



MINUTES OF THE FEBRUARY 6, 7, AND 8, 2023
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, February 6, 2023

10:12 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:

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

Also present were Sharon Maerten-Moore, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Zoe Saadey, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

10:13 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Julia Galliher, RPh, Pataskala, Ohio.**

R-2023-0232 Ms. Buettner moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *President Wilt* as follows: Buettner-yes; Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

11:07 a.m. The deliberation ended and the hearing was opened to the public.

R-2023-0233 After votes were taken in public session, the Board adopted the following order in the Matter of **Julia Galliher, RPh, Pataskala, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Numbers A-2022-0232

In The Matter Of:

Julia Galliher
129 Reader Court
Pataskala, OH 43062
License no. 03-221417

INTRODUCTION

The Matter of Julia Galliher came for hearing on February 6, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Julia Galliher was represented by Chase Mallory. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. None

Respondent's Witnesses:

1. Julia Galliher

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Initial Scheduling Order
4. Current Scheduling Order
5. Statement of Respondent
6. Statement of Livelsberger
7. Statement of Lubonski
8. E-mail from Lubonski with Loss of Zolpidem
9. Statement of Valerie Neal
10. Inspection Report
11. Property Receipts
12. Photos
15. FDA Insert Hydroxyzine Pamoate

16. FDA Insert Nortriptyline
17. FDA Insert Zolpidem Tartrate

Respondent's Exhibits:

- A. Bio of Julia Galliher
- B. Resume of Julia Galliher
- C. Pharmacist Rehabilitation Organization (PRO) Contract
- D. November 28, 2022 PRO Test Information
- E. PRO Letter 4th quarter 2022
- F. PRO Self Report 4th quarter 2022
- G. AA Logs
- H. Letter from Steven Gifford at Shepherd Hill
- I. Shepherd Hill Discharge Summary
- J. Shepherd Hill Recovery Plan
- K. Shepherd Hill Urine Tests
- L. Theft Information in Response to Unemployment Request
- M. Letter from Ann Nichols, Pharm. D.
- N. Letter from Laurie Palmer
- O. Letter from Michelle Ruckman
- P. Letter from Steve Ruckman

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. From on or about February 1, 2022 to on or about March 1, 2022, Julia Galliher stole dangerous drugs from your employer, Synchrony Pharmacy, located at 4014 Venture Court, Columbus, Ohio. The dangerous drugs were located at Julia Galliher's residence. Julia Galliher stole the following dangerous drugs:
 - a. Hydroxyzine pamoate 50mg, 249 tablets
 - b. Nortriptyline HCL 50mg, 79 tablets.
 - c. Quetiapine 100mg, 349 tablets.
2. From on or about February 28, 2022 to on or about April 18, 2022, Julia Galliher stole a stock bottle containing zolpidem 10mg tablets,

- a Schedule IV controlled substance, from her employer Synchrony Pharmacy. The empty stock bottle was found in Julia Galliher's possession.
3. On or about April 18, 2022, Julia Galliher was interviewed by agents from the Board. She made the following statements:
 - a. Julia Galliher admitted she was an alcoholic.
 - b. Julia Galliher admitted to diverting dangerous drugs from Synchrony Pharmacy.
 - c. Julia Galliher denied consuming drugs or alcohol while working or coming to work impaired.
 - d. Julia Galliher stated the alcohol and diverted drugs were used to self-medicate.
 - e. Julia Galliher admitted to taking an empty bottle from the pharmacy for pill storage.
 4. On or about April 19, 2022, Julia Galliher was interviewed by an agent from the Board. Julia Galliher made the following statements:
 - a. Julia Galliher stated she had valid prescriptions for quetiapine and hydroxyzine pamoate.
 - b. Julia Galliher denied stealing the zolpidem.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1)(a), (1)(b), (1)(c), (2), and (3)(b) of the Allegations Section, if proven, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug.
2. Such conduct as set forth in paragraph (2) of the Allegations Section, if proven, constitutes a violation of Section 2925.11(A) of the ORC, possession of a Schedule IV controlled substance, the amount of the drug involved equaled or exceeded the bulk amount but is less than five times the bulk amount.
3. Such conduct as set forth in paragraphs (1)(a), (1)(b), (1)(c), and (3)(b) of the Allegations Section, if proven, each constitutes a violation of Section 4729.51(E)(1)(c) of the ORC, possession of dangerous drugs.

4. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of October 9, 2021:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and/or
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and/or
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and/or
 - d. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
5. Such conduct as set forth in the Allegations Section, if proven, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and/or
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and/or
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and/or
 - d. 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 Rule 4729:1-4-01(B)(2)(l); and/or
 - e. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding

tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Julia Galliher on April 21, 2022.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-221417, held by Julia Galliher and such suspension is effective as of the date of the mailing of this Order.

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

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

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

- testing for creatinine or specific gravity of the sample as the dilutional standard.
- c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Julia Galliher in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Julia Galliher must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Julia Galliher must obtain a mental health examination, conducted by a Board-approved provider, with the results and records being provided to the Board. Following the examination, Julia Galliher must comply with all recommendations of the provider.
 4. Julia Galliher must attend a Responsible Person (RP) Roundtable.
 5. Julia Galliher shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of

employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Julia Galliher reappear before the Board for possible additional sanctions, including and up to revocation of license.

6. Julia Galliher shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Julia Galliher reappear before the Board for possible additional sanctions, including and up to revocation of license.
7. Julia Galliher must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Julia Galliher to possible additional sanctions, including and up to revocation of license.
8. Julia Galliher must demonstrate satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
9. Julia Galliher must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
10. If reinstatement is not accomplished within three years of the effective date of the Summary Suspension (April 21, 2022), Julia Galliher must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
11. Julia Galliher must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the

monitoring process, of information necessary for those individuals to fulfill their duties.

12. When deemed appropriate by the Board, Julia Galliher must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
13. Julia Galliher must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
14. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
15. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
16. Periods during which Julia Galliher is not in compliance with all terms of suspension shall toll the length of time of suspension during which Julia Galliher was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
17. If Julia Galliher's employment is related to the practice of pharmacy, Julia Galliher must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Julia Galliher holds a professional license or applies for a professional license, all persons who provide Julia Galliher chemical dependency treatment monitoring, and law enforcement and court personnel if Julia Galliher has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
18. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this

Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Julia Galliher's license.

Rich Miller moved for Findings of Fact; Trina Buettner seconded the motion. Motion passed (Aye-8/Nay-0).

Jason George moved for Conclusions of Law; Trina Buettner seconded the motion. Motion passed (Aye-8/Nay-0).

Mindy Ferris moved for Action of the Board; Jeff Huston seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

R-2023-0234

Ms. Buettner 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 *President Wilt* as follows: Buettner-yes; Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

1:03 p.m.

The Board Returned to Public Session and Mr. Griffin provided the Compliance Report.

1:07 p.m.

Mr. Garner provided the OARRS Report.

1:10 p.m.

Ms. Maerten-Moore provided the Legal Report.

1:14 p.m.

Ms. Southard provided the Licensing Report.

1:18 p.m.

Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Kelly Everly – Perrysburg, OH (09113315) to the Board for consideration.

R-2023-0235

Ms. Buettner moved that the Board grant Kelly Everly a one (1) year extension. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0.

1:20 p.m.

Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Ginikachukwu Nwokolo – Blacklick, OH (09109341) to the Board for consideration.

- R-2023-0236** Mr. Grimm moved that the Board grant Ginikachukwu Nwokolo a one (1) year extension. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.
- 1:21 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Minaxibahen Patel – Northfield, OH (09107085) to the Board for consideration.
- R-2023-0237** Ms. Ferris moved that the Board grant Minaxibahen Patel a one (1) year extension. The motion was seconded by Mr. George and approved by the Board: Yes-8, No-0.
- 1:23 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Deborah Riley – Cincinnati, OH (09114088) to the Board for consideration.
- R-2023-0238** Mr. Huston moved that the Board grant Deborah Riley a one (1) year extension. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.
- 1:26 p.m.** Ms. Southard led a discussion on Pharmacy Technician Trainees.
- 1:28 p.m.** Ms. Southard presented a Pharmacist Exam Extension Request from Wayne Kuikahi, Jr. – Canton, OH (03226502) to the Board for consideration.
- R-2023-0239** Mr. Grimm moved that the Board grant Wayne Kuikahi a one (1) year extension. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-8, No-0.
- 1:30 p.m.** Mr. Cathcart provided the Medical Marijuana Report.
- 1:33 p.m.** Mr. McNamee provided the Legislative Report.
- 1:36 p.m.** Mr. McNamee presented a resolution titled *Naloxone Record Keeping Requirements* to the Board for consideration.
- R-2023-0240** Ms. Buettner moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-8, No-0. The following resolution was adopted by the Board:

Naloxone Record Keeping Requirements

The Board hereby suspends all patient-specific record keeping requirements of division 4729:5 of the Administrative Code for personally furnishing or selling naloxone from a site licensed as a terminal distributor of dangerous drugs.

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- 1:39 p.m.** Mr. McNamee provided an update on the Pharmacist Workload Advisory Committee.
- 1:41 p.m.** Mr. McNamee presented rules 4729:5-10 & 4729:5-3-09 – Drug Repository Programs for consideration.
- R-2023-0241** Mr. Huston moved that the Board approve rules 4729:5-10 & 4729:5-3-09 – Drug Repository Programs for filing with CSI and JCARR. The motion was seconded by Mr. Miller and approved by the Board: Yes-8, No-0.
- 1:52 p.m.** Mr. McNamee presented rule 4729:3-3-06 – Immunization Administration to the Board for consideration.
- R-2023-0242** Mr. Miller moved that the Board approve rule 4729:3-3-06 – Immunization Administration for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.
- 1:56 p.m.** Mr. Schierholt provided the Executive Director Report.
- R-2023-0243** Ms. Buettner moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Grimm and a roll-call vote was conducted *President Wilt* as follows: Buettner-yes; Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.
- 3:14 p.m.** The Board recessed for the day.

Tuesday, February 7, 2023

9:04 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:

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

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

9:04 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **B.D., RPh, Pickerington, Ohio.**

R-2023-0244 Ms. Buettner moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Ferris and a roll-call vote was conducted by *President Wilt* as follows: Buettner-yes; Ferris-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes, Miller-yes; and Pfaff-yes.

3:05 p.m. The deliberation ended and the hearing was opened to the public.

R-2023-0245 After votes were taken in public session, the Board adopted the following order in the Matter of **B.D., RPh, Pickerington, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number **A-2022-0515**

In The Matter Of:

B.D., RPh
8717 Ramblewood Court
Pickerington, OH 43147
(SUSPENDED License No. 03-237391)

INTRODUCTION

The Matter of B.D. came for hearing on February 7, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

B.D. was represented by Brandon Smith. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Christina Campolo
2. Sabina Sarnes
3. Michael Seely, PsyD
4. B.D., RPh

Respondent's Witnesses:

1. B.D., RPh

State's Exhibits:

1. Notice Letter
- 1b. Confidential Addendum
2. Request for Hearing
3. Scheduling Order
4. R.C. 4729.16(E) Board Order
5. Report Issued 11/4/2022
6. Statement of Sabrina Sarnes
7. Statement of Cierra Price
8. Statement of Christina Campolo
9. Photos of Respondent at Work
10. Photos of Shelves and Pills On Floor
11. Police Report 8/22/2022
12. Police Report 8/20/2022
13. Records from New Horizon
14. Settlement Agreement Executed 6/16/2022 for Case A2022-0128
15. Notice Letter Case A-2022-0128

16. Statement of Taylor Bagley
17. Acumen Assessments – November 28, 2022 Report
18. Michael Seely, Psy.D., LP Curriculum Vitae

Respondent's Exhibits:

- A. Continuing Education Certificates of Completion
- B. Letters of Support
- C. Letter to the Board from Gabriel Tirado, WCAP Counseling

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. B.D. was employed as a pharmacist and Responsible Person at Newark Pharmacy, located at 57 W. Main Street, Newark, Ohio from on or about July 18, 2022 to on or about August 19, 2022. The following incidents happened at the pharmacy while B.D. was Responsible Person:
 - a. On or about August 9, 2022, staff reported B.D. went to her truck for a break.
 - b. On or about August 12, 2022, it was reported B.D. stated “yeah, your pharmacist has the same problem” after being told a co-worker’s family member is in rehab for alcoholism.
 - c. B.D. repeatedly made comments to her co-workers about drinking alcohol.
2. On or about August 19, 2022, B.D. became upset about an issue at work. She locked herself in the bathroom and cried. B.D.’s employer called her and terminated her employment. B.D. became very angry and shouted, “they want a... reason to fire me, I will give them a reason to fire me.” B.D. knocked two shelves of medication to the floor of the pharmacy. A co-worker called law enforcement, describing her behavior as “unpredictable”. B.D. threw her key on the counter, set the pharmacy alarm while co-workers were inside, and left.
3. Additional Findings of Fact in this matter are contained in Allegation 3 of the attached confidential Addendum A.
4. Additional Findings of Fact in this matter are contained in Allegation 4 of the attached confidential Addendum A.

CONCLUSIONS OF LAW

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

- e. Has been disciplined by the state board of pharmacy pursuant to section 4729.16 of the Revised Code, OAC Rule 4729:1-4-01(B)(2)(l); and
- f. Cannot practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills, OAC Rule 4729:1-4-01(B)(2)(q).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to B.D. on October 13, 2022.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-237391 held by B.D. and such suspension is effective as of the date of the mailing of this Order.

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

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

1. B.D. must comply with Dr. Michael Seely's recommendations as stated in the November 28, 2022 Multidisciplinary Forensic Fitness for Duty Evaluation conducted at Acumen Assessments, and his testimony before the Board on February 7, 2023, including:
 - a. Treatment from a Board-approved psychiatrist including, but not limited to, medication management. Treatment with the psychiatrist shall continue for no less than six months, and until which time the psychiatrist agrees B.D. no longer requires treatment, or for three years, whichever occurs first.
 - b. Participation in Dialectical Behavior Therapy (DBT) treatment, with a Board-approved provider, including both group and individual therapy components. Treatment shall continue for no less than six months.

- c. Compliance with a period of abstinence monitoring in order to rule out the possibility of an alcohol use disorder, for a minimum of six months. If B.D. is unwilling or unable to comply with the period of abstinence, standard terms and conditions related to substance use monitoring, including but not limited to entering into and adhering to a new contract with a Board-approved treatment monitor for a period of not less than five years, will apply.
2. B.D. will enter into and adhere to the terms of a contract with a Board-approved treatment monitor, such as OhioPHP, for a period of not less than six months and, upon signing, submit a copy of the contract to the Board. Following six months, monitoring will continue until a Board-approved psychiatrist agrees treatment is no longer required, or for a period of three years, whichever occurs first. The monitoring contract will comply with the terms of this Order and the monitor will provide quarterly reports to the Board regarding compliance with the terms herein. Additional relevant standard terms and conditions for Board-ordered monitoring contracts will apply.
3. Prior to petitioning for reinstatement, B.D. must include proof, from a Board-approved psychiatrist, of her ability to practice pharmacy with the requisite skill, safety, and competence to the public and herself.
4. B.D.'s inability or unwillingness to comply with the recommendations outlined herein will be considered a violation of this Board Order and considered an indication that her psychological state is insufficiently managed, rendering her unfit to practice pharmacy.
5. If reinstatement is not accomplished within **three years** of the effective date of the Summary Suspension, B.D. must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
6. B.D. must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring providers, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
7. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.

8. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
9. Periods during which B.D. is not in compliance with all terms of suspension shall toll the length of time of suspension during which B.D. was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
10. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of B.D.'s license.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 1b, 4, 5, 11, 12, 13, 17, and Respondent's exhibit: C.

Mr. Grimm moved for Findings of Fact; Ms. Pfaff seconded the motion. Motion passed (Yes- 8; No- 0).

Mr. Grimm moved for Conclusions of Law; Ms. Pfaff seconded the motion. Motion passed (Yes- 7; No- 1, Mr. Goodman).

Mr. Grimm moved for Action of the Board; Ms. Pfaff seconded the motion. Motion passed (Yes- 8; No- 0).

SO ORDERED.

3:18 p.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Michele Hacker., RPh, Hamilton, Ohio**. Mr. Wilt was not present for the matter and Ms. Buettner presided in his place.

3:58 p.m.

The Matter of **Michele Hacker** was tabled until February 8, 2023, and the Board recessed for the day.

Wednesday, February 8, 2023**8:58 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:

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

Also present were Sharon Maerten-Moore, *Chief Legal Counsel*; Michele Bohan, *Associate Legal Counsel*; Zoe Saadey, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

R-2023-0246

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on August 12, 2022, in the matter Edward Folkman (A-2021-0279).

R-2023-0247

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on September 14, 2022, in the matter Clint Pharmaceuticals, Inc. (A-2022-0323).

R-2023-0248

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on May 19, 2022, in the matter Emily Pax (A-2021-0138).

R-2023-0249

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on March 29, 2022, in the matter Lori Ward (A-2020-0475).

R-2023-0250

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on October 6, 2022, in the matter Meran Ritter (A-2022-0275).

R-2023-0251

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on March 29, 2022, in the matter Kieu Okuley (A-2020-0474).

R-2023-0252

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

IN THE MATTER OF:

CASE NO. A-2022-0123**Nicholas John Salomone, RPh****License No. 03-225263**

9834 Agate Street NW

Canal Fulton, OH 44614

**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 Nicholas Salomone, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Nicholas Salomone 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. Nicholas Salomone is a licensed pharmacist in the state of Ohio under license number 03-225263.

FACTS

1. The Board initiated an investigation of Nicholas Salomone, pharmacist license number 03-225263, and Elixir Pharmacy, LLC, related to an error in dispensing.
2. On or about November 7, 2022, the Board sent a Notice of Opportunity for Hearing to Nicholas Salomone, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

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

2. Nicholas Salomone neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 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. Nicholas Salomone agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Nicholas Salomone's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Nicholas Salomone must obtain six hours of approved continuing pharmacy education (.6 CEUs) which may not also be used for license renewal. The .6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Nicholas Salomone's pharmacist license, number 03-225263.
6. Nicholas Salomone agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Nicholas Salomone understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Nicholas Salomone agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Nicholas Salomone waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2023-0253

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

**IN THE MATTER OF:
CASE No. A-2022-0151**

Franciscan Care Center Sylvania
License No. 0274000298
c/o Dr. Rania Fahoury, MD
4111 N. Holland Sylvania Rd.
Toledo, OH 43623

**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 Franciscan Care Center Sylvania for the purpose of resolving all issues between the parties relating to the Board investigation purchase of medical grade oxygen without a Board -issued license. Together, the Board and Franciscan Care Center Sylvania 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. Franciscan Care Center Sylvania is a licensed Terminal Distributor of Dangerous Drugs under license number 0274000298.

FACTS

1. The Board initiated an investigation of Franciscan Care Center Sylvania, Terminal Distributor of Dangerous Drugs license number 0274000298, related to Franciscan Care Center Sylvania's illegal purchase of medical oxygen while operating without a Board-issued license.
2. On or about December 27, 2022, the Board sent a Notice of Opportunity for Hearing to Franciscan Care Center Sylvania 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. Franciscan Care Center Sylvania neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. Franciscan Care Center Sylvania agrees to pay to the Board a monetary penalty the amount of \$100.00. 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 Franciscan Care Center Sylvania 's TDDD license, number 0274000298.
5. Franciscan Care Center Sylvania 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. Franciscan Care Center Sylvania 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 Franciscan Care Center Sylvania 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 Franciscan Care Center Sylvania by the Board and will NOT discharge Franciscan Care Center Sylvania from any obligation under the terms of this Agreement.

7. Franciscan Care Center Sylvania agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Franciscan Care Center Sylvania 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 Franciscan Care Center Sylvania will operate.
10. Franciscan Care Center Sylvania 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-2023-0254

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

**IN THE MATTER OF:
CASE No. A-2022-0180**

**We Care Medical Otterbein Union Township
License No. 022580850
c/o Emily Lanning
1114 Neighborhood Drive
Batavia, Ohio 45103**

**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 We Care Medical Otterbein Union Township (We Care Medical) for the purpose of resolving all issues between the parties relating to the Board's investigation of purchases of medical grade oxygen by We Care Medical while operating without a Board-issued license. Together, the Board and We Care Medical 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. We Care Medical is a licensed Terminal Distributor of Dangerous Drugs under license number 022580850.

FACTS

1. The Board initiated an investigation of We Care Medical, Terminal Distributor of Dangerous Drugs license number 022580850, related to We Care Medical's purchase of medical grade oxygen without a Board-issued license.
2. On or about December 29, 2022, the Board sent a Notice of Opportunity for Hearing to We Care Medical, 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. We Care Medical neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. We Care Medical agrees to pay to the Board a monetary penalty the amount of \$350. 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 We Care Medical's TDDD license, number 022580850.
5. We Care Medical 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. We Care Medical 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 We Care Medical 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 We Care Medical by the Board and will NOT discharge We Care Medical from any obligation under the terms of this Agreement.
7. We Care Medical agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. We Care Medical 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 We Care Medical will operate.
 10. We Care Medical 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-2023-0255

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

**IN THE MATTER OF:
CASE No. A-2022-0181**

**Fitzsimmons Hospital Services
License No. 022660100
c/o Dale Bemis
8131 Uehling Lane
Huber Heights, Ohio 45424**

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 Fitzsimmons Hospital Services for the purpose of resolving all issues between the parties relating to the Board investigation of sales of medical grade oxygen, a dangerous drug, to an unlicensed entity. Together, the Board and Fitzsimmons Hospital Services 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. Fitzsimmons Hospital Services is a licensed Terminal Distributor of Dangerous Drugs under license number 022660100.

FACTS

1. The Board initiated an investigation of Fitzsimmons Hospital Services, Terminal Distributor of Dangerous Drugs license number 022660100, related to Fitzsimmons Hospital Services' sales of medical grade oxygen, a dangerous drug, to an unlicensed entity.
2. On or about December 29, 2022, the Board sent a Notice of Opportunity for Hearing to Fitzsimmons Hospital Services, 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.

TERM

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. Fitzsimmons Hospital Services neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. Fitzsimmons Hospital Services agrees to pay to the Board a monetary penalty the amount of \$175. 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 Fitzsimmons Hospital Services' TDDD license, number 022660100.
5. Fitzsimmons Hospital Services 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. Fitzsimmons Hospital Services 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 Fitzsimmons Hospital Services 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 Fitzsimmons Hospital Services by the Board and will NOT discharge Fitzsimmons Hospital Services from any obligation under the terms of this Agreement.
7. Fitzsimmons Hospital Services agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Fitzsimmons Hospital Services 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 Fitzsimmons Hospital Services will operate.
10. Fitzsimmons Hospital Services 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-2023-0256

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

**IN THE MATTER OF:
CASE NO. A-2021-0391**

VistaPharm, Inc.
License No. 01-2654650
c/o Marcelino Rodriguez
13701 66th Street, North
Largo, FL 33771

**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 VistaPharm, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of the failure to report sales of controlled substances into Ohio. Together, the Board and VistaPharm, 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. VistaPharm, Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2654650, which lists Marcelino Rodriguez, as the Responsible Person.

FACTS

1. The Board initiated an investigation of VistaPharm, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-2654650, related to VistaPharm, Inc.'s failure to report sales of controlled substances into Ohio.
2. On or about February 23, 2022, the Board sent a Notice of Opportunity for Hearing to VistaPharm, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about March 24, 2022, VistaPharm, Inc., through counsel Delia Deschaine, timely requested an administrative hearing, which was scheduled for June 7, 2022. The matter was continued for settlement negotiations and subsequently scheduled for January 10, 2023.

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. VistaPharm, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 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. VistaPharm, Inc. agrees to pay to the Board a monetary penalty in the amount of \$10,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on VistaPharm, Inc.'s WDDD license, number 01-2654650
5. VistaPharm, 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. VistaPharm, 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 VistaPharm, 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 VistaPharm, Inc. by the Board and will NOT discharge VistaPharm, Inc. from any obligation under the terms of this Agreement.
7. VistaPharm, 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. VistaPharm, 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 VistaPharm, Inc. will operate.
10. VistaPharm, Inc. explicitly withdraws its request for 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-2023-0257

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

**IN THE MATTER OF:
CASE NO. A-2020-0619
A-2020-0725**

**Patrick Acheampong
License No. 03-331569
3084 Omega Drive
Columbus, OH 43231**

**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 Patrick Acheampong, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the minimum standards for a Terminal Distributor of Dangerous Drugs not being maintained. Together, the Board and Patrick Acheampong 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. Patrick Acheampong is a licensed pharmacist in the state of Ohio under license number 03-331569.

3. Patrick Acheampong is the Responsible Person of GoodMed Pharmacy, located at 3433 Agler Road, Suite 1150, Columbus, Ohio 43219.

FACTS

1. The Board initiated an investigation of Patrick Acheampong, pharmacist license number 03-331569, and Refill RX, LLC, related to the minimum standards for a Terminal Distributor of Dangerous Drugs not being maintained.
2. On or about July 26, 2022, the Board sent a Notice of Opportunity for Hearing to Patrick Acheampong, 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. Due to on-going settlement negotiations, an administrative hearing was not scheduled.

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. Patrick Acheampong neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 26, 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. Patrick Acheampong agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Patrick Acheampong'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. Patrick Acheampong must obtain nine hours of approved continuing pharmacy education (0.9 CEUs) which may not also be used for license renewal. The 0.9 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

5. Patrick Acheampong may not serve as a responsible pharmacist for five years from the effective date of this Order.
6. The Board hereby imposes a written reprimand on Patrick Acheampong's pharmacist license, number 03-331569.
7. Patrick Acheampong agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Patrick Acheampong understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Patrick Acheampong 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.
10. Patrick Acheampong waives 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-2023-0258

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

**IN THE MATTER OF:
CASE No. A-2021-0531
I-2021-0394**

**Senior Pharmacy Services
License No. 02-2179300**
c/o Ho Lee, RPh
34099 Melinz Parkway, Unit J
Eastlake, Ohio, 44095

**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 Senior Pharmacy Services 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 Senior Pharmacy Services 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. Senior Pharmacy Services is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2179300.

FACTS

1. The Board initiated an investigation of Senior Pharmacy Services, Terminal Distributor of Dangerous Drugs license number 02-2179300, related to Senior Pharmacy Services illegal sales of dangerous drug, including controlled substances, to an unlicensed entity.
2. On or about August 31, 2022, the Board sent a Notice of Opportunity for Hearing to Senior Pharmacy Services, 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. Senior Pharmacy Services 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.
3. Senior Pharmacy Services agrees to pay to the Board a monetary penalty 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 acknowledges that Senior Pharmacy Services self-disclosed its oversight to apply for a TDDD License with respect to an emergency E-Kit located at Wesley Woods at New Albany Skilled Nursing Facility.
5. Senior Pharmacy Services 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. Senior Pharmacy Services 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 Senior Pharmacy Services 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 Senior Pharmacy Services by the Board and will NOT discharge Senior Pharmacy Services from any obligation under the terms of this Agreement.
7. Senior Pharmacy Services agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Senior Pharmacy Services 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 Senior Pharmacy Services will operate.
10. Senior Pharmacy Services 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-2023-0259

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

**IN THE MATTER OF:
CASE No. A-2021-0530
I-2021-0394**

**Senior Pharmacy Services (at Wesley Woods)
License No. 02-3800845
c/o Ho Lee, RPh
4588 Senior Pharmacy Services Blvd
New Albany, Ohio, 43054**

**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 Senior Pharmacy Services (at Wesley Woods) 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 Senior Pharmacy Services (at Wesley Woods) 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. Senior Pharmacy Services (at Wesley Woods) is a licensed Terminal Distributor of Dangerous Drugs under TDDD license number 02-38000845.

FACTS

1. The Board initiated an investigation of Senior Pharmacy Services, Terminal Distributor of Dangerous Drugs license number 02-38000845, related to Senior Pharmacy Services illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about October 5, 2022, the Board sent a Notice of Opportunity for Hearing to Senior Pharmacy Services, 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. Senior Pharmacy Services neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 5, 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. Senior Pharmacy Services agrees to pay to the Board a monetary penalty 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 acknowledges that Senior Pharmacy Services self-disclosed its oversight to apply for a TDDD License with respect to an emergency E-Kit located at Wesley Woods at New Albany Skilled Nursing Facility.
5. Senior Pharmacy Services 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. Senior Pharmacy Services 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 Senior Pharmacy Services 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 Senior Pharmacy Services by the Board and will NOT discharge Senior Pharmacy Services from any obligation under the terms of this Agreement.
7. Senior Pharmacy Services agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Senior Pharmacy Services 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 Senior Pharmacy Services will operate.
10. Senior Pharmacy Services 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-2023-0260

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

**IN THE MATTER OF:
CASE NO. A-2021-0184**

Respondent
License No. 01-1528550
c/o Jonathan Groseth
3820 Twin Creeks Drive
Columbus, Ohio 43204

**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 Covetrus North America, for the purpose of resolving all issues between the parties relating to the Board investigation of reporting into the Ohio Automated Rx Reporting System (OARRS). Together, the Board and Covetrus North America 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. Covetrus North America, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1528550, which lists Jonathan Groseth, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Covetrus North America, Wholesaler Distributor of Dangerous Drugs License No. 01-1528550, related to Covetrus North America's reporting into OARRS.
2. On or about June 17, 2022, the Board sent a Notice of Opportunity for Hearing to Covetrus North America, 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 July 18, 2022, Covetrus North America, timely requested an administrative hearing, which was subsequently scheduled for December 7, 2022 and continued to a future date to continue settlement negotiations. This matter was settled prior to hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Covetrus North America neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 17, 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. Covetrus North America agrees to pay to the Board a monetary penalty in the amount of \$6,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Board hereby imposes a written reprimand on Covetrus North America's WDDD license, number 01-1528550.
5. Covetrus North America 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. Covetrus North America 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 Covetrus North America 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 Covetrus North America by the Board and will NOT discharge Covetrus North America from any obligation under the terms of this Agreement.
7. Covetrus North America agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Covetrus North America 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 Covetrus North America will operate.
10. Covetrus North America explicitly withdraws its request for 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-2023-0261

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

**IN THE MATTER OF:
CASE NO. A-2022-0421**

**Sheri Sponsler, RPh
License No. 03-314525
224 N. Glendale
Kenton, Ohio 43326**

**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 Sheri Sponsler, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of three employees performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Sheri Sponsler 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. Sheri Sponsler is a licensed pharmacist in the state of Ohio under license number 03-314525.
3. Sheri Sponsler is the Responsible Person and owner of Arlington Pharmacy, LTD, located at 106 N. Main Street, Arlington, Ohio.

FACTS

1. The Board initiated an investigation of Sheri Sponsler, pharmacist license number 03-314525, related to three employees of Arlington Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about November 7, 2022, the Board sent a Notice of Opportunity for Hearing to Sheri Sponsler, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Sheri Sponsler neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 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. Sheri Sponsler agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Sheri Sponsler'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. Sheri Sponsler must obtain three hours of approved continuing pharmacy education (0.3 CEUs) which may not also be used for license renewal. The 0.3 CEUs must be completed within six months from the effective date of this Agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Sheri Sponsler must attend the "Responsible Person Roundtable". The Roundtable must be completed within six months from the

effective date of this Agreement. A copy of the completed course must be e-mailed to legal@pharmacy.ohio.gov.

6. The Board hereby imposes a written reprimand on Sheri Sponsler's pharmacist license, number 03-314525.
7. Sheri Sponsler agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Sheri Sponsler understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Sheri Sponsler agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
10. Sheri Sponsler waives 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-2023-0262

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

**IN THE MATTER OF:
Case No. A-2021-0527
I-2021-1456**

Terri Whitt
Registration No. 09-316580
6675 Selma Rd.
South Charleston, OH 45368-8624

**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 Terri Whitt for the purpose of resolving all issues between the parties relating to the Board investigation of working at Madison Avenue Pharmacy, located at 640 N. Fountain Ave, without a valid registration as a pharmacy technician. Together, the Board and Terri Whitt are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Terri Whitt is a certified pharmacy technician in the state of Ohio under registration number 09-316850.

FACTS

1. The Board initiated an investigation of Terri Whitt, certified pharmacy technician, registration number 09-316850, related to Terri Whitt's working as a pharmacy technician at Madison Avenue Pharmacy without maintaining a valid registration as a pharmacy technician.
2. On or about August 11, 2022, the Board sent a Notice of Opportunity for Hearing to Terri Whitt which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Terri Whitt neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 11, 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. Terri Whitt agrees to pay to the Board the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Terri Whitt's technician registration, number 09-316850.
5. Terri Whitt agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Terri Whitt understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Terri Whitt agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Terri Whitt waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0263

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

**IN THE MATTER OF:
Case No. A-2022-0274**

**Adonis Julio Vergara, RPh
License No. 03-236821
6604 Westbury Drive
Dublin, OH 43016**

**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 Adonis Vergara, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing duties of pharmacy technicians without obtaining and/or maintaining appropriate registrations with the Board. Together, the Board and Adonis Vergara 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 Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Adonis Vergara is a licensed pharmacist in the state of Ohio under license number 03-236821.
3. Adonis Vergara was, at the time the conduct occurred, the Responsible Person of PharmScript of OH, LLC, located at 1685 Westbelt Drive, Columbus, Ohio.

FACTS

1. The Board initiated an investigation of Adonis Vergara, pharmacist license number 03-236821, related to employees performing duties of pharmacy technicians without obtaining and/or maintaining appropriate registrations with the Board.
2. On or about October 6, 2022, the Board sent a Notice of Opportunity for Hearing to Adonis Vergara, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Adonis Vergara neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 6, 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. Adonis Vergara agrees to pay to the Board a monetary penalty in the amount of \$750. This fine will be attached to Adonis Vergara'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. Adonis Vergara must obtain ten (10) hours of approved continuing pharmacy education which may not also be used for license renewal. The ten hours must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Adonis Vergara's pharmacist license, number 03-236821.

6. Nothing in this Agreement shall prohibit Adonis Vergara from serving as a pharmacy's Responsible Person.
7. Adonis Vergara agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Adonis Vergara understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Adonis Vergara 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.
10. Adonis Vergara explicitly waives 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-2023-0264

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

IN THE MATTER OF:

CASE NO. A-2022-0273

Pharmscript of OH, LLC
License No. 02-2857550
c/o Adam Roorda, RPh
1685 Westbelt Drive
Columbus, OH 43228

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 Pharmscript of OH, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of multiple technicians working without proper registration by the Board. Together, the Board and Pharmscript of OH, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Pharmscript of OH, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2857550.

FACTS

1. The Board initiated an investigation of Pharmscript of OH, LLC, Terminal Distributor of Dangerous Drugs license number 02-2857550, related to Pharmscript of OH, LLC's allowing pharmacy technicians to work without proper licensing by the Board.
2. On or about October 6, 2022, the Board sent a Notice of Opportunity for Hearing to Pharmscript of OH, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about November 2, 2022, Pharmscript of OH, LLC, timely requested an administrative hearing, which was subsequently scheduled for February 8, 2023.

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. Pharmscript of OH, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 6, 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. Pharmscript of OH, LLC agrees to pay to the Board a monetary penalty the amount of \$5,000. 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 Pharmscript of OH, LLC's TDDD license, number 02-2857550.
5. Pharmscript of OH, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Pharmscript of OH, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Pharmscript of OH, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Pharmscript of OH, LLC by the Board and will NOT discharge Pharmscript of OH, LLC from any obligation under the terms of this Agreement.
7. Pharmscript of OH, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Pharmscript of OH, LLC 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 Pharmscript of OH, LLC will operate.
10. Pharmscript of OH, LLC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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-2023-0265

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

**IN THE MATTER OF:
Case No. A-2022-0425**

**UC Medical Center - Hoxworth Pharmacy
License No. 02-1450350
c/o Amber Lynn Dalhover, RPh
3130 Highland Avenue
Cincinnati, Ohio 45219**

**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 UC Medical Center - Hoxworth Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a certified pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and UC Medical Center - Hoxworth 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. UC Medical Center - Hoxworth Pharmacy has an active TDDD license with the Board under license number 02-1450350, which lists Amber Lynn Dalhover, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of UC Medical Center - Hoxworth Pharmacy, TDDD license number 02-1450350, related to an employee performing duties of a certified pharmacy technician without maintaining appropriate registration with the Board.
2. On or about January 25, 2023, the Board sent a Notice of Opportunity for Hearing to UC Medical Center - Hoxworth 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. UC Medical Center - Hoxworth Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 25, 2023; however, the Board has evidence sufficient

to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. UC Medical Center - Hoxworth Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to UC Medical Center - Hoxworth 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 UC Medical Center - Hoxworth Pharmacy's TDDD license, number 02-1450350.
5. UC Medical Center - Hoxworth 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. UC Medical Center - Hoxworth 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 UC Medical Center - Hoxworth 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 UC Medical Center - Hoxworth Pharmacy by the Board and will NOT discharge UC Medical Center - Hoxworth Pharmacy from any obligation under the terms of this Agreement.
7. UC Medical Center - Hoxworth 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. UC Medical Center - Hoxworth 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 UC Medical Center - Hoxworth Pharmacy will operate.

10. UC Medical Center - Hoxworth 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-2023-0266

Mr. George moved that the January 10, 2023, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

R-2023-0267

Mr. George moved that the January 10-11, 2023, Board Meeting Minutes be approved as written. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

R-2023-0268

Mr. George moved that the January 18, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

R-2023-0269

Mr. George moved that the January 25, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Ms. Buettner and approved by the Board: Yes-8, No-0.

9:01 a.m.

The Board recessed.

9:09 a.m.

The Board returned to public session and was joined by Assistant Attorney General Henry Appel to continue an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the

Matter of **Michele Hacker., RPh, Hamilton, Ohio.** Mr. Wilt was not present for the matter and Ms. Buettner presided in his place.

R-2023-0270

Mr. Grimm moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision,* et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Huston and 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.

9:28 a.m.

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

R-2023-0271

After votes were taken in public session, the Board adopted the following order in the Matter of **Michele Hacker., RPh, Hamilton, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0369)

In The Matter Of:

Michele Hacker, RPh

5272 Stallion Ct.

Hamilton, OH 45011

License No. 03-216483

INTRODUCTION

The Matter of Michele Hacker, RPh, came for hearing on Tuesday and Wednesday, February 7 and 8, 2023, 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; Absent.

Michele Hacker was represented by William Dulaney. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Michele Hacker

Respondent's Witnesses:

1. Michele Hacker
2. Amy Wildermuth
3. Cynthia Yu

State's Exhibits:

- 1a. Original Amended Notice Letter
- 1b. Confidential Addendum
2. Board Order
3. Request for Reinstatement
4. Scheduling Order

Respondent's Exhibits:

- A. Michele Hacker Recovery Statement
- B. Pharmacists Rehabilitation Organization Inc. ("PRO") Dated: January 31, 2021
- C. Hacker PRO Participant Summary Date Range: 02/16/2022 to 12/31/2022
- D. Hacker PRO ("OHPRO") Substance Screening Results from Vault Health Test Dates: 03/11/2022 to 12/20/2022
- E. Lionrock Recovery Letters of Treatment Outline and Successful Completion of Treatment Dated: June 2, 2022
- F. Letter Of Recommendation – Amy D. Wildermuth R.PH Dated January 11, 2023
- G. Letter Of Recommendation – Cynthia Yu, R.PH Dated January 15, 2023
- H. Michele Hacker – List of Continuing Education
- I. Michele Hacker Record of Meeting Attendance: February 2022 to January 2023
- J. Letter from Andy Pierron, Dated February 7, 2023

FINDINGS OF FACT & DECISION OF THE BOARD

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Michele Hacker has substantially complied with the

terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2021-0369, dated January 18, 2022.

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. 03-216483, held by Michele Hacker to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Michele Hacker must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Michele Hacker should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Michele Hacker to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - j. Random, **observed** urine drug screens shall be conducted at least once each month.
 - k. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - l. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - m. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - n. In the event of a negative diluted screen, a hair sample test must be completed at the cost of Michele Hacker in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.

6. Michele Hacker must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Michele Hacker holds a professional license or applies for a professional license, and all persons who provide Michele Hacker chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Michele Hacker must meet at least annually with the Board's Probation Committee, the first meeting to be held February 2024. Additional periodic appearances may be requested.
 - b. The State of Ohio Board of Pharmacy hereby declares that Michele Hacker'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.
 - c. Michele Hacker must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - d. Michele Hacker may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Michele Hacker may not engage in a consult agreement, unless approved by the board.
 - f. Michele Hacker may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Michele Hacker may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - h. Michele Hacker must not violate the drug laws of Ohio, any other state, or the federal government.

- i. Michele Hacker must abide by the rules of the State of Ohio Board of Pharmacy.
 - j. Michele Hacker must comply with the terms of this Order.
 - k. Michele Hacker's license is deemed not in good standing until successful completion of the probationary period.
 - l. Michele Hacker must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
8. When deemed appropriate by the Board, Michele Hacker must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 9. Michele Hacker 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.
 10. Michele Hacker 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 Michele Hacker to possible additional sanctions, including and up to revocation of license.
 11. 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 Michele Hacker's license.
 12. Periods during which Michele Hacker 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 Michele Hacker.

Further, the Board hereby grants the parties' Motions to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibit: 1b and Michele Hacker's exhibits: D, E and I.

Ms. Pfaff moved for Findings of Fact and Decision of the Board; Mr. Huston seconded the motion. Motion passed (Yes- 8/ No- 0).

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

9:31 a.m.

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

R-2023-0272

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

10:00 a.m.

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

R-2023-0273

After votes were taken in public session, the Board adopted the following order in the Matter of **Darrel Dunker, RPh, Cincinnati, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0339)

In The Matter Of:

Darrel Dunker, RPh

7770 Foxtrail Lane

Cincinnati, Ohio 45255

(License No. 03-118892)

INTRODUCTION

The Matter of Darrel Dunker came for hearing on February 8, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, Presiding; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; Victor Goodman, Public Member; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Darrel Dunker was represented by Zachary Swisher. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Darrel Dunker

Respondent's Witnesses:

1. Darrel Dunker

State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order
4. Request for Reinstatement

Respondent's Exhibits:

- A. PRO Contract
- B. PRO Participant Summary
- C. PRO Meeting Documentation
- D. AA Meeting Documentation
- E. Letter of Support from James McClure
- F. Letter of Support from Jason Perrmann
- G. Letter of Support from Alice Temming
- H. Treatment Plan
- I. Letter of Support from Barney Dotson 1-23-22
- J. Letter from Andy Pierron (Initial Letter)
- K. Patient Ledger
- L. AA Meeting Documentation
- M. Letter of Andy Pierron 1-8-23
- N. PRO Chart Export Drug Screen
- O. PRO Participant Summary Report
- P. PRO Self Report Forms (4)
- Q. AA Meeting Documentation, March 2022-January 2023
- R. Letter of Support from Barney Dotson, PRO advocate 1-31-23

FINDINGS OF FACT & DECISION OF THE BOARD

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Darrel Dunker has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2021-0339 dated February 15, 2022.

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. 03-118892, held by Darrel Dunker to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Darrel Dunker must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Darrel Dunker should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Darrel Dunker to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, **observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of Darrel Dunker in a timeframe consistent with the drug lab's

recommended policy, but in any event no later than 12 days after the negative diluted screen.

- f. Darrel Dunker must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
 3. Darrel Dunker shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Darrel Dunker reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Darrel Dunker 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 Darrel Dunker reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Darrel Dunker must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Darrel Dunker's progress towards recovery and what Darrel Dunker has been doing during the previous three months, and

- c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
6. Darrel Dunker must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Darrel Dunker holds a professional license or applies for a professional license, and all persons who provide Darrel Dunker chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Darrel Dunker must meet at least annually with the Board's Probation Committee, the first meeting to be held February 2024. Additional periodic appearances may be requested.
 - b. The State of Ohio Board of Pharmacy hereby declares that Darrel Dunker'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.
 - c. Darrel Dunker must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - d. Darrel Dunker may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Darrel Dunker may not engage in a consult agreement, unless approved by the board.
 - f. Darrel Dunker may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Darrel Dunker may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.

- h. Darrel Dunker must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Darrel Dunker must abide by the rules of the State of Ohio Board of Pharmacy.
 - j. Darrel Dunker must comply with the terms of this Order.
 - k. Darrel Dunker's license is deemed not in good standing until successful completion of the probationary period.
 - l. Darrel Dunker must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
8. When deemed appropriate by the Board, Darrel Dunker must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
9. Darrel Dunker 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.
10. Darrel Dunker 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 Darrel Dunker to possible additional sanctions, including and up to revocation of license.
11. 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 Darrel Dunker's license.
12. Periods during which Darrel Dunker 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 Darrel Dunker.

Further, the Board hereby grants the parties' Motion to Redact the Record in this matter including, but not limited to, all confidential patient health information and personal identifying information (social security number) contained in the record, specifically Respondent's Exhibit B.

Further, the Board hereby grants Darrel Dunker's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Darrel Dunker's exhibits: B, D, H, K, L, Q, and P.

Mr. Miller moved for Findings of Fact and Decision of the Board; Mr. Huston seconded the motion. Motion passed (Yes - 8/No - 0).

SO ORDERED.

R-2023-0274

After votes were taken in public session, the Board adopted the following order in the **ICM Ventures LLC, Cincinnati, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER

(Case Number A-2022-0289)

IN THE MATTER OF:
ICM Ventures LLC
c/o Jennifer Garberich, Registered Agent
ACFB Incorporated
200 Public Square, Suite 2300, Cleveland, OH 44114
Application No.: SU494
Application District: Southwest-1
Application Dispensary Address: 6136 Glenway Ave., Cincinnati, OH
45211

INTRODUCTION

Respondent ICM Ventures LLC (ICM) came for a hearing before Hearing Examiner Keith Golden on Tuesday, August 30, 2022. On Wednesday, February 8, 2023, the State of Ohio Board of Pharmacy (Board) considered the matter before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained from the vote.

Respondent was represented by Thomas G. Haren and Patrick A. Walsh, Frantz Ward LLP. The State of Ohio was represented by Henry G. Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the entire administrative record in this matter, consisting of the following items:

- 1) Notice of Opportunity of Hearing/Notice of Intent to Deny Application, dated May 17, 2022, attached hereto as Exhibit 1;
- 2) Proof of Service, dated May 19, 2022;
- 3) Notice of Request for Hearing, filed May 26, 2022;
- 4) Acknowledgement of Hearing Request and Appointment of Hearing Examiner, dated June 1, 2022;
- 5) Order, filed June 7, 2022;
- 6) Proof of Service, dated June 3, 2022;
- 7) State's Motion to Reschedule Hearing, filed July 8, 2022;
- 8) Amended Scheduling Order, filed July 9, 2022;
- 9) ICM Ventures LLC's Request for Subpoena Duces Tecum, filed July 22, 2022;

- 10) ICM Ventures LLC's Request for Subpoena Ad Testificandum, filed July 22, 2022;
- 11) ICM Ventures LLC's Notice of Appearance, filed July 22, 2022;
- 12) ICM Ventures LLC's List of Anticipated Witnesses and Exhibits, filed August 16, 2022;
- 13) State's Witness and Exhibit List, filed August 23, 2022, which included the following Exhibits:
 1. Photographs
- 14) ICM Ventures LLC's Motion for Preliminary Ruling on the Burden of Proof and Order of Proceeding, filed August 23, 2022;
- 15) Joint Exhibits, filed August 29, 2022, which included the following Exhibits:
 1. RFAII Presentation
 2. FAQ from April 2021
 3. Request for Applications/Instructions
 4. Application (preview)
 5. Q&A Round 1
 6. Q&A Round 2
 7. Number of Applications Received by District
 8. Drawing Results
 9. FAQ from January 2022
 10. List of Provisional Dispensary Licenses
 11. Summary of PDLs Awarded
 12. Presentation from May 2022
 13. FAQ from May 2022
 14. Notice Letter
 15. Request for Hearing
 16. First Hearing Letter
 17. Scheduling Order
 18. Application (without attachments or section B)
 19. Site Specific Plan (Attached to Application)
 20. 500 Foot Survey (Attached to Application)
 21. Request for Clarification – 3/6/2022
 22. Response to Request for Clarification – 3/10/2022
 23. Response to Request for Clarification – 3/15/2022
 24. Attachment 1 to Response to Request for Clarification- 3/15/2022
 25. Attachment 2 to Response to Request for Clarification - 3/15/2022
 26. Request for Clarification – 4/6/2022
 27. Response to Request for Clarification – 4/15/2022
 28. Attachment 1 to Response to Request for Clarification – 4/15/2022
 29. Request for Clarification – 4/18/2022
 30. Response to Request for Clarification – 4/15/2022
 31. Response to Request for Clarification – 4/27/2022

32. Attachment 1 to Response to Request for Clarification – 4/27/2022
 33. Attachment 2 to Response to Request for Clarification – 4/27/2022
-
- 12) State’s Response to Motion for Preliminary Ruling, filed August 29, 2022;
 - 13) State’s Prehearing Brief, filed August 29, 2022;
 - 14) ICM Ventures LLC and the State of Ohio Board of Pharmacy’s Stipulated Facts, filed August 30, 2022;
 - 15) Order, filed August 31, 2022;
 - 16) Transcript of Proceedings, filed September 8, 2022;
 - 17) State’s Written Closing, filed October 7, 2022;
 - 18) ICM Ventures LLC’s Closing Brief, filed October 7, 2022;
 - 19) Order, filed October 10, 2022;
 - 20) Report and Recommendation, filed January 8, 2023, attached hereto as Exhibit 2;
 - 21) Proof of Service, filed January 19, 2023;
 - 22) Objections of Applicant ICM Ventures, LLC to the Report and Recommendation of Hearing Examiner, filed January 20, 2023.

DECISION OF THE BOARD

After thorough review of the administrative record and the objections filed by ICM Ventures, LLC, the Board hereby confirms and approves in its entirety Hearing Examiner Golden’s Report and Recommendation, attached hereto as Exhibit 2, as it relates to the Board’s May 17, 2022 Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License to ICM Ventures, LLC, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the submitted application number SU494 was not complete because, under Ohio Adm.Code 3796:6-2-02(B)(7)(e), ICM Ventures, LLC was required to submit a site-specific floor plan including and identifying “an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made pursuant to a standard operating procedure approved by the board.” The floor plan submitted with application number SU494 and the clarification responses submitted in response to the Board’s request failed to include and identify “an enclosed delivery bay or other equally secured delivery area” that meets the requirements of Ohio Adm.Code 3796:6-3-06(D). Accordingly, ICM Ventures, LLC has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-04(B) in order to be awarded a provisional dispensary license by the Board.

The Board confirms and approves in its entirety the Report and Recommendation of Hearing Examiner Golden, and denies ICM Ventures, LLC's application, Application No. SU494, for a provisional dispensary license.

Mr. George moved to confirm and approve the Hearing Examiner's Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's recommendation; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0275

After votes were taken in public session, the Board adopted the following order in the **Big Perm's Dispensary Ohio, Cleveland, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0228)

IN THE MATTER OF:
Big Perm's Dispensary Ohio
c/o Rocket Lawyer Corporate Services, LLC, Registered Agent
ATTN: Leticia Herrera
4568 Mayfield Rd., #204, Cleveland, OH 44121
Application No.: WQ664
Application District: Southwest-1
Application Dispensary Address: 6 W. 4th St., Cincinnati, OH 45202

INTRODUCTION

Respondent Big Perm's Dispensary Ohio (Big Perm) came for a hearing before Hearing Examiner Margaret Brewer on Thursday, October 20, 2022. On Wednesday, February 8, 2023, the State of Ohio Board of Pharmacy (Board)

considered the matter before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained from the vote.

Respondent was represented by Thomas G. Haren and Patrick A. Walsh, Frantz Ward LLP. The State of Ohio was represented by Henry G. Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the entire administrative record in this matter, consisting of the following items:

- 1) Notice of Opportunity of Hearing/Notice of Intent to Deny Application, dated May 17, 2022, attached hereto as Exhibit 1;
- 2) USPS Tracking Results and Proof of Service, dated May 19, 2022;
- 3) Notice of Request for Hearing, filed May 24, 2022;
- 4) Acknowledgement of Hearing Request and Appointment of Hearing Examiner, dated May 26, 2022;
- 5) Administrative Order Setting Hearing, filed May 31, 2022;
- 6) Big Perm's Dispensary of Ohio, LLC's Request for Subpoena Duces Tecum, filed July 22, 2022;
- 7) Big Perm's Dispensary of Ohio, LLC's Request for Subpoena Ad Testificandum, filed July 22, 2022;
- 8) Big Perm's Dispensary of Ohio, LLC's Notice of Appearance, filed July 22, 2022;
- 9) Big Perm's Dispensary of Ohio, LLC's List of Anticipated Witnesses and Exhibits, filed August 8, 2022;

10) State's Witness and Exhibit List, filed August 9, 2022, and Corrected Witness and Exhibit List, filed August 17, 2022, which included the following Exhibits:

1. Photographs
2. Site Plan for Seven Legendz Fountain Square, LLC

11) Joint Exhibits, filed August 9, 2022, which included the following Exhibits:

1. RFAI Presentation
2. FAQ from April 2021
3. Request for Applications/Instructions
4. Application (preview)
5. Q&A Round 1
6. Q&A Round 2
7. Number of Applications Received by District
8. Drawing Results
9. FAQ from January 2022
10. List of Provisional Dispensary Licenses
11. Summary of PDLs Awarded
12. Presentation from May 2022
13. FAQ from May 2022
14. Notice Letter
15. Request for Hearing
16. First Hearing Letter
17. Scheduling Order
18. Application (without attachments or section B)
19. Site Specific Plan (Attached to Application)
20. 500 Foot Survey (Attached to Application)
21. Request for Clarification Sent March 6, 2022
22. Response to First Request for Clarification Sent March 15, 2022
23. Second Request for Clarification Sent April 6, 2022
- 24a. Response to Second Request for Clarifications Sent April 16, 2022
- 24b. Standard Operating Procedure (attached to April 16, 2022 Second Request for Clarifications)
- 24c. Opinion of Timothy Dimoff (attached to April 16, 2022 Second Request for Clarifications)
25. Second Response to Second Request for Clarifications

12) Big Perm's Dispensary of Ohio, LLC Motion for Preliminary Ruling on the Burden of Proof and Order of Proceedings, filed August 16, 2022;

13) Administrative Continuance Order, filed August 22, 2022;

14) Big Perm's Dispensary of Ohio, LLC and the State of Ohio Board of Pharmacy's Stipulated Facts, filed October 20, 2022;

15) State's Exhibit 3, Purchase Agreement, filed October 20, 2022;

- 16) Transcript of Proceedings, filed November 7, 2022;
- 17) Big Perm's Dispensary of Ohio, LLC Closing Brief, filed November 14, 2022;
- 18) State's Written Closing, filed November 14, 2022;
- 19) State's Reply to Big Perm's Written Closing, filed November 21, 2022;
- 20) Reply of Big Perm's Dispensary of Ohio, LLC, filed November 21, 2022;
- 21) Report and Recommendation, filed December 21, 2022, attached hereto as Exhibit 2;
- 22) Grant of Extension of Time to File Objections to Report and Recommendation, filed December 22, 2022;
- 23) USPS Tracking, delivered December 29, 2022;
- 23) Objections of Applicant Big Perm's Dispensary of Ohio, LLC to the Report and Recommendation of Hearing Examiner, filed January 13, 2022.

DECISION OF THE BOARD

After thorough review of the administrative record and the objections filed by Big Perm's Dispensary of Ohio, LLC, the Board hereby confirms and approves in its entirety Hearing Examiner Brewer's Report and Recommendation, attached hereto as Exhibit 2, as it relates to the Board's May 17, 2022 Notice of Opportunity for Hearing/Notice of Intent to Deny Medical Marijuana Dispensary License to Big Perm's Dispensary of Ohio, LLC, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the submitted application number WQ664 was not complete because, under Ohio Adm.Code 3796:6-2-02(B)(7)(e), Big Perm was required to submit a site-specific floor plan including and identifying "an enclosed delivery bay or other equally secured delivery area as approved by the board where medical marijuana deliveries will be made pursuant to a standard operating procedure approved by the board." The floor plan submitted with application number WQ664 and the clarification responses submitted in response to the Board's request failed to include and identify "an enclosed delivery bay or other equally secured delivery area" that meets the requirements of Ohio Adm.Code 3796:6-3-06(D). Accordingly, Big Perm has not demonstrated compliance with Revised Code Chapter 3796 and the administrative rules promulgated thereunder, as required by Ohio Adm.Code 3796:6-2-04(B) in order to be awarded a provisional dispensary license by the Board.

The Board confirms and approves in its entirety the Report and Recommendation of Hearing Examiner Brewer, and denies Big Perm's application, Application No. WQ664, for a provisional dispensary license.

Mr. George moved to confirm and approve the Hearing Examiner's Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's recommendation; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0276

After votes were taken in public session, the Board adopted the following order in the **Advacine RX, LLC, South Point, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2022-0193)

IN THE MATTER OF:
Advacine RX, LLC
c/o Harris Silver, Primary Contact
835 Cedar St.
Santa Monica, CA 90405
Application No.: SJ536
Application District: Southeast -1
Application Dispensary Address: 367 County Road 406, South Point,
OH 45680

INTRODUCTION

Respondent Advacine RX, LLC (Advacine) came for a paper hearing before Hearing Examiner Michelle Riske-Morris. On Wednesday, February 8, 2023, the State of Ohio Board of Pharmacy (Board) considered the matter before the following members of the Board: Shawn Wilt, RPh, *Presiding*; Trina Buettner, RPh, Vice President; Mindy Ferris, RPh; Jason George, RPh; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christina Pfaff, RPh. Victor Goodman, *Public Member*, abstained from the vote.

Respondent was represented by Larry H. James, Crabbe, Brown & James, LLP. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the administrative record in this matter, consisting of the following items:

- 1) Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Dispensary License with Attachment (GIS Review of Application SJ536), dated May 17, 2022, and attached hereto as Exhibit 1;
- 2) USPS Tracking Record, dated May 23, 2022;
- 3) Request for Hearing, filed May 31, 2022;
- 4) Hearing Examiner Appointment, filed June 3, 2022;
- 5) Hearing Procedures and Schedule, filed June 10, 2022;
- 6) Proof of Service of Hearing Procedures and Schedule, received July 1, 2022;
- 7) Request for Continuance, filed July 29, 2022;
- 8) Amended Hearing Procedures and Schedule, filed August 7, 2022;
- 9) Request for Status Conference, filed October 19, 2022;
- 10) Journal Entry Approving Joint Motion for Non-Oral Hearing, filed October 21, 2022;
- 11) Joint Stipulations of the Parties, filed November 7, 2022;

- 12) Joint Exhibits, filed November 7, 2022, which included the following Exhibits:
1. RFAII Presentation
 2. FAQ from April 2021
 3. Request for Applications/Instructions
 4. Application (preview)
 5. Q&A Round 1
 6. Q&A Round 2
 7. Number of Applications Received by District
 8. Drawing Results
 9. FAQ from January 2022
 10. List of Provisional Dispensary Licenses
 11. Summary of PDLs Awarded
 12. Presentation from May 2022
 13. FAQ from May 2022
 - 14a. Notice Letter
 - 14b. Attachment to Notice Letter
 15. Request for Hearing
 16. First Hearing Letter
 17. Application of Respondent (without attachments & section B questions)
 18. 500 Foot Survey (attached to application)
 19. Site Plan (attached to application)
 20. Request for Clarifications/Response to Request for Clarifications
 21. Photos of Open Word Ministry
 22. Lawrence County Auditor Property Card
 23. Lawrence County GIS of Properties, #1
 24. Lawrence County GIS of Properties, #2
- 12) State's Merits Brief, filed November 17, 2022;
- 13) Brief of Applicant Advacine RX, LLC, filed November 17, 2022;
- 14) Reply Brief of Applicant Advacine RX, LLC, filed November 30, 2022;
- 15) Hearing Examiner's Report and Recommendation, filed December 26, 2022, and attached hereto as Exhibit 2;
- 6) Proof of Service of Report and Recommendation, dated January 6, 2023;
- 7) Objections of Applicant Advacine RX, LLC, filed January 6, 2023.

DECISION OF THE BOARD

After thorough review of the administrative record and the objections field by Advacine RX, LLC, the Board hereby confirms and approves in its entirety Hearing Examiner Riske-Morris' Report and Recommendation, attached hereto as Exhibit 2, as it relates to the Board's May 17, 2022 Notice of Opportunity for Hearing/Notice of Intent

to Deny Medical Marijuana Dispensary License with Attachments to Advacine RX, LLC, including the Findings of Fact and Conclusions of Law.

All violations of law are supported by the evidence in the record. Specifically, the dispensary location is within five hundred feet of the boundaries of a parcel of real estate having on it a church, in violation of R.C. 3796.30(A), R.C. 3796.10(B)(4), and Ohio Adm.Code 3796:6-2-02(B)(2)(k)(i) as measured pursuant to Ohio Adm.Code 3796:6-2-02(B)(2)(l). Accordingly, Advacine RX, LLC has not demonstrated compliance with Ohio Revised Code Chapter 3796 and the administrative rules promulgated thereunder. As required by Ohio Adm.Code 3796:6-2-04(B), Advacine RX, LLC has not met the requirements to be awarded a provisional dispensary license by the Board.

The Board confirms and approves the Report and Recommendation of Hearing Examiner Riske-Morris, and denies Advacine RX, LLC's application, Application No. SJ536, for a provisional dispensary license.

Mr. George moved to confirm and approve the Hearing Examiner's Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

Mr. George moved to confirm and approve the Hearing Examiner's recommendation; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0/Abstain-1).

SO ORDERED.

R-2023-0277

After hearing Mr. Flaharty discussed the significant facts regarding the activities of Certified Pharmacy Technician Valerie Quinonez, Madison, Ohio, Ms. Ferris moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to Valerie Quinonez, Madison, Ohio. The motion was seconded by Mr. Miller and approved by the Board: Yes-8, No-0.

R-2023-0278

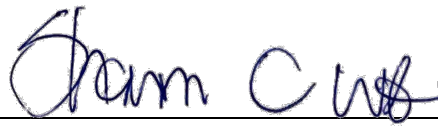
After hearing Mr. Flaharty discuss the significant facts regarding the activities of Registered Pharmacy Technician Deanna Twigg, Elyria, Ohio, Ms. Pfaff moved that the Board summarily suspend the Registered Pharmacy Technician license belonging to Deanna Twigg, Elyria, Ohio. The motion was seconded by Mr. Huston and approved by the Board: Yes-8, No-0.

R-2023-0279

Mr. Huston moved to adjourn the February 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Miller and approved by the Board: Yes-8, No-0.

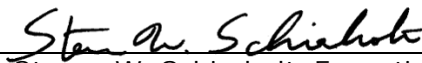
10:18 a.m.

The Board Meeting Adjourned.



Shawn Wilt, RPh, President

Date: 03/07/2023



Steven W. Schierholt, Executive Director

Date: 03/07/2023