



MINUTES OF THE OCTOBER 11, 2022
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, October 11, 2022

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, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Trina Buettner, RPh, *Vice President/Presiding*; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; Christine Pfaff, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Kathryn Lewis, *Legal Administrator*.

9:01 a.m. Mr. McNamee provided the Legislative Report.

9:02 a.m. Mr. McNamee provided an update on the Pharmacist Workload Advisory Committee.

9:46 a.m. The Board took a brief recess.

10:08 a.m. The Board returned to public session and was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Scott Mincher, RPh, Lowellville, Ohio**.

R-2023-0094 Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Miller and a roll-call vote was conducted by *Vice President/Presiding* Buettner as follows: Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

1:21 p.m. The deliberation ended and the hearing was opened to the public.

R-2023-0095 After votes were taken in public session, the Board adopted the following order in the Matter of **Scott Mincher, RPh, Lowellville, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2022-0402)

In The Matter Of:

Scott Mincher, RPh
6345 New Castle Rd
Lowellville, OH 44436
(License No. 03-117656)

INTRODUCTION

The Matter of Scott Mincher came for hearing on October 11, 2022 before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Vice President, Presiding*; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh and Christine Pfaff, RPh.

Shawn Wilt, RPh, *President*; Absent.

Scott Mincher was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Scott Mincher – Respondent
2. William DiFrangia – Agent of the Board

Respondent's Witnesses:

1. Scott Mincher

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Statement of Respondent
5. Screenshots from Video
6. Photos of Shelves and Bottles
7. Furosemide Report
8. Patient Profile
9. Video of Bench (7:28:25 p.m. to 7:30:04 p.m.)

10. Video of Bench, reverse view (7:28:43 p.m. to 7:30:28 p.m.)
11. Video of Aisle (7:28:34 p.m. to 7:29:14 p.m.)
12. Video of Safe (7:29:24 p.m. to 7:30:04 p.m.)
13. Clips of Interview with Respondent
14. Full Recorded Interview with Respondent

Respondent's Exhibits:

- A. None

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 hereby dismisses the matter of Scott Mincher, Notice of Opportunity for Hearing filed on July 18, 2022, Case Number A-2022-0402.

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: 7 and 8.

Mr. Huston moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

1:21 p.m.

The Board and was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Ellen Bell, RPh, Tiffin, Ohio.**

R-2023-0096

Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Miller and a roll-call vote was conducted by *Vice President/Presiding* Buettner as follows: Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

2:15 p.m.

The deliberation ended and the hearing was opened to the public.

R-2023-0097

After votes were taken in public session, the Board adopted the following order in the Matter of **Ellen Bell, RPh, Tiffin, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2021-0011

In The Matter Of:

Ellen Bell
3108 E. Twp. Road 1175, Tiffin, OH 44883
License no. 03-136126

INTRODUCTION

The Matter of Ellen Bell came for hearing on October 11, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, Vice-President, *Presiding*; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; T.J. Grimm, RPh; Christine Pfaff, RPh; and Rich Miller, RPh.

Shawn Wilt, RPh; Absent.

Ellen Bell was not represented by an attorney. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Ellen Bell

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Orders
4. Theft and Significant Loss Report
5. Statement of Chad Orr
6. Hope Behavioral Health Report Submitted to Seneca County Court of Common Pleas
7. ILC Court Entry
8. Video Dated 12/23/2020
9. Video Dated 12/24/2020

Respondent's Exhibits:

- A. Ellen Bell Letter
- B. Seneca County Probation Letter

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 December 24, 2020, at Institutional Care Pharmacy of Tiffin (located at 1815 County Road 54, Tiffin, OH 44883), approximately 7 tablets of tramadol 50mg (a Schedule-IV controlled substance) were discovered to be missing from the pharmacy. Further investigation revealed that on or about December 23, 2020, while working as a pharmacist, Ellen Bell was observed on video surveillance working at the pharmacy's Automated machine where tramadol 50mg is stored. As Ellen Bell walked away from the machine, she appeared to drop items out of both hands into her shirt pockets.
2. On or about December 28, 2020, at Institutional Care Pharmacy of Tiffin, approximately 6 tablets of tramadol 50mg (a Schedule-IV controlled substance) were discovered to be missing from the pharmacy. Further investigation revealed that on or about December 24, 2020, Ellen Bell was observed on video surveillance opening the drawer of the pharmacy's Automated machine where tramadol 50mg is stored, placing her left hand into the drawer, and subsequently removing her hand from the drawer. As Ellen Bell walked away from the machine, she appeared to drop an item or items out of her left hand into her shirt pocket.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in paragraphs (1) and/or (2) of the Allegations Section, if proven, constitutes a violation of ORC 2913.02, Theft of a Dangerous Drug/Controlled Substance.
2. Such conduct, as set forth in paragraphs (1) and/or (2) of the Allegations Section, if proven, constitutes a violation of ORC 2925.11(A), Possession of Dangerous Drugs/a Schedule-IV controlled substance.
3. Such conduct, as set forth in the Allegations Section, if proven, each constitutes a violation of the following divisions of ORC 4729.16(A):

- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2)(b); and/or
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, ORC [3715.52](#) to [3715.72](#), ORC Chapters 2925. or 3719., or any rule adopted by the Board under those provisions, ORC 4729.16(A)(2)(e); and/or
 - c. Engaged in any conduct for which the Board may impose discipline as set forth in rules adopted under ORC 4729.26, ORC 4729.16(A)(2)(l).
4. Such conduct as set forth in the Allegations section, if proven, each constitutes a violation of each of the following divisions of OAC 4729:1-4-01(B)(2) (as effective March 20, 2020):
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC 4729:1-4-01(B)(2)(b); and/or
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of ORC Chapter 4729., ORC 3715.52 to 3715.72, ORC Chapters 2925., 3796., 3719., or 4752., or any rule adopted by the Board under those provisions, OAC 4729:1-4-01(B)(2)(e); and/or
 - c. Committed an act involving moral turpitude that constitutes a misdemeanor or felony in this state, regardless of the jurisdiction in which the act was committed, OAC 4729:1-4-01(B)(2)(l); and/or
 - d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations...OAC 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

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 license no. 03-136126, held by Ellen Bell to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order. Ellen Bell must remain in full compliance with the terms and conditions set forth in Case No. 21CR 0091 in the Seneca County Court of Common Pleas. Ellen Bell must report to the Board any non-compliance with the court ordered terms and conditions. Ellen Bell must report to the Board successful completion of case No. 21 CR 0091.

During the probationary period, the following terms and conditions apply:

1. Ellen Bell 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, the Board shall treat these results as a violation of the Board's Order and request Ellen Bell reappear before the Board for possible additional sanctions, including and up to revocation of license.
2. Ellen Bell 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 Ellen Bell reappear before the Board for possible additional sanctions, including and up to revocation of license.
3. Ellen Bell, due to her felony conviction relating to a controlled substance, may not be employed by a terminal distributor of dangerous drugs, unless a waiver has been obtained by a licensee pursuant to 21 C.F.R. 1307.03.
4. Ellen Bell must provide copies of the board order to all employers or prospective employers, and all licensing authorities in which Ellen Bell holds a professional license or applies for a professional license, during the effective period of this order or agreement.
5. Other terms of probation are as follows:
 - a. The State of Ohio Board of Pharmacy hereby declares that Ellen Bell's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
 - b. Ellen Bell may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - c. Ellen Bell may not engage in a consult agreement, unless approved by the board.
 - d. Ellen Bell may not destroy, assist in, or witness the destruction of controlled substances.
 - e. Ellen Bell may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.

- f. Ellen Bell must not violate the drug laws of Ohio, any other state, or the federal government.
 - g. Ellen Bell must abide by the rules of the State of Ohio Board of Pharmacy.
 - h. Ellen Bell must comply with the terms of this Order.
 - i. Ellen Bell's license is deemed not in good standing until successful completion of the probationary period.
6. When deemed appropriate by the Board, Ellen Bell must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 7. Ellen Bell may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
 8. Ellen Bell 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 Ellen Bell 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 Ellen Bell's license.
 10. Periods during which Ellen Bell is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

At the conclusion of the probationary period, the Board will issue a letter indicating whether probation has been successfully completed. If the Board determines probation has not been successfully completed, it will issue a notice of opportunity for hearing to Ellen Bell.

Jeff Huston moved for Findings of Fact; Victor Goodman seconded the motion. Motion passed (Aye-7/Nay-0).

Jason George moved for Conclusions of Law; Mindy Ferris seconded the motion. Motion passed (Aye-7/Nay-0).

Rich Miller moved for Action of the Board; Christine Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

- 2:17 p.m.** Mr. Garner provided the OARRS Report.
- 2:21 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 2:23 p.m.** Ms. Southard provided the Licensing Report.
- 2:28 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Da’Nisha Pickens – Valley View, Ohio (09113066) to the Board for consideration.
- R-2023-0098** Mr. Huston moved that the Board grant Da’Nisha Pickens a one hundred and twenty (120) day extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 2:34 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Jonathan Falatic – Loraine, Ohio (09100334) to the Board for consideration.
- R-2023-0099** Mr. Grimm moved that the Board grant Jonathan Falatic a one (1) year extension. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0.
- 2:36 p.m.** Ms. Southard presented a Naplex Eligibility Extension Request from Shahinda Mohmed – Avon, OH (APP-000410505) to the Board for consideration.
- R-2023-0100** Mr. Huston moved that the Board grant Shahinda Mohmed a six (6) month extension. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.
- 2:38 p.m.** Ms. Southard presented an Obot Non-Physician Owner/Operator Waiver Request from South Dayton Recovery and Addiction Services, LLC – Franklin, OH (0265000046) to the Board for consideration.
- R-2023-0101** Mr. Huston moved that the Board grant South Dayton Recovery and Addiction Services, LLC’s waiver request. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-7, No-0
- 2:40 p.m.** Mr. Cathcart provided the Medical Marijuana Report.
- 2:41 p.m.** Mr. Schierholt provided the Executive Director Report.

R-2023-0102

Mr. Huston moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *Vice President/Presiding* Buettner as follows: Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

R-2023-0103

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on April 17, 2022, in the matter of **Kaitlyn Cool, Medina, Ohio (Case Number A-2021-0510)**.

R-2023-0104

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on May 31, 2022, in the matter of **Cardinal Health, Wheeling, WV (Case Number A-2020-0549)**.

R-2023-0105

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

**IN THE MATTER OF:
CASE NO. A-2020-0030**

A.F. Hauser, Inc
Inactive License No. 01-1552500
c/o Janet Hauser
4401 East U.S. Highway 30
Valparaiso, IN 46383

**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 A.F. Hauser, Inc for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs to Ohio entities not licensed by the Board. Together, the Board and A.F. Hauser, 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.

2. A.F. Hauser, Inc was a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1552500. The license is inactive as of August 25, 2022 and before the date of execution of this Agreement.

FACTS

1. The Board initiated an investigation of A.F. Hauser, Inc Wholesaler Distributor of Dangerous Drugs License No. 01-1552500, related to A.F. Hauser, Inc's sales of dangerous drugs to Ohio entities not licensed by the Board.
2. On or about October 25, 2021, the Board sent a Notice of Opportunity for Hearing to A.F. Hauser, 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. Settlement of this matter was reached prior to administrative hearing.
3. On or about July 28, 2022, A.F. Hauser, Inc filed a Notice of Discontinuation of Business with the Board. It was approved by the Board on or about August 25, 2022 and the WDDD license is inactive.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. A.F. Hauser, Inc neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 25, 2021; 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. A.F. Hauser, Inc agrees to pay to the Board a monetary penalty in the amount of \$3,750.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on A.F. Hauser, Inc's inactive WDDD license, number 01-1552500.

5. A.F. Hauser, 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.
6. A.F. Hauser, 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 A.F. Hauser, 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 A.F. Hauser, Inc by the Board and will NOT discharge A.F. Hauser, Inc from any obligation under the terms of this Agreement.
7. A.F. Hauser, Inc agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. A.F. Hauser, Inc understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom A.F. Hauser, Inc will operate.
10. A.F. Hauser, Inc explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of

competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2023-0106

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

**IN THE MATTER OF:
CASE No. A-2021-0515
501-5733**

**Spring Meadows Senior Community
License No. 02-2319000
c/o Kelly O'Neill
1125 Clarion Avenue
Holland, Ohio 43528**

**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 Spring Meadows Senior Community for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Spring Meadows Senior Community are referred to hereinafter as "the parties."

JURISDICTION

3. 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.
4. Spring Meadows Senior Community is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2319000.

FACTS

1. The Board initiated an investigation of Spring Meadows Senior Community, Terminal Distributor of Dangerous Drugs license

number 02-2319000, related to Spring Meadows Senior Community's illegal purchases of medical oxygen while operating without a Board-issued license.

2. On or about August 31, 2022, the Board sent a Notice of Opportunity for Hearing to Spring Meadows Senior Community, 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 proceedings.

TERMS

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

15. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
16. Spring Meadows Senior Community neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 31, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
17. Spring Meadows Senior Community agrees to pay to the Board a monetary penalty the amount of \$1,550.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
18. The Board hereby imposes a written reprimand on Spring Meadows Senior Community's TDDD license, number 02-2319000.
19. Spring Meadows Senior Community 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.
20. Spring Meadows Senior Community 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 Spring Meadows Senior Community 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 Spring Meadows Senior Community by the Board and will NOT discharge Spring Meadows Senior Community from any obligation under the terms of this Agreement.

21. Spring Meadows Senior Community agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
22. Spring Meadows Senior Community understands that it has the right to be represented by counsel for review and execution of this agreement.
23. 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 Spring Meadows Senior Community will operate.
24. Spring Meadows Senior Community 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.
25. 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.
26. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
27. 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.
28. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
29. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0107

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

**IN THE MATTER OF:
CASE No. A-2022-0121
I-2021-1610**

Steward Trumbull Memorial Hospital INC.
License No. 02-2734400
c/o Michael Hall, RPh
1350 East Market Street
Warren, Ohio 44483

**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 Steward Trumbull Memorial Hospital for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity. Together, the Board and Steward Trumbull Memorial Hospital 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. Steward Trumbull Memorial Hospital is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2734400.

FACTS

1. The Board initiated an investigation of Steward Trumbull Memorial Hospital, Terminal Distributor of Dangerous Drugs license number 02-2734400, related to Steward Trumbull Memorial Hospital's illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity.
2. On or about August 12, 2022 the Board sent a Notice of Opportunity for Hearing to Steward Trumbull Memorial Hospital, 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. Steward Trumbull Memorial Hospital neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 12, 2022; 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. Steward Trumbull Memorial Hospital agrees to pay to the Board a monetary penalty the amount of \$400.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Steward Trumbull Memorial Hospital's TDDD license, number 02-2734400.
5. Steward Trumbull Memorial Hospital agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Steward Trumbull Memorial Hospital 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 Steward Trumbull Memorial Hospital 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 Steward Trumbull Memorial Hospital by the Board and will NOT discharge Steward Trumbull Memorial Hospital from any obligation under the terms of this Agreement.
7. Steward Trumbull Memorial Hospital agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Steward Trumbull Memorial Hospital understands that it has the right to be represented by counsel for review and execution of this agreement.

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

R-2023-0108

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

**IN THE MATTER OF:
CASE No. A-2022-0120
I-2021-1610**

**Med Star E.M.S. and Transport, INC.
License No. 02-0386950
c/o Dr. Mark William Swift
P.O. Box 2156
Warren, OH 44484**

**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 Med Star E.M.S. and Transport, INC. for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Med Star E.M.S. and Transport 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. Med Star E.M.S. and Transport is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0386950.

FACTS

1. The Board initiated an investigation of Med Star E.M.S. and Transport, Terminal Distributor of Dangerous Drugs license number 02-0386950, related to Med Star E.M.S. and Transport's illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about August 12, 2022 the Board sent a Notice of Opportunity for Hearing to Med Star E.M.S. and Transport, 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. Med Star E.M.S. and Transport neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 12, 2022; 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. Med Star E.M.S. and Transport agrees to pay to the Board a monetary penalty the amount of \$400.00. This fine will be attached

to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Med Star E.M.S. and Transport's TDDD license, number 02-0386950.
5. Med Star E.M.S. and Transport agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Med Star E.M.S. and Transport 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 Med Star E.M.S. and Transport 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 Med Star E.M.S. and Transport by the Board and will NOT discharge Med Star E.M.S. and Transport from any obligation under the terms of this Agreement.
7. Med Star E.M.S. and Transport agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Med Star E.M.S. and Transport understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Med Star E.M.S. and Transport will operate.
10. Med Star E.M.S. and Transport waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0109

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

IN THE MATTER OF:**Case No. A-2021-0554****Deborah Bartone****Surrendered License No. 03-212749**

7424 New York Way

Dayton, OH 45414

**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 Deborah Bartone, for the purpose of resolving all issues between the parties relating to Ms. Bartone's theft of two capsules of dangerous drugs. Together, the Board and Deborah Bartone 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. Deborah Bartone was issued an Ohio-licensed pharmacist under license number 03-212749.

FACTS

1. The Board initiated an investigation of Deborah Bartone, pharmacist license number 03-212749, related to Deborah Bartone's theft of dangerous drugs. On or about August 13, 2020 you stole two capsules of acetaminophens, butalbital, and caffeine with codeine, a Schedule III controlled substance.
2. On or about June 13, 2022, Deborah Bartone requested to voluntarily surrender her license to practice pharmacy in the state of Ohio, license number 03-212749. The Board granted her request, in lieu of any formal notice of opportunity for hearing.

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

TERMS

NOW WHEREFORE, in consideration of the mutual promises wherein 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. **Deborah Bartone agrees to voluntarily surrender to the State of Ohio Board of Pharmacy her license and registration to practice pharmacy, license no. 03-212749, with discipline pending.**
3. **The Board agrees to accept, in lieu of any formal notice of opportunity for hearing, Deborah Bartone's voluntary surrender to the State Board of Pharmacy of her license to practice pharmacy, license no. 03-212749, without bringing additional disciplinary action related to the theft of dangerous drugs.**
4. **Deborah Bartone agrees not to reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, for no less than six months from the date of this Agreement.**

5. Deborah Bartone understands that if reinstatement of her pharmacy license is not accomplished within three years of the effective date of this Agreement, she must show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board. Successful completion of examinations shall be completed within six months of an application for licensure with the State of Ohio Board of Pharmacy.
6. Deborah Bartone must appear before the Board before her license and registration to practice pharmacy will be granted.
7. Deborah Bartone agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Deborah Bartone understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Deborah Bartone 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 or reinstatement applications or applications for a new license.
10. Deborah Bartone expressly waives the requirements of Chapter 119. of the Ohio Administrative Code, including her right to notice of an opportunity for hearing as set forth in Section 119.07 of the Ohio Revised Code, her opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2023-0110

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

**IN THE MATTER OF:
CASE No. A-2020-0461
501-1730**

Biofrontera, Inc.

License No. 01-2652850
c/o Darrell Lowman
120 Presidential Way, Suite 300
Woburn, MA 01801

**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 Biofrontera Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs while operating without a Board-issued license. Together, the Board and Biofrontera 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Biofrontera Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2652850, which lists Darrell Lowman, as the Responsible Person.

FACTS

4. The Board initiated an investigation of Biofrontera Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-2652850, related to Biofrontera Inc.'s illegal sales of dangerous drugs without a Board-issued license.
5. On or about August 29, 2022, the Board sent a Notice of Opportunity for Hearing to Biofrontera 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.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Biofrontera Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 29, 2022; 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. Biofrontera Inc. agrees to pay to the Board a monetary penalty in the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Biofrontera Inc.'s WDDD license, number 01-2652850.
5. Biofrontera 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.
6. Biofrontera 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 Biofrontera 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 Biofrontera Inc. by the Board and will NOT discharge Biofrontera Inc. from any obligation under the terms of this Agreement.

7. Biofrontera Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Biofrontera Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Biofrontera Inc. will operate.
 10. Biofrontera Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0111

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

**IN THE MATTER OF:
Case No. A-2021-0469**

**Jaks Public Pharmacy
License No. 02-1010150
c/o James Glassford, RPh
970 W. Wooster #121
Bowling Green, OH 43402**

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 Jaks Public Pharmacy (“Jaks Pharmacy”) for the purpose of resolving all issues between the parties relating to the Board investigation of one employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Jaks Pharmacy are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Jaks Pharmacy has an active TDDD license with the Board under license number 02-1010150, which lists James Glassford, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Jaks Pharmacy, TDDD license number 02-1010150, related to an employee performing the duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about April 7, 2022, the Board sent a Notice of Opportunity for Hearing to Jaks Pharmacy, 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. Jaks Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 7, 2022, 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. Jaks Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Jaks Pharmacy's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Jaks Pharmacy's TDDD license, number 02-1010150.
5. Jaks Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Jaks Pharmacy 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 Jaks Pharmacy 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 Jaks Pharmacy by the Board and will NOT discharge Jaks Pharmacy from any obligation under the terms of this Agreement.
7. Jaks Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Jaks Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Jaks Pharmacy will operate.
10. Jaks Pharmacy waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0112

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

**IN THE MATTER OF:
CASE No. A-2022-0324
I-2022-0024**

**Embrace Healthcare
License No. 02-3200021
c/o Kathryn Lopez, RPh
3675 Dolson Court
Carroll, Ohio 43112**

**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 Embrace Healthcare for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Embrace Healthcare 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. Embrace Healthcare is a licensed Terminal Distributor of Dangerous Drugs under license number 02-3200021.

FACTS

1. The Board initiated an investigation of Embrace Healthcare, Terminal Distributor of Dangerous Drugs license number 02-32000021, related to Embrace Healthcare's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about September 14, 2022, the Board sent a Notice of Opportunity for Hearing to Embrace Healthcare 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 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. Embrace Healthcare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 14, 2022; 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. Embrace Healthcare agrees to pay to the Board a monetary penalty the amount of \$750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Embrace Healthcare's TDDD license, number 02-32000021.
5. Embrace Healthcare agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Embrace Healthcare 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 Embrace Healthcare 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 Embrace Healthcare by the Board and will NOT discharge Embrace Healthcare from any obligation under the terms of this Agreement.

7. Embrace Healthcare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Embrace Healthcare understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Embrace Healthcare will operate.
10. Embrace Healthcare waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0113

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

IN THE MATTER OF:

**CASE No. A-2022-0206
I-2021-1619**

Otterbein Cridersville
License No. 02-1351350
c/o Kristen Powell, RPh
100 Red Oak Drive
Lima, OH 45806

**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 Otterbein Cridersville for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical grade oxygen, a dangerous drug from a licensed TDDD to an unlicensed entity. Together, the Board and Otterbein Cridersville 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. Otterbein Cridersville is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1351350.

FACTS

1. The Board initiated an investigation of Otterbein Cridersville, Terminal Distributor of Dangerous Drugs license number 02-1351350 related to Otterbein Cridersville illegal purchases of medical oxygen, a dangerous drug while operating without a Board-issued license.
2. On or about September 14, 2022, the Board sent a Notice of Opportunity for Hearing to Otterbein Cridersville, 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 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. Otterbein Cridersville neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 14, 2022; 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. Otterbein Cridersville agrees to pay to the Board a monetary penalty the amount of \$150.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Otterbein Cridersville 's TDDD license, number 02-1351350.
5. Otterbein Cridersville agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Otterbein Cridersville 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 Otterbein Cridersville 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 Otterbein Cridersville by the Board and will NOT discharge Otterbein Cridersville from any obligation under the terms of this Agreement.
7. Otterbein Cridersville agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Otterbein Cridersville understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Otterbein Cridersville will operate.

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

R-2023-0114

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

**IN THE MATTER OF:
Case No. A-2022-0189**

**The Source Holding Ohio LLC
Application Reference # SW244
14481 Cedar Rd.
South Euclid, OH 44121**

**c/o Kent Kiffner
4517 Sanctuary Dr.
Westerville, OH 43082**

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is made and executed by and among the State of Ohio Board of Pharmacy (Board) and The Source Holding Ohio LLC (individually each a "Party," and collectively "the Parties").

WHEREAS, between the dates of November 4, 2021, and November 8, 2021, The Source Holding Ohio LLC submitted application reference # SW244 to obtain a provisional dispensary license, located

at 14481 Cedar Rd., South Euclid, Ohio, 44121, as the business address of the proposed dispensary, parcel no. 72118023, in District Northeast-

WHEREAS, on or about May 17, 2022, the Board issued The Source Holding Ohio LLC a *Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License* ("Notice"). The Notice provided, "[t]he Board's evaluation of Application Reference # SW244, in accordance with Ohio Adm.Code 3796:6-2-04(B), revealed that the proposed dispensary is situated on a parcel of real estate that is within five hundred feet of the boundaries of a parcel of real estate having situated on it a prohibited facility, a church. * * *."

WHEREAS, on or about June 8, 2022, The Source Holding Ohio LLC requested an administrative hearing pursuant to Chapter 119. of the Revised Code.

WHEREAS, on or about June 9, 2022, the Board appointed a hearing examiner pursuant to R.C. 4729.03 and Ohio Adm.Code 4729-2-02(H) to conduct the administrative hearing.

WHEREAS, a hearing in this matter was scheduled for August 25, 2022 but was continued at the request of the Parties.

WHEREAS, based on evidence provided by The Source Holding Ohio LLC to the Board prior to the hearing, and upon further review, the Board has a good faith basis to determine that the proposed dispensary is not situated on a parcel of real estate that is within five hundred feet of the boundaries of a parcel of real estate having situated on it a prohibited facility, a church.

WHEREAS, pursuant to Ohio Adm.Code 3796:6-2-05, the Board has authorized the issuance of up to seventy-three provisional dispensary licenses. To date, the Board has issued a total of seventy-one provisional dispensary licenses.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, and intending to be legally bound hereto, the Parties agree as follows:

1. Preambles. The foregoing preambles are incorporated herein by reference.

2. Specific Actions.

a. The Board.

- i. The Board agrees it will dismiss the Notice previously issued in this matter.

- ii. The Board agrees within five business days from the executed date of this Agreement to award, pursuant to Ohio Adm.Code 3796:6-2-05, The Source Holding Ohio LLC a provisional dispensary license located at 14481 Cedar Rd., South Euclid, Ohio, 44121, as the business address of the proposed dispensary, parcel no. 72118023, in District Northeast-2, consistent with its original application submitted in November 2021.

b. The Source Holding Ohio LLC.

- i. The Source Holding Ohio LLC agrees not to seek attorney fees against the Board, the Board's agents, and employees under any provision including, but not limited to, R.C. 119.092, R.C. 119.12(M), R.C. 2335.39, or Civ.R. 11.

3. Specific Releases.

a. The Source Holding Ohio LLC. In consideration of the covenants, releases, and agreements made by the Board pursuant to this Agreement, The Source Holding Ohio LLC agrees not to institute or reinstitute any actions against the Board, in any jurisdictions, in any forum, tribunal, court, or administrative proceeding, for any form of relief against the Board relating to, arising from, or concerning the matters described herein, including but not limited to, arising from, or concerning the matters described herein, including but not limited to, any action against the Board related to medical marijuana license limits in District Northeast-2.

4. General Release. In consideration of the covenants and agreements contained herein, the Parties, for themselves and each of their respective administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys and assigns, hereby fully and forever release, withdraw, remise, quitclaim, and fully and forever discharge the other party, and each of their respective heirs, executors, administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys, and assigns, from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action of every kind and description, whether known or unknown, suspected or unsuspected, which it now has, or has had, or hereafter can, shall, or may have arising out of or related to the subject matter of this Agreement. The Parties agree not to pursue litigation in this matter or for any claim related to the matters described herein. This release does not affect the Parties' rights to enforce the terms of this agreement.

5. Public Record. All parties to this Agreement understand that this document is a public record under R.C. 149.43, and its terms will

therefore become part of the minutes of a meeting of the Board of Pharmacy.

6. Costs and Expenses of Administrative and Court Proceedings.

Each party shall be responsible for the costs and expenses it incurred in connection with any hearings or other litigation arising out of the administrative matter and related appeals and civil filings.

7. Entire Agreement. This Agreement supersedes any and all agreements by, between and among the Parties, and represents their entire agreement pertaining to the subject matter hereof. There is no agreement or understanding relating to the subject matter hereof, whether express, implied, written or oral, not expressly set forth herein.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their agents, employees, successors, and assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

10. Interpretation. This Agreement shall be interpreted as though mutually drafted by the Parties hereto and their respective counsel.

11. Headings. The headings preceding the paragraphs herein are intended to be for convenience only and shall have no operative force or effect.

12. Authority. The Parties hereto represent and warrant to each other that each Party possesses the full requisite authority to enter into this Agreement and that the person signing this Agreement on behalf of each Party is full and duly authorized to do so.

13. Execution in Counterparts; Facsimile Signatures. The Parties acknowledge and agree that this Agreement may be executed (1) in one or more counterparts, which together shall constitute a single, integrated agreement, and (2) by facsimile signatures which shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, The Source Holding Ohio LLC and the State of Ohio Board of Pharmacy intending to be legally bound hereby, have executed this Settlement Agreement, which becomes effective on the date of the Board President's signature below:

R-2023-0115

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

**IN THE MATTER OF:
CASE NOS. A-2021-0349
A-2021-0351**

David Drayer
License No. 03-236382
71 Sunnyside Drive
Athens, OH 45701

**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 David Drayer, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of (1) improper storage of COVID-19 vaccines and (2) the improper use of another's Controlled Substance Ordering System account, all while Drayer was the Responsible Person at White Oak Pharmacy. Together, the Board and David Drayer are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. David Drayer is a licensed pharmacist in the state of Ohio under license number 03-236382 and is presently listed as the Responsible Person at White Oak Pharmacy.

FACTS

1. The Board initiated an investigation of David Drayer, pharmacist license number 03-236382, related to (1) improper storage of COVID-19 vaccines and (2) the improper use of another's Controlled Substance Ordering System account, both while Drayer was the Responsible Person at White Oak Pharmacy.
2. On or about January 27, 2022, the Board sent a Notice of Opportunity for Hearing to David Drayer, 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 February 14, 2022, David Drayer, timely requested an administrative hearing, which was subsequently scheduled for June 8, 2022.

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. David Drayer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 27, 2022; 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. David Drayer agrees to the following:
 - a. To resolve Case No. A-2021-0349: The Board hereby imposes a written reprimand on David Drayer's pharmacist license, number 03-236382.
 - b. To resolve Case No. A-2021-0351:
 - i. David Drayer agrees to pay a \$500 monetary penalty. This fine will be attached to David Drayer's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
 - ii. David Drayer shall attend a Board-sponsored "Responsible Person Roundtable," within one year of the effective date of an agreement, from which any CEU earned may not be used for license renewal.
4. David Drayer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. David Drayer understands that he has the right to be represented by counsel for review and execution of this agreement.
6. David Drayer agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. David Drayer explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

8. 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.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. 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.
11. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2023-0116

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

**IN THE MATTER OF:
CASE NO. A-2019-0336**

**CVS Pharmacy #6946
License No. 02-2010600
c/o Ebram Botros
4548 E. Main Street
Columbus, OH 43213**

**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 CVS Pharmacy #6946 for the purpose of resolving all issues between the parties relating to several Board inspections of the pharmacy. Together, the Board and CVS Pharmacy #6946 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend,

revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. CVS Pharmacy #6946 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2010600.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #6946, Terminal Distributor of Dangerous Drugs license number 02-2010600, related to several Board inspections of the pharmacy.
2. On or about November 2, 2021, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #6946, 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. CVS Pharmacy #6946 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 2, 2021; 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. CVS Pharmacy #6946 agrees to pay to the Board a monetary penalty the amount of \$5,000.00. This fine will be attached to the TDDD license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on CVS Pharmacy #6946's TDDD license, number 02-2010600.
5. CVS Pharmacy #6946 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

6. CVS Pharmacy #6946 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 CVS Pharmacy #6946 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 CVS Pharmacy #6946 by the Board and will NOT discharge CVS Pharmacy #6946 from any obligation under the terms of this Agreement.
7. CVS Pharmacy #6946 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS Pharmacy #6946 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS Pharmacy #6946 will operate.
10. CVS Pharmacy #6946 explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0117

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

IN THE MATTER OF: CASE NO. A-2019-0439

CVS #6183

License No. 02-2010750

c/o Cassadie Simone Baker, R.Ph.

2987 Derr Road

Springfield, OH 45502

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 CVS #6183 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security issues resulting from a certified pharmacy technician's theft of controlled substances. Together, the Board and CVS #6183 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. CVS #6183 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2010750.

FACTS

1. The Board initiated an investigation of CVS #6183, Terminal Distributor of Dangerous Drugs license number 02-2010750, related to CVS #6183's drug security.
2. On or about September 1, 2021, the Board sent a Notice of Opportunity for Hearing to CVS #6183, 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 1, 2021, CVS #6183, through counsel, timely requested an administrative hearing, which was set for March 8, 2022. A continuance was granted for settlement negotiations.

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. CVS #6183 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 1, 2021; 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. CVS #6183 agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on CVS #6183's TDDD license, number 02-2010750.
5. CVS #6183 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS #6183 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 CVS #6183 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 CVS #6183 by the Board and will NOT discharge CVS #6183 from any obligation under the terms of this Agreement.

7. CVS #6183 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS #6183 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS #6183 will operate.
10. CVS #6183 explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0118

Mr. George moved that the September 12, 2022, Probation Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2023-0119

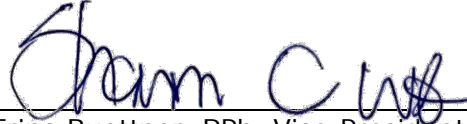
Mr. George moved that the September 12-13, 2022, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

R-2023-0120

Mr. Huston moved to Adjourn the September 2022 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

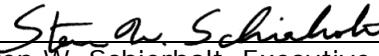
4:36 p.m.

The Board Meeting Adjourned.



Trina Buettner, RPh, Vice-President

Date: 01/11/2023



Steven W. Schierholt, Executive Director

Date: 01/11/2023