

Minutes of the July 6-8, 2015
Meeting of the Ohio State Board of Pharmacy

Monday, July 6, 2015

10:05 a.m. The Ohio State Board of Pharmacy convened in the Western Reserve Room, of the Lodge at Geneva-on-the-Lake, 4888 N Broadway, Geneva, OH, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Melinda J. Ferris, R.Ph., *Vice President*; Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné R.Ph. and Fred M. Weaver, R.Ph.

Also present were Steven Schierholt, *Executive Director*; Kevin Mitchell, *Assistant Executive Director*; Eric Griffin, *Director of Compliance and Enforcement*; Nicole Dehner, *Chief Legal Counsel*; David Ingram, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; Cameron McNamee, *Director of Policy and Communications*; David Gallagher, *Regional Compliance Supervisor*; and Mark Keeley, *Regional Compliance Specialist Supervisor*.

Mr. McNamee provided the Legislative report.

Mr. McNamee provided an update regarding Roadrunner Pharmacy's request.

Mr. McNamee led a discussion regarding injectable medications and schizophrenia.

Mr. McNamee led a discussion about draft rules and Continuing Education (CE) for Ohio Law/Jurisprudence.

R-2016-001 Mr. Moné moved that the emergency and regular rule 4729-5-39 be approved for filing. The motion was seconded by Ms. Ferris and approved by the Board: Aye – 5.

R-2016-002 Mr. Moné moved that the Rules 4729-16-08, 4729-16-02, 4729-37-01, 4729-37-02, 4729-37-03, 4729-37-05, 4729-37-07, 4729-9-27, 4729-37-08, 4729-37-09, 4729-36-01, 4729-36-02, 4729-5-24, and 4729-5-38 be approved and filed as amended. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.

R-2016-003 Mr. Moné moved that rules 4729-5-13, 4729-5-14, 4729-5-35 be approved and filed as amended. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 5.

R-2016-004 Ms. Ferris moved that rule 4729-5-10 be retained except for a change to (B)(1). The motion was seconded by Mr. Moné and approved by the Board: Aye – 5.

- R-2016-005** Ms. Marchal moved that rules 4729-5-16, 4729-5-35, 4729-9-03, 4729-9-07, 4729-9-18, 4729-36-03, 4729-36-04, 4729-36-05, 4729-36-06, 4729-37-04, 4729-37-06, 4729-5-10, all 5-year, no change in content, rules be approved and filed. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.
- 11:18 a.m.** The Board recessed briefly.
- 11:24 a.m.** The meeting reconvened in the Western Reserve Room.
- Mr. Mitchell provided the Licensing update and led a discussion regarding a Cedarville MTM call center request.
- R-2016-006** Ms. Ferris moved that Cedarville’s request for exemption to rule 4729-3-01 “intern ratio” be approved for a 5 to 1 ratio and require the site to be licensed. The motion was seconded by Mr. Moné and approved by the Board: Aye – 5.
- 11:41 a.m.** Mr. Griffin provided the Compliance update and an update regarding a Cleveland Clinic location review.
- R-2016-007** Mr. Cain moved that the two Cleveland Clinic machines be approved with the noted changes, both must be licensed, and service to the machine must be accompanied by a local police officer. The motion was seconded by Mr. Moné and approved by the Board: Aye – 5.
- 12:00 p.m.** Mr. Garner provided the OARRS update.
- 12:03 p.m.** Ms. Dehner provided the Legal update.
- Ms. Dehner led a discussion regarding Board Meetings at Cedarville on October 7, 2015.
- 12:09 p.m.** The Board recessed for lunch.
- 1:29 p.m.** The meeting reconvened in the Western Reserve Room.
- Ms. Dehner provided a review of the new citation format.
- 1:33 p.m.** Ms. Dehner led a discussion regarding the Board’s current standard terms and conditions of probation.
- R-2016-008** Mr. Moné moved that the additions to the Board’s standard terms and conditions be approved. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 5.

2:29 p.m. President Yarosh and Mr. McNamee led a discussion regarding pharmacy technicians. The Board gave permission for Mr. Schierholt and Mr. McNamee to discuss this issue with representatives.

3:25 p.m. The Board recessed briefly.

3:35 p.m. The meeting reconvened in the Western Reserve Room.

Mr. Schierholt led a discussion regarding how to handle Notices for a change in responsible person.

4:08 p.m. The Board requested that the Responsible Person discussion be sent to the Rules Review Committee.

R-2016-009 Mr. Moné 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. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Ferris – yes; Marchal – yes; Moné – yes; and Weaver – yes.

5:08 p.m. The meeting reconvened in the Western Reserve Room.

The Board recessed for the day.

Tuesday, July 7, 2015

8:35 a.m. The Ohio State Board of Pharmacy convened in the Western Reserve Room, of the Lodge at Geneva-on-the-Lake, 4888 N Broadway, Geneva, OH, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Melinda J. Ferris, R.Ph., *Vice President*; Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné R.Ph. and Fred M. Weaver, R.Ph.

R-2016-010 The Board reviewed a request for an approval under Ohio Administrative Code Rule 4729-5-11(A)(1) requesting that **Tony G. Lababidi, DO** (34.008085) Richfield, Ohio, be the responsible person for the following facilities:

Comprehensive Pain Management (PMC), Medina (02-2145500)

Comprehensive Pain Management (PMC), Wadsworth (02-2145450)

After discussion, Ms. Marchal moved that the Board approve the specific request indefinitely, provided that no patients are seen in Akron. Board approval is needed for a

change in hours or days based on the business operations as presented. The motion was seconded by Mr. Moné and approved by the Board: Aye – 5.

R-2016-011 The Board reviewed a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Timothy Ko, MD** (35.087753) Highland Heights, Ohio, also be the responsible person for the following location:

Pinnacle Interventional Pain and Spine Consultants (PMC), Geneva, Ohio (02-2141901)
Pinnacle Interventional Pain and Spine Consultants (PMC), Painesville, Ohio (02-2141902)

After discussion, Mr. Moné moved that the Board approve the specific request indefinitely, and this approval must be sought again should there be any change in business hours or days or business model or operations. The motion was seconded by Ms. Ferris and approved by the Board: Aye – 5.

8:46 a.m. Mr. Mitchell provided an overview of the drug shortage exemption process.

The Board directed Mr. Mitchell to provide a summary list of Drug Shortage Exemption Process every month without including supporting documents.

8:50 a.m. Ms. Dehner led a discussion regarding the types of policies that should be in place to satisfy the legal history requirement.

8:58 a.m. Mr. McNamee provided an overview of JCARR and CSI and led a discussion regarding one Board Member at Public Rules Hearings.

R-2016-012 Mr. Moné moved that the new JCARR/CSI Review process be adopted with the Board reserving the right to attend certain Rules Hearings. The motion was seconded by Ms. Ferris and approved by the Board: Aye – 5.

Resolution of the Board:

The state of Ohio Board of Pharmacy authorizes the Executive Director or their designee to conduct administrative public rules hearings in accordance with section 119.03(D) of the Ohio Revised Code, unless the Board reserves the right to present for any particular rule(s). If any testimony is provided by persons affected by a proposed rule, amendment, or rescission during the hearing or before and after the hearing, Board staff shall automatically place the rule into “to-be-refiled” status for further discussion at a meeting of the Board at which there is a quorum. Board members shall be provided a full transcript of every public rules hearing conducted by the Executive Director or their designee.

9:19 a.m. The Board recessed briefly.

9:26 a.m. The meeting reconvened in the Western Reserve Room.

Mr. McNamee led a discussion regarding Third Party Logistic (3PL) Rules.

R-2016-013 Mr. Moné moved that Mr. McNamee file the virtual wholesaler rule with CSI as amended. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.

R-2016-014 Ms. Marchal moved that the 3PL rule be filed with CSI as amended with changes for virtual wholesalers. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.

9:50 a.m. President Yarosh provided an update regarding the Board Member seating chart and led a discussion regarding Board Member Responsibilities for fiscal year 2016.

9:55 a.m. Ms. Dehner led a discussion regarding Citation Review.

10:07 a.m. Ms. Dehner led a discussion regarding the Summary Suspensions statutes for Wholesale Distributors of Dangerous Drugs (WDDD) and Terminal Distributors of Dangerous Drugs (TDDD).

10:30 a.m. The Board recessed briefly.

10:47 a.m. The meeting reconvened in the Western Reserve Room.

Mr. McNamee led a discussion regarding a 2-year licensing proposal.

11:03 a.m. Mr. Griffin and Mr. McNamee led a discussion regarding errors in dispensing (EID) and continuing education (CE) for pharmacists.

R-2016-015 Mr. Moné moved that EID and CE for pharmacists be filed with CSI and JCARR. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 5.

R-2016-016 Mr. Moné moved that Zaid Batayneh's Motion to Dismiss/Suppress be denied. The motion was seconded by Mr. Cain and approved by the Board: Aye – 5.

11:26 a.m. The Board recessed for lunch.

12:33 p.m. The meeting reconvened in the Western Reserve Room.

Mr. Gallagher presented a demo of Matrix Investigator and Matrix Inspector.

1:30 p.m. The following candidates for licensure by reciprocity participated in a discussion of pharmacy laws and rules with Ms. Terri Ghitman, *OARRS Pharmacist*, in Room South A, 31st Floor of the Vern Riffe Center for Government and the Arts:

Thomas Sullivan Achey	Alabama
Alee Angelique Alton	West Virginia
David Nelson Augustin	New York
Rachel Elizabeth Beham	Tennessee
Jessica Lynn Biedny	Pennsylvania
Stephenne Ann Brown	New York
Teresamari Pastrana Camacho	Louisiana
Kathryn Lynn Carlson	South Dakota
Alison G. Carulli	New Jersey
Joanna W. Chung	Massachusetts
Amelia Lynn Cowan	Oklahoma
Louis Cox	Indiana
Justin John Delic	Pennsylvania
Anna Beth Dutton	Tennessee
Han X. Feng	Colorado
Katelyn Elizabeth Hood	Georgia
Rachel L. Hughes	Missouri
Bynum Lanier Kimmons	Alabama
Allison Koch	New York
Anne M. Kome	Virginia
Kirsten M. Lechner	New Jersey
Ashley Beth Lindstrom	Illinois
Christopher J. Miller	Colorado
Kyle Michael Rako	North Carolina
Kaitlyn Rose Rivard	Michigan
Nahir Marie Rivera Robles	Puerto Rico
Nathaniel Timothy Rosko	Pennsylvania
Lee H. Stringer	Montana
Fei Wang	Florida
Meijiang Yun	New Hampshire

1:30 p.m. The Board recessed briefly.

1:42 p.m. The meeting reconvened in the Western Reserve Room.

Mr. Garner and Mr. McNamee presented the Board with the OARRS website branding update.

2:30 p.m. Ms. Dehner presented Ethics trainings on The Ohio Ethics Law and Conflicts of Interest, The Ohio Ethics Law and Gifts, and The Ohio Ethics Law and Post-Employment.

3:32 p.m. Mr. Schierholt provided the Executive Director Report.

R-2016-017

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2013-1406)

In The Matter Of:

TRINITY MEDICAL PHARMACY

c/o KRUTIKA PATEL, R.Ph.

9332 State Route 54, Suite 203

New Port Richey, FL 34655

INTRODUCTION

The Matter of Trinity Medical Pharmacy came for hearing on March 5, 2014, before the following members of the Board: Kevin J. Mitchell, R.Ph.; (presiding); Melinda J. Ferris, R.Ph.; Margaret A. Huwer, R.Ph.; Richard F. Kolezynski, R.Ph.; Megan E. Marchal, R.Ph. and Kilee S. Yarosh, R.Ph.

Edward T. Cain, Public Member, Absent

Michael A. Moné, R.Ph., Recused

Trinity Medical Pharmacy was represented by Zachery Swisher. The State of Ohio was represented by Charissa D. Payer, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Krutika Patel, R.Ph.
2. Chandra Galante, R.Ph., Ohio State Board of Pharmacy

Respondent's Witness:

1. Francoise Trotman

State's Exhibits:

- | | | |
|----|--|----------|
| 1. | Proposal to Deny/Notice of Opportunity for Hearing
1A-1D. Procedurals | 10-21-13 |
| 2. | Terminal Distributor of Dangerous Drugs Application | 03-01-13 |
| 3. | State of Florida Board of Pharmacy Final Order in re
Deval Arvind Patel, R.Ph. | 09-14-06 |
| 4. | State of Florida Board of Pharmacy Motion for Board's Final
Action by Informal Hearing in re John D. Kutzko | 01-25-88 |

Respondent's Exhibits:

- | | | |
|----|---|-----------|
| A. | Trinity Medical Pharmacy LLC Background Check | Not Dated |
|----|---|-----------|

B.	License Verification of John D. Kutzko and Devan Arvind Patel	Not Dated
C.	Trinity Medical Pharmacy LLC Compliance Program	Not Dated
	Compliance Committee Meeting August 2013	08-08-13
D.	Articles of Organization of Trinity Medical Pharmacy, LLC	01-24-11
	Certification of Designation of Registered Agent/Registered	01-24-11
	Office; 2012 Limited Liability Company Annual Report	05-01-12
E.	Correspondence to Krutika Patel from Florida Department	02-28-13
	of Health	
F.	Florida Department of Health License Certification for Trinity	02-07-13
G.	License Verification for Mark Alan Logan; Linda W. Kutzko;	Not Dated
	Jayant D. Raval	
H.	Trinity Medical Pharmacy Organizational Chart; Trinity	09-16-13
	Medical Pharmacy Personal File Policy	02-19-12
I.	Trinity Medical Pharmacy Employee Handbook	04-01-12
J.	Trinity Medical Pharmacy Right/Responsibilities/Ethics	02-19-12
K.	Trinity Medical Pharmacy, LLC Mission Statement	02-19-12

FINDINGS OF FACT

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

(1) Records of the Board of Pharmacy indicate that on or about March 1, 2013, Krutika Patel was the responsible person for Trinity Medical Pharmacy, 9332 State Road 54, Suite 203, New Port Richey, Florida and that on said date, Trinity Medical Pharmacy submitted an application for registration as a Terminal Distributor of Dangerous Drugs.

(2) On or around March 1, 2013, applicant did knowingly make a false statement with purpose to secure the issuance of a license or registration, to wit: the application shows a negative answer to the following question: “[h]as the applicant, owner(s), Responsible Person, any agent, or any employee of the location being licensed, or any officer of the corporation, ever been the subject of disciplinary action by any state or federal agency?” Two employees of the pharmacy have previous disciplinary actions against their pharmacy licenses. On or around January 25, 1988, employee John Kutzko, R.Ph. was disciplined by the Florida Board of Pharmacy for removing approximately \$4,000.00 worth of dangerous drugs from his place of employment and taking them to his residence. He had no valid prescription for any of the dangerous drugs. His pharmacy license was placed on 3 years’ probation, he paid a \$500.00 fine and performed 12 hours of community service. Department of Professional Regulation v. John D. Kutzko, State of Florida, Board of Pharmacy DPR Case No. 0083258. On or around September 14, 2006, employee Devan Patel, R.Ph., entered into a settlement agreement with the Florida Board of Pharmacy in connection with a federal plea of guilty to knowingly selling, purchasing, or trading a drug and drug sample between the dates of October 2001 and April 2003. Department of Health v. Devan Arvind

Patel, R.Ph., State of Florida Board of Pharmacy Case No. 2006-05497. Such conduct is in violation of Section 2921.13 of the Ohio Revised Code, and if proven constitutes making a false material statement in an application for registration as a terminal distributor of dangerous drugs, not being of good moral character and habits, and constitutes prior discipline by a professional licensing board pursuant within the meaning of Rule 4729-9-19 of the Ohio Administrative Code and Section 4729.57 of the Ohio Revised Code.

(3) On or around March 1, 2013, applicant did knowingly make a false statement with purpose to secure the issuance of a license or registration, to wit: the application shows a negative answer to the following question: “[d]oes the applicant, owner(s), Responsible Person, any agent, or any employee of the location being licensed, or any officer of the corporation, have charges pending or have a conviction of a felony or a misdemeanor other than a minor traffic violation (even if expunged or sealed)?” On or around February 6, 2006, employee Devan Patel, R.Ph., entered into a plea of guilty to one count of conspiracy to distribute sample and/or misbranded prescription drugs and was placed on two (2) years’ probation and ordered to complete one hundred twenty (120) hours of community service by the Federal District Court. Such conduct is in violation of Section 2921.13 of the Ohio Revised Code.

DECISION OF THE BOARD

Pursuant to Sections 3719.03 and 4729.53 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby approves the application submitted by Trinity Medical Pharmacy and, therefore, grants a license for a Terminal Distributor of Dangerous Drugs submitted by Trinity Medical Center on March 1, 2013.

Megan Marchal moved for Findings of Fact; **Richard Kolezynski** seconded the motion. Motion passed (Aye-5/Nay-0).

Kilee Yarosh moved for Action of the Board; **Melinda Ferris** seconded the motion. Motion passed (Aye-5/Nay-0).

R-2016-018 Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

IN THE MATTER OF:

CASE NO. 2014-1526

Elite RX

c/o Jeffrey S. Khleif, PharmD.

TDDD License No. 02-2408650 *Pending*

135 Gemini Circle, Suite 201

Birmingham, AL 35209

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Elite RX, for the purpose of resolving all issues between the parties relating to the OSBP investigation of failure to report employee discipline. Together, OSBP and Elite RX 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Elite RX applied for a Terminal Distributor of Dangerous Drugs under license number 02-2408650.

FACTS

1. On or about May 22, 2014, the OSBP initiated an investigation of Elite RX, Terminal Distributor of Dangerous Drugs pending license number 02-2408650, related to Elite RX’s failure to disclose employee discipline.
2. On or about January 29, 2015, the OSBP sent a Notice of Opportunity for Hearing to Elite RX, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about February 26, 2015, Elite RX timely requested an administrative hearing, which was subsequently scheduled for June 2, 2015.

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. Elite RX neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 29, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Elite RX must submit a new Terminal Distributor of Dangerous Drugs application to the OSBP.
4. Elite RX agrees to pay to the OSBP the amount of \$1,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Elite RX and Jeffrey S. Khelif, PharmD., agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
6. Elite RX 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 Elite RX 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 Elite RX by the OSBP and will NOT discharge Elite RX from any obligation under the terms of this Agreement.
7. Elite RX agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Elite RX 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 Elite RX will operate.
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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2016-019 Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

IN THE MATTER OF:

CASE NO. 2014-1249

National HME, Inc.

TDDD License No. 02-2181300

7451 Airport Freeway

Richland Hills, Texas 76118

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and National HME, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of making a false statement with purpose to secure the issuance of a license or registration. Together, OSBP and National HME, Inc. 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. National HME, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2181300.

FACTS

1. On or about March 5, 2014, the OSBP initiated an investigation of National HME, Inc., Terminal Distributor of Dangerous Drugs license number 02-2181300, related to National HME, Inc.'s false statement with purpose to secure the issuance of a license or registration.
2. On or about January 29, 2015, the OSBP sent a Notice of Opportunity for Hearing to National HME, 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 February 12, 2015, National HME, Inc. timely requested an administrative hearing, which was subsequently scheduled for May 4, 2015. On April 15, 2015, a continuance was requested, granted and the hearing was scheduled for August 4, 2015.

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. National HME, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 29, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. National HME, Inc. agrees to pay to the OSBP the amount of \$800.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. National HME, Inc. and Christopher Magliocca agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
5. National HME, Inc. 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 National HME, 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 National HME, Inc. by the OSBP and will NOT discharge National HME, Inc. from any obligation under the terms of this Agreement.
6. National HME, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. National HME, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom National HME, Inc. will operate.
 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. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2016-020 Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

IN THE MATTER OF:

CASE NO. 2014-1243
Douglas Dewey, R.Ph.
Pharmacist License No. **03-1-14933**
3542 Saddlebrook Drive
Taylor Mill, KY 41015

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Douglas Dewey, for the purpose of resolving all issues between the parties relating to the OSBP investigation of falsifying 2012 pharmacist renewal application. Together, OSBP and Douglas Dewey are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew

any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Douglas Dewey is a licensed pharmacist under license number 03-1-14933.

FACTS

1. On or about March 3, 2014, the OSBP initiated an investigation of Douglas Dewey, pharmacist license number 03-1-14933, related to Douglas Dewey's falsification of his 2012 pharmacist renewal application.
2. On or about January 29, 2015, the OSBP sent a Notice of Opportunity for Hearing to Douglas Dewey, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about February 6, 2015, Douglas Dewey timely requested an administrative hearing, which was subsequently scheduled for August 4, 2015.

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. Douglas Dewey neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 29, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Douglas Dewey's pharmacist license shall be suspended until January 8, 2016.
4. Further, after January 8, 2016, Douglas Dewey's pharmacist license shall be placed on probation for a period not less than 3 years. Terms of probation are outlined below:
 - a. Douglas Dewey shall not serve as a manager or responsible person, and
 - b. Douglas Dewey shall not serve as a preceptor, and
 - c. Douglas Dewey shall not be a power of attorney for a pharmacy, and
 - d. Douglas Dewey shall not dispense prescriptions for self or family, and
5. Douglas Dewey agrees to pay to the OSBP the amount of \$2,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed

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

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

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

8. Douglas Dewey agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.

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

R-2016-021 Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

IN THE MATTER OF:

CASE NO. 2014-1261

Megan Shipper

Pharmacist License No. **03-2-27907**

1461 County Road 1575

Ashland, Ohio 44805

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Megan Shipper, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the misbranding of a drug. Together, OSBP and Megan Shipper are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Megan Shipper is a licensed pharmacist under license number 03-2-27907.

FACTS

1. On or about March 10, 2014, the OSBP initiated an investigation of Megan Shipper, pharmacist license number 03-2-27907, related to Megan Shipper's misbranding a drug.
2. On or about November 19, 2014, the OSBP sent a Notice of Opportunity for Hearing to Megan Shipper, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about December 17, 2014, Megan Shipper timely requested an administrative hearing, which was subsequently scheduled for April 8, 2015.

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. Megan Shipper neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 19, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Megan Shipper agrees to pay to the OSBP the amount of \$500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Megan Shipper must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and opiate prescribing, which may not also be used for license renewal.
 5. Megan Shipper agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Megan Shipper understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Megan Shipper agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 11. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2016-022

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

IN THE MATTER OF:

CASE NO. 2013-1197

Remy Onimoe

Pharmacist License No. **03-1-32536** *Pending*

988 Mahle Drive

Reynoldsburg, Ohio 43068

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Remy Onimoe, for the purpose of resolving all issues between the

parties relating to the OSBP investigation of disciplinary action taken by the Michigan State Board of Pharmacy. Together, OSBP and Remy Onimoe are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice as a pharmacist in the state of Ohio.
2. Remy Onimoe applied for licensure as a pharmacist under pending license number 03-1-32536.

FACTS

1. On or about February 27, 2013, the OSBP initiated an investigation of Remy Onimoe, pending pharmacist license number 03-1-32536, related to Remy Onimoe’s disciplinary action with the Michigan State Board of Pharmacy.
2. On or about May 30, 2014, the OSBP sent a Notice of Opportunity for Hearing to Remy Onimoe, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about June 13, 2014, Remy Onimoe timely requested an administrative hearing, which was subsequently scheduled for December 2, 2014. On November 6, 2014, a continuance was requested by Onimoe and the hearing was continued to April 8, 2015. On April 8, 2015, Onimoe appeared during the scheduled time with his attorney, but due to a medical event an additional continuance was requested by Onimoe, granted, and the hearing was rescheduled for May 6, 2015.

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. Remy Onimoe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 30, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Remy Onimoe's request to withdraw his application for licensure as a pharmacist, submitted on January 28, 2013, is hereby approved.
 4. Remy Onimoe agrees to never reapply for licensure as a pharmacist in the state of Ohio.
 5. Remy Onimoe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Remy Onimoe understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. 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.
 8. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 9. 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.
 10. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2016-023

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

IN THE MATTER OF:

CASE NO. 2014-1587
Penn Veterinary Supply, Inc.
c/o John Beck
WDDD License No. 01-2424400
53 Industrial Circle
Lancaster, PA 17601

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Penn Veterinary Supply, for the purpose of resolving all issues between the parties relating to the OSBP investigation of making a false statement with

purpose to secure the issuance of a license or registration. Together, OSBP and Penn Veterinary Supply 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.52 and 4729.53 of the Ohio Revised Code to practice as a Wholesale Distributor of Dangerous Drugs (WDDD) in the state of Ohio.

2. Penn Veterinary Supply applied for a WDDD license under pending license number 01-2424400.

FACTS

1. On or about June 5, 2014, the OSBP initiated an investigation of Penn Veterinary Supply, WDDD pending license number 01-2424400, related to Penn Veterinary Supply’s false statement with purpose to secure the issuance of a license or registration.

2. On or about March 30, 2015, the OSBP sent a Notice of Opportunity for Hearing to Penn Veterinary Supply, 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 April 8, 2015, Penn Veterinary Supply timely requested an administrative hearing, which was subsequently scheduled for June 3, 2015.

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. Penn Veterinary Supply neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 30, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Penn Veterinary Supply agrees to pay to the OSBP the amount of \$1,000.00, by means of a cashier’s check made payable to “Treasurer, State of Ohio,” mailed with the

enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Penn Veterinary Supply's application for a Wholesale Distributor of Dangerous Drugs license, submitted on March 24, 2014, is hereby approved.
5. Penn Veterinary Supply and John Beck agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
6. Penn Veterinary Supply 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 Penn Veterinary Supply 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 Penn Veterinary Supply by the OSBP and will NOT discharge Penn Veterinary Supply from any obligation under the terms of this Agreement.
7. Penn Veterinary Supply agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Penn Veterinary Supply 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 Penn Veterinary Supply will operate.
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. This Agreement shall become effective upon the date of the Board President's signature below.

R-2016-024 Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

IN THE MATTER OF:

CASE NO. 2014-2196

James Weyrauch, R.Ph.

Pharmacist License No. **03-2-15745**

4795 Ridgebury Drive

Kettering, Ohio 45440

SETTLEMENT AGREEMENT WITH THE OHIO STATE BOARD OF PHARMACY

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

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. James Weyrauch is a licensed pharmacist under license number 03-2-15745.

FACTS

1. On or about December 30, 2014, the OSBP initiated an investigation of James Weyrauch, pharmacist license number 03-2-15745, related to James Weyrauch's error in dispensing.
2. On or about May 26, 2015, the OSBP sent a Notice of Opportunity for Hearing to James Weyrauch, 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. James Weyrauch neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 26, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
 3. James Weyrauch agrees to pay to the OSBP the amount of \$500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. James Weyrauch must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors, which may not also be used for license renewal.
 5. James Weyrauch agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. James Weyrauch understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. James Weyrauch agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 11. This Agreement shall become effective upon the date of the Board President's signature below.
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3:42 p.m. Ms. Dehner presented Ethics training on The Ohio Ethics law and Public Contracts.

4:08 p.m. The Board recessed for the day.

Wednesday, July 8, 2015

9:00 a.m. The Ohio State Board of Pharmacy convened in the Western Reserve Room, of the Lodge at Geneva-on-the-Lake, 4888 N Broadway, Geneva, OH, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Melinda J. Ferris, R.Ph., *Vice President*; Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné R.Ph. and Fred M. Weaver, R.Ph.

R-2016-025 After discussion, Mr. Moné moved that the calendar year 2016 Board Meeting dates be approved as amended. The motion was seconded by Ms. Marchal and approved by the Board: Aye - 5.

R-2016-026 After discussion, Ms. Ferris moved that the June 2015 Board Meeting Minutes be approved as written. The motion was seconded by Mr. Cain and approved by the Board: Aye - 5.

9:08 a.m. Ms. Dehner led a discussion regarding the Check Return Policy.

R-2016-027 Mr. Moné moved that the Refund Policy be printed and approved in the July 2015 Board Meeting Minutes. The motion was seconded by Ms. Marchal and approved by the Board: Aye - 5.

REFUND POLICY
Originally Adopted May 2014

PHARMACIST:

AN EIGHTY PERCENT REFUND WILL BE GRANTED FOR PHARMACIST
LICENSING ISSUES EXCEPT:

- a) *Identification card has been mailed - NO REFUND*
- b) *the board has determined that the applicant has failed to qualify - NO REFUND*
- c) *Two applications received - one fee will be refunded less \$10.00*
- d) *R.Ph. has passed away and spouse requests return of fee 100% refund granted.*

DISTRIBUTOR:

AN EIGHTY PERCENT REFUND WILL BE GRANTED FOR DISTRIBUTOR
LICENSING ISSUES EXCEPT:

- a) *Registrant has received license from inspector, registrant must return license with a discontinuing business form in order to receive eighty percent refund.*
- b) *the board has determined that the applicant has failed to qualify - NO REFUND*
- c) *If the office determines that a lesser category of Terminal Distributor license is required than that requested by the applicant, the difference in fees shall be refunded.*
- d) *An applicant has submitted more than one application for a single site - one fee less \$10.00 may be refunded as long as license has not been issued to applicant.*
- e) *It has been determined by the applicant or board that they do not need a license because of a legal exemption within one year of the law change they will receive 100%, otherwise policy will apply to even those who were exempted*

Requests for refund must be in writing and will include:

Name of Applicant

Address

License number, if applicable

*****If request for refund is not received within 90 days of deposit - no refund will be granted*****

- 9:09 a.m.** Ms. Dehner led a discussion regarding the Withdrawal Process. The Board will reevaluate this process in October 2015.
- 9:16 a.m.** Ms. Dehner and Mr. Schierholt led a discussion regarding disciplinary guidelines. The Board tabled any motions or further discussion until the August 2015 meetings.
- 9:31 a.m.** Ms. Dehner presented a discussion on deviation requests from a probationer's standard terms and conditions.
- R-2016-028** Ms. Marchal moved that there be no deviation from Standard Terms and Conditions for the first three years and that the Board would consider a deviation in years four and five of probation, but only after substantial compliance is demonstrated by the probationer. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5.
- R-2016-029** After discussion, Ms. Ferris moved that the REM Central Fill Smart Pack be approvable upon correction to cold-sealing and a change of policy to PPI's and proof provided to the Board staff's satisfaction.
- 9:40 a.m.** The Board recessed briefly.
- 9:50 a.m.** The meeting reconvened in the Western Reserve Room.
- The Board received additional ethics training regarding The Ohio Ethics Law and Sales to Public Agencies and The Ohio Ethics Law and Nepotism.

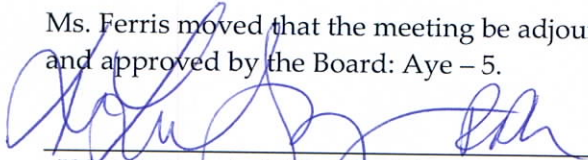
10:20 a.m. Mr. Schierholt opened the floor for discussion and welcomed any and all Board Member feedback regarding this meeting.

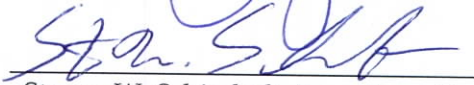
R-2016-030 Mr. Weaver moved that the Board receive Per Diem as follows:

PER DIEM	7/6	7/7	7/8	Total
Cain	1	1	1	3
Ferris	1	1	1	3
Huwer	0	0	0	0
Marchal	1	1	1	3
Moné	1	1	1	3
Weaver	1	1	1	3
Yarosh	1	1	1	3

Ms. Marchal seconded the motion and it was approved by the Board: Aye – 5.

R-2016-031 Ms. Ferris moved that the meeting be adjourned. The motion was seconded by Mr. Cain and approved by the Board: Aye – 5.


 Kilee S. Yarosh, R.Ph., President Date: 8/5/2015


 Steven W. Schierholt, Esq., Executive Director Date: 8/5/15