



MINUTES OF THE FEBRUARY 5-6, 2018
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, February 5, 2018

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, with the following members present:

Megan E. Marchal, RPh, Presiding; Richard J. Newlon, *Public Member*; Joshua M. Cox, RPh; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh; and Kilee S. Yarosh, RPh.

Michael A. Moné, RPh; Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Sarah Ackman, *Senior Legal Counsel*; Joe Koltak, *Senior Legal Counsel*; Jenni Wai, *Chief Pharmacist*; Chad Garner, *Director of OARRS*; Yvonne Tertel, *Assistant Attorney General*; and Cameron McNamee, *Director of Policy and Communications*.

Mr. Cox provided the PAPC update.

Mr. Passafume provided the MMAC report.

Mr. Griffin provided the Compliance and Enforcement update.

Mr. Griffin introduced the Board's new Compliance Agents Frank Chung, Teresa Meyer and Keenan Reese.

Mr. Garner provided the OARRS/IT update.

Ms. Dehner provided the Legal Report.

10:35 a.m. The Board recessed briefly.

10:42 a.m. The meeting reconvened in the Hearing Room.

The Board was joined by Assistant Attorney General Yvonne Tertel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Marcella Iseman, RPh**, Newton, Ohio.

12:42 p.m. The hearing ended and the record was closed.



Mr. Weaver 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 Ms. Yarosh and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

1:24 p.m. The recess ended and the hearing was opened to the public.

R-2018-231 After votes were taken in public session, the Board adopted the following order in the matter of **Marcella Isemann, RPh**, Newton, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2017-1607)

In The Matter Of:

Marcella Isemann, R.Ph.

7202 English Drive

Newton, Ohio 45244

(License No. 03-1-35653)

INTRODUCTION

The Matter of Marcella Isemann came for hearing on February 5, 2018, before the following members of the State of Ohio Board of Pharmacy (Board): Megan E. Marchal, RPh, *Presiding*; Joshua M. Cox, RPh; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Michael A. Moné, RPh; Absent.

Marcella Isemann was represented by Brian Good and Chad Elder. The State of Ohio was represented by Yvonne Tertel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Richard Haun—State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Marcella Isemann—Respondent

State's Exhibits:

- | | | |
|----|--|------------|
| 1. | Summary Suspension/Notice of Opportunity for Hearing | 04-27-2017 |
| 2. | Request for Hearing | 06-10-2017 |
| 3. | Scheduling Letter | 09-11-2017 |
| 4. | Amended Summary Suspension/Notice of Opportunity for Hearing | 07-18-2017 |

5.	Scheduling Letter	02-05-2018
6.	Credential View Screen	No Date
7.	Hydromorphone Log Sheets	Various
8.	Marcella Isemann Drug Screen	04-20-2017
9.	Drug Chemistry Final Report	07-27-2017
10.	Drug Chemistry Final Report	08-16-2017
11.	Marcella Isemann Drug Screen	08-24-2017
12.	Marcella Isemann Lab Report	11-16-2017
13.	Marcella Isemann Lab Report	01-10-2018
14.	Marcella Isemann Statement	04-25-2017
15.	Marcella Isemann Statement	11-01-2017
16.	Hamilton Co. Court of Common Pleas—Treatment in Lieu of Conviction	08-29-2017
17.	Hamilton Co. Court of Common Pleas—Indictment	06-16-2017
18.	Surveillance Video	Various

Respondent's Exhibits:

A.	Curricula Vitae	No Date
B.	Beckett Springs Treatment Documents	05-05-2017
C.	Linder Center of Hope Letter	06-21-2017
D.	Center for Addiction Treatment Documents	10-10-2017
E.	Glenbeigh Treatment Documents	01-18-2018
F.	Bethesda Alcohol and Drug Center IOP Verification	01-29-2018
G.	Pharmacists Rehabilitation Organization Contract	05-10-2017

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. Marcella Isemann admitted to stealing hydromorphone 30ml, a Schedule II controlled substance, from the University of Cincinnati in-patient pharmacy IV-room where Patient Controlled Analgesia (PCAs) are prepared. She admitted to initially stealing from wasted medications, but when the waste was not readily available she admitted to withdrawing between 5mls to 10mls of hydromorphone from the PCA, substituting the hydromorphone with water. Marcella Isemann then returned the adulterated syringe to the Pyxis machine. She conducted this compounding in a bathroom of the facility and not in a sterile, clean location. Marcella Isemann admitted to using the hydromorphone before work. She also admitted to having engaged in these acts since at least November of 2016.

2. On or about June 16, 2017, Marcella Isemann was indicted by a Hamilton county grand jury for five counts of theft in violation of section 2913.02 of the ORC, a felony of the fourth degree; five counts of illegal processing of drug documents, in violation of section 2925.23 of the ORC, a felony of the fourth degree, and five counts of tampering with drugs in violation of 2925.24 of the ORC, a felony of the third degree.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 2913.02 of the ORC, theft of a controlled substance, a felony of the fourth degree.
2. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 2925.11(A) of the ORC, Possession of a Schedule II controlled substance, a felony of the fifth degree.
3. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 2921.13(A)(5) of the ORC, Falsification, a misdemeanor of the first degree.
4. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of Section 2925.24 of the ORC, Tampering with drugs, each violation a felony of the third degree:
 - a. No person shall knowingly adulterate or alter any dangerous drug or substitute any dangerous drug with another substance, ORC 2925.24(A); and
 - b. No person shall knowingly adulterate or alter any package or receptacle containing any dangerous drug or substitute any package or receptacle containing any dangerous drug with another package or receptacle, ORC 2925.24(B).
5. Such conduct as set forth in the Findings of Fact constitutes a violation of the following divisions of Section 3715.52(A) of the ORC, each violation a misdemeanor of the fourth degree:
 - a. The manufacture, sale, or delivery, holding or offering for sale of any drug that is adulterated or misbranded, ORC 3715.52(A)(1); and
 - b. The adulteration or misbranding of any drug is prohibited, ORC 3715.52(A)(2); and
 - c. The sale, delivery for sale, holding for sale, or offering for sale of any article in violation of section 3715.61 or 3715.65 of the Revised Code, ORC 3715.52(A)(4).
6. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 3715.64(A)(1), Misbranded drug – its labeling is false or misleading in any particular, a misdemeanor of the fourth degree.
7. Such conduct as set forth in the Findings of Fact constitutes the following violations of Section 3715.64(A)(10) of the ORC, Misbranding, a misdemeanor of the fourth degree:
 - a. It is a drug and its container is so made, formed, or filled as to be misleading, ORC Section 3715.64(A)(10)(a); and

- b. The drug sold or dispensed is not the brand or drug specifically prescribed or ordered or, when dispensed by a pharmacist upon prescription, is neither the brand or drug prescribed nor a generically equivalent drug, ORC Section 3715.64(A)(10)(d).
8. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 4729.08(B) of the ORC, not of good moral character and habits.
 9. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 4729.16 of the ORC, each violation being a minor misdemeanor:
 - a. Guilty of a felony or gross immorality, ORC 4729.16(A)(1); and
 - b. Guilty of dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2); and/or
 - c. Addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render the pharmacist or pharmacy intern unfit to practice pharmacy, ORC 4729.16(A)(3); and
 - d. Guilty of willfully violating any of the provisions of Chapter 4729., sections 3715.52 to 3715.72 of the Revised Code or Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(5).
 10. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729-5-04 of the OAC as effective April 28, 2016:
 - a. Violated any state or federal law or rule regardless of the jurisdiction in which the acts were committed, OAC Rule 4729-5-04(A); and
 - b. Violated...any of the provisions of Chapters 4729., 3715., 3719., and 2925. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729-5-04(B); and
 - c. Committed acts that constitute moral turpitude as defined in section 4776.10 of the Revised Code or gross immorality, OAC Rule 4729-5-04(C); and
 - d. Is addicted to or abusing alcohol, drugs or other chemical substances or impaired physically or mentally to such a degree as to render the pharmacist or pharmacy intern unfit to practice pharmacy, OAC Rule 4729-5-04(D); and
 - e. Failed to conform to prevailing standards of care of similar pharmacists under same or similar circumstances, whether or not actual injury to a patient is established, O.A.C. Rule 4729-5-04(L).
 11. Such conduct as set forth in the Findings of Fact constitutes a violation of each of the following divisions of Rule 4729-16-03 of the OAC, each violation punishable by a maximum penalty of \$500:

- a. For all compounded drug products, the pharmacist shall be responsible for...the proper maintenance, cleanliness, and use of all equipment used in compounding, OAC 4729-16-03(H)(2); and
- b. A compounded drug product that is dispensed to an inpatient must be labeled according to rule 4729-17-10 of the Administrative Code. In addition, the label shall comply with paragraphs (N) and (A) or (B) of this rule, 4729-16-03(M).

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 Marcella Isemann on April 27, 2017.

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 identification card, No. 03-1-35653, held by Marcella Isemann and such suspension is effective as of the date of the mailing of this Order.

1. Marcella Isemann, pursuant to Rule 4729-9-01(F) 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.
2. Marcella Isemann, pursuant to Section 4729.16(B) of the Ohio Revised Code, must return her identification card and license (wall certificate) to the office of the State Board of Pharmacy within ten days after receipt of this Order unless the Board office is already in possession of both. The identification card and wall certificate should be sent by certified mail, return receipt requested.

Further, after April 27, 2021, the Board will consider any petition filed by Marcella Isemann 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 all the following conditions have been met:

1. Marcella Isemann must maintain a current address with the Board throughout the duration of the suspension.
2. Marcella Isemann must attend 90 Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meetings in 90 consecutive days, meeting the following requirements:
 - a. Attendance at the meetings must begin immediately following successful completion on February 15, 2018 of the Bethesda Intensive Outpatient treatment in which Marcella Isemann is currently enrolled;
 - b. A minimum of one meeting must be attended each day for 90 consecutive days, participation in Continuing Care may be counted for one meeting on the day of the week the meeting was attended;

c. Marcella Isemann must submit evidence of meeting attendance to legal@pharmacy.ohio.gov no later than the one (1) business day after completion of all 90 meetings.

3. Marcella Isemann must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Marcella Isemann to potential sanctions up to and including revocation of license. The 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 Marcella Isemann 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. 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.

g. 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.

h. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.

4. Marcella Isemann 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 Marcella Isemann reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Marcella Isemann 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 Marcella Isemann reappear before the Board for possible additional sanctions, including and up to revocation of license.
6. Marcella Isemann 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 Marcella Isemann to possible additional sanctions, including and up to revocation of license.
7. Marcella Isemann must demonstrate satisfactory proof to the Board that she 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.
8. Marcella Isemann must appear before the Board's Probation Committee no sooner than 6 months prior to her ability to petition for reinstatement to:
 - a. Request permission from the Board's Probation Committee to retake the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Examination (MPJE); and
 - b. Determine whether, prior to petitioning for reinstatement, Marcella Isemann must undergo a mental and/or physical examination that indicates whether she is fit to return to practice; if the Probation Committee requests such an examination, proof of completion and fitness for return to practice must be provided in the reinstatement petition.
9. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction or any other plea agreement or Court Orders in Hamilton County case CR-B-1703321, has been successfully completed.
10. Marcella Isemann 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 Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Proof of passing the NAPLEX and MPJE;
 - d. Proof of successful completion of criminal intervention in lieu of conviction or any other plea agreement or Court Orders in Hamilton County Case CR-B-1703321;

e. Compliance with the terms of this Order.

11. Violation of any term of this Board's suspension Order, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider or any violation of her plea agreement may result in additional action before the Board up to and including revocation of Marcella Isemann's pharmacy license.

12. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state or federal 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.

13. If Marcella Isemann's employment is related to the practice of pharmacy, Marcella Isemann must notify her employer of the terms of her suspension and this Board's Order.

14. 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, will result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Marcella Isemann'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: 8, 11-13 and Respondent's exhibits: B, C, D, E, F, and G.

Ms. Yarosh moved for Findings of Fact; Mr. Weaver seconded the motion. Motion passed (Aye-7/Nay-0).

Ms. Yarosh moved for Conclusions of Law; Mr. Passafume seconded the motion. Motion passed (Aye-7/Nay-0).

Ms. Yarosh moved for Action of the Board; Mr. Wilt seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

1:30 p.m. The Board recessed for lunch.

2:18 p.m. The meeting reconvened in the Hearing Room.

Mr. McNamee provided the Legislative Update.

R-2018-232 Mr. Passafume moved that the Board adopt the following Resolution:

Influenza Outbreak Management in Long-Term Care Facilities

The Board hereby recognizes that a long-term care facility's administration of influenza antiviral treatment and chemoprophylaxis to residents and health care personnel according to the Center for Disease Control and Prevention's "Interim Guidance for Influenza Outbreak Management in Long-Term Care Facilities" constitutes an emergency and may be administered via protocol pursuant to paragraph (L)(1) of rule 4729-5-01 of the Ohio Administrative Code.

The motion was seconded by Mr. Cox and approved by the Board: Aye-7.

R-2018-233 Mr. Passafume moved to approve the Technician rules packet as amended. The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

R-2018-234 Mr. Passafume moved to approve the Wholesaler rules packet. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.

R-2018-235 Mr. Wilt moved to approve the Rule 4729:5-5-10 as amended. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

3:18 p.m. Mr. Weaver 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 Code. The motion was seconded by Mr. Newlon and a roll-call vote was conducted by President Marchal as follows: Newlon-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

4:48 p.m. Executive Session concluded and the Board recessed for the day.

Tuesday, February 6, 2018

9:01 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, with the following members present:

Megan E. Marchal, RPh, Presiding; Joshua M. Cox, RPh; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Michael A. Moné, RPh and Richard J. Newlon, Absent.

R-2018-235 Mr. Weaver moved that the Board adopt the following Resolution:

A Resolution for Greg Whitney

WHEREAS, the administrative and investigative efforts of Greg Whitney, as a Compliance Agent with the State of Ohio Board of Pharmacy, have directly led to the successful and thoughtful enforcement of the Ohio Drug Laws; and

WHEREAS, these efforts have contributed to the ongoing protection and safety of the citizens of Ohio; therefore

BE IT RESOLVED, that the State of Ohio Board of Pharmacy hereby commends Greg Whitney for 9 years and 11 months of exemplary service and performance to the Board and to the people of Ohio in carrying out the responsibilities of his position, and

BE IT ALSO RESOLVED, that we, the members of the State of Ohio Board of Pharmacy, in its one hundred thirty-fourth year, so express our profound appreciation to Greg Whitney for his dedication and service to the Board and the citizens of Ohio, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the permanent minutes of the State of Ohio Board of Pharmacy.

The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

R-2018-236 Mr. Passafume moved that the Board adopt the following Resolution:

Appointment of the Home Medical Equipment Services Advisory Council

The Board hereby appoints the following members to the Home Medical Equipment Services Advisory Council for a three-year term that expires on January 31, 2021:

- Carolyn Basford, *RSVP Homecare/Pulmonary Partners*
- Douglas Davidson, *Hock's Pharmacy*
- Robert Bradford, *Risch Home Healthcare*
- Judy Bunn, *Medical Service Company*
- Creston Tarrant, *C&M Medical Supply*

The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

R-2018-237 Ms. Rudell moved that Pursuant to Rule 4729-2-02(H)(4) of the Administrative Code, the Board authorizes the President and Executive Director or their designee(s) to determine when a drug is adulterated or so misbranded as to be dangerous or fraudulent warranting an embargo or detention notice pursuant to Section 3715.55(B) of the Revised Code. The motion was seconded by Mr. Cox and approved by the Board: Aye-6.

R-2018-238 Mr. Wilt moved that the Conference Call Minutes of January 12, 2018 be approved as written. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

R-2018-239 Mr. Passafume moved that the Meeting Minutes of January 8-9, 2018, be approved as amended. The motion was seconded by Mr. Wilt and approved by the Board: Aye-6.

R-2018-240 Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:

CASE NO. 2017-2328

Julie Hostetler, RPh
13663 Sebe Drive
Marshallville, Ohio 44645
License No. 03-1-19192

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 (OSBP) and Julie Hostetler, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Julie Hostetler's failure to obtain the required amount of continuing education units. Together, OSBP and Julie Hostetler 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Julie Hostetler is a licensed pharmacist under license number 03-1-19192.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Julie Hostetler, pharmacist license number 03-1-19192. The audit showed she failed to complete the required hours.
2. On or about December 19, 2017, the OSBP sent a Notice of Opportunity for Hearing to Julie Hostetler, 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.

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. Julie Hostetler neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 19, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. The State of Ohio Board of Pharmacy hereby reprimands Julie Hostetler.
4. Julie Hostetler agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Julie Hostetler must obtain, within 90 days from the effective date of this Agreement, 14 hours of approved continuing pharmacy education (1.4 CEUs) which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. Julie Hostetler agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Julie Hostetler understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Julie Hostetler agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
9. Julie Hostetler waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2018-241

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

**IN THE MATTER OF:
CASE NO. 2017-2318**

Barbara Rempe, RPh
100 Pheasant Woods Court
Loveland, Ohio 45140
License No. 03-1-18893

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 (OSBP) and Barbara Rempe, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Barbara Rempe's failure to obtain the required amount of continuing education units. Together, OSBP and Barbara Rempe 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Barbara Rempe is a licensed pharmacist under license number 03-1-18893.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Barbara Rempe, pharmacist license number 03-1-18893. The audit showed she failed to complete the required hours.
2. On or about December 19, 2017, the OSBP sent a Notice of Opportunity for Hearing to Barbara Rempe, 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.

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. Barbara Rempe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 19, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Barbara Rempe.
4. Barbara Rempe agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the

enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Barbara Rempe must obtain, within 90 days from the effective date of this Agreement, 7 hours of approved continuing pharmacy education (0.7 CEUs) which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

6. Barbara Rempe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Barbara Rempe understands that she has the right to be represented by counsel for review and execution of this agreement.

8. Barbara Rempe agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.

9. Barbara Rempe waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2018-242

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

**IN THE MATTER OF:
CASE NO. 2017-2277**

Dominique Micu-Stan, RPh
1576 Preston Woods Court
Columbus, Ohio 43235
License No. 03-1-27326

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 (OSBP) and Dominique Micu-Stan, for the purpose of resolving all issues between the parties

relating to the OSBP investigation of Dominique Micu-Stan's failure to obtain the required amount of continuing education units. Together, OSBP and Dominique Micu-Stan 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Dominique Micu-Stan is a licensed pharmacist under license number 03-1-27326.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Dominique Micu-Stan, pharmacist license number 03-1-27326. The audit showed she failed to complete the required hours.
2. On or about December 19, 2017, the OSBP sent a Notice of Opportunity for Hearing to Dominique Micu-Stan, 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.

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. Dominique Micu-Stan neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 19, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Dominique Micu-Stan.
4. Dominique Micu-Stan agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Dominique Micu-Stan must obtain, within 90 days from the effective date of this Agreement, 2 hours of approved continuing pharmacy education (0.2 CEUs) in general topics,

which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

6. Dominique Micu-Stan agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Dominique Micu-Stan understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Dominique Micu-Stan agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
9. Dominique Micu-Stan waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2018-243

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

**IN THE MATTER OF:
CASE NO. 2017-2355**

Peter M. Johnson
1503 Gage Street
Columbus, OH 43240
License No. 03-1-12229

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 (OSBP) and Peter M. Johnson, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Peter M. Johnson's failure to obtain the required amount of continuing education units. Together, OSBP and Peter M. Johnson 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Peter M. Johnson is a licensed pharmacist under license number 03-1-12229.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Peter M. Johnson, pharmacist license number 03-1-12229. The audit showed he failed to complete the required hours.
2. On or about January 5, 2018 the OSBP sent a Notice of Opportunity for Hearing to Peter M. Johnson, 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. Peter M. Johnson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 5, 2018; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Peter M. Johnson.
4. Peter M. Johnson agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Peter M. Johnson must obtain, within 90 days from the effective date of this Agreement, five hours of approved continuing pharmacy education (0.5 CEUs) in general topics which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

6. Peter M. Johnson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Peter M. Johnson understands that he has the right to be represented by counsel for review and execution of this agreement.
 8. Peter M. Johnson agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
 9. Peter M. Johnson waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.
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R-2018-244

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

**IN THE MATTER OF:
Case No. 2017-1723**

Grove City Dental
c/o Dr. Scott Schumann, DDS
4079 Gantz Road, Suite A
Grove City, Ohio 43123
License No. 022738550

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 Grove City Dental, for the purpose of resolving all issues between the parties relating to the Board investigation of the negative answer to the legal question on their application for a TDDD license. Together, the Board and Grove City Dental 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, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. On or about March 20, 2017, Grove City Dental applied for a Terminal Distributor of Dangerous Drugs License.

FACTS

1. On or about May 19, 2017, the Board initiated an investigation of Grove City Dental, Terminal Distributor of Dangerous Drugs license number 022738550, related to Grove City Dental's truthful answer to the legal question on their application for a TDDD license indicating Dr. Schumann has had prior disciplinary action.
2. On or about August 17, 2017 the Board sent a Notice of Opportunity for Hearing to Grove City Dental, 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.

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. Grove City Dental neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 17, 2017; 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. Grove City Dental agrees to accept a Category II Terminal Distributor of Dangerous Drugs license rather than the Category III for which it applied.
4. Dr. Scott Schumann is permitted to serve as the Responsible Person contingent upon this location remaining a Category II classification of Terminal Distributor of Dangerous Drugs License. Any change in business model or request for a different license classification at this location must come before the Board.
5. Grove City Dental 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 Grove City Dental 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 Grove City Dental by the Board and will NOT discharge Grove City Dental from any obligation under the terms of this Agreement.

6. Grove City Dental agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Grove City Dental understands that it has the right to be represented by counsel for review and execution of this agreement.

8. 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 Grove City Dental will operate.

9. Grove City Dental 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.

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.

R-2018-245

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

**IN THE MATTER OF:
CASE NO. 2017-2336**

Wendy Kelly
4272 Tansy Circle, N.W.
Massillon, Ohio 44646
License No. 03-1-22780

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 (OSBP) and Wendy Kelly, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Wendy Kelly's failure to obtain the required amount of continuing education units. Together, OSBP and Wendy Kelly 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Wendy Kelly is a licensed pharmacist under license number 03-1-22780.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Wendy Kelly, pharmacist license number 03-1-22780. The audit showed she failed to complete the required hours.
2. On or about December 19, 2017, the OSBP sent a Notice of Opportunity for Hearing to Wendy Kelly, 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.

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. Wendy Kelly neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 19, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Wendy Kelly.
4. Wendy Kelly agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Wendy Kelly must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. Wendy Kelly agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Wendy Kelly understands that she has the right to be represented by counsel for review and execution of this agreement.
 8. Wendy Kelly agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
 9. Wendy Kelly waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.
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R-2018-246

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

**IN THE MATTER OF:
CASE No. 2017-1707**

Kedrion Biopharma Inc.
c/o Peer Hansen
400 Kelby Street, 11th Floor
Fort Lee, NJ 07024
License No. 01-2157250

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 Kedrion Biopharma Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of Kedrion Biopharma Inc.'s, selling of dangerous drugs in Ohio with a lapsed license. Together, the Board and Kedrion Biopharma Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.

2. On or about June 30, 2016, Kedrion Biopharma Inc.'s license for a Wholesale Distributor of Dangerous Drugs expired. An application was submitted on or about June 12, 2017 and was approved on August 25, 2017.

FACTS

1. On or about May 18, 2017, the Board initiated an investigation of Kedrion Biopharma Inc., Wholesale Distributor of Dangerous Drugs license number 01-2157250, related to Kedrion Biopharma Inc. selling of dangerous drugs in Ohio with a lapsed license.
2. On or about September 25, 2017 the Board sent a Notice of Opportunity for Hearing to Kedrion Biopharma Inc., 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 October 10, 2017, Kedrion Biopharma Inc. timely requested an administrative hearing, which was subsequently scheduled for February 7, 2018.

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. Kedrion Biopharma Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 25, 2017; 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. Kedrion Biopharma Inc. agrees to pay to the Board a monetary penalty the amount of \$29,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Kedrion Biopharma Inc. 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.
5. Kedrion Biopharma Inc. agrees to comply with all federal and state requirements related to Wholesale 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 Kedrion Biopharma Inc. 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 Kedrion Biopharma Inc. by the Board and will NOT discharge Kedrion Biopharma Inc. from any obligation under the terms of this Agreement.

6. Kedrion Biopharma Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Kedrion Biopharma Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.

8. 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 Kedrion Biopharma Inc. will operate.

9. Kedrion Biopharma Inc. waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws its request for a hearing in this matter and waives any right to 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.

R-2018-247

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

**IN THE MATTER OF:
CASE NO. 2017-1296**

Ernest Perrin
1008 Old Harbour Place
Youngstown, OH 44511
License No. 03-2-33549

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 Ernest Perrin, for the purpose of resolving all issues between the parties relating to the Board investigation of improper compounding and dilution of medications in a high-risk patient population, including, but not limited to: Cubicin, Tygacil, Zerbaxa, Invanz, Tobramycin, Eraxis, and Avycaz, for which he was indicted in Mahoning County Criminal Court (2017 CR 1205). Together, the Board and Ernest Perrin 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, 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. Ernest Perrin is an Ohio-licensed pharmacist under suspended license number 03-2-33549.

FACTS

1. On or about February of 2017, the Board initiated an investigation of Ernest Perrin, pharmacist license number 03-2-33549, related to Ernest Perrin’s improper compounding and dilution of medications in a high-risk patient population, including, but not limited to: Cubicin, Tygacil, Zerbaxa, Invanz, Tobramycin, Eraxis, and Avycaz, for which he was indicted in Mahoning County Criminal Court (2017 CR 1205).
2. On or about February 24, 2017 the Board issued a Summary Suspension/Notice of Opportunity for Hearing to Ernest Perrin, 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.
3. On or about March 17, 2017, Ernest Perrin timely requested an administrative hearing, which was ultimately scheduled for May 2, 2018.

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. Ernest Perrin neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 24, 2017; 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. **ERNEST PERRIN PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-2-33549, WITH DISCIPLINE PENDING.**

4. **ERNEST PERRIN AGREES TO IMMEDIATELY RETURN HIS LICENSE AND WALL CERTIFICATE TO THE BOARD.**

5. **ERNEST PERRIN MAY NEVER REAPPLY FOR ANY LICENSE OVER WHICH THE STATE OF OHIO BOARD OF PHARMACY HAS JURISDICTION PURSUANT TO CHAPTERS 3719., 3796., 4729., OR 4752. OF THE REVISED CODE.**

6. Ernest Perrin agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Ernest Perrin understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Ernest Perrin 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.

9. Ernest Perrin waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter 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.

R-2018-248

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

**IN THE MATTER OF:
CASE NO. 2017-2347**

Monica Pulice, RPH
184 Beacon Drive
Weirton, WV 26062

License No. 03-1-22722**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 (OSBP) and Monica Pulice, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Monica Pulice's failure to obtain the required amount of continuing education units. Together, OSBP and Monica Pulice 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Monica Pulice is a licensed pharmacist under license number 03-1-22722.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Monica Pulice, pharmacist license number 03-1-22722. The audit showed she failed to complete the required hours.
2. On or about January 5, 2018 the OSBP sent a Notice of Opportunity for Hearing to Monica Pulice, 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.

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. Monica Pulice neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 5, 2018; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Monica Pulice.
4. Monica Pulice agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the

enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Monica Pulice must obtain, within 90 days from the effective date of this Agreement, four hours of approved continuing pharmacy education (0.4 CEUs) in general topics, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

6. Monica Pulice agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Monica Pulice understands that she has the right to be represented by counsel for review and execution of this agreement.

8. Monica Pulice agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.

9. Monica Pulice waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2018-249

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

**IN THE MATTER OF:
CASE NO. 2017-2285**

Ruchi Singh, RPh
32567 Jefferson Drive
Solon, Ohio 44139
License No. 03-1-29606

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 (OSBP) and Ruchi Singh, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Ruchi Singh's failure to obtain the required amount of continuing education units. Together, OSBP and Ruchi Singh 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Ruchi Singh is a licensed pharmacist under license number 03-1-29606.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Ruchi Singh, pharmacist license number 03-1-29606. The audit showed she failed to complete the required hours.
2. On or about November 21, 2017 the OSBP sent a Notice of Opportunity for Hearing to Ruchi Singh, 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.

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. Ruchi Singh neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 21, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Ruchi Singh.
4. Ruchi Singh agrees to pay to the Board a monetary penalty in the amount of \$500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Ruchi Singh must obtain, within 90 days from the effective date of this Agreement, 52 hours of approved continuing pharmacy education (5.2 CEUs) which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. Of the 96 hours of continuing pharmacy education (9.6 CEUs) that were proactively completed by Ruchi Singh, 52 of those hours (5.2 CEUs) will count towards term #5 and may not be used for license renewal. The remaining 44 hours (4.4 CEUs) can be used towards license renewal.
7. Ruchi Singh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Ruchi Singh understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Ruchi Singh agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
10. Ruchi Singh waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2018-250

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

**IN THE MATTER OF:
Case No. 2016-1604**

**Eleanor Davidson
c/o Case Western Reserve University—University Health Service
10900 Euclid Avenue
Cleveland, Ohio 44106**

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 Eleanor Davidson, for the purpose of resolving all issues between the parties relating to the Board investigation of unlawful access to the OARRS database. Together, the Board and Eleanor Davidson are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.86 of the Ohio Revised Code and the rules thereunder, the Board has the authority to restrict a person from obtaining further information from the drug database known as the Ohio Automated Rx Reporting System (OARRS).
2. Eleanor Davidson signed the OARRS user agreement on August 11, 2011, and is an authorized user of OARRS.

FACTS

1. On or about June 10, 2016, the Board initiated an investigation of Eleanor Davidson’s unlawful access to the OARRS database.
2. On or about March 14, 2017, the Board sent a Notice of Opportunity for Hearing to Eleanor Davidson, 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.

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. Eleanor Davidson neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 14, 2017; 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. Case Western University agrees to hold a mandatory in-service continuing education seminar for the professional/licensed staff in Health Services and Counseling Center at Case Western University. This seminar would run approximately 3 to 4 hours and include, among other topics:
 - a. Training on appropriate access to the OARRS databank and the use of/sharing information from OARRS;
 - b. A presentation on patient confidentiality; and
 - c. A legal presentation on a student’s rights to privacy under “FERPA.”

The in-service will count toward each attendee's required continuing education hours and will be completed prior to the end of 2017.

4. Case Western Reserve University agrees to provide the information contained in the training to new employees and all employees with access to OARRS.
 5. Eleanor Davidson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Eleanor Davidson understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Eleanor Davidson 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.
 8. Eleanor Davidson 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.
-

R-2018-251 Ms. Marchal announced the citation issued to **Ismail Abuhanieh, RPh** is hereby dismissed.

R-2018-252 Ms. Marchal announced the citation issued to **Richard Mertz, RPh** is hereby dismissed.

R-2018-253 Ms. Marchal announced the citation issued to **Nicholas Votolato, RPh** is hereby dismissed.

R-2018-254 Ms. Marchal announced the citation issued to **Megan Grant, RPh** is hereby dismissed.

R-2018-255 Pursuant to Section 4729.16(E) of the Ohio Revised Code, the State of Ohio Board of Pharmacy considered whether reasonable cause existed to believe that an individual who is a pharmacist is physically or mentally impaired, and whether to order the individual to undergo a physical and mental examination. Mr. Weaver moved that the Board send the individual for a physical and mental examination. The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

9:18 a.m. Mr. Newlon joined the meeting.

- 9:20 a.m.** The Board was joined by Assistant Attorney General Yvonne Tertel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Selvia Kolta, RPh**, Aurora, Ohio.
- 10:20 a.m.** The Board recessed briefly.
- 10:27 a.m.** The meeting reconvened in the Hearing Room.
- 11:26 a.m.** The hearing ended and the record was closed.
- Mr. Weaver 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 Ms. Rudell and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.
- 11:42 a.m.** The recess ended and the hearing was opened to the public.
- R-2018-256** After votes were taken in public session, the Board adopted the following order in the matter of **Selvia Kolta, RPh**, Aurora, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY
(Case Numbers 2015-1959, 2017-1280, 2017-1902)

In The Matter Of:

Selvia Kolta, R.Ph.
770 Madison Avenue
Aurora, Ohio 44202
License No. 03-3-32673

INTRODUCTION

The Matter of Selvia Kolta came for hearing on February 6, 2018, before the following members of the State of Ohio Board of Pharmacy (Board): Megan E. Marchal, RPh, *Presiding*; Joshua M. Cox, RPh; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Michael A. Moné, RPh; Absent.

Selvia Kolta was represented by Levi Tkach. The State of Ohio was represented by Yvonne Tertel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Joann Predina, RPh—State of Ohio Board of Pharmacy
2. Kelly Monce—State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Selvia Kolta, RPh—Respondent

State's Exhibits:

- | | | |
|-----|--|------------|
| 1. | Notice of Opportunity for Hearing | 03-16-2017 |
| 2. | Request for Hearing | 04-06-2017 |
| 3. | Scheduling Letter | 04-07-2017 |
| 4. | Amended Notice of Opportunity for Hearing | 08-30-2017 |
| 5. | Continuance Request | 08-31-2017 |
| 6. | Scheduling Letter | 09-01-2017 |
| 7. | Credential View Screen | No Date |
| 8. | Hospital Intake and Discharge Notes for Patient Z.B. | 09-15-2016 |
| 9. | Prescription and Label for Patient Z.B. | 10-15-2015 |
| 10. | Prescription Incident Report and Review | 11-16-2015 |
| 11. | Patient Profile of Patient Z.B. | 01-14-2016 |
| 12. | Prescription Log Report for Patient Z.B. | 12-23-2016 |
| 13. | Statement of Selvia Kolta | 03-31-2016 |
| 14. | Statement of Taryn Lee, MD | 03-02-2017 |
| 15. | Prescriptions for Patient S.S.H. | 10-20-2016 |
| 16. | Email Exchange between Dr. Lee and Harwell | 02-17-2017 |
| 17. | Patient Prescription Summary for Patient B.R. | 03-02-2017 |
| 18. | Prescription for Patient T.L. | 04-07-2017 |
| 19. | Label for Patient T.L. | 04-13-2017 |
| 20. | Work Flow Operations for Patient T.L. | 07-25-2017 |
| 21. | Prescription Log Report for Patient T.L. | 04-13-2017 |
| 22. | Label for Patient T.L. | 05-12-2017 |
| 23. | Prescription Log Report for Patient T.L. | 05-12-2017 |
| 24. | RX Edit Label | 07-26-2017 |
| 25. | Prescription Incident Report and Review | 05-22-2017 |
| 26. | Statement of Selvia Kolta | 07-26-2017 |

Respondent's Exhibits:

- | | | |
|----|---------------------------------------|------------|
| A. | Curriculum Vitae of Selvia Kolta, RPh | No Date |
| B. | Certificate of Achievement (APhA) | 11-07-2015 |
| C. | Letters of Recommendation | Various |
| D. | Letters from Patients | Various |
| E. | CPE Transcript | Various |

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds the following to be fact:

1. On or about October 23, 2015, at Church Square Pharmacy, 7905 Euclid Avenue, Cleveland, OH 44103, where Selvia Kolta was employed, she dispensed prescription #N440233. Prescription #N440233 was written for thirty (30) tablets of methylphenidate 5mg, take one half tablet twice daily for minor patient Z.B.; however, the actual drug dispensed was methadone 5mg tablets. The patient experienced lethargy, change in mood, and vomiting after ingesting the incorrect medication and was hospitalized for nine days.
2. On or about October 22, 2016, at Church Square Pharmacy, Selvia Kolta dispensed prescription #498778 for 60 alprazolam .5 mg tablets intended for patient S.H.S. to patient B.R. She failed to properly verify the prescription before dispensing.
3. On or about April 13, 2017 and May 12, 2017, at St. Luke's Lowcost Pharmacy, 11201 Shaker Blvd., Cleveland, OH 44104, where Selvia Kolta was employed, she entered the data for prescription #631813 incorrectly and subsequently dispensed the wrong strength of diltiazem to patient T.L. She dispensed diltiazem 300 mg extended release capsules instead of 240 mg extended release capsules.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraph (1) and (3) of the Findings of Fact constitutes a violation of Section 3715.64(A)(1), Misbranded drug – its labeling is false or misleading in any particular, a misdemeanor of the fourth degree.
2. Such conduct as set forth in paragraph (1) and (3) of the Findings of Fact constitutes a violation of Section 3715.52(A)(2) of the ORC.
3. Such conduct as set forth in paragraph (1), (2) and (3) of the Findings of Fact constitutes the following violation of Section 3715.64(A)(10) of the ORC:
 - a. It is a drug and its container is so made, formed, or filled as to be misleading, ORC Section 3715.64(A)(10)(a); and
 - b. The drug sold or dispensed is not the brand or drug specifically prescribed or ordered or, when dispensed by a pharmacist upon prescription, is neither the brand or drug prescribed nor a generically equivalent drug, ORC Section 3715.64(A)(10)(d).
4. Such conduct as set forth in paragraph (1), (2), and (3) of the Findings of Fact constitutes a violation of the following Division of Section 4729.16 of the ORC: Guilty of unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$1,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Order.

Selvia Kolta must obtain, within 90 days from the effective date of this Agreement, 12 hours of approved continuing pharmacy education (1.2 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

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: 8-12, 15, and 17-25.

Mr. Wilt moved for Findings of Fact; Ms. Rudell seconded the motion. Motion passed (Aye-7/Nay-0).

Mr. Cox moved for Conclusions of Law; Mr. Wilt seconded the motion. Motion passed (Aye-7/Nay-0).

Mr. Weaver moved for Action of the Board; Mr. Passafume seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

11:44 a.m. The Board recessed for lunch.

12:45 p.m. The meeting reconvened in the Hearing Room.

The Board was joined by Assistant Attorney General Yvonne Tertel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Kevin Chakos, RPh**, Pittsburgh, Pennsylvania.

1:30 p.m. The Board recessed for Reciprocity.

1:50 p.m. The meeting reconvened in the Hearing Room and the Board proceeded with the matter of **Kevin Chakos**.

3:36 p.m. The hearing ended and the record was closed.

Mr. Weaver 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 Ms. Rudell and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

3:58 p.m. The recess ended and the hearing was opened to the public.

R-2018-257 After votes were taken in public session, the Board adopted the following order in the matter of **Kevin Chakos, RPh**, Pittsburgh, Pennsylvania.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2001-1556)

In The Matter Of:

Kevin Chakos, R.Ph.

18 Hedgegrows
New Middletown, Ohio 44442
(License No. 03-1-24288)

INTRODUCTION

The Matter of Kevin Chakos came for hearing on February 6, 2018, before the following members of the State of Ohio Board of Pharmacy (Board): Megan E. Marchal, RPh, *Presiding*; Joshua M. Cox, RPh; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh and Kilee S. Yarosh, RPh.

Michael A. Moné, RPh; Absent.

Kevin Chakos was represented by John Irwin. The State of Ohio was represented by Yvonne Tertel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

None

Respondent's Witnesses:

1. Rhys Cartwright—Sponsor
2. Jasmine Roque—Partner
3. Paul Ciravella—PRO Advocate
4. Jarrod Grossman—Executive Director, PRO, Inc.
5. Kevin Chakos—Respondent

State's Exhibits:

- | | |
|------------------------------|------------|
| 1. Request for Reinstatement | 08-30-2017 |
| 2. Scheduling Letter | 08-30-2017 |

3.	Credential View Screen	No Date
4.	State of Ohio Board of Pharmacy Board Order	12-10-2001
5.	PRO Contract	06-20-2016
6.	MPJE Verification	01-06-2018
7.	Cuyahoga Co. Court of Common Pleas Court CR410780	01-07-2002
8.	Mahoning Co. Court of Common Pleas Court 04 CR 907	07-05-2004
9.	Youngstown Municipal Court CRB-1254	05-24-2004

Respondent's Exhibits:

A.	AA Logs	Various
B.	American National University Documents	Various
C.	Educational Certificates	Various
D.	Curriculum Vitae	No Date
E.	Cuyahoga and Mahoning County Court Records	Various
F.	Glenbeigh Reports	Various
G.	Medicals	Various
H.	Dr. Paolone Report	12-05-2017
I.	Pharmacy Board Documents	Various
J.	Ohio PRO Documents	Various
K.	Support Letters	Various
L.	Youngstown Court Records	Various
M.	NABP CPE Transcript	Various

DECISION OF THE BOARD

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Kevin Chakos has complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. 2001-1556, dated December 10, 2001.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist identification card, No. 03-1-24288, held by Kevin Chakos to practice pharmacy in Ohio, **effective immediately**, and is subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Kevin Chakos must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Kevin Chakos to potential sanctions up to and including revocation of license. The 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 Kevin Chakos 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.
2. 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.
 - a. 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.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
 3. Kevin Chakos 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 Kevin Chakos reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Kevin Chakos shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Kevin Chakos reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Kevin Chakos must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Kevin Chakos' progress towards recovery and what Kevin Chakos has been doing during the previous three months.

6. Other terms of probation are as follows:
 - a. Kevin Chakos must meet at least annually with the Board's Probation Committee, the first three years of probation. A notice letter will be provided at a future date.
 - b. The State of Ohio Board of Pharmacy hereby declares that Kevin Chakos' pharmacist identification card is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code.
 - c. Kevin Chakos may not serve as a responsible pharmacist.
 - d. Kevin Chakos may not destroy, assist in, or witness the destruction of controlled substances.
 - e. Kevin Chakos may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - f. Kevin Chakos must, during the first six months of practice, work only with a pharmacist whose license is in good standing.
 - g. Kevin Chakos must not violate the drug laws of Ohio, any other state, or the federal government.
 - h. Kevin Chakos must abide by the rules of the State of Ohio Board of Pharmacy.
 - i. Kevin Chakos must comply with the terms of this Order.
 - j. Kevin Chakos' license is deemed not in good standing until successful completion of the probationary period.
7. Due to Kevin Chakos' guilty plea to a felony drug offense, in order to be employed by an Ohio-licensed terminal or wholesale distributor of dangerous drugs that is a United States Drug Enforcement Administration (DEA) registrant, Kevin Chakos must inform the Ohio-licensee/registant of the requirement to obtain a DEA waiver pursuant to 21 C.F.R. Section 1307.03, C.F.R. Section 1307.76 and Ohio Administrative Code Rule 4729-9-27 (as effective January 15, 2016).
8. Kevin Chakos must immediately report any violation of the terms of this probation 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 Kevin Chakos to possible additional sanctions, including and up to revocation of license.

9. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Kevin Chakos' license.

At the conclusion of the probationary period, the Board will issue a notice of opportunity for hearing to Kevin Chakos regarding the status of Kevin Chakos' probation and whether Kevin Chakos has successfully met all terms of probation and may be considered in good standing.

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: 5 and Respondent's exhibits: A, F, G, H, and J.

Mr. Passafume moved for Action of the Board; Ms. Yarosh seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

4:04 p.m. Ms. Galante presented the Licensing update.

R-2018-258 Ms. Yarosh moved that the Board adopt the following decisions of the Responsible Person Committee for requests to be Responsible Person on more than one location—Wholesale Distributor:

a. Josh Weinmann—Approved

- I. Nyeco Gas—*Fostoria, Ohio* (01-2659050)
- II. Nyeco Gas—*Sandusky, Ohio* (01-2659100)
- III. Nyeco Gas—*Northwood, Ohio* (01-2659150)
- IV. Nyeco Gas—*Tiffin, Ohio* (01-2657800)

The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

R-2018-259 Mr. Passafume moved that the Board adopt the following approvals of the Responsible Person Committee for requests of licensure as an Office-based Opioid Treatment Facility:

- a. Ranjana Sinha, MD: Buckeye Clinic—*Columbus, Ohio***
- b. Jason Rich, MD: Rich Health and Wellness—*Amanda, Ohio***
- c. Richard DeFranco, MD: Peak Health Services, LLC—*Hillsboro, Ohio***

The motion was seconded by Mr. Newlon and approved by the Board: Aye-7.

R-2018-260 Mr. Passafume moved that the Board adopt the following decisions of the Responsible Person Committee for requests to be Responsible Person on more than one location—Terminal Distributor of Dangerous Drugs:

- a. Nathaniel Thompson, RPh (03-1-27494) *Westerville, Ohio*—Approved**

- I. Thompson Pharmacy—*Columbus, Ohio* (02-2777300)
- II. Thompson Pharmacy Georgesville—*Columbus, Ohio* (02-2853950)

The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

R-2018-261

Mr. Passafume moved that the Board adopt the following decisions of the Responsible Person Committee for requests to be Responsible Person on more than one location—Pain Management Clinic:

a. Fares Raslan, MD (35.067207) Broadview Heights, Ohio—Approved

- I. Northcoast Pain Management Associates, Inc.—*Westlake, Ohio* (02-2144950)
- II. Northcoast Pain Management Associates, Inc.—*Westlake, Ohio* (02-2847350)

The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.

R-2018-262

Ms. Yarosh moved that the Board adopt the following Resolution:

Appointment of the 2018 Rules Review Committee

- Brandilyn Davis, *Southern Ohio Medical Center*
- Trisha Jordan, *The Ohio State University Medical Center*
- Jeffrey Blake, *Trinity Health Systems*
- Girish Kaimal, *St. Vincent Charity Medical Center*
- Robert Yoho, *Hopewell Health Centers*
- Aaron Clark, *Equitas Health*
- Chrisovalantis Paxos, *Cleveland Clinic Akron General*
- Pamela Swarny, *Union Hospital Association*
- Darla Gaiser, *Firelands Regional Medical Center*
- Ryan Hemmert, *Select Specialty Hospital—Columbus*
- Emily Davies, *University Hospitals Specialty Pharmacy*
- Cheryl Nolte, *Kmart Pharmacy #7397*
- Tracie Taylor, *Ohio Department of Mental Health Outpatient Pharmacy*
- Michael Cooper, *Walgreens*
- Benjamin Michaels, *Kroger*

The motion was seconded by Mr. Cox and approved by the Board: Aye-7.

R-2018-263

Mr. Wilt moved that the Board adopt the following Resolution:

Approval of eRx Network as Third-Party Intermediary

Pursuant to paragraph (H)(6) of rule 4729-5-30 of the Administrative Code, the Board hereby approves eRx Network as a third-party intermediary. As a condition for maintaining approval, eRx Network shall comply with all the following:

1. Until otherwise notified by the Board, eRx Network shall submit monthly reports no later than 30 days following the end of the calendar month to the Board's Executive Director. The report shall provide a summary of the number of e-to-fax transmissions to Ohio pharmacies that resulted from the temporary telecommunication outage of the third-party intermediary or receiving pharmacy. The report shall also include the total number electronic prescriptions transmitted to Ohio pharmacies by eRx Network. The first report shall be for the month of February 2018.
2. eRx Network shall only transmit prescriptions via an e-to-fax transmission method as the result of a temporary telecommunication outage of the third-party intermediary or receiving pharmacy.
3. The statement on the prescription referring to the outage must be changed to read as follows: *This document originated as an electronic prescription, but due to a temporary network outage it has been converted to a computer-generated fax.*

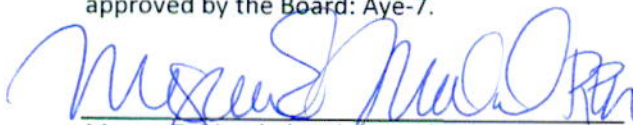
The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

R-2018-264 Mr. Passafume moved that the Board approve Rule 4729:5-5-10 as amended for filing. The motion was seconded by Ms. Rudell and approved by the Board: Aye-7.

4:47 p.m. Mr. Weaver 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 Code. The motion was seconded by Mr. Newlon and a roll-call vote was conducted by President Marchal as follows: Cox-yes; Newlon-yes; Moné-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

5:30 p.m. The meeting reconvened in the Hearing Room.

R-2018-265 Mr. Weaver moved that the meeting be adjourned. The motion was seconded by Mr. Newlon and approved by the Board: Aye-7.


Megan E. Marchal, RPh, President

3/5/18
Date


Steven W. Schierholt, Esq., Executive Director

3/8/18
Date

The following candidates for licensure by reciprocity participated in a discussion of pharmacy laws and rules with Ms. Terri Ghittman, *OARRS Pharmacist*, in Room South B&C, 31st Floor of the Vern Riffe Center for the Government and the Arts:

ADEBAYO ADENUPEBI	03-3-37829
JAMIE RAY BEEVER	03-3-37846
ALLISON MIRIAM BELL	03-3-37831
GARGEY V. BHATT	03-3-37787
BAZLAH ASLAM CHAUDHRY	03-3-37860
NICOLE E. COX	03-3-37844
ERIC D. DORAN	03-3-37830
BRIAN THOMAS DRABIK	03-3-37806
STEPHEN ALAN FRY	03-3-37658
MARY DANIELLE JOHANSEN	03-3-37817
ELYSEE AMA BONSU KARIKARI-AGYEMAN	03-3-37861
STEPHANIE CHEN KEO	03-3-37840
YEKATERINA LVOVNA MELOMED	03-3-37671
TYLER JOHN NUSS	03-3-37852
IRIS RIZK	03-3-37837
PINALI VASANI SHAH	03-3-37842
NATALIE MARIE STANKOVIC	03-3-37733
GOZIECHUKWU EZEKWU UZENDU	03-3-37818
KYLA R. WELLS	03-3-37841