



MINUTES OF THE AUGUST 8-9, 2016
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, August 8, 2016

10:00 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

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

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Eric Griffin, *Director of Compliance and Enforcement*; David Ingram, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; Chandra Galante, *Director of Licensing*; Matthew Lampke, *Assistant Attorney General* and Cameron McNamee, *Director of Policy and Communications*.

Mr. Griffin provided the Compliance and Enforcement update.

Mr. Passafume provided the CPG Committee report.

Ms. Marchal provided the PAPC Committee report. The next PAPC meeting will be held on August 9, 2016, and Ms. Rudell will be attending the PAPC meetings as the Board's delegate.

Ms. Galante provided the Licensing update.

Mr. Garner provided the OARRS update.

Mr. Lampke provided the Legal report.

R-2017-034 Mr. Passafume moved that the Board approve Internal Management Rule 4729-2-03. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-8.

R-2017-035 The Board received an application for the Continuing Education Provider Status of **Gretchen Lindsey, R.Ph.** (03-1-20827) Powell, 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-8.

10:30 a.m. Ms. Galante presented the Board with two intern requests to re-exam early. No motion was made to approve the request.

77 South High Street, 17th Floor, Columbus, Ohio 43215



R-2017-036 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Michael Sturgill, R.Ph.** (03-3-18736) McDermott, Ohio, be the Responsible Person for the following pharmacies:

Smith Drug Company, Inc.: Portsmouth, Ohio (02-0117250)

Smith Home Medical, Inc.: Portsmouth, Ohio (02-1447700)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 11 months. The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

R-2017-037 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Rory Phillips, R.Ph.** (03-1-14734) Wheelersburg, Ohio, be the Responsible Person for the following pharmacies:

Southern Ohio Medical Center Pharmacy: Portsmouth, Ohio (02-2457650)

Southern Ohio Medical Center-Scioto Campus: Portsmouth, Ohio (02-0040650)

After discussion, Ms. Marchal moved that the Board approve the request for a period of 11 months. The motion was seconded by Mr. Cox and approved by the Board: Aye-8.

R-2017-038 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Chestor Kaczor, R.Ph.** (03-1-27410) Upper Arlington, Ohio, be the Responsible Person for the following pharmacies:

Nationwide Children's Hospital: Columbus, Ohio (02-0039200)

NCH in Grant Medical Center: Columbus, Ohio (02-2330300)

NCH in Riverside Hospital: Columbus, Ohio (02-2269000)

NCH in Dublin Methodist Hospital: Dublin, Ohio (02-2487800)

NCH in St. Ann's Hospital: Westerville, Ohio (02-2562150)

NCH Retail Pharmacy: Columbus, Ohio (02-0600150)

After discussion, Ms. Marchal moved that the Board table the request. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-8.

R-2017-039 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Cheryl Sue Smith, R.Ph.** (03-2-16753) Kingston, Ohio, be the Responsible Person for the following pharmacies:

Adena Pike Medical Center: Waverly, Ohio (02-0398300)

Adena Pike Pharmacy: Waverly, Ohio (02-2492650)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 11 months. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-8.

R-2017-040 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Kathleen Donley, R.Ph.** (03-1-12194) Hudson, Ohio, be the Responsible Person for the following pharmacies:

Akron General Medical Center: Akron, Ohio (02-0030500)
Lodi Community Hospital: Lodi, Ohio (02-0030800)
Edwin Shaw Rehab, LLC: Cuyahoga Falls, Ohio (02-1529500)

After discussion, Mr. Cox moved that the Board approve the request for a period of 11 months. The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

R-2017-041 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Pete Cangialosi, R.Ph.** (41019) Santa Fe Springs, California, be the Responsible Person for the following pharmacies:

Albertson-Safeway Pharmacy #4705: Santa Fe Springs, California (02-2579950)
Safeway Pharmacy #4702: Long Beach, California (02-2160050)

After discussion, Ms. Yarosh moved that the Board temporarily approve the request until such time Safeway Pharmacy #4702 terminates their license, approval not to exceed 11 months. The motion was seconded by Ms. Rudell and approved by the Board: Aye-8.

R-2017-042 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Ryan Lewis Hoisingtron, R.Ph.** (03-2-26142) Baltimore, Ohio, be the Responsible Person for the following pharmacies:

Pickerington Emergency Care Center: Pickerington, Ohio (02-2502700)
Pickerington Emergency Care Center: Pickerington, Ohio (02-2502650)

After discussion, Ms. Marchal moved that the Board approve the request for a period of 11 months. The motion was seconded by Mr. Cox and approved by the Board: Aye-7/Abstain-1.

R-2017-043 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **John O.Connell, R.Ph.** (03-1-12394) Columbus, Ohio, be the Responsible Person for the following pharmacies:

Mount Carmel West Pharmacy: Columbus, Ohio (02-0975550)
Mount Carmel Outpatient Pharmacy: Columbus, Ohio (02-2494100)

After discussion, Mr. Wilt moved that the Board table the request. The motion was seconded by Mr. Weaver and approved by the Board: Aye-8.

R-2017-044 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Adonis Ducre, R.Ph.** (051293655) Illinois, be the Responsible Person for the following pharmacies:

Halsted Pharmacy: Chicago, Illinois (02-2405250)
Medtain Pharmacy: Chicago, Illinois (02-2610000)

After discussion, Ms. Yarosh moved that the Board approve the request until December 31, 2016. The motion was seconded by Ms. Rudell and approved by the Board: Aye-8.

R-2017-045

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Joseph Jerkins, R.Ph.** (03-1-24442) Columbus, Ohio, be the Responsible Person for the following pharmacies:

Maple Leaf Georgesville Pharmacy: Columbus, Ohio (02-2484400)

Maple Leaf Compound Pharmacy: Columbus, Ohio (02-2325150)

After discussion, Mr. Passafume moved that the Board deny the request. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-8.

10:55 a.m.

The Board recessed briefly.

11:15 a.m.

The meeting reconvened in Room South B&C.

R-2017-046

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Jimmy Henry, M.D.** (35.096049) New Albany, Ohio, be the Responsible Person for the following pain management clinics:

Midwest Spine and Pain Consultants: Gahanna, Ohio (02-2632950)

Midwest Spine and Pain Consultants: Westerville, Ohio (02-2633000)

After discussion, Ms. Yarosh moved that the Board table the request. The motion was seconded by Mr. Cain and approved by the Board: Aye-8.

R-2017-047

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Mukarram Ali Khan, M.D.** (34.008823) West Chester, Ohio, be the Responsible Person for the following pain management clinics:

Advanced Spine and Pain Management: Cincinnati, Ohio (02-1790000)

Advanced Spine and Pain Management: Springboro, Ohio (02-2327500)

After discussion, Mr. Weaver moved that the Board deny the request. The motion was seconded by Mr. Passafume and approved by the Board: Aye-8.

R-2017-048

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Saud Siddiqui, M.D.** (35.080772) Dublin, Ohio, be the Responsible Person for the following pain management clinics:

Dublin Pain Clinic: Columbus, Ohio (02-1845700)

Buckeye Wellness Consultants: Reynoldsburg, Ohio (02-2631450)

After discussion, Mr. Cox moved that the Board deny the request. The motion was seconded by Ms. Marchal and approved by the Board: Aye-8.

R-2017-049 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Michael Sretanski, M.D.** (34.007293) Sunbury, Ohio, be the Responsible Person for the following pain management clinics:

Interventional Spine and Pain: Mansfield, Ohio (02-2146850)

Saturday Spine Clinic: Columbus, Ohio (02-2138650)

After discussion, Mr. Wilt moved that the Board approve the request for 90 days with a re-inspection to ensure compliance is demonstrated. The motion was seconded by Mr. Passafume and approved by the Board: Aye-8.

R-2017-050 The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Nicholas Landry, M.D.** (35.006760) Gallipolis, Ohio, be the Responsible Person for the following pain management clinics:

Gallia Family Practice: Gallipolis, Ohio (02-2143400)

Wellston Family Practice: Wellston, Ohio (02-2143250)

After discussion, Ms. Marchal moved that the Board approve the request for a period of 11 months. The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

11:47 a.m. Ms. Galante presented the Board with an intern request to re-exam early. No motion was made to approve the request.

R-2017-051 Mr. Passafume moved that the Board authorize staff to deny intern requests to re-exam early. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-8.

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

1:07 p.m. The meeting reconvened in Room South B&C.

Mr. Schierholt provided the Executive Director report which included a discussion regarding OIT and state e-mail accounts, as well as the upcoming schools of pharmacy white coat ceremonies.

1:29 p.m. Mr. McNamee provided the Legislative update.

R-2017-052 Mr. Passafume moved that the Board adopt the following Resolution:

Clarification on Multiple Responsible Person Request- OAC 4729-5-11

The Board hereby recognizes that written requests for being a responsible person at more than one location must only be submitted in the case of pharmacies, pain management clinics and wholesale distributors. There is no requirement to submit a written request for other locations licensed as terminal distributors of dangerous drugs.

The motion was seconded by Mr. Cox and approved by the Board: Aye-8.

R-2017-053 Mr. Passafume moved that the Board adopt the following Resolution:

Storage of Records Outside of a Pharmacy- OAC 4729-9-11

Effective August 15, 2016, rule 4729-9-11 states:

Any designated area outside the prescription department at the location licensed as a terminal distributor of dangerous drugs intending to be used for the storage of dangerous drugs, D.E.A. controlled substance order forms, exempt narcotics, hypodermics, poisons, records relating to the distribution of dangerous drugs except where the Board has granted a permission for such records to be stored at a secure off-site location pursuant to rules [4729-9-14](#) and [4729-9-22](#) of the Administrative Code, and every other item or product that requires the personal supervision or sale by a pharmacist shall meet the following requirements:

- The designated area shall be secured by either a physical barrier with suitable locks and/or an electronic barrier to detect unauthorized entry. Such a barrier, before being put into use, must be approved by the state board of pharmacy.
- No item, product, record, or equipment that must be accessible to anyone other than a pharmacist may be stored in the designated area, unless authorized by the board of pharmacy.
- Authorized personnel may have access if there is on-site supervision by a pharmacist.

For questions regarding the requirements of this rule, please review the guidance document. 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 Board has received a number of inquiries from pharmacies that are currently storing patient records on-site but that do not currently meet the requirements set forth in rule 4729-9-11.

In order to assist pharmacies in meeting this specific requirement, the Board hereby grants an extension of this provision until February 1, 2017. Pharmacies must ensure that they meet this requirement by February 1, 2017 and should begin the process of securing their on-site records storage now to allow time for approval by their local compliance agent or specialist. If a pharmacy cannot meet the February 1, 2017 deadline, they can receive a six-month extension (no later than August 1, 2017) if they submit a plan to the Board indicating how they will meet the requirements of the rule.

The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

2:00 p.m. Mr. McNamee and the Board discussed draft Rules 4729-16-01 and 4729-16-04.

R-2017-054 Mr. Weaver moved that the intern ratio exemption request submitted by **Timothy Ulbrich**, *NEOMED University*, proposing 2 preceptors to 10 student immunizers as a max be approved. The motion was seconded by Ms. Marchal and approved by the Board: Aye-8.

2:05 p.m. Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to

Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cain-yes; Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.

2:40 p.m. The meeting reconvened in Room South B&C.

3:10 p.m. Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cain-yes; Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.

3:30 p.m. The meeting reconvened in Room South B&C.

The Board recessed for the day.

Tuesday, August 9, 2016

9:00 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, R.Ph., *President*; Edward T. Cain, *Public Member*; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph.; and Kilee S. Yarosh, R.Ph.

Steve introduced the recipients of the 2016 Staff Awards:

Vicki Whitt, *Director of Human Resources*, was the recipient of the President's Award:

President's Award

Recognizes exceptional performance, leadership, and service. The recipient of this award will have a record of exemplary performance and distinctive contributions to the operation of the Board. He or she will have clearly demonstrated initiative toward the improvement of the Board and will have shown commitment to the Board community as a whole.

Andrea Wagner, *Administrative Assistant*, was the recipient of the Excellence in Customer Service Award:

Excellence in Customer Service Award

An employee who consistently enhances the level of customer/caller/licensee/guest satisfaction, is respectful, and exceeds expectations.

John Bonish, *Compliance Agent*, was the recipient of the Investigator of the Year Award:

Investigator of the Year Award

The coworker who goes above and beyond in inspections and investigations; whose reports are consistently well written well documented and mistake free.

9:11 a.m. Curtis L. Passafume, Jr., R.Ph. joined the meeting.

Mr. McNamee provided an update to Rules 4729-16-01, 4729-16-04, and 4729-16-13.

R-2017-055 Ms. Yarosh moved that Rules 4729-16-01, 4729-16-04, and 4729-16-13 be approved as amended for filing with JCARR. The motion was seconded by Mr. Passafume and approved by the Board: Aye-8.

9:25 a.m. The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Charles Breitstadt**, Vansant, Ohio.

10:12 a.m. The hearing ended and the record was closed.

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

10:42 a.m. The recess ended and the hearing was opened to the public.

R-2017-056 After votes were taken in public session, the Board adopted the following order in the matter of **Charles Breitstadt**, Vansant, Virginia.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2016-1383)

In The Matter Of:

Charles Breitstadt
1012 Magic Road
Vansant, VA 24656
(INT.06-014761)

INTRODUCTION

The Matter of Charles Breitstadt came for hearing on August 9, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Charles Breitstadt was represented by Alan Friedman. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Charles Breitstadt, Respondent

Respondent's Witnesses:

1. None

State's Exhibits:

- | | | |
|----|---|------------|
| 1. | Notice of Opportunity for Hearing | 05-12-2016 |
| 2. | Request for Hearing | 05-31-2016 |
| 3. | Notice of Hearing | 05-31-2016 |
| 4. | Legal Intern Application | 03-08-2016 |
| 5. | Convictions | |
| a) | Underage Intoxication, New Hampshire | 04-05-2004 |
| b) | Disorderly Conduct, Clark Co. Municipal Court | 11-20-2008 |
| c) | Loss of Physical Control, Clark Co. Municipal Court | 05-09-2009 |
| d) | Reckless Operation, Franklin Co. Municipal Court | 11-06-2013 |
| 6. | Notice of Continuance | 06-02-2016 |

Respondent's Exhibits:

- | | | |
|----|----------------------------|---------|
| A. | Professional Organizations | No Date |
| B. | Community Service Hours | Various |
| C. | Generation Rx (elect) | No Date |

FINDINGS OF FACT

The State of Ohio and Charles Breitstadt, by and through counsel, stipulated to the following Findings of Fact, which are accepted and adopted by the Board:

1. On Charles Breitstadt'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). Charles Breitstadt included a statement and court documents in his application that detailed his arrest and subsequent convictions of criminal and traffic offenses related to the consumption of alcohol.
 - a. On or about February 22, 2004, Charles Breitstadt was charged by the Bedford Police Department in Bedford New Hampshire with Unlawful Possession and Intoxication. Case No. 457-2004-CR-00685. On or about April 5, 2004, he plead guilty to the offense and was sentenced to attend an alcohol program and pay a \$300 fine.
 - b. On or about November 20, 2008, Charles Breitstadt plead guilty to Disorderly Conduct, a minor misdemeanor, by the Municipal Court of Clark County, Clark County, OH. Case No. 2008 CRB 5221.

c. On or about May 9, 2009, Charles Breitstadt was charged with Operating a vehicle under the influence of alcohol or a drug of abuse and Operating a vehicle under the influence of alcohol or drug of abuse Per se by the Municipal Court of Clark County, Clark County, OH. Case No. 2009 TRC 5664. During the stop, he tested over the legal limit of .08 and submitted a breath sample that registered at .109 BAC. On or about October 6, 2009, he plead guilty to an amended charge of Physical Control, a first degree misdemeanor, and the Operating a vehicle under the influence of alcohol or drug of abuse Per se was dismissed. The court also assessed a \$375 fine as a result of the guilty plea.

d. On about August 7, 2013, Charles Breitstadt charged with Operating a vehicle under the influence of alcohol or a drug of abuse by the Franklin County Municipal Court, Franklin County, OH. Case No. 2013 TRC 165613. On or about November 4, 2013, he plead guilty to an amended charge of Reckless Operation, a first degree misdemeanor, and sentenced to pay a \$150 fine.

DECISION OF THE BOARD

The Board holds in abeyance its conclusions of law on this matter so long as it receives, not later than 30 days from the effective date of this Order, results of an alcohol assessment administered by a licensed assessor/treatment provider, which is inclusive of Charles Breitstadt's entire history related to alcohol use and/or abuse, inclusive of all criminal matters – even those matters expunged or sealed. The assessment must include an analysis of Charles Breitstadt's past and current state of addiction or abuse (or lack thereof), and determination of his ability to safely practice in the profession of pharmacy. Charles Breitstadt must sign a release to disclose the results of the assessment to the Board.

Upon receipt of the alcohol assessment, the Board will issue a Final Order in this matter. If the results of the alcohol assessment are negative, that is, without recommendations for treatment or follow-up, and without concern for Charles Breitstadt's ability to safely practice in the profession of pharmacy, the Board's final Order will indicate Charles Breitstadt's intern license was issued without any disciplinary action being taken. If the alcohol assessment demonstrates a current or continued abuse or addiction to alcohol, or demonstrates an inability or concern about his ability to safely practice pharmacy, the Board will issue a Final Order placing Charles Breitstadt's intern license on probation with standard terms and conditions for the duration of the existence of his internship license, to include compliance with any treatment recommendations.

Subsequent to the August 9, 2016 hearing and the Board's oral Order, the Board received the results of a "brief assessment" from Richard N. Whitney, MD, FASAM, Medical Director – Addiction Services at Shepherd Hill dated August 26, 2016. The Board reviewed the information at its September 12, 2016 meetings.

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 March 8, 2016, by Charles Breitstadt.

Mr. Passafume moved for Action of the Board; Ms. Marchal seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

10:45 a.m. The Board recessed briefly.

10:49 a.m. The meeting reconvened in Room South B&C.

The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Penny Jean Gehrs-Nerderman, R.Ph.**, Monroe, Ohio.

11:47 a.m. The hearing ended and the record was closed.

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

12:32 p.m. The recess ended and the hearing was opened to the public.

R-2017-057 After votes were taken in public session, the Board adopted the following order in the matter of **Penny Jean Gehrs-Nerderman, R.Ph.**, Monroe, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2015-1260-A)

In The Matter Of:

Penny Jean Gehrs-Nerderman, R.Ph.

11 Ridge Wood Drive

Monroe, Ohio 45050

(License No. 03-1-20595)

INTRODUCTION

The Matter of Penny Jean Gehrs-Nerderman came for hearing on August 9, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Penny Jean Gehrs-Nerderman was represented by Douglas Graff. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Penny Jean Gehrs-Nerderman; Respondent
2. Patrick Kovacs; Pharmacist

Respondent's Witnesses:

1. Penny Jean Gehrs-Nerderman; Respondent

State's Exhibits:

- | | | |
|----|--|------------|
| 1. | Notice of Opportunity for Hearing | 12-16-2015 |
| 2. | Request for Hearing | 12-22-2015 |
| 3. | Notice of Hearing Date | 12-22-2015 |
| 4. | Random Drug Screens | Various |
| 5. | Statement of Penny Jean Gehrs-Nerderman and Drug Receipt | 03-31-2015 |
| 6. | Meijer EID Investigation | Various |
| 7. | Cheffy Drugs/Patrick Kovacs EID Investigation | Various |

Respondent's Exhibits:

- | | | |
|----|---|---------|
| A. | Resume of Penny Jean Gehrs-Nerderman, R.Ph. | No Date |
| B. | CE Course Certificates | Various |
| C. | Letters of Support | Various |

FINDINGS OF FACT

The State of Ohio and Penny Jean Gehrs-Nerderman, by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

1. On or about February 27, 2015, Penny Jean Gehrs-Nerderman tested positive for benzodiazepines on a random drug screen administered by Humana RightSource. The Gas Chromatography-Mass Spectrometry showed she tested positive for both lorazepam and clonazepam. She produced a prescription for clonazepam but could not provide a prescription for lorazepam.
2. On or about March 23, 2015, the Board received a call from Humana RightSource concerning pharmacist, Penny Jean Gehrs-Nerderman, who failed a random drug screen.
3. On or about March 31, 2015, Penny Jean Gehrs-Nerderman informed the Agent conducting the investigation verbally and by written statement that Meijer Pharmacy incorrectly dispensed the wrong medication by dispensing lorazepam 0.5 tablets instead of clonazepam. After testing positive for lorazepam, she looked at her pills and realized "there were two different kinds and colors" and called the pharmacy. She also stated the pharmacy mixed "10 or so" tablets of lorazepam with her prescription.
4. During an interview by an Agent of the Board, Patrick Kovacs admitted that on or about February 21, 2015, he created a false prescription for eight (8) clonazepam 0.5 tablets authorized

by Dr. R. Snider under prescription number 4067039 for Penny Jean Gehrs-Nerderman. He also confirmed that he sent a fax falsely stating there was an error in dispensing that occurred at Cheffy Drugs.

5. During an interview by an Agent of the Board, Penny Jean Gehrs-Nerderman admitted that Meijer did not incorrectly dispense her clonazepam prescription. She also stated that she did not intend to create more work for the Board and get Patrick Kovacs involved.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) through (5) of the Findings of Fact constitutes Falsification, in violation of Section 2921.13(A)(3) of the ORC.
2. Such conduct as set forth in paragraphs (1) through (5) of the Findings of Fact constitutes Obstructing Official Business, in violation of Section 2921.31(A) of the ORC.
3. Such conduct as set forth in paragraphs (1) through (5) of the Findings of Fact constitutes failure to cooperate in an investigation, in violation of Section 4729.19 of the ORC.
4. Such conduct as set forth in paragraphs (1) through (5) of the Findings of Fact constitutes the following violations of the ORC:
 - a. Guilty of 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); and
 - c. Guilty of willfully violating...any rule adopted by the board, ORC Section 4729.16(A)(5).
5. Finally, such conduct as set forth in paragraphs (1) through (5) of the Findings of Fact constitutes a violation of 4729-5-04(C) of the OAC, not being of good habits.

DECISION OF THE BOARD

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 \$2,450 on Penny Jean Gehrs-Nerderman and payment in full is due no later than thirty days 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 of Ohio Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

Penny Jean Gehrs-Nerderman must obtain a mental and physical health assessment that includes an evaluation her fitness to practice pharmacy and she must release the results of the assessment to the State of Ohio Board of Pharmacy.

Further, the license to practice pharmacy held by Penny Jean Gehrs-Nerderman, license no. 03-1-20595, shall be suspended from the effective date of this order for a period of 14 days or until the mental and physical health assessment is returned indicating Penny Jean Gehrs-Nerderman is fit to practice pharmacy, whichever is later. After the suspension period of 14 days or the

recommended term as stated in the assessment, Penny Jean Gehrs-Nerderman's pharmacist license will be placed on probation for a period of three (3) years with the following conditions:

1. Penny Jean Gehrs-Nerderman must comply with any and all treatment recommendations as set forth in her mental and physical health assessment. Failure to adhere to the terms of her treatment recommendations will be considered a violation of the Board's Order and subject Penny Jean Gehrs-Nerderman to potential sanctions up to and including revocation of license.
2. Penny Jean Gehrs-Nerderman must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Penny Jean Gehrs-Nerderman to potential sanctions up to and including revocation of license. The contract must provide that:
 - a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Penny Jean Gehrs-Nerderman 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.
3. 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.
4. Penny Jean Gehrs-Nerderman 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 Penny

Jean Gehrs-Nerderman reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Penny Jean Gehrs-Nerderman 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 Penny Jean Gehrs-Nerderman reappear before the Board for possible additional sanctions, including and up to revocation of license.

6. Penny Jean Gehrs-Nerderman 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 Penny Jean Gehrs-Nerderman's progress towards recovery and what Penny Jean Gehrs-Nerderman has been doing during the previous three months.

7. Other terms of probation are as follows:

a. The State Board of Pharmacy hereby declares that Penny Jean Gehrs-Nerderman'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. Penny Jean Gehrs-Nerderman may not serve as a responsible pharmacist.

c. Penny Jean Gehrs-Nerderman may not destroy, assist in, or witness the destruction of controlled substances.

d. Penny Jean Gehrs-Nerderman may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.

e. Penny Jean Gehrs-Nerderman must not violate the drug laws of Ohio, any other state, or the federal government.

f. Penny Jean Gehrs-Nerderman must abide by the rules of the State of Ohio Board of Pharmacy.

g. Penny Jean Gehrs-Nerderman must comply with the terms of this Order.

h. Penny Jean Gehrs-Nerderman's license is deemed not in good standing until successful completion of the probationary period.

8. Penny Jean Gehrs-Nerderman must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Penny Jean Gehrs-Nerderman to possible additional sanctions, including and up to revocation of license.

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

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

Ms. Yarosh moved for Conclusions of Law; Mr. Wilt seconded the motion. Motion passed (Aye-8/Nay-0).

Ms. Marchal moved for Action of the Board; Mr. Weaver seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

12:35 p.m. The Board recessed for lunch.

1:29 p.m. The meeting reconvened in Room South B&C. Ms. Rudell left the meeting to attend the PAPC Committee meeting.

R-2017-058 Ms. Yarosh moved the Board adopt the following resolution:

A Resolution for Edward T. Cain

WHEREAS, Edward T. Cain, has served
the citizens of Ohio with distinction
as a member of the State of Ohio Board of Pharmacy
following his appointment by Governor Ted Strickland in 2009;
and his reappointment by Governor John R. Kasich in 2012.

WHEREAS, during his commendable term in this appointment,
Mr. Cain maintained the highest professional standards
and demonstrated the admirable traits of
integrity, intelligence, and impartiality in matters
concerning the profession of pharmacy; therefore

BE IT RESOLVED that we, the Members of
the State of Ohio Board of Pharmacy,
in its one hundred and thirty-second year,
do hereby express our profound appreciation to
Edward T. Cain for his service and recognize him for
his commitment to health and safety of the citizens of Ohio.

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

1:30 p.m.

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

EMILY COE ACKER	INDIANA
MATTHEW J. ALEXANDER	SOUTH CAROLINA
JONATHAN ROBERT ALLEN	NEW YORK
MATTHEW RYAN BAWEL	PENNSYLVANIA
VICTORIA BENJAMIN	MISSOURI
LILIYA BORICHEVSKIY	CALIFORNIA
JOHNATHAN MORGAN BRADFORD	INDIANA
DANIEL ROBERT BRAINARD	WEST VIRGINIA
BRYNN N. BUTLER	KENTUCKY
LEANN M. CAPE	KENTUCKY
RICKY ALLAN CHAMBERS	TENNESSEE
ZACHARY D. CORBELL	TEXAS
RICHARD J. DEBARTOLO	ILLINOIS
KYLE C. DIPAOLO	NEW YORK
JESSICA EVE DOMINIC	MICHIGAN
MARIA PAULINA DUARTE	WISCONSIN
BETH P. GORDON	INDIANA
NATALIA B. GUT	ILLINOIS
JESSICA LEIGH HOOVER	MICHIGAN
DIANA JASON	ILLINOIS
KIMBERLY A. JORDAN	MICHIGAN
ISAIAH DANIEL KELLER	TENNESSEE
LAUREN KOHLEY	PENNSYLVANIA
MELINDA ANN LITMER	KENTUCKY
MEGGAN L. ODELL	INDIANA
ALISON M. PAPLASKAS	MICHIGAN
ALAN PHILIP SIEGFRIED	INDIANA
JOANNE J. SMITH	COLORADO
ELAINA CHRISTINE STOECKLE	KENTUCKY
LORI A. SUBLETT	KENTUCKY
DAWN ALISA TAYLOR	INDIANA
PETER NANG TRAN	CALIFORNIA
TUAN ANH TRINH	OREGON
LAUREN JAYNE VANHOOK	CONNECTICUT

1:51 p.m.

The meeting reconvened in Room South B&C.

R-2017-059 Ms. Marchal moved that **Farmapack, LLC dba Exact Care Pharmacy's** request to perform remote entry verification for their New Jersey Non-Resident Terminal Distributor License (02-2483900) in conjunction with their Ohio License Terminal Distributor License, Exact Care Pharmacy, LLC (02-2370450) be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

R-2017-060 Pursuant to Section 4729.16 of the Ohio Revised Code, the Ohio State Board of Pharmacy considered a summary suspension as required by Section 3719.121 of the Ohio Revised Code. After hearing Mr. Griffin discuss the significant facts regarding the activities of the individual, Mr. Wilt moved that the Board summarily suspend the license to practice pharmacy belonging to **Corey Thompson, R.Ph.** (03-3-23719) Ashland, Ohio, pursuant to Ohio Revised Code 3719.121(B). The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

R-2017-061 Ms. Yarosh moved that the Board adopt the following resolution:

Pursuant to Rule 4729-5-11, the Board of Pharmacy is required to adopt a resolution providing the credential types or qualifications required to the responsible person of each classification of terminal and wholesale distributor of dangerous drugs license. Only individuals that meet the credentials specified may be the responsible person for that classification type.

Effective, September 1, 2016, the Board hereby adopts the following responsible person requirements:

LICENSES	LIMITED OR UNLIMITED LICENSE	RESPONSIBLE PERSON	ADDITIONAL REQUIREMENTS
<u>PHARMACY</u>			
In-State Pharmacy	Unlimited	RPH	N/A
Consulting Pharmacy	Limited	RPH	Consulting Only Form
Non-Resident Pharmacy	Unlimited	RPH	Compounding pharmacies must provide documentation to Rule 4729-16-08
Non-Resident Consulting Only	Limited	RPH	Consulting Only Form
Remote Order Entry	Limited	RPH	Remote Order Entry Form
Contingency Stock-Nursing Home	Unlimited	RPH	N/A
<u>MEDICAL GASES</u>			
Oxygen	Limited	MD, DO, RN, APRN, MANAGEMENT, LNHA, RRT	Provide a notarized, signed drug list. APRN statement

Nitrous Oxide Manufacturer Use	Limited	MANAGEMENT	Provide a notarized, signed drug list.
<u>FACILITIES</u>			
Animal Control, Dog Pound, Dog Warden-Humane Society	Limited	DVM	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director.
Animal Euthanasia	Limited	CET, DVM, DOG WARDEN	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director. Provide Euthanasia certifications of technicians.
Zoo/Veterinary Practice	Unlimited	DVM	N/A
Dog Trainer	Unlimited	MANAGEMENT	Must have law enforcement affiliation.
First Aid Room	Limited	DO, MD, APRN	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director. APRN statement
Home Health	Limited	DO, MD	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in
Hospice	Unlimited	DO, MD	N/A
Custodial Care/Group Home	Unlimited	DO, MD	N/A
Blood Banks	Unlimited	DO, MD	N/A

Imaging	Limited	DO, MD	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director.
Laboratory/Research	Unlimited	DO, MD, PHD, CHEMIST, MANAGEMENT	N/A
Clinical Trials	Unlimited	DO, MD	N/A
Nursing Home Drug Stock	Limited	DO, MD, APRN	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director. APRN statement
Peritoneal Dialysis Center	Limited	MANAGEMENT	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director.
Correctional Institutions	Unlimited	MD, DO, APRN, RPH	APRN statement **Correctional Institution-Hospital must be a RPH**
EMS Headquarters & Satellites	Limited	MD, DO, RPH	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director.
Pain Management	Unlimited	MD, DO	Pain Management Addendum on renewal and meet

			requirements in rule 4729-5-11.
Clinics (Mobile Clinics, Urgent Care, Convenience Care Clinics, Helicopter/Aircraft)	Unlimited	MD, DO, APRN	APRN statement
Prescriber Practices	Unlimited	MD, DO, APRN, RPH	Prescriber Compounding Addendum APRN statement
Oncology Clinics	Unlimited	MD, DO, APRN, RPH	APRN statement
Infusion Center	Unlimited	DO, MD, APRN, MD	APRN statement
Dialysis	Unlimited	DO, MD, APRN	APRN statement
Free Standing Emergency Department	Unlimited	DO, MD, RPH	N/A
Ambulatory Surgery Center	Unlimited	DO, MD, RPH	N/A
Physical Therapy	Limited	DO, MD, APRN, RPH	Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director. APRN statement
Sports Training Facility	Unlimited	DO, MD	N/A
Mental Health	Unlimited	DO, MD	N/A
Outpatient Chemical Treatment	Unlimited	DO, MD	N/A
Teaching Institutions	Limited	DDS, DO, MD, RPH, APRN, RN (HEAD OF PROGRAM)	**If injecting students RP can only be a DO, MD, DDS, RPH ** Provide a notarized, signed drug list, protocol, and an authorized personnel list on initial application or if a change in Medical Director.
<u>WHOLESALE DISTRIBUTORS</u>			
- Wholesaler Distributors - Virtual Manufacturer/Wholesaler Third Party Logistics (3PL)	Unlimited	MANAGEMENT	N/A

Outsourcing Facility	Unlimited	RPH	Provide a FDA inspection report (483A) and a State Inspection less than 2 years' old.
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The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

2:03 p.m.

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

2:34 p.m.

The hearing ended and the record was closed.

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

2:42 p.m.

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

R-2017-062

After votes were taken in public session, the Board adopted the following order in the matter of **Melissa Dunham, R.Ph.**, Wheelersburg, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2014-1773)

In The Matter Of:

Melissa Dunham, R.Ph.
28 Michael Lane, Apt. B
Wheelersburg, Ohio 45694
(RPH.03228191)

INTRODUCTION

The Matter of Melissa Dunham came for hearing on August 9, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Jennifer M. Rudell, R.Ph.; Absent.

Melissa Dunham was represented by Rick Faulkner. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. None

Respondent's Witnesses:

1. Melissa Dunham, Petitioner

State's Exhibits:

- | | | |
|----|-----------------------------------|------------|
| 1. | Request for Reinstatement | 02-05-2016 |
| 2. | Notice of Hearing | 02-10-2016 |
| 3. | Order of the Board | 03-06-2015 |
| 4. | Notice of Opportunity for Hearing | 08-08-2014 |

Respondent's Exhibits:

- | | | |
|----|--|------------|
| A. | Dublin Springs Program Completion Statement | 08-29-2014 |
| B. | Dublin Springs Intensive Outpatient Completion Statement | 10-06-2014 |
| C. | PRO Contract | 09-16-2014 |
| D. | Order of the State of Ohio Board of Pharmacy | 03-06-2015 |
| E. | PRO Contract | 03-17-2015 |
| F. | Notice of Reinstatement Hearing | 02-10-2016 |
| G. | Urine Screens | Various |
| H. | AA/NA Meeting Attendance | Various |
| I. | PRO Client Self-Reports | Various |
| J. | Letters of Support | Various |

FINDINGS OF FACT

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Melissa Dunham has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. 2014-1773, dated March 6, 2015.

DECISION OF THE BOARD

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist identification card, No. 03228191, held by Melissa Dunham 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. Melissa Dunham must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Melissa Dunham to potential sanctions up to and including revocation of license. The contract must provide that:

- a. Random, observed urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucoronide (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 Melissa Dunham 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.
1. 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.
 - c. 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.
 - d. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
2. Melissa Dunham 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 Melissa Dunham reappear before the Board for possible additional sanctions, including and up to revocation of license.
 3. Melissa Dunham 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 Melissa Dunham reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Melissa Dunham 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:

- c. The written report and documentation provided by the treatment program pursuant to the contract, and
 - d. A written description of Melissa Dunham's progress towards recovery and what Melissa Dunham has been doing during the previous three months.
5. Other terms of probation are as follows:
- i. The State Board of Pharmacy hereby declares that Melissa Dunham'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.
 - j. Melissa Dunham may not serve as a responsible pharmacist.
 - k. Melissa Dunham may not destroy, assist in, or witness the destruction of controlled substances.
 - l. Melissa Dunham may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - m. Melissa Dunham must, during the first six months of practice, work only with a pharmacist whose license is in good standing.
 - n. Melissa Dunham must not violate the drug laws of Ohio, any other state, or the federal government.
 - o. Melissa Dunham must abide by the rules of the State of Ohio Board of Pharmacy.
 - p. Melissa Dunham must comply with the terms of this Order.
 - q. Melissa Dunham's license is deemed not in good standing until successful completion of the probationary period.
6. Melissa Dunham must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Melissa Dunham to possible additional sanctions, including and up to revocation of license.
7. 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 Melissa Dunham's license.

At the conclusion of the probationary period, the Board will issue a notice of opportunity for hearing to Melissa Dunham regarding the status of Melissa Dunham's probation and whether

Melissa Dunham has successfully met all terms of probation and may be considered in good standing.

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

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

SO ORDERED.

R-2017-063

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

**IN THE MATTER OF:
CASE NO. 2016-1006**

Dr. David R. Mandel
c/o David R. Mandel, MD
6551 Wilson Mills Road
Mayfield Village, Ohio 44143
License No. 02-1635650

AND

Dr. David R. Mandel
c/o David R. Mandel, MD
320 Center Street
Chardon, Ohio 44204
License No. 02-1635700

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 Dr. David R. Mandel, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the purchase and receipt of drugs which were not approved by the United States Food and Drug Administration, Case No. 15 CRF 012. Together, OSBP and Dr. David R. Mandel 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. Dr. David R. Mandel is a licensed Terminal Distributor of Dangerous Drugs under license numbers 02-1635650 and 02-1635700.

FACTS

1. On or about January 4, 2016, the OSBP initiated an investigation of Dr. David R. Mandel, Terminal Distributor of Dangerous Drugs license numbers 02-1635650 and 02-1635700, related to Dr. David R. Mandel's purchase and receipt of drugs which were not approved by the United States Food and Drug Administration.
2. On or about July 7, 2016, the OSBP sent a Notice of Opportunity for Hearing to Dr. David R. Mandel, 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. Dr. David R. Mandel neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 7, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Dr. David R. Mandel agrees to pay to the OSBP the amount of \$2,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Dr. David R. Mandel, Terminal Distributor of Dangerous Drugs license numbers 02-1635650 and 02-1635700, are placed on probation for a period of one year from the effective date of this Agreement and are both required to submit quarterly reports of all drug purchases to legal@pharmacy.ohio.gov.
5. Dr. David R. Mandel under both license number 02-1635650 and 02-1635700 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. Dr. David R. Mandel 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 Dr. David R. Mandel 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 Dr. David R. Mandel by the OSBP

and will NOT discharge Dr. David R. Mandel from any obligation under the terms of this Agreement.

7. Dr. David R. Mandel agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Dr. David R. Mandel 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 Dr. David R. Mandel will operate.

10. Dr. David R. Mandel waives any right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically waives any request for a hearing in this matter.

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

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

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

R-2017-064

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

**IN THE MATTER OF:
CASE NO. 2015-1694-B**

Douglas Vaal
116 Mound Ave.
Milford, Ohio 45150
Pharmacist License No. 03215466

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 Douglas Vaal, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of RX#2297063. Together, OSBP and Douglas Vaal 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 Vaal is a licensed pharmacist under license number 03215466.

FACTS

1. On or about August 20, 2015, 2015, the OSBP initiated an investigation of Douglas Vaal, pharmacist license number 03215466, related to Douglas Vaal's error in dispensing of RX#2297063.
2. On or about June 16, 2016, the OSBP sent a Notice of Opportunity for Hearing to Douglas Vaal, 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. Douglas Vaal neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 16, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Douglas Vaal 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Douglas Vaal must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
5. Douglas Vaal agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Douglas Vaal understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Douglas Vaal 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.

R-2017-065

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

**IN THE MATTER OF:
CASE NO. 2015-1850-B**

Christopher Stamatakos
8860 Decima St.
Cincinnati, Ohio 45242
Pharmacist License No. 03334686

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 Christopher Stamatakos, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of RX#2298466. Together, OSBP and Christopher Stamatakos 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. Christopher Stamatakos is a licensed pharmacist under license number 03334686.

FACTS

1. On or about October 15, 2015, the OSBP initiated an investigation of Christopher Stamatakos, pharmacist license number 03334686, related to Christopher Stamatakos's error in dispensing of RX#2298466.
2. On or about June 16, 2016, the OSBP sent a Notice of Opportunity for Hearing to Christopher Stamatakos, 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. Christopher Stamatakos neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 16, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Christopher Stamatakos 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Christopher Stamatakos must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
5. Christopher Stamatakos agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Christopher Stamatakos understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Christopher Stamatakos 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.

R-2017-066

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

**IN THE MATTER OF:
CASE NO. 2014-2187-B**

Jennifer Benzinger
7190 Lamplite Court
Cincinnati, Ohio 45244
Pharmacist License No. 03221074

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 Jennifer Benzinger, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the dispensing of an expired drug under prescription #7354318. Together, OSBP and Jennifer Benzinger 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. Jennifer Benzinger is a licensed pharmacist under license number 03221074.

FACTS

1. On or about December 26, 2014, the OSBP initiated an investigation of Jennifer Benzinger, pharmacist license number 03221074, related to Jennifer Benzinger's dispensing of an expired drug under prescription #7354318.
2. On or about June 17, 2016, the OSBP sent a Notice of Opportunity for Hearing to Jennifer Benzinger, 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. Jennifer Benzinger neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 17, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Jennifer Benzinger 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. Jennifer Benzinger must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
 5. Jennifer Benzinger agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Jennifer Benzinger understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Jennifer Benzinger 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.
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R-2017-067

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

**IN THE MATTER OF:
CASE NO. 2014-1349**

Brian Dvorak, R.Ph.
5874 Regay Drive
New Franklin, Ohio 44319
Pharmacist License No. 03232630

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 Brian Dvorak, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription #6242650. Together, OSBP and Brian Dvorak 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. Brian Dvorak is a licensed pharmacist under license number 03232630.

FACTS

1. On or about March 26, 2014, the OSBP initiated an investigation of Brian Dvorak, pharmacist license number 03232630, related to Brian Dvorak's error in dispensing of prescription #6242650.
2. On or about June 30, 2016, the OSBP sent a Notice of Opportunity for Hearing to Brian Dvorak, 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. Brian Dvorak neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 30, 2016, however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Brian Dvorak 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Brian Dvorak must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Brian Dvorak agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Brian Dvorak understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Brian Dvorak 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.

R-2017-068

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

IN THE MATTER OF:

CASE NOS.

2016-1107-B

2016-1021-B

2015-2024-B

2015-1708-B

Isaac Pearson, Jr., R.Ph.

PO Box 37931

Cincinnati, Ohio 45222

License No. 03217801

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 Isaac Pearson, Jr., R.Ph., for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of RX#2287946, RX#2287034, RX#2285814, and RX#2282995. Together, OSBP and Isaac Pearson, Jr., R.Ph. 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. Isaac Pearson is a licensed pharmacist under license number 03217801.

FACTS

1. On or about February 8, 2016, the OSBP initiated an investigation of Isaac Pearson, pharmacist license number 03217801, related to Isaac Pearson's error in dispensing of RX#2287946, RX#2287034, RX#2285814, and RX#2282995.
2. On or about June 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Isaac Pearson, 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. Isaac Pearson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Isaac Pearson agrees to pay to the OSBP the amount of \$1,250.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Isaac Pearson must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Isaac Pearson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Isaac Pearson understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Isaac Pearson 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. Isaac Pearson waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter.

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-2017-069

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

**IN THE MATTER OF:
CASE NO. 2016-1311**

Michelena Helbley, R.Ph.
4901 Roscommon Drive
Brunswick Hills, Ohio 44212
License No. 03-3-13411

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 Michelena Helbley for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Michelena Helbley for continuing education units. Together, OSBP and Michelena Helbley 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. Michelena Helbley is a licensed pharmacist under license number 03-3-13411.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Michelena Helbley, pharmacist license number 03-3-13411. 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 Michelena Helbley, which she returned the notarized form indicating that she 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 Michelena Helbley, 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. Michelena Helbley 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 Michelena Helbley.
4. Michelena Helbley 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Michelena Helbley must obtain 9.5 hours of approved continuing pharmacy education (0.95 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 10 hours of continuing pharmacy education that were proactively completed by Michelena Helbley, 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. Michelena Helbley agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Michelena Helbley understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Michelena Helbley 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.

R-2017-070

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

**IN THE MATTER OF:
CASE NO. 2015-1818 A-C**

**Kroger Pharmacy N-893
02-1063300**

**Kroger Pharmacy N-851
02-0882550**

**Kroger Pharmacy N-897
02-1027000**

1014 Vine Street
Cincinnati, Ohio 45202

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 Kroger Pharmacy, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Sandra Nzimiro practicing pharmacy with an expired license at three Kroger Pharmacy locations. Together, OSBP and Kroger Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the 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. Kroger Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license numbers 02-1063300, 02-0882550, and 02-1027000.

FACTS

1. On or about October 1, 2015, the OSBP initiated an investigation of three Kroger Pharmacy locations, Terminal Distributor of Dangerous Drugs license numbers 02-1063300, 02-0882550, and 02-1027000, related to Kroger Pharmacy allowing a pharmacist to practice with an expired license.

2. On or about April 12, 2016, the OSBP sent a Notice of Opportunity for Hearing to Kroger Pharmacy, 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 May 4, 2016, Kroger Pharmacy timely requested an administrative hearing, which was subsequently scheduled for September 14, 2016.

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. Kroger Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 12, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Kroger Pharmacy agrees to continue education and training of its pharmacy staff in license renewal.

4. Kroger Pharmacy agrees to continue verification through the Verisys system.

5. Kroger Pharmacy agrees to pay to the OSBP the amount of \$2,750.00, 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. Kroger Pharmacy agrees 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.

7. Kroger Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Kroger Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Kroger Pharmacy by the OSBP and will NOT discharge Kroger Pharmacy from any obligation under the terms of this Agreement.

8. Kroger Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 9. Kroger Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
 10. 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 Kroger Pharmacy will operate.
 11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2017-071

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

**IN THE MATTER OF:
CASE NO. 2015-1229-A**

Jhy-Chi Jessica Hsu, R.Ph.
382 Mason Avenue
Monroe, Ohio 45050
Pharmacist License No. 03331216

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 Jhy-Chi Jessica Hsu, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription #6262655. Together, OSBP and Jhy-Chi Jessica Hsu 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. Jhy-Chi Jessica Hsu is a licensed pharmacist under license number 03331216.

FACTS

1. On or about March 12, 2015, the OSBP initiated an investigation of Jhy-Chi Jessica Hsu, pharmacist license number 03331216, related to Jhy-Chi Jessica Hsu's the error in dispensing of prescription #6262655.
2. On or about June 30, 2016, the OSBP sent a Notice of Opportunity for Hearing to Jhy-Chi Jessica Hsu, 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. Jhy-Chi Jessica Hsu neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 30, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Jhy-Chi Jessica Hsu agrees to pay to the OSBP the amount of \$750.00, 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. Jhy-Chi Jessica Hsu must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Jhy-Chi Jessica Hsu agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Jhy-Chi Jessica Hsu understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Jhy-Chi Jessica Hsu 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.

R-2017-072

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

**IN THE MATTER OF:
CASE NO. 2014-2187-C**

Rebecca Barth
8540 Nottingwood Drive
Cincinnati, Ohio 45255
Pharmacist License No. 03123028

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 Rebecca Barth, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the dispensing of an expired drug under prescription #7429367. Together, OSBP and Rebecca Barth 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. Rebecca Barth is a licensed pharmacist under license number 03123028.

FACTS

1. On or about December 26, 2014, the OSBP initiated an investigation of Rebecca Barth, pharmacist license number 03123028, related to Rebecca Barth’s dispensing of an expired drug under prescription #7429367.
2. On or about June 17, 2016, the OSBP sent a Notice of Opportunity for Hearing to Rebecca Barth, 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. Rebecca Barth neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 17, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
 3. Rebecca Barth 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. Rebecca Barth must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
 5. Rebecca Barth agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Rebecca Barth understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Rebecca Barth 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.
-

R-2017-073

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

**IN THE MATTER OF:
CASE NO. 2015-2018-B**

Dustin Weiss
8876 Eagleview Dr. #3
West Chester, Ohio 45069

Pharmacist License No. 03232829**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 Dustin Weiss, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of RX#2299793. Together, OSBP and Dustin Weiss 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. Dustin Weiss is a licensed pharmacist under license number 03232829.

FACTS

1. On or about August 4, 2015, the OSBP initiated an investigation of Dustin Weiss, pharmacist license number 03232829, related to Dustin Weiss’s error in dispensing of RX#2299793.
2. On or about June 16, 2016, the OSBP sent a Notice of Opportunity for Hearing to Dustin Weiss, 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. Dustin Weiss neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 16, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Dustin Weiss agrees to pay to the OSBP the amount of \$750.00, 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. Dustin Weiss must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient

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

5. Dustin Weiss agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Dustin Weiss understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Dustin Weiss 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.

R-2017-074

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

**IN THE MATTER OF:
CASE NO. 2015-1534**

**Ohio Institute of Pain Management
c/o Joseph Masternick, D.O.
914 Trailwood Drive
Boardman, Ohio 44512
License No. 02-2422400**

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 Ohio Institute of Pain Management, for the purpose of resolving all issues between the parties relating to the OSBP investigation of personally furnishing controlled substances in a manner that did not comply with the Ohio Revised Code. Together, OSBP and Ohio Institute of Pain Management 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. Ohio Institute of Pain Management is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2422400.

FACTS

1. On or about June 16, 2015, the OSBP initiated an investigation of Ohio Institute of Pain Management, Terminal Distributor of Dangerous Drugs license number 02-2422400, related to Ohio Institute of Pain Management personally furnishing controlled substances in a manner that did not comply with the Ohio Revised Code.
2. On or about November 9, 2015 and February 24, 2016, the OSBP sent a Notice of Opportunity for Hearing to Ohio Institute of Pain Management, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about March 10, 2016, Ohio Institute of Pain Management timely requested an administrative hearing, which was subsequently scheduled for June 7, 2016.

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. Ohio Institute of Pain Management neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letters dated November 9, 2015 and February 24, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **OHIO INSTITUTE OF PAIN MANAGEMENT PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY LICENSE NO. 02-2422400 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS, WITH DISCIPLINE PENDING, WITHIN 90 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.**
4. Ohio Institute of Pain Management shall conspicuously post signage with the date of the facility closing.
5. Ohio Institute of Pain Management agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Ohio Institute of Pain Management currently holds a professional license, to the extent required by law, including the OSBP on renewal applications or applications for a new license.

6. Ohio Institute of Pain Management 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 Ohio Institute of Pain Management 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 Ohio Institute of Pain Management by the OSBP and will NOT discharge Ohio Institute of Pain Management from any obligation under the terms of this Agreement.
7. Ohio Institute of Pain Management agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Ohio Institute of Pain Management 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 Ohio Institute of Pain Management 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.

R-2017-075

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

**IN THE MATTER OF:
CASE NO. 2016-1037**

**Physicians Care Center, Inc.
c/o Dr. Richard Mason
872 Ohio Pike
Cincinnati, Ohio 45245
License No. 02-1665000**

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 Physicians Care Center, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of Dr. Richard Mason abuse of alcohol and hydrocodone while

practicing medicine. Together, OSBP and Physicians Care Center, 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. Physicians Care Center, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1665000.

FACTS

1. On or about January 20, 2016, the OSBP initiated an investigation of Physicians Care Center, Inc., Terminal Distributor of Dangerous Drugs license number 02-1665000, related to Physicians Care Center, Inc.'s Responsible Person, Dr. Richard Mason's abuse of alcohol and hydrocodone while practicing medicine.
2. On or about January 25, 2016, the OSBP sent a Summary Suspension/Notice of Opportunity for Hearing to Physicians Care Center, 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 19, 2016, Physicians Care Center, Inc. timely requested an administrative hearing, which was subsequently scheduled for August 10, 2016.

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. Physicians Care Center, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 6, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **Physicians Care Center, Inc's Terminal Distributor of Dangerous Drugs License No. 02-1665000 will remain under indefinite suspension.**
4. **Physicians Care Center, Inc. may not apply for reinstatement of their Terminal Distributor of Dangerous Drugs License until Dr. Richard Mason's Medical License is reinstated by the State Medical Board of Ohio.**
5. **Physicians Care Center, Inc. agrees to pay to the OSBP the amount of \$10,000.00, 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, with the first installment of \$3,000 due to the OSBP no later than 45 days from the effective date of this Agreement. The second installment of \$3,000 is due no later than 90 days from the effective date of this Agreement, and the third installment of \$4,000 is due no later than 180 days from the effective date of this Agreement.

6. The State of Ohio Board of Pharmacy imposes on Dr. Richard Mason the same terms and conditions of the Step 1 Consent Agreement required by the State Medical Board of Ohio dated February 10, 2016. Dr. Richard Mason agrees to notify the OSBP of any violations of his Step 1 Consent Agreement terms and conditions with the State Medical Board of Ohio, and by signing this settlement agreement provides authorization, consent, and release for the OSBP to receive any notice, report, and information required under the Step 1 Consent Agreement.

7. Physicians Care Center, Inc. and Dr. Richard Mason 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.

8. Physicians Care Center, 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 Physicians Care Center, 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 Physicians Care Center, Inc. by the OSBP and will NOT discharge Physicians Care Center, Inc. from any obligation under the terms of this Agreement.

9. Physicians Care Center, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

10. Physicians Care Center, Inc. understands that it 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 Physicians Care Center, Inc. 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.

R-2017-076

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

**IN THE MATTER OF:
CASE NO. 2013-2116**

Clinton Stipe
289 25th St. NW
Massillon, Ohio 44647
Pharmacist License No. 03129249

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 Clinton Stipe, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription #0691194. Together, OSBP and Clinton Stipe 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. Clinton Stipe is a licensed pharmacist under license number 03129249.

FACTS

1. On or about December 20, 2013, the OSBP initiated an investigation of Clinton Stipe, pharmacist license number 03129249, related to Clinton Stipe's error in dispensing of prescription #0691194.
2. On or about June 30, 2016, the OSBP sent a Notice of Opportunity for Hearing to Clinton Stipe, 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. Clinton Stipe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 30, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Clinton Stipe 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. Clinton Stipe must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
 5. Clinton Stipe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Clinton Stipe understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Clinton Stipe 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.
-

2:46 p.m.

The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **The Yale Clinic dba Physicians ED Center of Ohio**, Sharonville, Ohio.

2:57 p.m.

Ms. Rudell returned to the meeting.

3:20 p.m.

The hearing ended and the record was closed.

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

3:28 p.m.

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

R-2017-077 After votes were taken in public session, the Board adopted the following order in the matter of **The Yale Clinic dba Physicians ED Center of Ohio**, Sharonville, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2015-1313)

In The Matter Of:

**The Yale Clinic
dba Physicians ED Center of Ohio**
300 E. Business Way, Suite 180
Sharonville, Ohio 45241
(TDDD 022510000 DENIED)

INTRODUCTION

The Matter of Physicians ED Center of Ohio came for consideration on August 9, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Jennifer M. Rudell, R.Ph.; Absent.

Physicians ED Center of Ohio was not present nor represented by Counsel. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Michael Poe, State of Ohio Board of Pharmacy

Respondent's Witnesses:

None

State's Exhibits:

- | | | |
|----|-----------------------------------|------------|
| 1. | Notice of Opportunity for Hearing | 12-11-2015 |
| 2. | Request for Hearing | 02-09-2016 |
| 3. | Notice of Hearing Date | 02-10-2016 |
| 4. | TDDD Application | 04-02-2015 |
| 5. | TDDD Inspection Report | 04-01-2015 |
| 6. | Response to Inspection Report | 04-23-2015 |

Respondent's Exhibits:

None

FINDINGS OF FACT

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

1. On or about April 1, 2015, the Board received a complaint that The Yale Clinic dba Physicians ED Center of Ohio was conducting business without a Terminal Distributor of Dangerous Drugs license.
2. During an inspection by an Agent of the Board, the Agent observed the storage room for the drug stock left open allowing unauthorized access to the drug stock. The Agent also observed at that time the responsible person was not present at the facility. It was later determined that EMT staff possessed keys to the room containing the drug stock while the physicians did not.
3. While conducting an inspection, the Agent also observed the refrigerator that stored dangerous drugs was not equipped with thermometers or temperature controls. Additionally, the Agent observed that there was no temperature log or record to monitor the temperature.
4. The Agent also observed that the unlicensed facility, Physicians ED Center of Ohio, possessed drugs compounded by Olympia Compounding Pharmacy, a licensee of the Board under license number 02-2426300.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) through (3) of the Findings of Fact constitutes the following violations of 4729.55 of the Revised Code.
 - a. A licensed health profession authorized to prescribe drugs will maintain supervision and control over the possession and custody of dangerous drugs that may be acquired by or on behalf of the applicant, ORC Section 4729.55(B); and
 - b. Adequate safeguards are assured to prevent the sale or other distribution of dangerous drugs by any person other than a pharmacist or licensed health professional authorized to prescribe drugs, ORC Section 4729.55(C).
2. Such conduct as set forth in paragraphs (1) through (3) of the Findings of Fact constitutes the following violations of 4729-9-11 of the Administrative Code.
 - a. Dangerous drugs must be stored in an area secured by either a physical barrier with suitable locks and/or an electronic barrier to deter and detect unauthorized access, OAC Section 4729-9-11(B); and
 - b. Storage areas shall be maintained at temperatures which will insure the integrity of the drugs prior to their use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling unless otherwise directed by the board, OAC Section 4729-9-11(D).
3. Such conduct as set forth in paragraph (4) of the Findings of Fact constitutes a violation of 4729.51(C)(3) of the Revised Code.

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, Rule 4729-9-19 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby denies the Application for Registration as a Terminal Distributor of Dangerous Drugs submitted by The Yale Clinic dba Physicians ED Center of Ohio on or about April 2, 2015.

Pursuant to Chapter 4729-9-01(l) of the Ohio Administrative Code, The Yale Clinic dba Physicians ED Center of Ohio may not reapply for any State of Ohio Board of Pharmacy license for a minimum of 12 months.

Pursuant to Section 4729.57 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby imposes on The Yale Clinic dba Physicians ED Center of Ohio a monetary penalty of \$3,000 for the violations of the Ohio Administrative Code and Ohio Revised Code prior to properly seeking and obtaining a valid Ohio Terminal Distributor of Dangerous Drugs license; and payment in full is due no later than thirty days 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, 17th Floor, Columbus, Ohio 43215-6126.

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

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

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

SO ORDERED.

R-2017-078

Ms. Yarosh moved that the Conference Call Minutes of July 29, 2016, be approved as written. The motion was seconded by Mr. Wilt and approved by the Board: Aye-8.

R-2017-079

Mr. Passafume moved that the Board Meeting Minutes of July 12-13, 2016, be approved as written. The motion was seconded by Ms. Marchal and approved by the Board: Aye-8.

3:36 p.m.

Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Mr. Weaver and a roll-call vote was conducted by President Moné as follows: Cain-yes; Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.

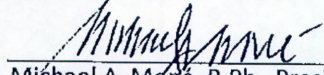
3:40 p.m.

The meeting reconvened in Room South B&C.

R-2017-080 Ms. Yarosh moved that the request for settlement presented by Infinite Care Pharmacy (02-2540200) Cave Creek, Arizona, be accepted allowing for sufficient time for the preparation and approval of settlement documentation. The motion was seconded by Mr. Cain and approved by the Board: Aye-8.

R-2017-081 Mr. Cain moved that the meeting be adjourned. The motion was seconded by Mr. Passafume and approved by the Board: Aye-8.

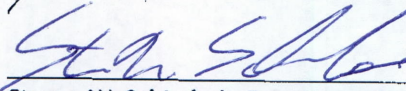
3:45 p.m. The meeting was adjourned.



Michael A. More, R.Ph., President

9/26/2016

Date



Steven W. Schierholt, Esq., Executive Director

9/26/16

Date