

**Minutes of the April 4, 2016**  
**Meeting of the Ohio State Board of Pharmacy**

**Monday, April 4, 2016**

**10:13 a.m.** The Ohio State Board of Pharmacy convened in the Auditorium, 3rd Floor, of the Student Union Building, Toledo University, 2801 West Bancroft, Toledo, Ohio, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Edward T. Cain, *Public Member*; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Also present were Steven Schierholt, *Executive Director*; Kevin Mitchell, *Assistant Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Cameron McNamee, *Director of Policy and Communications*; and David Ingram, *Associate Legal Counsel*.

**10:15 a.m.** The Board was joined by Assistant Attorney General Matthew Lampke to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Stacey Kaczorowski, R.Ph.**, Westerville, Ohio.

**11:06 a.m.** The hearing ended and the record was closed.

Ms. Marchal moved that the Board recess in order to consider the quasi-judicial matter 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. Passafume and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

**11:30 a.m.** The recess ended and the hearing was opened to the public.

**R-2016-248** After votes were taken in public session, the Board adopted the following order in the matter of **Stacey Kaczorowski, R.Ph.**, Westerville, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2015-1320)

In The Matter Of:

**Stacey Kaczorowski, R.Ph.**

7786 Wellsbury Drive  
Waterville, Ohio 43566  
(R.Ph. No. 03-1-27759)

INTRODUCTION

The Matter of Stacey Kaczorowski came for hearing on April 4, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Stacey Kaczorowski was represented by William Meyer. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Stacey Kaczorowski, Respondent
2. Homer Chapa, State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Stacey Kaczorowski, Respondent
2. Lisa Ramirez, PRO Sponsor
3. Penny Coons, PRO Advocate

State's Exhibits:

- |    |                                      |            |
|----|--------------------------------------|------------|
| 1. | Notice of Opportunity for Hearing    | 08-18-2015 |
| 2. | Request for Hearing                  | 08-28-2015 |
| 3. | Notice of Hearing                    | 09-01-2015 |
| 4. | Statement of Stacey Kaczorowski      | 04-08-2015 |
| 5. | Police Report- Misuse of Credit Card | 04-01-2015 |
| 6. | Lab Result                           | 04-09-2015 |
| 7. | Lab Result                           | 04-14-2015 |

Respondent's Exhibits:

- |    |  |            |
|----|--|------------|
| A. | Discharge Summary and Progress Report from Glenbeigh       | 03-08-2016 |
| B. | PRO, Inc. Contract   | 09-09-2015 |
| C. | Drug Screens   | Various    |
| D. | Letters of Support and Employee Performance Appraisals     | Various    |
| E. | Calendar of Treatment Events with AA Meeting Verifications | Various    |

FINDINGS OF FACT

The State of Ohio and Stacey Kaczorowski, by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

1. On or about April 8, 2015, Stacey Kaczorowski admitted during an interview with an Agent of the Board that she used heroin and is chemically dependent on alcohol.

#### CONCLUSIONS OF LAW

1. Such conduct, as set forth in the Findings of Fact, constitutes the following violations of the Ohio Revised Code (ORC):
  - a. Guilty of acts constituting a felony and gross immorality, ORC Section 4729.16(A)(1); and
  - b. Guilty of dishonesty and unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2).
2. Additionally, such conduct, as set forth in the Findings of Fact, constitutes a violation of Rule 4729-5-04 (C) of the Ohio Administrative Code, not being of good moral character and habit.

#### DECISION OF THE BOARD

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby places the pharmacist identification card, No. 03-1-27759, held by Stacey Kaczorowski 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. Stacey Kaczorowski must enter into a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. The contract must provide that:
  - a. **Random, observed** urine drug screens shall be conducted at least once each month.
  - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
  - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
  - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

- e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Stacey Kaczorowski in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
  - a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
  - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Stacey Kaczorowski 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 Stacey Kaczorowski reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Stacey Kaczorowski 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 Stacey Kaczorowski reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Stacey Kaczorowski 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 Stacey Kaczorowski's progress towards recovery and what Stacey Kaczorowski has been doing during the previous three months.
6. Other terms of probation are as follows:
  - a. The State Board of Pharmacy hereby declares that Stacey Kaczorowski's pharmacist identification card is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code.
  - b. Stacey Kaczorowski may not serve as a responsible pharmacist.

- c. Stacey Kaczorowski may not destroy, assist in, or witness the destruction of controlled substances.
  - d. Stacey Kaczorowski may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
  - e. Stacey Kaczorowski must not violate the drug laws of Ohio, any other state, or the federal government.
  - f. Stacey Kaczorowski must appear before the State of Ohio Board of Pharmacy's probation committee upon request.
  - g. Stacey Kaczorowski must abide by the rules of the State of Ohio Board of Pharmacy.
  - h. Stacey Kaczorowski must comply with the terms of this Order.
  - i. Stacey Kaczorowski's license is deemed not in good standing until successful completion of the probationary period.
7. Stacey Kaczorowski must immediately report any violation of the terms of this probation to the Board by contacting [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov). Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Stacey Kaczorowski to possible additional sanctions, including and up to revocation of license.
8. 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 Stacey Kaczorowski's license.

Ms. Marchal moved for Conclusions of Law; Mr. Moné seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Wilt moved for Action of the Board; Mr. Weaver seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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**11:36 a.m.**      **Jarrod Grossman, R.Ph., PRO, Inc.** gave a presentation to the Board and students regarding the Pharmacist Rehabilitation Organization.

**11:55 a.m.**      The Board recessed for lunch.

**1:15 p.m.**      The meeting reconvened in the Auditorium.

The Board was joined by Assistant Attorney General Matthew Lampke to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Kurt Richards, Intern**, Akron, Ohio.

**1:30 p.m.**      The hearing ended and the record was closed.

Mr. Wilt moved that the Board recess in order to consider the quasi-judicial matter 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. Passafume and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

**1:40 p.m.**      The recess ended and the hearing was opened to the public.

**R-2016-249**      After votes were taken in public session, the Board adopted the following order in the matter of **Kurt Richards, Intern**, Akron, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**  
(Case Number 2015-1922)

In The Matter Of:

**Kurt Richards**  
504 Van Everett Avenue  
Akron, Ohio 44306  
(Intern No. 06-014533)

**INTRODUCTION**

The Matter of Kurt Richards came for hearing on April 4, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Kurt Richards was represented by Noah Munyer. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Kurt Richards, Respondent

Respondent's Witnesses:

1. Kurt Richards, Respondent

State's Exhibits:

- |   |            |
|---|------------|
| 1. Notice of Opportunity for Hearing        | 03-03-2016 |
| 2. Request for Hearing                      | 03-08-2016 |
| 3. Notice of Hearing                        | 03-09-2016 |
| 4. Pharmacy Intern Registration Application | 09-03-2015 |
| 5. Diversion Program, Arrest, and Complaint | Various    |

Respondent's Exhibits:

- |                                   |            |
|-----------------------------------|------------|
| A. Resume of Kurt Richards        | No Date    |
| B. Letter of Kurt Richards        | No Date    |
| C. Letter of Adam Booth, Pharm.D. | 03-31-2016 |

FINDINGS OF FACT

The State of Ohio and Kurt Richards, by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

2. On Kurt Richards' application, he truthfully answered "YES" to question 5(A) that inquired whether he has ever been charged or convicted of a felony or a misdemeanor other than a minor traffic violation (even if expunged or sealed). He included a statement and court documents in his application that detailed the arrest and case disposition.
  - a. On or about October 10, 2014, Kurt Richards charged with Theft, a misdemeanor of the first degree, in the Summit County Municipal Court in Akron, Ohio. Case No. 14 CRB 10467.
  - b. On or about December 6, 2014, he completed a diversion program and the case was dismissed.
3. During an interview about the application by an Agent of the Board, Kurt Richards discussed in detail the events which lead to the arrest and confirmed that he stole a phone charger from Wal-Mart. He also confirmed that he completed the diversion program and the case was dismissed.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1), (1)(a) and (2) of the Findings of Fact, constitutes a violation of the following Section of the Ohio Revised Code (ORC), being guilty of willfully violating any of the provisions of this chapter or any rule adopted by the board under those provisions; ORC Section 4729.16(A)(5).

DECISION OF THE BOARD

On the basis of the Findings of Fact set forth above and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the Intern application submitted on or about September 3, 2015, by Kurt Richards. The Intern license is to be issued and effective as of April 5, 2016.

Mr. Wilt moved for Conclusions of Law; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Weaver moved for Action of the Board; Mr. Passafume seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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The Board was joined by Assistant Attorney General Matthew Lampke to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Sarah Boone, R.Ph.**, Oberlin, Ohio.

2:02 p.m. The hearing ended and the record was closed.

Mr. Passafume moved that the Board recess in order to consider the quasi-judicial matter 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. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

2:20 p.m. The recess ended and the hearing was opened to the public.

R-2016-250 After votes were taken in public session, the Board adopted the following order in the matter of **Sarah Boone, R.Ph.**, Oberlin, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2015-1310)

In The Matter Of:

**Sarah Boone, R.Ph.**  
129 Reserve Avenue  
Oberlin, Ohio 44074  
(R.Ph. No. 03-1-27262)

**INTRODUCTION**

The Matter of Sarah Boone came for hearing on April 4, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Sarah Boone was represented by Betty Burley. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. Sarah Boone, Respondent

**Respondent's Witnesses:**

1. Sarah Boone, Respondent

**State's Exhibits:**

- |    |                                   |            |
|----|-----------------------------------|------------|
| 1. | Notice of Opportunity for Hearing | 11-09-2015 |
| 2. | Request for Hearing               | 12-11-2015 |
| 3. | Notice of Hearing                 | 12-11-2015 |
| 4. | Credential View Screen            | 02-26-2016 |
| 6. | Renewal Notices                   | Various    |
| 7. | Statement of Sarah Boone          | 03-30-2015 |
| 8. | Timesheets                        | Various    |
| 9. | Earnings Report w/ Legend         | Various    |

**Respondent's Exhibits:**

None

FINDINGS OF FACT

The State of Ohio and Sarah Boone, by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

1. On September 15, 2014 Sarah Boone's license to practice pharmacy in the State of Ohio expired.
2. On or about March 30, 2015, Sarah Boone personally appeared at the Board office to renew her pharmacist license.
3. Upon further investigation by an Agent of the Board, Sarah Boone admitted during her interview that she failed to renew her license and had worked as a pharmacist without a license since September 2014.
4. During an interview with an Agent of the Board, Sarah Boone confirmed that her handwritten initials were on the "med pack logs" found at Mercy Hospital.

CONCLUSIONS OF LAW

3. Such conduct as set forth in paragraphs (1) through (4) of the Findings of Fact, constitutes unauthorized practice of pharmacy, in violation of Section 4729.28 of the ORC, a misdemeanor of the third degree.
4. Such conduct, as set forth in paragraphs (1) through (4) of the Findings of Fact, constitutes the following violations of the ORC:
  - a. Guilty of unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2); and
  - b. Guilty of willfully violating...any provisions of this chapter or any rule adopted by the Board; ORC Section 4729.16(A)(5).

DECISION OF THE BOARD

1. 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 imposes a monetary penalty of \$4,500.00 on Sarah Boone and payment in full is due no later than nine months from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126.
2. Sarah Boone must obtain, within 90 days from the effective date of this Order, 6 hours of approved continuing pharmacy education (0.6 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov) within 90 days from the effective date of this Order.

Mr. Passafume moved for Conclusions of Law; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Weaver moved for Action of the Board; Mr. Cain seconded the motion. Motion passed (Aye-4/Nay-2).

SO ORDERED.

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The Board was joined by Assistant Attorney General Matthew Lampke to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Malcolm White, Intern**, Columbus, Ohio.

**3:00 p.m.**      The hearing ended and the record was closed.

Ms. Marchal moved that the Board recess in order to consider the quasi-judicial matter 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. Weaver and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

**3:18 p.m.**      The recess ended and the hearing was opened to the public.

**R-2016-251**      After votes were taken in public session, the Board adopted the following order in the matter of **Malcolm White, Intern**, Columbus, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2015-1880)

In The Matter Of:

**Malcolm White**

4619 Refugee Road, Apt. 3H

Columbus, Ohio 43232

(Intern No. 06-014478)

**INTRODUCTION**

The Matter of Malcolm White came for hearing on April 4, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Malcolm White was not represented by Counsel. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Malcolm White, Respondent
2. Kevin Flaharty, State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Malcolm White, Respondent

State's Exhibits:

- |  |            |
|--|------------|
| 1. Notice of Opportunity for Hearing                     | 02-09-2016 |
| 2. Request for Hearing                                   | 02-25-2016 |
| 3. Notice of Hearing                                     | 02-26-2016 |
| 4. Credential View Screen                                | 02-26-2016 |
| 5. Pharmacy Intern Registration Application w/Conviction | 09-05-2015 |
| 6. Statement of Tom Grabo                                | 12-08-2015 |

Respondent's Exhibits:

None

FINDINGS OF FACT

The State of Ohio and Malcolm White stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

4. On Malcolm White's application, he truthfully answered "YES" to question 5(A) that inquired whether he has ever been charged or convicted of a felony or a misdemeanor other than a minor traffic violation (even if expunged or sealed). He included a statement, police report and court documents in his application that detailed his arrest and subsequent convictions of aggravated robbery in 2007.
  - a. On or about November 21, 2007, Malcolm White was charged with Aggravated Robbery, a felony of the first degree, by the Hamilton County Juvenile Court in Cincinnati, Ohio. Case No. 07-17023.
  - b. On or about November 21, 2007, Malcolm White was charged with Aggravated Robbery, a felony of the first degree, by the Hamilton County Juvenile Court in Cincinnati, Ohio. Case No. 07-17024.
  - c. On or about February 14, 2008, Malcolm White plead guilty to the charge of Aggravated Robbery in Case No. 07-17023 and 07-17024. He was sentenced to 6 months of incarceration and ordered to complete a residential program at a juvenile detention facility and placed on probation until the age of 21.
5. During an interview about the application by an Agent of the Board, Malcolm White discussed in detail the events which lead to the arrest and conviction and confirmed the contents of the typed statement provided with the application were true

and accurate. The Agent notarized the statement to memorialize the truth and accuracy of its contents.

6. Upon further investigation by the Agent of the Board, it was learned from the victim that Malcolm White was not truthful when asked by the Agent whether or not the victim sustained any injury. He responded "No" when asked by the Agent if the victim sustained injury during the robbery. The Agent learned from the victim the he was struck about the head with the butt of a gun and sustained a concussion that required four staples. After learning this information from the victim, the Agent again asked him about whether the victim sustained an injury during the offense, he again indicated the victim did not sustain injury.

#### CONCLUSIONS OF LAW

2. Such conduct as set forth in paragraphs (2) and (3) of the Findings of Fact, constitutes Falsification, in violation of Section 2921.13(A)(3) of the Ohio Revised Code (ORC).

3. Such conduct as set forth in paragraphs (2) and (3) of the Findings of Fact, constitutes Obstructing official business, in violation of Section 2921.31(A) of the ORC.

4. Additionally, such conduct as set forth in paragraphs (1), (1)(a), (1)(b), (1)(c), (2) and (3) of the Findings of Fact, also constitutes a violation of each of the following Sections of the ORC:

a. Guilty of a felony, ORC Section 4729.16(A)(1); and

b. Guilty of willfully violating any of the provisions of this chapter or any rule adopted by the board under those provisions; ORC Section 4729.16(A)(5); and

c. Has committed fraud, misrepresentation, or deception in securing a license or identification card issued by the board under this chapter, ORC Section 4729.16(A) (10).

5. Such conduct, as set forth in paragraphs (1), (1)(a), (1)(b), and (1)(c), of the Findings of Fact, constitute the following violations of the Ohio Administrative Code (OAC), having been convicted of a felony, OAC Rule 4729-5-04.

#### DECISION OF THE BOARD

1. On the basis of the Findings of Fact set forth above and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the Intern application submitted on or about September 5, 2015, by Malcolm White.

2. Malcolm White must appear before the State of Ohio Board of Pharmacy Probation Committee as requested.

Mr. Moné moved for Conclusions of Law; Mr. Passafume seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Weaver moved for Action of the Board; Mr. Cain seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

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**3:21 p.m.** Mr. Mitchell presented the Licensing Update.

**R-2016-252** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Curtis Lee Bradley, R.Ph.** (03-3-20280) Wurtland, Ohio, be the responsible person for the following pharmacies:

Medi-Mart, Portsmouth (02-0589200)  
Genesis Pharmacy, Portsmouth (02-1255900)

After discussion, Mr. Wilt moved that the Board approve the request for a period of one year. The motion was seconded by Ms. Marchal and approved by the Board: Aye -6.

**R-2016-253** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Michael M. Rebol, R.Ph.** (03-2-13983) Mentor, Ohio, be the responsible person for the following pharmacies:

Lake Health Pharmacy, Concord Township (02-2445650)  
Lake Health Pharmacy, Willoughby (02-2537500)

After discussion, Mr. Weaver moved that the Board approve the request for a period of sixty days. The motion was seconded by Mr. Passafume and approved by the Board: Aye -6.

**R-2016-254** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Sachida N. Manocha, M.D.** (35.082815) Dublin, Ohio, be the responsible person for the following pain management clinics:

Ohio State Pain Management Center, Worthington (02-1683050)  
Ohio State Pain Management Center, Newark (02-2141450)

After discussion, Mr. Wilt moved that the Board approve the request until such time the business model changes. The motion was seconded by Mr. Passafume and approved by the Board: Aye -6.

**R-2016-255** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Michael Sayegh, M.D.** (35.085692) Reynoldsburg, Ohio, be the responsible person for the following pain management clinics:

The Pain Management Clinic, Reynoldsburg (02-2151150)  
Michael Sayegh, M.D., Cambridge (02-2164700)

After discussion, Mr. Passafume moved that the Board table the request for further review. The motion was seconded by Mr. Cain and approved by the Board: Aye –6.

**R-2016-256** The Board received a request for approval to Ohio Administrative Code Rule 4729-3-04(B) requesting that **Syed-Rehan Ashfaq Hussain, PhD, Intern** (06-013848) receive an Intern license extension. After discussion, Mr. Moné moved that the Board approve the request for a period of 7 months, starting September 1, 2016. The motion was seconded by Mr. Cain and approved by the Board: Aye –6.

**3:43 p.m.** Mr. McNamee provided the Legislative Report.

**R-2016-257** Mr. Passafume made a motion that the Board grant third party logistics providers and virtual wholesale distributors/broker renewals for one year in appropriate circumstances if those entities certify they are in process of obtaining state licensure or VAWD accreditation in accordance with the Board’s Rule and the following form:

**THIRD PARTY LOGISTICS PROVIDER (3PL) AND VIRTUAL  
WHOLESALE/BROKER  
REQUEST TO RENEW WHILE OBTAINING STATE LICENSURE OR VAWD  
ACCREDITATION**

*Statement to Be Completed by the Responsible Person for the Wholesale Distributor of Dangerous Drugs License with a THIRD PARTY LOGISTICS PROVIDER or VIRTUAL WHOLESALE DISTRIBUTOR/BROKER classification.*

Effective April 4, 2016, the Board may authorize a one-time renewal to a Wholesale Distributor of Dangerous Drugs with a *THIRD PARTY LOGISTICS PROVIDER (3PL) or VIRTUAL WHOLESALE DISTRIBUTOR/BROKER* classification in the event a valid state license **OR** [Verified-Accredited Wholesale Distributors \(VAWD\)](#) accreditation is not available at the time of renewal [Ohio Administrative Code [4729-9-28\(C\)](#) and [4729-9-29\(C\)](#), effective April 1, 2016].

If you are seeking to renew a current Ohio license that now falls under the 3PL or Virtual Distributor/Broker classification and you do not have a license in the state in which you are physically located, you **must** complete this request and upload to the State of Ohio Board of Pharmacy website at:

<http://www.pharmacy.ohio.gov/Licensing/GeneralDocumentUpload.aspx>

I certify that I will provide to the State of Ohio Board of Pharmacy on or before the 2017 Wholesale Distributor of Dangerous Drugs renewal date either of the following:

A valid state license to distribute dangerous drugs in the state in which the business is physically located; OR

A letter from the state licensing agency where the business is physically located that indicates that the state does not license such entities **AND** VAWD accreditation from the National Association of Boards of Pharmacy.

Business Name (name applicant will be DOING BUSINESS AS reflected by signage/how you will answer phone):	Wholesaler of dangerous drug (WDDD) number if applicable:
Street Address, City, State, Zip Code (No P.O. Box):	DEA number if applicable:

Printed Name of Responsible Person:	Social Security Number or Date of Birth:
Signature of Responsible Person:	Date:

The motion was seconded by Mr. Moné and approved by the Board: Aye –6.

**R-2016-258** Mr. Moné moved that Rules 4729-5-16 and 4729-5-19 be approved for filing with CSI and JCARR. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 6.

**R-2016-259** Mr. Moné moved that Rules 4729-5-28; 4729-29-01; 4729-29-02 and 4729-5-15 be approved for filing as amended with JCARR. The motion was seconded by Mr. Passafume and approved by the Board: Aye –5/ Nay –1.

**R-2016-260** Mr. Moné moved that the Board adopt the following resolution:

The State of Ohio Board of Pharmacy hereby recognizes the following for the purpose of implementing section 4729.39 (effective 3/23/2016) of the Ohio Revised Code:

***Definitions.***

(A) “Communication between a pharmacist and physician acting under a consult agreement”, as used in division (B)(6) of section [4729.39](#) of the Revised Code, means any of the following:

- (1) Electronic mail that confirms delivery;

- (2) Interoperable electronic medical records system;
- (3) Facsimile that confirms delivery;
- (4) Electronic prescribing system;
- (5) Electronic pharmacy record system;
- (6) Documented verbal communication;
- (7) Any other method of documented notification as outlined in the consult agreement between the pharmacist and physician.

*(Note: Any communication of protected health information must be done in accordance with all applicable state and federal laws, rules and regulations. The Board recommends consulting with your legal counsel or privacy officer on the appropriate method of communication.)*

(B) "Comorbid disease", as used in division (B)(3)(a) of section 4729.39 of the Revised Code, means an additional disease that co-occurs with a primary disease. A comorbid disease may be related to or occur independently of the primary disease.

(C) "Consult agreement" means an agreement that has been entered into under section [4729.39](#) of the Revised Code.

(D) "Primary disease", as used in division (B)(3)(a) of section 4729.39 of the Revised Code, means a disease that arises spontaneously and is not associated with or caused by a previous disease, injury, or event, but that may lead to a comorbid disease.

(E) "Training and experience related to the particular diagnosis for which drug therapy is prescribed", as used in division (A)(3) of section 4729.39 of the Revised Code, means an Ohio licensed pharmacist whose license is in good standing and who meets the training and experience criteria specified in the consult agreement.

(F) "Written notice", as used in division (B)(2)(b) of section [4729.39](#) of the Revised Code, means one of the following methods that is capable of confirming delivery of the required written notice:

- (1) Electronic mail;
- (2) Interoperable electronic medical records system;
- (3) Facsimile;
- (4) Electronic prescribing system;
- (5) Electronic pharmacy record system;
- (6) Any other method of notification as outlined in the consult agreement that might reasonably be expected to allow for the confirmed transmission of the written notification required.

(G) "Institutional facility" has the same meaning as defined in rule 4729-17-01 of the Administrative Code.

*Requirements of a Consult Agreement.*

(1) A consult agreement shall include all of the following:

(a) Identification of the physician(s) and pharmacist(s) authorized to enter into the agreement.

This may include:

(i) Individual names of physicians and pharmacists; or

(ii) Physician or pharmacist practice groups; or

(iii) Identification based on institutional credentialing or privileging.

(b) The diagnoses and diseases being managed under the agreement, including whether each disease is primary or comorbid.

(c) A description of the drugs or drug categories the agreement involves.

(d) A description of the procedures, decision criteria, and plan the pharmacist is to follow in acting under a consult agreement. Such a description should provide a reasonable set of parameters of the activities a pharmacist is allowed to perform under a consult agreement.

(e) A description of the types of blood, urine or other tests permitted in section 4729.39 of the Revised Code that may be ordered and evaluated by the pharmacist as long as the tests relate directly to the management of drug therapy. This may include specific tests or categories of testing that may be ordered and evaluated.

(f) A description of how the pharmacist shall maintain a record of each action taken for each patient whose drug therapy is managed under the agreement using positive identification pursuant to paragraph (N) of rule [4729-5-01](#) of the Administrative Code.

(g) A description of how communication between a pharmacist and physician acting under a consult agreement shall take place at regular intervals specified by the primary physician acting under the agreement. The agreement may include a requirement that a pharmacist send a consult report to each consulting physician.

(h) A provision that allows the physician to override a decision made by the pharmacist when appropriate.

(i) An appropriate quality assurance mechanism to ensure that pharmacists who act under a consult agreement do so only within the scope authorized by the agreement.

(j) A description of a continuous quality improvement (CQI) program used to evaluate effectiveness of patient care and ensure positive patient outcomes. The CQI program shall be implemented pursuant to the agreement.

(k) The training and experience criteria for pharmacists to manage drug therapy pursuant to the consult agreement. These criteria may include privileging or credentialing, board certification, continuing education or any other training requirements. The agreement shall include a process to verify that the pharmacists participating in the agreement meet the specified criteria.

(l) An effective date and expiration date. (*NOTE: A consult agreement shall be valid for a period not to exceed two years.*)

(2) Institutional or ambulatory outpatient facilities may reference internal policies as part of a consult agreement in order to meet the requirements of paragraph (A)(1)(b) to (e). Such policies shall be regularly reviewed and approved by a primary physician, which may include a medical director or their designee.

(3) The agreement shall be signed by the primary physician, which may include a medical director or their designee, and one of the following:

(a) the terminal distributor's responsible person, which may include the responsible person's designee (*Note: the designee must be an Ohio licensed pharmacist*); or

(b) an individual pharmacist if that pharmacist is not practicing at a pharmacy or institutional facility licensed as a terminal distributor of dangerous drugs.

(4) All amendments to a consult agreement shall be signed and dated by the primary physician, which may include a medical director or their designee, and one of the following:

(a) the terminal distributor's responsible person, which may include the responsible person's designee (*Note: the designee must be an Ohio licensed pharmacist*); or

(b) an individual pharmacist if that pharmacist is not practicing at a pharmacy or institutional facility licensed as a terminal distributor of dangerous drugs.

(5) A consult agreement shall be valid for a period not to exceed two years.

(6) Only Ohio licensed physicians and Ohio licensed pharmacists may participate in a consult agreement pursuant to section 4729.39 of the Revised Code.

*Managing Drug Therapy.*

(1) For the purpose of implementing any actions related to the management of drug therapy listed in division (B)(1) of section 4729.39 of the Revised Code, the consulting pharmacist may be authorized as one or both of the following as specified in the consult agreement:

(a) a prescriber authorized to issue a new or refill drug order in writing, orally or by an approved electronic prescribing system for drugs or combinations or mixtures of drugs to be used by a particular patient as authorized by the consult agreement; or

(b) an agent of the consulting physician(s) as the term agent as used in rules 4729-5-21 and 4729-5-30 of the Administrative Code.

**Additional Questions**

If you need additional information, the most expedient way to have your questions answered will be to e-mail the Board office by visiting:

<http://www.pharmacy.ohio.gov/contact.aspx>.

The motion was seconded by Mr. Wilt and approved by the Board: Aye –6.

**R-2016-261** The Board received an application for the Continuing Education Provider Status of **Shannon Steele, R.Ph.** (03-3-18314) Dayton, Ohio. Ms. Marchal moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 5/Abstain– 1.

**R-2016-262** The Board received an application for the Continuing Education Provider Status of **Raymond Carlson, R.Ph.** (03-3-16010) Poland, Ohio. Mr. Wilt moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 5/Abstain– 1.

**R-2016-263** Mr. Wilt moved that the Board adopt the following Resolution:

A Resolution for Paul J. Kover

WHEREAS, the administrative and investigative efforts of Paul J. Kover as a Compliance Specialist with the State of Ohio Board of Pharmacy, have directly led to the successful and thoughtful enforcement of the Ohio Drug Laws; and

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

BE IT RESOLVED, that the State of Ohio Board of Pharmacy hereby commends Paul J. Kover for more than 20 years of exemplary service and performance to the Board and to the citizens of Ohio in carrying out the responsibilities of his position, and

BE IT ALSO RESOLVED, that we, the Members of the State of Ohio Board of Pharmacy, in its one hundred thirty-second year, so express our profound appreciation to Paul J. Kover for his dedication and service to the Board and the citizens of Ohio, and

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

The motion was seconded by Mr. Weaver and approved by the Board: Aye –6.

**R-2016-264** Ms. Marchal moved that Board Meeting Minutes of February 29-March 1, 2016, be approved as written. The motion was seconded by Mr. Cain and approved by the Board: Aye –6.

**R-2016-265** Mr. Weaver moved that Conference Call Minutes of March 4, 2016, be approved as written. The motion was seconded by Mr. Cain and approved by the Board: Aye –6.

**R-2016-266** Mr. Passafume moved that Conference Call Minutes of March 24, 2016, be approved as written. The motion was seconded by Mr. Moné and approved by the Board: Aye –6.

**R-2016-267** Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2016-1308**

**Richard Carano, R.Ph.**  
8616 Raintree Run  
Poland, Ohio 44514  
License No. 03-3-11672

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Richard Carano for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Richard Carano for continuing education units. Together, OSBP and Richard Carano 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. Richard Carano is a licensed pharmacist under license number 03-3-11672.

### FACTS

1. The OSBP initiated an audit of continuing education units completed by Richard Carano, pharmacist license number 03-3-11672. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Richard Carano, which he returned the notarized form indicating that he has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Richard Carano, 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. Richard Carano neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Richard Carano.
4. Richard Carano agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Richard Carano must obtain 35 of approved continuing pharmacy education (3.5 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. Richard Carano agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Richard Carano understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Richard Carano 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.
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**R-2016-268**

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

**IN THE MATTER OF:  
CASE NO. 2016-1310**

**Paul Michaels, R.Ph.**  
9570 Chapel Hill Oval  
Brecksville, Ohio 44141  
License No. 03-3-16124

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Paul Michaels for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Paul Michaels for continuing education units. Together, OSBP and Paul Michaels 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. Paul Michaels is a licensed pharmacist under license number 03-3-16124.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Paul Michaels, pharmacist license number 03-3-16124. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Paul Michaels, which he returned the notarized form indicating that he has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Paul Michaels, 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. Paul Michaels neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Paul Michaels.
4. Paul Michaels agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Paul Michaels must obtain 2 hours of approved continuing pharmacy education (0.2 CEUs) in law, which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. The 2 hours of continuing pharmacy education that were proactively completed by Paul Michaels, after the Request for Evidence of Completion of Continuing Education letter was mailed, do not count towards the continuing pharmacy education requirements in term #5.
7. Paul Michaels agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Paul Michaels understands that he has the right to be represented by counsel for review and execution of this agreement.
  9. Paul Michaels 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.
  10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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**R-2016-269**

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

**IN THE MATTER OF:  
CASE NO. 2016-1309**

**James Kuehn, R.Ph.**  
5340 Thistledown Drive  
Columbus, Ohio 43221  
License No. 03-3-21885

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and James Kuehn for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of James Kuehn for continuing education units. Together, OSBP and James Kuehn 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 Kuehn is a licensed pharmacist under license number 03-3-21885.

### FACTS

1. The OSBP initiated an audit of continuing education units completed by James Kuehn, pharmacist license number 03-3-21885. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to James Kuehn, which he returned the notarized form indicating that he has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to James Kuehn, 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 Kuehn neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands James Kuehn.
4. James Kuehn agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. James Kuehn must obtain 23 hours of approved continuing pharmacy education (2.3 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. James Kuehn agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. James Kuehn understands that he has the right to be represented by counsel for review and execution of this agreement.

8. James Kuehn 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.

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**R-2016-270**

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

**IN THE MATTER OF:  
CASE NO. 2016-1307**

**Cathy Alexander, R.Ph.**  
963 Diana Drive  
Troy, Ohio 45373  
License No. 03-3-20272

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Cathy Alexander for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Cathy Alexander for continuing education units. Together, OSBP and Cathy Alexander 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. Cathy Alexander is a licensed pharmacist under license number 03-3-20272.

### FACTS

1. The OSBP initiated an audit of continuing education units completed by Cathy Alexander, pharmacist license number 03-3-20272. The audit showed she failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Cathy Alexander, which she returned the notarized form indicating that she had not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Cathy Alexander, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

### TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Cathy Alexander neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Cathy Alexander.
4. Cathy Alexander agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Cathy Alexander must obtain three hours of approved continuing pharmacy education (0.3 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. The 9 hours of continuing pharmacy education that were proactively completed by Cathy Alexander, after the Request for Evidence of Completion of Continuing Education letter was mailed, do not count towards the continuing pharmacy education requirements in term #5.
7. Cathy Alexander agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Cathy Alexander understands that she has the right to be represented by counsel for review and execution of this agreement.
  9. Cathy Alexander agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
  10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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**R-2016-271**

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

**IN THE MATTER OF:  
Case No. 2015-1434**

**Laura Walters, R.Ph**  
910 Antioch School Road  
Vandalia, OH 45377  
License No. 03-2-17912

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Laura Walters for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Laura Walters for continuing education units. Together, OSBP and Laura Walters 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. Laura Walters is a licensed pharmacist in the state of Ohio. Your renewal is set to expire September 15, 2015.

#### FACTS

1. The OSBP initiated an audit of continuing education units completed by Laura Walters pharmacist license number 03-2-17912. The audit showed you failed to complete the required hours.

2. On or about May 20, 2015, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Laura Walters, which outlined the allegations and provided a form to submit evidence of completion. You returned the notarized form indicating that you have not completed the required continuing education units.

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. Laura Walters neither admits nor denies the allegations stated in the Request for Evidence of Completion of Continuing Education letter dated May 20, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Laura Walters.
4. Laura Walters agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Laura Walters must obtain two hours of approved continuing pharmacy education (0.2 CEUs) in **Board approved jurisprudence**, which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. Laura Walters agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Laura Walters understands that she has the right to be represented by counsel for review and execution of this agreement.

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

9. 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.

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**R-2016-272** Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2015-1809**

**Ohliger Drug of Fairview Park, Inc.**

c/o Thomas Ohliger  
21720 Lorain  
Fairview Park, OH 44126  
License No. 02-0125250

**AND**

**Thomas Ohliger, R.Ph.**

25699 Woodpath Trail  
Westlake, OH 44145  
License No. 03-1-16123

**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 Ohliger Drug of Fairview Park, Inc., and Thomas Ohliger, R.Ph., for the purpose of resolving all issues between the parties relating to the Board investigation of illegal processing of drug documents and practice of pharmacy without a valid license. Together, the Board, Ohliger Drug of Fairview Park, Inc. and Thomas Ohliger, R.Ph. are referred to hereinafter as "the parties."

## JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code (ORC) 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 4729.16 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Pursuant to Section 4729.57 of the ORC and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.54 and 4729.55 of the ORC to practice as a Terminal Distributor of Dangerous Drugs in the state of Ohio.
3. Thomas Ohliger is a licensed pharmacist under license number 03-1-16123.
4. Ohliger Drug of Fairview Park, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0125250.

## FACTS

1. On or about August 14, 2015, Thomas Ohliger was indicted on seven (7) counts of illegal processing of drug documents and eight (8) counts trafficking in the Cuyahoga County Court of Common Pleas. Case number CR-15-598271-A.
2. On or about October 6, 2015, Thomas Ohliger's license to engage in the practice of pharmacy was summarily suspended by the Board. The Board found clear and convincing evidence that continuation of Mr. Ohliger's professional practice presents a danger of immediate and serious harm to others pursuant to Section 3719.121(B) of the Ohio Revised Code.
3. Records of the Board do not demonstrate any request for a change in responsible person for Ohliger Drug of Fairview Park, Inc., License No. 02-0125250, since the time of Thomas Ohliger's summary suspension on October 6, 2015.
4. On or about December 4, 2015, the Board received a complaint from a patient that Mr. Ohliger engaged in the practice of pharmacy by entering Ohliger Drug of Fairview Park, Inc., License No. 02-0125250, and dispensing a prescription. Specifically, Mr. Ohliger dispensed fourteen (14) tablets of ciprofloxacin 250mg under prescription number 708577. After receiving the patient complaint on or about December 4, 2015, Agents of the Board conducted surveillance of Ohliger Drug of Fairview Park, Inc. and observed suspended pharmacist Thomas Ohliger engage in the practice of pharmacy.
5. On or about December 9, 2015, Ohliger Drug of Fairview Park, Inc.'s License No. 02-0125250 was summarily suspended by the Board. The Board found clear and convincing evidence that the method used by Ohliger Drug of Fairview Park, Inc. for dispensing controlled substances presents a danger of immediate and serious harm to others pursuant to Section 4729.571 of the Revised Code.

6. The Board sent a Notice of Opportunity for Hearing to Thomas Ohliger and Ohliger Drug of Fairview Park, Inc. respectively, which outlined the allegations and provided notice of right to a hearing, rights in such hearing, and 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. **THOMAS OHLIGER PERMANENTLY AND VOLUNTARILY SURRENDERS HIS STATE OF OHIO BOARD OF PHARMACY LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-1-16123, WITH DISCIPLINE PENDING.**

3. **THOMAS OHLIGER AGREES TO NEVER APPLY FOR A PHARMACIST LICENSE IN THE STATE OF OHIO.**

4. **OHLIGER DRUG OF FAIRVIEW PARK, INC. PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY LICENSE TO PRACTICE PHARMACY AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-0125250, WITH DISCIPLINE PENDING.**

5. **OHLIGER DRUG OF FAIRVIEW PARK, INC. AGREES TO NEVER APPLY FOR A PHARMACIST LICENSE IN THE STATE OF OHIO.**

6. Ohliger Drug of Fairview Park, Inc. and Thomas Ohliger agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Ohliger Drug of Fairview Park, Inc. and Thomas Ohliger understand each has the right to be represented by counsel for review and execution of this agreement.

8. Ohliger Drug of Fairview Park, Inc. and Thomas Ohliger agree and acknowledge that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which either currently holds a professional license, to the extent required by law.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2016-273**

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

**IN THE MATTER OF:  
CASE NO. 2014-1557**

**James Fickes, R.Ph.**  
905 Howell Drive  
Newark, Ohio 43055  
License No. 03-1-07941

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and James Fickes, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the writing and filling of his own prescriptions using a physician's DEA number. Together, OSBP and James Fickes 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 intern in the state of Ohio.
2. James Fickes is a licensed pharmacist under license number 03-1-07941.

**FACTS**

1. On or about June 2, 2014, the OSBP initiated an investigation of James Fickes, pharmacist license number 03-1-07941, related to James Fickes's writing and filling his own prescriptions using a physician's DEA number.
2. On or about November 20, 2015, the OSBP sent a Notice of Opportunity for Hearing to James Fickes, 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 Fickes neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 20, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **James Fickes PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-1-07941.**
4. James Fickes agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. James Fickes understands that it has the right to be represented by counsel for review and execution of this agreement.
6. James Fickes 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.
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.

**R-2016-274**

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

**IN THE MATTER OF:**

**CASE NO. 2014-1621**

**UniqueU Medical Weight Loss and Wellness**

c/o James T. Lutz, M.D.  
8251 Pine Road, Suite 100  
Cincinnati, Ohio 45245  
TDDD License No. 02-2055350

**CASE NO. 2016-1036-A**

**James T. Lutz, M.D. & Associates, Inc.**

c/o James T. Lutz, M.D.  
1325 East Kemper Road, Suite 110  
Cincinnati, Ohio 45246  
TDDD License No. 02-2377050

**CASE NO. 2016-1036-B**

**James T. Lutz, M.D. & Associates, Inc.**

c/o James T. Lutz, M.D.  
8251 Pine Road, Suite 100  
Cincinnati, Ohio 45245  
TDDD License No. 02-2138800

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., License Numbers 02-2377050 and 02-2138800 for the purpose of resolving all issues between the parties relating to the OSBP investigation of illegal drug sales at UniqueU Medical Weight Loss and Wellness and Dr. James Lutz's prescribing practices at James T. Lutz, M.D. & Associates, Inc., License Numbers 02-2377050 and 02-2138800. Together, OSBP and UniqueU Medical Weight Loss and Wellness and both locations of James T. Lutz, M.D. & Associates, 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. UniqueU Medical Weight Loss and Wellness is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2055350.

3. James T. Lutz, M.D. & Associates, Inc. is a licensed Terminal Distributor of Dangerous Drugs with a pain management clinic classification under license number 02-2138800 at 8251 Pine Road in Cincinnati, Ohio.

4. James T. Lutz, M.D. & Associates, Inc. is a licensed Terminal Distributor of Dangerous Drugs with a pain management clinic classification under license number 02-2377050 at 1325 East Kemper Road in Cincinnati, Ohio.

#### **FACTS**

1. On or about June 12, 2014, the OSBP initiated an investigation of UniqueU Medical Weight Loss and Wellness, Terminal Distributor of Dangerous Drugs license number 02-2055350, related to UniqueU Medical Weight Loss and Wellness' illegal drug sales.

2. On or about January 19, 2016, the OSBP initiated an investigation of James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800, related to James T. Lutz, M.D. & Associates, Inc.'s prescribing practices.

3. On or about January 25, 2016, the OSBP sent a Summary Suspension and Notice of Opportunity for Hearing to UniqueU Medical Weight Loss and Wellness and to James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800, which outlined the allegations and provided notice of each licensee's right to a hearing, their rights in such hearing, and their right to submit contentions in writing.

4. On or about February 5, 2016, UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 timely requested an administrative hearing, which was subsequently scheduled for February 29, 2016. The hearing date was continued at the request of both parties as a result of settlement discussions.

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. UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 neither admits nor denies the allegations stated in the Summary Suspension and Notice of Opportunity for hearing letters dated January 25,

2016; however, the OSBP has evidence sufficient to sustain the allegations set forth in each letter and hereby adjudicates the same.

**3.      UNIQUE-U MEDICAL WEIGHT LOSS AND WELLNESS VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY LICENSE NO. 02-2055350 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS.**

**4.      JAMES T. LUTZ, M.D. & ASSOCIATES, INC. VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY LICENSE NO. 02-2138800 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS.**

**5.      JAMES T. LUTZ, M.D. & ASSOCIATES, INC. VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY LICENSE NO. 02-2377050 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS.**

**6.      James T. Lutz, M.D. shall not reapply for any license over which the State of Ohio Board of Pharmacy has jurisdiction for a minimum of 12 months from the date the State Medical Board of Ohio reinstates his license to practice medicine.**

7.      UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 agree to pay to the OSBP the amount of \$2550.00, a total of \$850 for each license, 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, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

8.      UniqueU Medical Weight Loss and Wellness, James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 and James T. Lutz, M.D. 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.

9.      UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 agree to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10.      UniqueU Medical Weight Loss and Wellness and James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 understand that each has the right to be represented by counsel for review and execution of this agreement.

11. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom UniqueU Medical Weight Loss and Wellness or James T. Lutz, M.D. & Associates, Inc., Terminal Distributor of Dangerous Drugs license number 02-2377050 and license number 02-2138800 will operate.

12. 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.

13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

14. 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.

4:04 p.m.

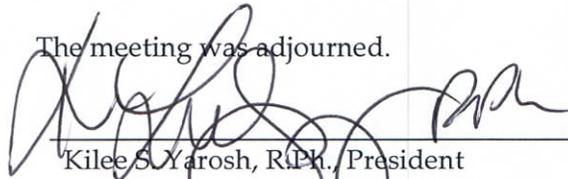
The Board opened up the floor for a Q&A session with the University of Toledo students.

4:28 p.m.

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 Mr. Passafume and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

5:15 p.m.

The meeting was adjourned.



Kilee S. Yarosh, R.Ph., President

Date: 5/4/16



Steven W. Schierholt, Esq., Executive Director

Date: 5/4/16