattmuller, Vermillion, Ohio.**
- 11:16 a.m.** Assistant Attorney General Henry Appel conducted an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Joshua Royer, Bethel, Ohio.**
- R-2024-0373** Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.
- 11:50 a.m.** The deliberation ended and the hearing opened to the public.
- R-2024-0374** After votes were taken in public session, the Board adopted the following order in the Matter of **John Mattmuller, Vermillion, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2022-0647

In The Matter Of:

John Mattmuller, RPh
4390 Linda Drive
Vermillion, OH 44089
License no. 03-116103

INTRODUCTION

On December 15, 2022, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to John Mattmuller (Respondent) via certified mail, return receipt requested to Respondent's address of record. Respondent received the Notice on December 17, 2022. Pursuant to Ohio Revised Code Section 119.07, John Mattmuller had a right to a hearing if requested within thirty days of the mailing. John Mattmuller failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on March 5, 2024, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Jason George, RPh; Victor Goodman; Absent.

John Mattmuller was not present at the hearing and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Donald Newton

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Prescription for Reglan/ Metoclopramide 10mg – 9/1/2022
3. Receipt – 9/1/2022
4. Prescription for Lunesta/ Eszopiclone 3mg – 11/15/2022
5. Receipt – 11/15/2022
6. Statement of Dr. Roxanne Rogers
7. Statement of Dr. Frank Cockman
8. Statement of Kately Hampton
9. Statement of Robyn Zamarrisa
10. Patient Profile of John Mattmuller
11. Indictment
12. Request for Intervention in Lieu of Conviction
13. No Contest Plea
14. Judgment Entry Authorizing Diversion
15. Docket

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On or about September 1, 2022, John Mattmuller created a false prescription for Reglan 10mg, #30, to be filled at Fireland Regional Medical Center Outpatient Pharmacy, located at 1111 Hayes Avenue, Sandusky, Ohio, where he was employed as a pharmacist. Reglan is a dangerous drug. The prescription was filled and dispensed on September 1, 2022 with Metoclopramide 10mg tablets, substituted for Reglan, #30.
2. On or about November 15, 2022, John Mattmuller created a false prescription for Lunesta 3mg, 1qHS prn, #30, No refills and placed it in a stack to be filled at Fireland Regional Medical Center Outpatient Pharmacy, located at 1111 Hayes Avenue, Sandusky, Ohio, where he was employed as a pharmacist. Lunesta is a Schedule IV controlled substance. The prescription was filled and dispensed on November 15, 2022 with Eszopiclone 3mg tablets, substituted for Lunesta, #30.
3. On or about December 7, 2022, John Mattmuller was interviewed by agents of the Board. He made the following statements:
 - a. He admitted to writing the prescription for Lunesta 3mg, 1qHS prn, #30, No refills.
 - b. He stated he had intended to ask your doctor to prescribe something to help him sleep, but he forgot to ask the last time he was there.
 - c. He stated he felt he was not thinking clearly when he wrote the prescription and knew he made a mistake in writing it.
 - d. He stated he was not addicted.
 - e. He stated he had not taken any other drugs from the pharmacy.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug.
2. Such conduct as set forth in paragraph (2) of the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, possession of a Schedule IV controlled substance, the amount of the drug involved equals or exceeds the bulk amount but is less than five times the bulk amount.
3. Such conduct as set forth in paragraphs (1), (2), and (3)(a) of the Findings of Fact constitutes a violation of Section 2925.23 of the ORC, illegal processing of drug documents.

4. Such conduct as set forth in paragraph (1) of the Findings of Fact constitutes a violation of Section 4729.51(E)(1)(c) of the ORC, possessing dangerous drugs.
5. Such conduct as set forth in the Findings of Fact constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of October 9, 2021:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
6. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
 - d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as

failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to John Mattmuller on December 15, 2022.

Pursuant to Section 4729.16 of the Ohio Revised Code and Rule 4729:1-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-116103, held by John Mattmuller and such suspension is effective as of the service date of this Order.

John Mattmuller, pursuant to Rule 4729:1-1-01(T) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs and/or medical marijuana during such period of suspension.

Further, after six months from the effective date of this Order, the Board will consider any petition filed by John Mattmuller for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. John Mattmuller must maintain a current address with the Board throughout the duration of the suspension.
2. John Mattmuller must enter into and adhere to the terms of a new contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. John Mattmuller should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject John Mattmuller to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.

- c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the John Mattmuller in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. John Mattmuller must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. John Mattmuller shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request John Mattmuller reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. John Mattmuller shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request John Mattmuller reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. John Mattmuller must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject John Mattmuller to possible additional sanctions, including and up to revocation of license.
6. John Mattmuller must demonstrate satisfactory proof to the Board that she/he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. John Mattmuller must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within three years of the effective date of the Summary Suspension, John Mattmuller must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
9. John Mattmuller must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
10. When deemed appropriate by the Board, John Mattmuller must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. John Mattmuller must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may

toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.

12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
14. Periods during which John Mattmuller is not in compliance with all terms of suspension shall toll the length of time of suspension during which John Mattmuller was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If John Mattmuller's employment is related to the practice of pharmacy, John Mattmuller must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which John Mattmuller holds a professional license or applies for a professional license, all persons who provide John Mattmuller chemical dependency treatment monitoring, and law enforcement and court personnel if John Mattmuller has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
16. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of John Mattmuller's license.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 2, 3, 4, 5, and 10.

Christine Pfaff moved for Findings of Fact; Rich Miller seconded the motion. Motion passed (Yes-6/No-0).

Christine Pfaff moved for Conclusions of Law; Rich Miller seconded the motion. Motion passed (Yes-6/No-0).

Christine Pfaff moved for Action of the Board; Rich Miller seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2024-0375

After votes were taken in public session, the Board adopted the following order in the Matter of **Joshua Royer, Bethel, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2022-0410

In The Matter Of:

Joshua Royer
2952 Sugartree Road
Bethel, OH 45106
License no. 06-0003491

INTRODUCTION

On July 6, 2022, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Joshua Royer (Respondent) via certified mail, return receipt requested to Respondent's address of record. Respondent received the Notice on July 15, 2022. Pursuant to Ohio Revised Code Section 119.07, Joshua Royer had a right to a hearing if requested within thirty days of the mailing. Joshua Royer failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on March 5, 2024, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Jason George, RPh; Victor Goodman; Absent.

Joshua Royer was not present at the hearing and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Kevin Flaharty

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Indictment
3. Entry Approving ILC
4. Blue Ash Police Report
5. Coroner's Report
6. Photos

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On or about June 20, 2022, Joshua Royer was stopped by Blue Ash Police Department for driving a vehicle with an expired registration. The vehicle was registered to him, with an expired license. During the traffic stop he attempted to conceal a plastic bag in the center consol. He told the officer it was Ketamine, a Schedule III controlled substance. The following items were found in his vehicle:
 - a. Psilocybin Mushrooms, 70.5 grams, a Schedule I controlled substance, some of which were individually packaged in smaller baggies.
 - b. Lysergic Acid Diethylamide, also known as "LSD," a Schedule I controlled substance.
 - c. Ketamine, a Schedule III controlled substance.
 - d. Marijuana, a Schedule I controlled substance.
 - e. Tetrahydrocannabinol (THC) tablets, Dab, and mints.

- f. Various drug paraphernalia, including a glass pipe and rolling papers.
2. On or about June 20, 2022, Joshua Royer made the following statements to Blue Ash Police officers:
 - a. The drugs inside the vehicle were for recreational use.
 - b. He purchased the drugs from the dark web.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraph (1)(a) of the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of drugs, a Schedule I controlled substance, in an amount equal or exceeding the bulk amount, but is less than five times bulk.
2. Such conduct as set forth in paragraphs (1)(b), (1)(d), and (1)(e) of the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of drugs, a Schedule I controlled substance.
3. Such conduct as set forth in paragraph (1)(a) of the Findings of Fact constitutes a violation of Section 2925.03 of the ORC, aggravated trafficking in drugs, a Schedule I controlled substance, in an amount equal or exceeding the bulk amount, but is less than five times bulk.
4. Such conduct as set forth in the Findings of Fact constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of October 9, 2021:
 - a. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).

5. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729:2-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:2-4-01(B)(2)(c); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:2-4-01(B)(2)(d); and
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:2-4-01(B)(2)(k).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Joshua Royer on July 6, 2022.

Pursuant to Section 4729.16 of the Ohio Revised Code and Rule 4729:1-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby revokes the pharmacist intern license no. 06-0003491, held by Joshua Royer and such revocation is effective as of the service date of this Order.

T.J. Grimm moved for Findings of Fact; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Conclusions of Law; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

T.J. Grimm moved for Action of the Board; Anthony Buchta, Sr. seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2024-0376

Ms. Ferris moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a

pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Buchta and a roll-call vote was conducted *President* Buettner as follows: Buchta-yes; Ferris-yes, Grimm-yes; Huston-yes, Miller-yes, and Pfaff-yes.

2:30 p.m. The Board Meeting concluded for the day.

Tuesday, March 5, 2024

9:11 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Jason George, RPh (military leave); Victor Goodman, *Public Member*; and T.J. Grimm, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

9:11 a.m. Ms. Defiore-Hyrmer provided the OARRS Report.

9:18 a.m. Mr. Griffin provided the Compliance and Enforcement Report.

9:21 a.m. Ms. Southard provided the Licensing Report.

9:25 a.m. Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Alasia Ellis – Columbus, OH (09115329) to the Board for consideration.

R-2024-0377 Mr. Huston moved that the Board grant Alasia Ellis a one (1) year extension. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-5, No-0.

9:27 a.m. Ms. Southard presented the Non-Pharmacy Internship Credit Request from Mariam Awad – Columbus, OH (061000100) to the Board for consideration.

R-2024-0378

Ms. Pfaff moved that the Board approve Mariam Awad for up to five hundred (500) experience hours. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.

9:31 a.m.

Ms. Southard presented a resolution titled *Pharmacist Licensure by Reciprocity* to the Board for consideration.

R-2024-0379

Ms. Ferris moved that the Board approve the resolution. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

Pharmacist Licensure by Reciprocity

The Board hereby approves the following resolution pursuant to rule 4729:1-2-02 of the Ohio Administrative Code, effective March 5, 2024:

Attendance at a Board administered reciprocity hearing shall meet the qualifications of OAC 4729:1-2-02(C) until such time the Board implements a course with a scored evaluation.

The Board recognizes the state pharmacy law examinations of Arkansas, California, and Puerto Rico as sufficient demonstration of an applicant's knowledge of pharmacy law and waives the MPJE requirement of OAC 4729:1-2-02(C)(2) for those applicants. Applicants will be required to provide certified documentation from the respective state or jurisdiction's licensing authority to demonstrate compliance with this resolution.

9:34 a.m.

Ms. Southard presented a resolution to the Board for consideration.

R-2024-0380

Ms. Ferris moved that the Board approve the resolution. The motion was seconded by Mr. Buchta and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board:

An applicant for pharmacist licensure by reciprocity shall successfully pass the North American Pharmacy Licensure Examination (NAPLEX) to meet the qualifications of OAC 4729:1-2-02(A)(4).

9:54 a.m.

Mr. McNamee and Ms. Wai led a discussion on the appointment of two new members to the Home Medical Equipment Services Provider Advisory Committee.

R-2024-0381

Ms. Ferris moved that the Board approve the appointment of two new members. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0. The following resolution was adopted by the Board.

**Resolution: Appointment of Home Medical Equipment Services Provider
Advisory Council**

In accordance with section 4752.24, the State of Ohio hereby appoints the following persons to the Home Medical Equipment Services Advisory Council:

- Thomas Powell, Director, Mercy Health Home Medical Equipment (vacant position)
 - Crystal Young, Director of Compliance Regulatory and Risk, Medical Service Company (replacing Judy Bunn, who has retired)
-

9:57 a.m.

Mr. McNamee presented rules 4729:6-5-01 - Wholesale Distributors - General Operations, 4729:6-8-01 - Manufacturers - General Operations, 4729:6-9-01 - Repackagers - General Operations, 4729:6-10-01 - Outsourcing Facilities - General Operations, 4729:6-11-01 - Third-Party Logistics Providers - General Operations, 4729:9-1-01 - Schedule I controlled substances, 4729:9-1-02 - Schedule II controlled substances, 4729:9-1-03 - Schedule III controlled substances, 4729:9-1-04 - Schedule IV controlled substances, 4729:9-1-05 - Schedule V controlled substances, 4729:5-2-03 - Change in description of a terminal distributor of dangerous drugs, 4729:5-2-04 - Procedure for discontinuing business as a terminal distributor of dangerous drugs, 4729:5-3-23 - Mobile clinics or medication units, 4729:5-5-18 - Dispensing customized patient medication packages by an outpatient pharmacy, and 4729:6-2-05 - Change in description of a distributor of dangerous drugs to the Board for approval.

R-2024-0382

Ms. Pfaff moved that the Board approve rules 4729:6-5-01 - Wholesale Distributors - General Operations, 4729:6-8-01 - Manufacturers - General Operations, 4729:6-9-01 - Repackagers - General Operations, 4729:6-10-01 - Outsourcing Facilities - General Operations, 4729:6-11-01 - Third-Party Logistics Providers - General Operations, 4729:9-1-01 - Schedule I controlled substances, 4729:9-1-02 - Schedule II controlled substances, 4729:9-1-03 - Schedule III controlled substances, 4729:9-1-04 - Schedule IV controlled substances, 4729:9-1-05 - Schedule V controlled substances, 4729:5-2-03 - Change in description of a terminal distributor of dangerous drugs, 4729:5-2-04 - Procedure for discontinuing business as a terminal distributor of dangerous drugs, 4729:5-3-23 - Mobile clinics or medication units, 4729:5-5-18 - Dispensing customized patient medication packages by an outpatient pharmacy, and 4729:6-2-05 - Change in description of a distributor of dangerous drugs for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-5, No-0.

- 10:07 a.m.** Mr. McNamee provided the Legislative Report.
- 10:12 a.m.** Mr. Schierholt provided the Executive Director Report.
- 10:12 a.m.** Ms. Maerten-Moore provided the Legal Report.
- R-2024-0383** Ms. Ferris moved that the February 5, 2024, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.
- R-2024-0384** Ms. Ferris moved that the February 5, 6, and 7, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.
-
- R-2024-0385** Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:
-

**IN THE MATTER OF:
CASE NO. A-2023-0477**

Refresh Wellness, LLC
License No. 02-62001476
c/o Kathleen Brock
11373 Montgomery Road
Cincinnati, Ohio 45249

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Refresh Wellness, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of Refresh Wellness, LLC's summary suspension due to the method used to possess and distribute dangerous drugs. Together, the Board and Refresh Wellness, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Refresh Wellness, LLC is a licensed Terminal Distributor of Dangerous Drugs under suspended license number 02-62001476.

FACTS

1. The Board initiated an investigation of Refresh Wellness, LLC, Terminal Distributor of Dangerous Drugs license number 02-62001476, related to Refresh Wellness, LLC's method used to possess and distribute dangerous drugs.
2. On or about December 5, 2023, the Board sent a Notice of Opportunity for Hearing/Summary Suspension to Refresh Wellness, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about December 13, 2023, Refresh Wellness, LLC timely requested an administrative hearing, which was subsequently scheduled for June 5, 2024. This Agreement was reached in lieu of hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Refresh Wellness, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 5, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. **IN LIEU OF ADDITIONAL ADMINISTRATIVE ACTION, REFRESH WELLNESS, LLC PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-62001476, WITH DISCIPLINE PENDING.**
4. **REFRESH WELLNESS, LLC agrees never to reapply for any license or registration, issued by the State of Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code.**

5. Refresh Wellness, LLC expressly states and affirms there are no dangerous drugs, including controlled substances, currently in its possession at 11373 Montgomery Road, Cincinnati, Ohio.
6. Refresh Wellness, LLC agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
7. Refresh Wellness, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
8. Refresh Wellness, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Refresh Wellness, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Refresh Wellness, LLC by the Board and will NOT discharge Refresh Wellness, LLC from any obligation under the terms of this Agreement.
9. Refresh Wellness, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
10. Refresh Wellness, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Refresh Wellness, LLC will operate.
12. Refresh Wellness, LLC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
13. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
15. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
16. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0386

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0500**

Walmart 10-1478
License No. 02-0668550
c/o Jacob Creel, PharmD, CHC
354 Private Drive 288
South Point, Ohio 45680

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Walmart 10-1478 for the purpose of resolving all issues between the parties relating to an impaired pharmacist working at Walmart 10-1478. Together, the Board and Walmart 10-1478 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Walmart 10-1478 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0668550.

FACTS

1. The Board initiated an investigation of Walmart 10-1478, Terminal Distributor of Dangerous Drugs license number 02-0668550, related to an impaired pharmacist working at Walmart 10-1478.
2. On or about July 24, 2023 the Board sent a Notice of Opportunity for Hearing to Walmart 10-1478, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about August 7, 2023, Walmart 10-1478, through counsel Scot Hasselman, timely requested an administrative hearing, which was subsequently scheduled for March 6, 2024. The matter was settled via this Agreement prior to hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Walmart 10-1478 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Walmart 10-1478 agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached Walmart 10-1478's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Walmart 10-1478's TDDD license, number 02-0668550.
5. Walmart 10-1478 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional

license, including the Board on renewal applications or applications for a new license.

6. Walmart 10-1478 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Walmart 10-1478 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Walmart 10-1478 by the Board and will NOT discharge Walmart 10-1478 from any obligation under the terms of this Agreement.
7. Walmart 10-1478 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Walmart 10-1478 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Walmart 10-1478 will operate.
10. Walmart 10-1478 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

15. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2024-0387

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
Case No. A-2023-0385**

**Michael Michalack
Registration No. 09-129466
559 Beaumont Court
Covington, KY 41011**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Michael Michalack for the purpose of resolving all issues between the parties relating to the Board investigation of Michael Michalack working at Tri-State Compounding Pharmacy, located at 7715 Beechmont Avenue, Cincinnati, Ohio, without an active Pharmacy Technician Trainee license. Together, the Board and Michael Michalack are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Michael Michalack is a Pharmacy Technician Trainee in the state of Ohio under registration number 09-129466.

FACTS

1. The Board initiated an investigation of Michael Michalack, Pharmacy Technician Trainee registration number 09-129466 (issued May 5, 2022), related to Michael Michalack's working at Tri-State Compounding Pharmacy, located at 7715

Beechmont Avenue, Cincinnati, Ohio, without an active Pharmacy Technician Trainee license.

2. On or about February 12, 2024, the Board sent a Notice of Opportunity for Hearing to Michael Michalack which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement, as though fully set forth herein.
2. Michael Michalack neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 12, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Michael Michalack agrees to pay to the Board the amount of amount of \$25. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Michael Michalack's technician registration, number 09-129466.
5. Michael Michalack agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Michael Michalack understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Michael Michalack agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.

8. Michael Michalack explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0388

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2020-0401**

Marinna Chalk, RPh
License No. 03-132444
11929 Harbortown Dr.
Cincinnati, OH 45429

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Marinna Chalk, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Community Mercy Home Care Services (CMHC)/Amerimed Pharmacies' failure to timely conduct environmental

testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019 when Marinna Chalk was the Responsible Person at CMHC. Together, the Board and Marinna Chalk are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Marinna Chalk is a licensed pharmacist in the state of Ohio under license number 03-132444.

FACTS

1. The Board initiated an investigation of Marinna Chalk, pharmacist license number 03-132444, related to Community Mercy Home Care Services (CMHC)/Amerimed Pharmacies’ failure to timely conduct environmental testing and engage in appropriate remedial measures in the sterile compounding suite, following an HVAC outage in September 2019 when Marinna Chalk was the Responsible Person at CMHC.
2. On or about August 25, 2023, the Board sent a Notice of Opportunity for Hearing to Marinna Chalk, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about September 12, 2023, Marinna Chalk, through counsel Gregory A. Tapocsi, timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.

2. Marinna Chalk neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Marinna Chalk agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Marinna Chalk's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Marinna Chalk must obtain 6 hours of approved continuing pharmacy education (0.6 CEUs) in sterile compounding, which may not also be used for license renewal. The 0.6 CEUs must be completed within 90 days from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Marinna Chalk's pharmacist license, number 03-132444.
6. Marinna Chalk agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Marinna Chalk understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Marinna Chalk agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Marinna Chalk explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0389

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**N THE MATTER OF:
Case No. A-2022-0055**

Shauna Razzante
Registration No. 09-305356
8240 Deepwood Blvd, Unit 3
Mentor, Ohio 44060

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Shauna Razzante for the purpose of resolving all issues between the parties relating to the Board investigation of conduct occurring during Shauna Razzante's employment as a pharmacy technician at Hillcrest Hospital. Together, the Board and Shauna Razzante are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Shauna Razzante is a certified pharmacy technician in the state of Ohio under registration number 09-305356.

FACTS

1. The Board initiated an investigation of Shauna Razzante, certified pharmacy technician registration number 09-305356, related to Shauna Razzante's employment as a certified pharmacy technician at Hillcrest Hospital.
2. On or about August 21, 2023, the Board sent a Notice of Opportunity for Hearing to Shauna Razzante which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about November 29, 2023, Shauna Razzante, through counsel W. Bradford Longbrake, timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024. This matter was settled via this Agreement prior to hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Shauna Razzante neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 21, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Shauna Razzante agrees to pay to the Board the amount of amount of \$150.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Shauna Razzante must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for registration renewal or for purposes of maintaining a certified pharmacy technician certification. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Shauna Razzante's technician registration, number 09-305356.

6. Shauna Razzante agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Shauna Razzante understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Shauna Razzante agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Shauna Razzante explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0390

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0624**

Cindy Pacetti, RPh
License No. 03-322053
2891 Ashton Dr.
Lebanon, OH 45036

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cindy Pacetti, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Pacetti's Apothecary's failure to obtain proper Board licensure as a Home Medical Equipment provider and failure to adhere to required record-keeping processes. Together, the Board and Cindy Pacetti are referred to hereinafter as "the parties."

JURISDICTION

3. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
4. Cindy Pacetti is a licensed pharmacist in the state of Ohio under license number 03-322053.
5. Cindy Pacetti is the Responsible Person and owner of Pacetti's Apothecary (DBA Springboro Pharmacy), located at 268 West Central Ave., Springboro, Ohio 45066.

FACTS

4. The Board initiated an investigation of Cindy Pacetti, pharmacist license number 03-322053, and Pacetti's Apothecary, related to Pacetti's Apothecary's failure to obtain proper Board licensure as a Home Medical Equipment provider and failure to adhere to required record-keeping processes.
5. On or about October 24, 2023, the Board sent a Notice of Opportunity for Hearing to Cindy Pacetti, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
6. On or about November 6, 2023, Cindy Pacetti, timely requested an administrative hearing, which was subsequently scheduled for June 3, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

15. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
16. Cindy Pacetti neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 24, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
17. The Board hereby imposes a written reprimand on Cindy Pacetti's pharmacist license, number 03-322053.
18. Cindy Pacetti agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
19. Cindy Pacetti understands that she has the right to be represented by counsel for review and execution of this agreement.
20. Cindy Pacetti agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
21. Cindy Pacetti explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
22. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
23. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
24. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
25. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other

provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

26. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0391

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0623**

Pacetti's Apothecary
License No. 02-1206950
c/o Cindy Pacetti, RPh
268 West Central Ave.
Springboro, OH 45066

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Pacetti's Apothecary for the purpose of resolving all issues between the parties relating to the Board investigation of Pacetti's Apothecary's failure to obtain proper Board licensure as a Home Medical Equipment provider and failure to adhere to required record-keeping processes. Together, the Board and Pacetti's Apothecary are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Pacetti's Apothecary (DBA Springboro Pharmacy) is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1206950.

FACTS

4. The Board initiated an investigation of Pacetti's Apothecary, Terminal Distributor of Dangerous Drugs license number 02-1206950, related to Pacetti's Apothecary's failure to obtain proper Board licensure as a Home Medical Equipment provider and failure to adhere to required record-keeping processes.
5. On or about October 24, 2023, the Board sent a Notice of Opportunity for Hearing to Pacetti's Apothecary, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
6. On or about November 6, 2023, Pacetti's Apothecary timely requested an administrative hearing, which was subsequently scheduled for June 3, 2024.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

16. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
17. Pacetti's Apothecary neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 24, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
18. Pacetti's Apothecary agrees to pay to the Board a monetary penalty the amount of \$1,300.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
19. The Board hereby imposes a written reprimand on Pacetti's Apothecary's TDDD license, number 02-1206950.
20. Pacetti's Apothecary agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

21. Pacetti's Apothecary agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Pacetti's Apothecary of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Pacetti's Apothecary by the Board and will NOT discharge Pacetti's Apothecary from any obligation under the terms of this Agreement.
22. Pacetti's Apothecary agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
23. Pacetti's Apothecary understands that it has the right to be represented by counsel for review and execution of this agreement.
24. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Pacetti's Apothecary will operate.
25. Pacetti's Apothecary explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
26. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
27. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
28. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
29. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

30. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0392

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2022-0479**

Andrew G Hagelman, RPh
License No. 03-333936
1037 Walburg Ave.
Villa Hills, KY 41017

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Andrew G. Hagelman, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing (wrong directions). Together, the Board and Andrew G. Hagelman are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Andrew G. Hagelman is a licensed pharmacist in the state of Ohio under license number 03-333936.

FACTS

1. The Board initiated an investigation of Andrew G. Hagelman, pharmacist license number 03-333936, and Meijer Pharmacy #148, related to an error in dispensing (wrong directions).

2. On or about February 27, 2024, the Board sent a Notice of Opportunity for Hearing to Andrew G. Hagelman, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative or judicial proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Andrew G. Hagelman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 27, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Andrew G. Hagelman agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Andrew G. Hagelman's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Andrew G. Hagelman must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Andrew G. Hagelman's pharmacist license, number 03-333936.
6. Andrew G. Hagelman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Andrew G. Hagelman understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Andrew G. Hagelman agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in

which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.

9. Andrew G. Hagelman waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0393

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

THIS SETTLEMENT AGREEMENT ("Agreement") is between Ohio CVS Stores, LLC ("CVS") and the State of Ohio Board of Pharmacy ("Board") (defined below).

RECITALS

WHEREAS, CVS is a corporation with its headquarters at 1 CVS Drive, Woonsocket, Rhode Island, 02895;

WHEREAS, CVS represents that it owns and operates approximately 350 retail pharmacies in the State of Ohio, including all of the pharmacies identified or

referenced in this Agreement;

WHEREAS, each retail pharmacy owned by CVS and identified or referenced in this Agreement has or had an Ohio terminal distributor of dangerous drugs (“TDDD”) license with the Board;

WHEREAS, pursuant to R.C. 4729.57 and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to R.C. 4729.55 to practice as a TDDD in the State of Ohio. Additionally, R.C. 4729.57 grants the Board the authority to impose a monetary penalty or forfeiture not to exceed in severity any fine designated under the Revised Code for a similar offense or \$1,000 if the acts committed have not been classified as an offense by the Ohio Revised Code;

WHEREAS, the Board has issued twenty two (22) Notices of Opportunity for Hearing, which notices are expressly incorporated into this Agreement (“notice letters”) to the below-listed CVS retail pharmacies due to alleged violations of the Ohio Revised Code and the Ohio Administrative Code;

WHEREAS, CVS neither admits nor denies the allegations in the notices but, for the purposes of avoiding further administrative action, CVS acknowledges the representations of the Board that the Board has evidence sufficient to sustain the allegations and finds them to violate Chapter 4729. of the Ohio Revised Code and the rules promulgated thereunder in the Ohio Administrative Code, as alleged in the notice letters;

WHEREAS, CVS and the Board desire to settle and resolve their disputes as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties, and representations set forth in this Agreement, constituting consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings, regardless of wherein the Agreement those terms are used (i.e., in the recitals or in another location):
 - a. “Board” means the State of Ohio Board of Pharmacy.
 - b. “Covered Conduct” means:
 - i. Allegations in the notice letters issued by the Board to the CVS Settlement Stores listed in Section 1(c) of this Agreement resulting in the administrative hearing case numbers listed in Section 1(c) of this

Agreement;

- ii. With regard to Pharmacy #5364, allegations regarding identification of expired drugs in active drug stocks on April 24, 2023, May 23, 2023, and August 14, 2023;
 - iii. With regard to Pharmacy #3455, allegations regarding minimum standards violations identified during an August 2, 2023, on-site inspection and allegations regarding untimely filling of prescriptions identified during an October 24, 2023, on-site inspection; and
 - iv. Allegations regarding compliance with the requirements of Ohio Admin. Code 4729:5-5-04, as further defined in Ohio Admin. Code 4729:5-5-01(I).
- c. The “CVS Settlement Stores” include the following retail pharmacies:

Pharmacy Number	Case Number	Date(s) of Notice of Opportunity for Hearing	Location
Pharmacy #3356	Case No. A-2021-0241	August 2, 2023 (Amended), August 12, 2022 (Original)	Painesville
Pharmacy #3321	Case Nos. A-2021-0508 & A-2022-0087	January 5, 2023	Wooster
Pharmacy #6268	Case No. A-2021-0578	December 22, 2022	Steubenville
Pharmacy #8248	Case No. A-2021-0583	August 2, 2023 (Amended), August 17, 2022 (Original)	Massillon
Pharmacy #4101	Case No. A-2022-0046	December 22, 2022	Chagrin Falls

Pharmacy #4351	Case Nos. A-2022-0341 & A-2022-0572	January 11, 2023	Willoughby
Pharmacy #10246	Case Nos. A-2022-0453 & A-2023-0419	August 2, 2023 (Amended), December 22, 2022 (Original) November 28, 2023	Toledo
Pharmacy #3404	Case Nos. A-2022-0508 & A-2023-0362	November 28, 2023, and November 28, 2023	Xenia
Pharmacy #7644	Case No. A-2022-0527	January 3, 2023	Kettering
Pharmacy #2528	Case Nos. A-2022-0533 & A-2022-0671	August 2, 2023 (Amended), March 31, 2023 (Amended), February 9, 2023 (Original) and August 2, 2023 (Amended), March 31, 2023 (Original)	Dayton
Pharmacy #4348	Case No. A-2022-0565	January 11, 2023	Willoughby Hills
Pharmacy #1756	Case No. A-2022-0570	August 2, 2023 (Amended), February 15, 2023 (Original)	Reynoldsburg
Pharmacy #16660	Case No. A-2023-0129	July 24, 2023	Rossford
Pharmacy #6183	Case No. A-2023-0142	August 16, 2023	Springfield

Pharmacy #6153	Case No. A-2023-0152	August 16, 2023	Columbus
Pharmacy #6086	Case No. A-2023-0136	August 16, 2023	Lebanon
Pharmacy #3393	Case No. A-2023-0236	November 28, 2023	Aurora
Pharmacy #3467	Case No. A-2023-0341	January 16, 2024	Dayton
Pharmacy #4401	Case No. A-2023-0491	January 26, 2024	Dayton
Pharmacy #6155	Case No. A-2023-0377	January 26, 2024	Westerville
Pharmacy #3455	n/a	n/a	Coshocton
Pharmacy #5364	n/a	n/a	Germanatown

- d. “Released Claims” means any and all administrative claims of any nature that were brought or could have been brought by the Board against the Settlement Stores relating to or arising out of Covered Conduct identified in Section 1(b)(i) through 1(b)(iii) of this Agreement and all claims that could have been brought by the Board against all licensed TDDD locations relating to or arising out of Covered Conduct identified in Section 1(b)(iv) of this Agreement.
 - e. “Releasers” means CVS and all of its officials, members, subsidiary or affiliate corporations or other organizations and entities, servants, agents, employees, parents, successors, and assigns, and also each CVS Settlement Store identified in Section 1(c) of this Agreement.
 - f. “Selected Pharmacies” means CVS Pharmacy numbers 1756, 2528, 3321, 3455, 6153, 6183, 8248, and 10246.
 - g. “Virtual Verification” is a method by which a pharmacist conducts final product verification through viewing of images of the product and labeling in lieu of physical examination by manual manipulation of the drug product.
2. **Recitals.** The recitals form a part of this Agreement.
 3. **Obligations of CVS.**

a. Monetary Penalty:

- i. Within 30 days of the Effective Date of this Agreement, CVS will pay the Board \$1,250,000. For payment purposes, this fine will be attached to the license record for Pharmacy #10246. To pay this fine CVS must log in to www.license.ohio.gov and process the items in the cart. Alternatively, if paying by check, it can be mailed or physically brought to the Board Office M – F; 9:00am – 5:00pm. Checks must be certified, or a cashier’s check, made payable to ‘**Ohio Treasurer of State.**’ CVS and the Board Staff may agree in writing to an alternative payment method. If CVS fails to pay this sum within 30 days of the Effective Date of this Agreement, interest will accrue, beginning on the 31st day after the Effective Date of this Agreement, at the rate of 5% per year.

b. Probation:

- i. The Board will place the Selected Pharmacies on probation for a three-year period, beginning on the Effective Date of this Agreement and ending at 12:00 am EST, on the third anniversary of the Effective Date of this Agreement.
- ii. During this three-year probationary period, the Selected Pharmacies must comply with all laws and regulations governing the practice of pharmacy in the State of Ohio. During the three-year probationary period after the Effective Date, any violation of Section 3(e) of this Agreement, or any state or federal statute or regulation governing the practice of pharmacy in the State of Ohio, by any Selected Pharmacy may result in the issuance of a notice letter and additional disciplinary action, including and up to revocation of the TDDD license with respect to that Selected Pharmacy.

c. Additional Monitoring:

- i. In addition to the penalty specified in Section 3(a)(i) of this Agreement, CVS will pay approximately \$83,333 per year, for each of the next three years after the Effective Date, to the Board to cover the cost of enhanced monitoring by the Board, for a total additional penalty of \$250,000. This cost will be attached to the license record for Pharmacy #10246. To pay this, CVS must log in to www.license.ohio.gov and process the items in the cart. Alternatively, if paying by check, it can be mailed or physically brought to the Board Office M – F; 9:00am – 5:00pm. Checks must be certified, or a cashier’s check, made payable to ‘**Ohio Treasurer of**

State. The first payment of \$83,334 must be received within 30 days of the Effective Date, the second payment of \$83,333 must be received on the first anniversary of the Effective Date, and the final payment of \$83,333 must be received by the second anniversary of the Effective Date. Any late payments will accrue interest beginning on the day after the payment is due, at the rate of 5% per year.

d. Compliance Liaison:

- i. CVS shall appoint an Ohio Compliance Liaison, who shall be a licensed Ohio pharmacist, to act as a channel for communications between the Board and CVS regarding compliance with state and federal pharmacy laws and rules. The appointment of the named Ohio Compliance Liaison is subject to Board approval, which shall not be unreasonably withheld.
- ii. For the period of probation, the Compliance Liaison shall be reasonably available to Board inspectors and staff and will receive copies of all pharmacy inspections conducted by the Board. The Compliance Liaison shall attend Board meetings upon request of the Board or the Board's probation committee.

e. Compliance with Proposed Administrative Rules:

- i. Within forty-five (45) days of the Effective Date, the CVS Settlement Stores will comply with proposed Ohio Adm.Code 4729:5-5-02.1, 4729:5-5-02.3, and 4729:5-5-02.4 ("Proposed Rules") (attached as Exhibit A), until such time that the Proposed Rules become final. At that time, all CVS stores in Ohio will comply with the final adopted Rules package.

f. Withdrawal of request for hearing:

- i. CVS withdraws all requests for pending administrative hearings regarding the CVS Settlement Stores that have received notices of opportunity for hearing as listed in Section 1(c) of this Agreement. Each CVS Settlement Store that has received a notice of opportunity for an administrative hearing before the Board hereby waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal from such a hearing or the lack of such a hearing.
- ii. CVS also agrees not to request an administrative hearing regarding CVS store numbers 3455, and 5364 for any Covered Conduct.

g. Positive Identification:

- i. On December 6, 2021, the Board determined that CVS's electronic method of capturing positive identification "[did] not meet secure means of personal identification . . ." CVS was ordered by the Board to comply with Ohio's positive identification rules—including Ohio Adm.Code 4729:5-5-04—within six months of the Board's decision (June 6, 2022). ([R-2022-0289](#))
- ii. On December 5, 2022, the Board rejected CVS's Proposal on an Alternative Method for Positive Identification which requested that CVS be permitted to capture positive identification via an electronic end-of-day report with a signed paper attestation ([R-2023-0137](#)). The Board did not extend the time, which had lapsed, for CVS to comply with Ohio Adm.Code 4729:5-5-04.
- iii. Thus, CVS acknowledges that the Board has determined that CVS's current system of positive identification is not compliant with the requirements of Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(l).
- iv. In lieu of the Board pursuing administrative action against CVS for violations of Ohio Adm.Code 4729:5-5-04, CVS will make changes to its current electronic positive identification system to address compliance with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(l), at all licensed TDDD locations within fifteen (15) months of the Effective Date of this Agreement. The Board shall make the final determination as to whether CVS is in compliance with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01.
- v. If the Board determines that CVS is not compliant with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(l), within fifteen (15) months of the Effective Date of this Agreement, the Board will issue a reasoned determination and may assess an additional fine of one hundred thousand dollars (\$100,000).
- vi. If the Board determines that CVS is still not compliant with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(l), within sixteen (16) months of the Effective Date of this Agreement, the Board will issue a reasoned determination and may assess an additional fine of fifty thousand dollars (\$50,000).
- vii. If the Board determines that CVS is still not compliant with Ohio

Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(I), within seventeen (17) months of the Effective Date of this Agreement, the Board will issue a reasoned determination and may assess an additional fine of fifty thousand dollars (\$50,000).

- viii. If the Board determines that CVS is still not compliant with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(I), within eighteen (18) months of the Effective Date of this Agreement, the Board will issue a reasoned determination and may assess an additional fine of one hundred and fifty thousand dollars (\$150,000). For every month thereafter that the Board determines that CVS is non-compliant with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(I), the Board will issue a reasoned determination and may assess an additional one hundred and fifty thousand dollars (\$150,000) each month the Board determines CVS is not compliant.
- ix. CVS may request, and the Board agrees to consider, a tolling of the dates set out in Section 3(g)(iv)–(viii) of this Agreement for documented delays in the completion of the obligation set out in Section 3(g)(iv) of this Agreement caused by government orders; pandemic; or public health emergencies; and any similar events that impact the work or otherwise cause delay beyond the control of CVS and which could not have reasonably been foreseen. CVS may submit any request for a tolling of the timelines, as well as any supporting documentation, to the Board in writing, and the Board agrees to grant any reasonable requests and has sole discretion as to whether a request is reasonable and whether to grant any requested tolling.
- h. Virtual Verification:
 - i. CVS acknowledges that Virtual Verification is not authorized for use at any terminal distributor of dangerous drug locations in the State of Ohio absent Board approval. CVS represents that it is not currently using Virtual Verification in the State of Ohio and will not begin to utilize such a system unless and until it is authorized to do so by the Board.

4. **Obligations of the Board**

- a. Consistent with Section 3(g) of this Agreement, the Board will forego acting against CVS for violations of Ohio Adm.Code 4729:5-5-04, in exchange for CVS ensuring compliance with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01(I), at all licensed terminal distributors of dangerous drugs within fifteen (15) months of the

Effective Date of this Agreement as stated in Section 3(g) of this Agreement. On the date that is fifteen months from the Effective Date of this Agreement, the Board may make the determination as to whether CVS is in compliance with Ohio Adm.Code 4729:5-5-04, as further defined in Ohio Adm.Code 4729:5-5-01.

- b. The Board agrees to forego issuing notice letters against CVS Pharmacy numbers 3455, and 5364 for Covered Conduct.

5. **Representations and Warranties.**

- a. CVS represents and warrants that:
 - i. It has completely read the agreement and fully understands all such terms, and has been represented by counsel of its choice in the negotiation of this Agreement;
 - ii. It has the full right, power, and authority to enter into this Agreement and to perform all obligations thereunder;
 - iii. It has obtained in writing, as of the Effective Date of this Agreement, consent or permission required from any third party; and
 - iv. The individual executing this Agreement on behalf of CVS has the requisite power and authority to cause this matter to be settled on its own behalf, and on behalf of each and every Releasor and each and every CVS Settlement Store, in accordance with the terms of this Agreement.

6. **Releases.**

- a. The Board agrees to release the Released Claims and any liabilities, causes of action, fees (including attorney fees), costs, expenses, or damages (including consequential or incidental damages) arising directly or indirectly from the Released Claims. Releasors agree to release the Board from any liabilities, causes of action, fees (including attorney fees), costs, expenses, or damages (including consequential or incidental damages) arising directly or indirectly from the Released Claims.
- b. Notwithstanding anything in this Agreement, CVS has the right to defend against any lawsuit or administrative action that the State of Ohio or the Board, or that any other claimant or plaintiff without limitation, may bring against it after the Effective Date of this Agreement.
- c. Notwithstanding anything in this Agreement, CVS has the right to defend

against any lawsuit or administrative action that the State of Ohio or the Board, or that any other claimant or plaintiff without limitation, may bring against it with respect to any investigation or civil, criminal, or administrative action against CVS or any CVS Settlement Store based on an alleged violation of any state or federal law or rule other than Covered Conduct.

- d. Nothing in this Agreement binds the State of Ohio or any other state agency, department, board, commission, or other state entity.
 - e. Nothing in this Agreement prevents, impairs, or affects the Board's ability or authority to bring any investigation or civil, criminal, or administrative action against CVS or any CVS Settlement Store based on an alleged violation of any state or federal law or rule other than Covered Conduct.
7. **Inadmissibility.** This Agreement is not, and is not intended to be, admissible against CVS in any suit or action, in any judicial, administrative or other forum, by any claimant or plaintiff other than in an action by the Board to enforce this Agreement.
8. **Binding Agreement.** This Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Board, CVS, and each and every CVS Settlement Store.
9. **Fees and Costs.** Each party to this Agreement hereby waives all rights to seek attorney fees and/or costs in connection with Covered Conduct and agrees to pay its own court fees, expenses, and other costs it incurred as a result of, or that may have arisen out of, the administrative hearings.
10. **Notices.** All notices provided under this Agreement shall be in writing. Notice shall be provided either by: i) email; ii) hand delivery; or iii) registered or certified mail, return receipt requested, postage prepaid, and shall be addressed to the following:

If to the Board:

Attn: The State of Ohio Board of Pharmacy
c/o Legal Department
77 S. High St., 17th Floor
Columbus, OH 43215
Legal@pharmacy.ohio.gov

If to CVS, any Selected Pharmacies, and/or any CVS Settlement Store:

Attn: Ohio CVS Stores, LLC
c/o Thomas S. Moffatt, President
1 CVS Drive
Mail Code 2325
Woonsocket, RI 02895
RxRegulatory@CVSHealth.Com
Thomas.Moffatt@CVSHealth.Com

With a copy to:

Ice Miller LLP
250 West Street, 7th Floor
Columbus, OH 43215
Attn. Kristina Dahmann
Kristina.Dahmann@IceMiller.Com

11. **Choice of Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio, without regard to whether another result would otherwise be required by application of choice-of-law principles. Any action regarding the enforcement or breach of this Agreement shall be filed as a breach of contract action in a court of competent jurisdiction in Franklin County, Ohio.
12. **Binding Effect.** This Agreement shall be binding upon the parties and their respective personal representatives, heirs, executors, successors and assigns and the parties agree that the Agreement and its terms are supported by full and adequate consideration.
13. **Entire Agreement.** This Agreement represents the sole and entire agreement between the parties and supersedes all prior written and oral negotiations, agreements, and understandings between the parties related to the Covered Conduct. No party to this Agreement has been induced to enter into this Agreement by any representation or inducement except those expressly set forth in this Agreement. This Agreement may be modified or amended only by a written instrument executed by all of the parties to this Agreement.
14. **Severability.** If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties. Upon such determination that

any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties so the transactions contemplated can be consummated as originally contemplated to the greatest extent possible.

15. **No Party Deemed to be the Drafter.** Neither of the parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
16. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by CVS and the Board. The waiver by any party of any breach of this Agreement shall not be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.
17. **Public Record.** All parties to this Agreement understand that this document is a public record pursuant to R.C. 149.43.
18. **Effective Date.** This Agreement becomes effective immediately on the date of the last signature below.
19. **Counterparts.** This Agreement may be signed in counterparts which, taken together, shall constitute a single binding and enforceable agreement. Copies of signatures that are transmitted electronically via PDF are acceptable in lieu of original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown below.

R-2024-0394

Ms. Buettner announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2022-0146**

**Beckett Springs
License No. 02-2403800**

c/o Loyal Ownes
8614 Shepherd Farm Drive
West Chester, Ohio 45069

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Beckett Springs for the purpose of resolving all issues between the parties relating to the Board investigation of drug security and drug loss. Together, the Board and Beckett Springs are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Beckett Springs is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2403800.

FACTS

1. The Board initiated an investigation of Beckett Springs, Terminal Distributor of Dangerous Drugs license number 02-2403800, related to Beckett Springs’s drug security and drug loss.
2. On or about July 26, 2023, the Board sent a Notice of Opportunity for Hearing to Beckett Springs, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about August 11, 2023, Beckett Springs, through counsel Mary Barley-McBride, timely requested an administrative hearing, which was subsequently scheduled for March 5, 2024. The matter was settled via this Agreement prior to hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings.

TERMS

NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Beckett Springs neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 26,2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Beckett Springs agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Beckett Springs's TDDD license, number 02-2403800.
5. Beckett Springs agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Beckett Springs agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Beckett Springs of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Beckett Springs by the Board and will NOT discharge Beckett Springs from any obligation under the terms of this Agreement.
7. Beckett Springs agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Beckett Springs understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Beckett Springs will operate.

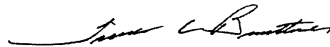
10. Beckett Springs explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0395

Mr. Buchta moved to adjourn the March 2024 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Miller and approved by the Board: Yes-5, No-0.

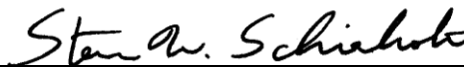
10:15 a.m.

The Board Meeting Adjourned.



Trina Buettner, RPh, President

Date: 04.09.2024



Steven W. Schierholt, Executive Director

Date: 04.09.2024