



MINUTES OF THE APRIL 19—APRIL 20, 2021
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, April 19, 2021

9:00 a.m.

Acting under the authority Section 12 of Substitute House Bill number 197 of the 133rd General Assembly, effective November 22, 2020, the State of Ohio Board of Pharmacy convened for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

Jennifer M. Rudell, RPh, *Presiding*; Trina L. Buettner, RPh; Joshua M. Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, *RPh*; and Donald R. Miller, RPh, and Shawn C. Wilt, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Blair Cathcart, *Director of Information Services*; Michael Clark, *IT Administrator*; Brenda Cooper, *Executive Assistant*; William Edwards, *Pharmacy Board Agent*; Paula Economus, *Administrative Assistant*; Chad Garner, *Director of OARRS*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Administrative Assistant*; Sharon Maerten-Moore, *Director of Medical Marijuana Operations*; Justin Sheridan, *Senior Legal Counsel*; Michelle Siba, *Senior Legal Counsel*; and Jenni Wai, *Chief Pharmacist*.

9:02 a.m.

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

R-2021-0512

Mr. Cox 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. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

9:43 a.m.

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

R-2021-0513

After votes were taken in public session, the Board adopted the following order in the Matter of **Brian Wilson, Grafton, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0735)

In The Matter Of:

**Brian Wilson
Inmate No. A775606
Grafton Correctional Institution
2500 South Avon Beldon Road
Grafton, OH 44044
License No. 03-233136**

INTRODUCTION

On December 22, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Brian Wilson (Respondent) Pursuant to Ohio Revised Code 119.07, a request for a hearing must be made within 30 days of the date of mailing the Notice, which, for this matter, was January 21, 2021. The Board received a notice of appearance of counsel and hearing request on February 1, 2021, after the 30th and final day and therefore, the hearing request was denied because it was not timely. Accordingly, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on April 19, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. Michael Poe, Board Agent
2. Philip Greenbaum, Detective, Plain City Police Department

Respondent's Witnesses:

None

State's Exhibits:

1. Notice Letter

2. Untimely Request for Hearing
3. Scheduling Order
4. Indictment
5. Guilty Plea
6. Sentencing Entry
7. Plaintiff City Police Report (under seal)
8. Results of Hair Test

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 February 5, 2020, Brian Wilson was convicted of, or plead guilty or no contest to, three counts of Illegal Use of a Minor in Nudity-Oriented Material or Performance, a second-degree felony, and three counts of Gross Sexual Imposition, a fourth-degree felony, in the Madison County Court of Common Pleas, Case No. CRI-20190149.
2. On or about March 24, 2020, Brian Wilson was sentenced, in part, to a minimum of five years in a correctional institute, classification as a Tier II Sex Offender for a period of twenty-five years, and five years post-release control, in the Madison County Court of Common Pleas, CRI-20190149.
3. Dangerous drugs, which were not prescribed to the victim and that the victim has no memory of otherwise consuming, were used in the commission of the criminal acts for which Brian Wilson was convicted.
4. In light of his professional licensure as a pharmacist and access to dangerous drugs at the time of the offense(s), Brian Wilson's future access to dangerous drugs, including controlled substances, presents a threat to the public.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in the Findings of Fact, constitutes a violation of ORC 4729.08(B), not of good moral character.
2. Such conduct, as set forth in the Findings of Fact, constitutes a violation of the following divisions of ORC 4729.16(A) (as effective April 8, 2019):

- a. Has been convicted of a felony, or a crime of moral turpitude, as defined in ORC 4776.10, ORC 4729.16(A)(2)(a);
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, ORC 3715.52 to 3715.72, ORC Chapters 2925. or 3719., or any rule adopted by the Board under those provisions, ORC 4729.16(A)(2)(e); and
 - c. Engaged in any conduct for which the Board may impose discipline as set forth in rules adopted under ORC 4729.26, ORC 4729.16(A)(2)(l).
3. Such conduct, as set forth in the Findings of Fact, each constitutes a violation of each of the following divisions of OAC 4729:1-4-01(B)(2) (as effective March 20, 2020), each violation punishable by a maximum penalty of \$500:
- a. Has been convicted of a felony, OAC 4729:1-4-01(B)(2)(a);
 - a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of ORC Chapter 4729., ORC 3715.52 to 3715.72, ORC Chapters 2925., 3796., 3719. or 4752., or any rule adopted by the Board under those provisions, OAC 4729:1-4-01(B)(2)(e);
 - b. Committed an act involving moral turpitude that constitutes a misdemeanor or felony in this state, regardless of the jurisdiction in which the act was committed, OAC 4729:1-4-01(B)(2)(l); and
 - c. Violated any state or federal law, regulation, or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

Pursuant to ORC 4729.16 and pursuant to OAC 4729-9-01(E), and after consideration of the record as a whole, the State of Ohio Board of Pharmacy adjudicates the matter of Brian Wilson as follows:

On the basis of the Findings of Fact and Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-223136, held by Brian Wilson effective as of the date of the mailing of this Order.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, any information that may identify a minor victim, specifically State's Exhibit 7.

Mr. Cox moved for Findings of Fact; Mr. Wilt seconded the motion. Motion passed (Yes-7/No-0).

Ms. Marchal moved for Conclusions of Law; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

9:47 a.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matters of **Patient First, Berea, Ohio and Traditional Family Medicine, Saint Clairsville, Ohio.**

R-2021-0514

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 Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

11:47 a.m.

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

R-2021-0515

After votes were taken in public session, the Board adopted the following order in the Matter of **Patient First, Berea, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2018-0051)

In The Matter Of:

Patient First

c/o Dr. John Kavlich III
276 W. Bagley Rd., Suite 101
Berea, OH 44017
PENDING License 02-2885350

INTRODUCTION

On October 11, 2019, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Patient First (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on April 19, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Trey Edwards—Agent

Respondent's Witnesses:

1. N/A

State's Exhibits:

1. Notice Letter
2. Application
3. Medical Board's Summary Suspension of Dr. Kavlich
4. Medical Board's Consent Agreement with Dr. Kavlich
5. Inspection Report
6. Response to Inspection Report
7. Report of Berea Fire Department
8. 2020 Medical Board Proceedings against Dr. Kavlich

Respondent's Exhibits:

- A. N/A

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 August 8, 2018, the State Medical Board of Ohio summarily suspended Dr. John Kavlich III's license to practice medicine in the State of Ohio (Case: 18-CRF-0092).
2. On or about October 10, 2018, Kavlich entered into a consent agreement with the State Medical Board of Ohio, which resulted in an indefinite suspension of his license to practice medicine in the State of Ohio (Case 18-CRF-0092).

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.57 of the ORC:
 - a. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, ORC 4729.57(B)(7).
2. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, TDDD license requirements:
 - a. In the case of an applicant who is operating a facility, clinic, or other location described in division (B) of section 4729.553 of the Revised Code that must hold a category III terminal distributor of dangerous drugs license with an office-based opioid treatment classification, the applicant meets the requirements to receive that license with that classification, ORC 4729.55(K)
3. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following paragraphs of Rule 4729-18-02 of the OAC:
 - a. Only a physician who is authorized under Chapter 4731. of the Revised Code to practice medicine and surgery or osteopathic medicine and surgery may be the responsible person whose name appears on the category III terminal distributor of dangerous drugs with an office-based opioid treatment classification license as defined in section 4729.553 of the Revised Code, OAC 4729-18-02(C)(1)(a).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, Rule 4729:5-4-01 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 Patient First on or about March 30, 2018.

Pursuant to Chapter 4729-9-01(I) of the Ohio Administrative Code, The State of Ohio Board of Pharmacy will not consider any application by Patient First and/or Dr. John Kavlich III for any State of Ohio Board of Pharmacy license for a minimum of 6 months after The State of Ohio Medical Board has reinstated Dr. John Kavlich III's license to practice medicine in the State of Ohio (Case: 18-CRF-0092).

Mr. Miller moved for Findings of Fact; Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

Mr. Wilt moved for Conclusions of Law; Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

R-2021-0516

After votes were taken in public session, the Board adopted the following order in the Matter of **Traditional Family Medicine, Saint Clairsville, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case NumberA-2019-0381)

In The Matter Of:

Traditional Family Medicine

c/o Dr. Freeda Flynn
67609 Warnock Saint Clairsville Road
Saint Clairsville, OH 43950
PENDING License No. APP-000182220

INTRODUCTION

On March 19, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Traditional Family Medicine

(Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on April 19, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Richard Cologie—Board Compliance Agent

Respondent's Witnesses:

1. N/A

State's Exhibits:

1. Notice Letter
2. Application (without 99 pages of attachments of Medical Board proceedings and appeals)
3. DEA Surrender
4. 2015 Criminal Complaint
5. Conviction and Sentencing Order
6. Contempt Order
7. 2014 Medical Board Notice Letter
8. 2015 Medical Board Report and Recommendation
9. 2015 Minutes of Medical Board
10. 2015 Adjudication Order
11. 2018 Medical Board Notice Letter
12. 2019 Medical Board Minutes
13. 2019 Medical Board Report and Recommendation
14. 2019 Medical Board Adjudication Order
15. 2019 Medical Board Notice Letter

16. 2020 Medical Board Report and Recommendation
17. 2021 Medical Board Minutes
18. 2021 Medical Board Adjudication Order
19. 2019 Search Warrant
20. 2019 Indictment
21. Docket of Federal Court
22. Stamped Certificate of Mailing for Notice Letter

Respondent's Exhibits:

- A. N/A

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 August 8, 2018, an application for a TDDD License with an OBOT Classification was submitted on behalf of Traditional Family Medicine. Dr. Freeda Flynn falsely answered "no" to the question "Has the Responsible Person ever been the subject of an investigation or disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that resulted in the surrender, suspension, revocation or probation of the responsible person's license or registration?" Dr. Freeda Flynn had the following disciplinary action with the State Medical Board of Ohio (SMBO):
 - a. On or about September 10, 2014, Dr. Freeda Flynn was issued a citation by the SMBO based on allegations she was unable to practice according to acceptable and prevailing standards of care without appropriate treatment, monitoring, or supervision by reason of mental illness or physical illness.
 - b. On or about May 13, 2015, the SMBO issued an Order that Dr. Freeda Flynn medical license was placed under probationary terms, conditions, and limitations for at least three (3) years based on the finding that Dr. Freeda Flynn was unable to practice according to acceptable and prevailing standards of care without appropriate treatment, monitoring, or supervision by reason of mental illness or physical illness. The Order was effective May 27, 2015.
2. On or about October 10, 2018, Dr. Freeda Flynn was issued a citation by the SMBO based on allegations that she violated the terms and conditions of the May 27, 2015 Board Order. Dr. Freeda Flynn did this by failing to

obey all federal, state, and local laws when she was found in contempt of court in the Belmont County Court, Western Division, on January 26, 2017. Dr. Freeda Flynn was ordered to spend seven (7) days in jail. Dr. Freeda Flynn failed to include this in her February 27, 2017 Declaration of Compliance to the SMBO.

3. On or about June 12, 2019, the SMBO issued an Order that Dr. Freeda Flynn's probationary terms, conditions, and limitations imposed pursuant to her from the May 27, 2015 Order were extended until at least December 2019. This was based on the finding that Dr. Freeda Flynn violated the terms and conditions of the May 27, 2015 Order, which individually or collectively constitute a violation of the conditions of limitation placed by the SMBO upon Dr. Freeda Flynn's certificate to practice medicine. The Order was effective June 28, 2019.
4. On or about August 1, 2019, a search warrant was executed at Dr. Freeda Flynn's clinic and residence located at 67609 Warnock Road, St. Clairsville, Ohio. The warrant was in response to an investigation that Dr. Freeda Flynn was over-prescribing opiates and providing adulterated dangerous drugs to patients.
5. On or about August 1, 2019, Dr. Freeda Flynn was interviewed by agents of the Board. Dr. Freeda Flynn made the following statements:
 - a. Dr. Freeda Flynn stated she had been inappropriately dispensing adulterated drugs to her patients for years.
 - b. Dr. Freeda Flynn denied over-prescribing controlled substances.
6. On or about August 1, 2019, Dr. Freeda Flynn voluntarily surrendered her Drug Enforcement Administration (DEA) license.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1)(a) and (1)(b) of the Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.57(B)(1) of the ORC, making any false material statements in an application for a license as a TDDD.
2. Such conduct as set forth in Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.57 of the ORC:
 - a. Violating any rule of the board, ORC Section 4729.57(B)(2); and/
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and

- c. Except as provided in section 4729.89 of the Revised Code, violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, or Chapter 3715. of the Revised Code, ORC Section 4729.57(B)(4); and
 - d. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7).
- 3. Such conduct as set forth in Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.55 of the ORC, TDDD license requirements:
 - a. The applicant is equipped as to land, buildings, and equipment to properly carry on the business of a terminal distributor of dangerous drugs within the category of licensure approved by the board, ORC 4729.55(A); and
 - b. A pharmacist, licensed health professional authorized to prescribe drugs, animal shelter licensed with the state board of pharmacy under section 4729.531 of the Revised Code, or a laboratory as defined in section 3719.01 of the Revised Code 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 4729.55(B); and
 - c. 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 4729.55(C); and
 - d. Adequate safeguards are assured that the applicant will carry on the business of a terminal distributor of dangerous drugs in a manner that allows pharmacists and pharmacy interns employed by the terminal distributor to practice pharmacy in a safe and effective manner, ORC 4729.55(D); and
 - e. In the case of an applicant who is operating a facility, clinic, or other location described in division (B) of section 4729.553 of the Revised Code that must hold a category III terminal distributor of dangerous drugs license with an office-based opioid treatment classification, the applicant meets the requirements to receive that license with that classification.
- 4. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the Section 4729.553 of the ORC:
 - a. To be eligible to receive a license as a category III terminal distributor of dangerous drugs with an office-based opioid treatment classification,

an applicant shall submit evidence satisfactory to the Board that the applicant's office-based opioid treatment will be operated in accordance with the requirements specified in division (D) of this section and that the applicants meets any other applicable requirements of this chapter, ORC 4729.553(C); and

- b. The holder of a category III terminal distributor license with an office-based opioid treatment classification shall do all of the following:
 - i. Comply with the requirements for conducting office-based opioid treatment, as established by the state medical board in rules adopted under section 4731.056 of the Revised Code, ORC.553(D)(2); and
 - ii. Maintain a list of each person with ownership of the facility and notify the Board of any change to that list, ORC 4729(D)(5); and
 - c. No person subject to licensure as a category III terminal distributor of dangerous drugs with an office-based opioid treatment classification shall knowingly fail to remain in compliance with the requirements of division (D) of this section and any other applicable requirements of this chapter. The Board may impose a fine of not more than five thousand dollars on a person who violates division (B) or (E) of this section. A separate fine may be imposed for each day the violation continues, ORC 4729.553(E) and (F).
5. Such conduct as set forth in paragraph (6) of the Findings of Fact Section constitutes a violation of the following sections of Rule 4729-18-02(C) of the OAC, unless otherwise approved by the Board, no responsible person for a location licensed as a category III TDDD with an OBOT classification under section 4729.552 of the Revised code shall:
- a. Have been the subject of any of the following by the drug enforcement administration, the substance abuse and mental health services administration or licensing agency of any state or jurisdiction:
 - i. Surrender of any license or registration in lieu of disciplinary action, OAC 4729-18-02(C)(4)(b)(iii); and
6. Such conduct as set forth in Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729-18-04 of the Ohio Administrative Code (OAC), Office-Based Opioid Treatment Facilities, Compliance:
- a. A facility as a TDDD with an OBOT classification and all prescribers practicing at that facility shall comply with the following:

- i. The requirements for conducting office-based opioid treatment pursuant to Rule 4731-11-12 of the Administrative Code, OAC 4729-18-04(A); and
 - ii. Patient limits and all other requirements set forth in 42 CFR Part 8 (9/9/2016), OAC 4729-18-04(B); and
 - iii. Recordkeeping requirements pursuant to Rule 4729-9-14 and 4729-9-22 of the Administrative Code, OAC 4729-18-04(C); and
 - iv. Inspection and corrective action requirements pursuant to Rule 4729-9-09 of the Administrative Code, OAC 4729-18-04(D); and
 - v. All other state and federal laws, regulations, and rules pertaining to the prescribing of controlled substances and the distribution of dangerous drugs, OAC 4729-18-04(E).
7. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following sections of Rule 4729-9-19(A) of the OAC:
- a. Has been disciplined by any professional licensing board, OAC Rule 4729-9-19(A)(7).
8. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following sections of Rule 4729-9-19(B)(3) of the OAC, knowingly employing a person who:
- a. Has been disciplined by any professional licensing board, OAC Rule 4729-9-19(B)(3)(i).

DECISION OF THE BOARD

Pursuant to Section 4729.57 of the Ohio Revised Code, Rule 4729:5-4-01 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 Traditional Family Medicine on or about August 8, 2018.

Ms. Marchal moved for Findings of Fact; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

Mr. Miller moved for Conclusions of Law; Ms. Buettner seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

- 10:53 a.m.** The Board recessed.
- 11:07 a.m.** Mr. Garner provided the OARRS Report.
- 11:10 a.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 11:19 a.m.** Ms. Dehner provided the Legal Report.
- 11:26 a.m.** Ms. Southard provided the Licensing Report.
- 11:42 a.m.** Mr. McNamee provided the Legislative Report.
- 11:49 a.m.** Mr. Schierholt provided the Executive Director Report.
- 11:50 a.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Taylor York – Austintown, OH (09104657) to the Board for consideration.
- R-2021-0517** Ms. Marchal moved that the Board grant Taylor York a six-month extension. The motion was seconded Mr. Goodman and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 11:54 a.m.** Ms. Southard presented a Pharmacist Reciprocity Request from Sanyogita Karajgikar – Freehold, NJ (APP-000421838) to the Board for consideration.
- 11:57 a.m.** The matter was tabled until a later time so that additional information could be obtained on the request.
- 11:58 a.m.** Ms. Southard presented an OBOT Non-Physician Ownership Waiver Request from Marion Recovery Clinic – Marion, OH (APP-000429026) to the Board for consideration.
- R-2021-0518** Mr. Wilt moved that the Board approve Marion Recovery Clinic’s OBOT Non-Physician Ownership Waiver Request. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.

- 12:04 p.m.** Mr. McNamee and Ms. Wai presented amendments to rules 4729:5-9-02.4– *Dispensing of Controlled Substances By An Institutional Pharmacy* and 4729:7-2-02 - *Sterile Compounding Exemptions* to the Board for approval.
- R-2021-0519** Mr. Wilt moved to approve rules 4729:5-9-02.4– *Dispensing of Controlled Substances by An Institutional Pharmacy* and 4729:7-2-02 - *Sterile Compounding Exemptions*, for refiling with JCARR. The motion was seconded by Mr. Miller and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 12:04 p.m.** Mr. McNamee and Ms. Wai presented amendments to rule 4729:5-5-24—*Drug Inventory Records and Other Record Keeping Provisions* to the Board for approval.
- R-2021-0520** Ms. Marchal moved to approve rule 4729:5-5-24—*Drug Inventory Records and Other Record Keeping Provisions*, for filing with CSI and JCARR. The motion was seconded by Mr. Huston and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 12:09 p.m.** Mr. McNamee and Ms. Wai presented amendments to rule 729:5-3-02 *Report of Theft or Significant Loss Of Dangerous Drugs, Controlled Substances, And Drug Documents*, to the Board for approval.
- R-2021-0521** Mr. Wilt moved to approve rule 729:5-3-02 *Report of Theft or Significant Loss Of Dangerous Drugs, Controlled Substances, And Drug Documents*, for filing with CSI and JCARR. The motion was seconded by Mr. Huston and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 12:12 p.m.** Mr. McNamee and Ms. Wai presented amendments to rules 4729:5-15-01 *Animal Shelters and Dog Wardens - Definitions*, 4729:5-15-02 *Security And Control Of Dangerous Drugs*, 4729:5-15-03 *Record Keeping*, 4729:5-15-04 *Drugs Approved For Euthanasia*, 4729:5-15-05 - *Chemical Capture Classification*, and 4729:5-3-13 *Temporary Removal Of Dangerous Drugs From A Licensed Location* to the Board for approval.
- R-2021-0522** Mr. Miller moved to approve rules 4729:5-15-01 *Animal Shelters And Dog Wardens - Definitions*, 4729:5-15-02 *Security And Control Of Dangerous Drugs*, 4729:5-15-03 *Record Keeping*, 4729:5-15-04 *Drugs Approved For Euthanasia*, 4729:5-15-05 - *Chemical Capture Classification*, and 4729:5-3-13 *Temporary Removal Of Dangerous Drugs From A Licensed Location*, for filing with CSI and

JCARR. The motion was seconded by Mr. Cox and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

12:24 p.m.

Mr. McNamee and Ms. Wai presented amendments to rule *Pharmacy Pilot or Research Projects (OAC 4729:5-3-20)* to the Board for approval.

R-2021-0523

Mr. Cox moved to approve rule *Pharmacy Pilot or Research Projects (OAC 4729:5-3-20)* for filing with CSI and JCARR. The motion was seconded by Mr. Miller and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

12:50 p.m.

The Board Recessed.

1:31 p.m.

Ms. Maerten-Moore led a discussion on RFA II.

R-2021-0524

Mr. Wilt moved to approve RFA II. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:10 p.m.

Ms. Maerten-Moore presented amendments to rule *OAC 3796:6-2-04: Medical Marijuana Dispensary License Application Evaluation* to the Board for approval.

R-2021-0525

Mr. Miller moved to approve rule *OAC 3796:6-2-04: Medical Marijuana Dispensary License Application Evaluation* for filing with CSI. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:20 p.m.

Ms. Maerten-Moore presented amendments to rules *OAC 3796:6-2-06: Final Inspection And Certificate Of Operation For Medical Marijuana Dispensaries*, *OAC 3796:6-2-07: Licensing Of Medical Marijuana Dispensary Associated Key Employees And Dispensary Key Employees*, *OAC 3796:6-2-08: Licensing Of Medical Marijuana Support Employees*, and *OAC 3796:6-2-10 Medical Marijuana Certificate Of Operation Renewal* to the Board for approval.

R-2021-0526

Mr. Wilt moved to approve rules *OAC 3796:6-2-06: Final Inspection And Certificate Of Operation For Medical Marijuana Dispensaries*, *OAC 3796:6-2-07: Licensing Of Medical Marijuana Dispensary Associated Key Employees And Dispensary Key Employees*, *OAC 3796:6-2-08: Licensing Of Medical Marijuana Support Employees*, and *OAC 3796:6-2-10 Medical Marijuana Certificate Of Operation Renewal* for refiling with CSI and JCARR. The motion was seconded by Mr. Cox and a roll-call vote was conducted by President Rudell as follows:

Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:32 p.m.

Ms. Maerten-Moore presented amendments to rules *OAC 3796:7-2-01: Procedure for Patient Registration* and *OAC 3796: 7-2-04: Purchase Of Medical Marijuana* to the Board for approval.

R-2021-0527

Mr. Goodman moved to approve rules *OAC 3796:7-2-01: Procedure for Patient Registration* and *OAC 3796: 7-2-04: Purchase Of Medical Marijuana* for filing with JCARR. The motion was seconded by Mr. Miller and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:37 p.m.

Ms. Maerten-Moore provided the MMAC Update.

2:39 p.m.

Ms. Maerten-Moore provided the Medical Marijuana Program Update.

R-2021-0528

Mr. Cox 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 and that the Board return to public session and promptly adjourn at the conclusion of executive session. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

4:50 p.m.

After returning to public session, the Board recessed for the day.

Tuesday, April 20, 2021**9:00 a.m.**

Acting under the authority Section 12 of Substitute House Bill number 197 of the 133rd General Assembly, effective November 22, 2020, the State of Ohio Board of Pharmacy reconvened for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

Jennifer M. Rudell, RPh, *Presiding*; Trina L. Buettner, RPh; Joshua M. Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; and Donald R. Miller, RPh, and Shawn C. Wilt, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Blair Cathcart, *Director of Information Services*; Amy Brigham, *OARRS Business Data Analyst*; Tonia Brown, *Pharmacy Board Agent*; Michael Clark, *IT Administrator*; Brenda Cooper, *Executive Assistant*; Paula Economus, *Administrative Assistant*; Ashley Gilbert, *Senior Legal Counsel*; Eric Griffin, *Director of Compliance and Enforcement*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Administrative Assistant*; Sharon Maerten-Moore, *Director of Medical Marijuana Operations*; Keenan Reese, *Pharmacy Board Agent*; Justin Sheridan, *Senior Legal Counsel*; Michelle Siba, *Senior Legal Counsel*; Karrie Southard, *Director of Licensing*; Dana Southerland, *Pharmacy Board Agent*; Andrea Wagner, *Inspector*; and Jenni Wai, *Chief Pharmacist*.

9:01 a.m.

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

R-2021-0529

Mr. Cox 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. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

11:48 a.m.

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

R-2021-0530

After votes were taken in public session, the Board adopted the following order in the Matter of **Angel Animal Hospital, Galloway, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY
(Case Numbers **A-2021-0049 & A-2020-0261**)

In The Matter Of:

Angel Animal Hospital
c/o Candace Fisher, MD
175 Galloway Road
Galloway, Ohio 43119
(License No. 02-2598600)

INTRODUCTION

The Matter of Angel Animal Hospital came for hearing on April 20, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Angel Animal Hospital was represented by John Izzo. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Candace Fisher, MD

Respondent's Witnesses:

1. Candace Fisher, MD

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling
4. 2018 Inspection Report
5. 2018 Response to Inspection Report
6. 2019 Inspection Report
7. 2019 Response to Inspection Report
8. Photos of Expired Medications
9. List of Purchases of Prozac From Supplier
10. 2021 Inspection Report
11. 2021 Response to Inspection Report

12. Prairie Township Fire Report – Hiser
13. Police Report – Bednarz
14. Prairie Township Fire Report – Bednarz
15. Wellness Check – Bednarz
16. Impound Report
17. Transfer of Controlled Medications
18. Bednarz Notice Letter
19. Bednarz Adjudication Order
20. Settlement Agreement Between Dr. Fisher and Veterinary Medical Board
21. Photo of Midazolam Vial Found Near Bednarz
22. Photos of Dangerous Drug Cabinet
23. Photos of Controlled Drug Cabinet
24. Photos of Medications Found in Employee Desk
25. Hydromorphone Purchases

Respondent's Exhibits:

Exhibits A-N: pictures of Angel Animal Hospital and hospital drug stock.

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 February 24, 2021, Dr. Fisher, the owner and Responsible Person at Angel Animal Hospital (AAH), located at 175 Galloway Road, Galloway, Ohio, smelled Isoflurane in the building. She found an Isoflurane lid and plastic seal on the floor in the x-ray room and suspected someone was abusing the drug. Approximately 30 minutes later, Tim Bednarz, a veterinarian technician at AAH, was found passed out in the x-ray room. An employee discovered an empty vial of midazolam and three yellow capsules, believed to be gabapentin, on the floor beside Mr. Bednarz. Dr. Fisher stated she believed Mr. Bednarz was huffing the Isoflurane but took no action. The following resulted from the discovery of Mr. Bednarz passing out at AAH:
 - a) An hour after finding Mr. Bednarz, he admitted to Dr. Fisher he was inhaling the Isoflurane, which was stolen from AAH.
 - b) This information was not reported to law enforcement or the Board.

- c) Dr. Fisher believed an employee was transporting Mr. Bednarz to NetCare, he went home instead.
 - d) A welfare check that night by law enforcement at Mr. Bednarz's residence revealed the following:
 - i. Mr. Bednarz was transported to the emergency room.
 - ii. Multiple dangerous drugs were found at his residence, including, a white pill bottle containing miscellaneous pills, Isoflurane, Ketamine, Diphenhydramine Hydrochloride, and Midazolam.
 - iii. Mr. Bednarz admitted he had been stealing prescription narcotics from his employer for several weeks and using them as a coping mechanism since the death of his co-worker at AAH.
 - e) A theft report was filed by Dr. Fisher on February 25, 2021.
2. On or about February 26, 2021, an inspection of AAH by agents of the Board revealed the following:
- a) Thirteen written response required warnings were issued in the areas of:
 - i. Records of patient drug administration and disposal.
 - ii. Security and accountability of drugs, prescription blanks and hypodermics.
 - iii. Drug storage and temperature control.
 - iv. Non-completion of annual controlled substance inventories.
 - v. Allowing the packaging of personally furnished drugs by unauthorized personnel.
 - vi. Allowing personally furnished drugs that are not retrieved by patient to be stored in reception area until pick up. This included controlled substances.
 - vii. Failure to verify licensure for wholesale distributor of dangerous drugs.
 - b) Tim Bednarz was responsible for ordering all drug stock, including controlled substances, without direction or supervision. Dr. Fisher could not explain the drug ordering process nor could she verify the drugs received with the drugs that were ordered.
 - c) Employees were responsible for completing the drug reconciliation.
 - d) During the inspection, dangerous drugs, including controlled substances, were found in a desk used by employees. Dr. Fisher stated she did not use or authorize the ordering of any of the drugs except tramadol. Drugs found in the draw included:

- i. Tramadol (Schedule IV controlled substance) (loose tablets cut in halves, as well as loose tablets in an unlabeled blue vial)
 - ii. Zolpidem Tartrate (Schedule IV controlled substance) (opened stock bottle)
 - iii. Sumatriptan Tablets (in stock packaging)
 - iv. Escitalopram (opened stock bottle)
 - v. Tylenol w/ Codeine (Schedule III controlled substance) (loose tablets)
 - e) Wholesale records showed hydromorphone, a Schedule II controlled substance, was ordered multiple times, most recently on December 21, 2020. Dr. Fisher was unaware of the order and did not use the drug at her clinic. No hydromorphone was located at the clinic.
 - f) Tim Bednarz was hired on March 16, 2018. He is not a licensed or registered professional.
 - i. In October of 2018, Tim Bednarz submitted an application to the State of Ohio Board of Pharmacy to be registered as a pharmacy technician trainee. In July of 2019, Mr. Bednarz' was sent a notice indicating the Pharmacy Board was proposing to deny his license. On September 3, 2020, Mr. Bednarz' application to be a pharmacy technician was permanently denied by the Board. The denial was based on criminal charges resulting from theft of and attempted theft of controlled substances from his former employer, OSU Hospital.
3. On or about February 26, 2021, Dr. Fisher was interviewed by agents of the Board. She stated the following:
- a) On January 14, 2021, an employee was found unconscious by Dr. Fisher. The employee was taken to the hospital and pronounced dead approximately 30 minutes after arriving. The cause of death was unknown to Dr. Fisher. The employee's responsibilities at AAH included ordering and reconciliation of the drug stock.
 - b) Following the employee's death, Mr. Bednarz began ordering the drug stock, including controlled substances.
 - c) Mr. Bednarz possessed keys to the cabinets where the drugs were stored.
 - d) Dr. Fisher described the incident in paragraph (1)(a) above. She did not report this information to law enforcement or the Board.
 - e) After the incident with Mr. Bednarz, she found propofol, in the desk drawer of a desk all the employees utilize, that she did not know the clinic possessed.

- f) All employees possessed keys to the building.
 - g) Dr. Fisher was on medical leave from May 2020 to September 2020. During this time, a temporary veterinarian was employed. Mr. Bednarz controlled access to the drug cabinets instead of the veterinarian.
4. On or about July 1, 2019, an inspection of AAH revealed the following:
- a) The following drug stock was stored with the active drug stock:
 - i. Buprenorphine 0.6mg/ml, a Schedule III controlled substance, expiration date: 9/28/2018
 - ii. Beuthanasia D Special inject 100 ml, a Schedule III controlled substance, expiration date: 9/2016
 - iii. Ketamine/ Glycopyrolate inject 12.5 ml, a Schedule III controlled substance, expiration date: 3/2018
 - iv. Percorten-V (desoxycorticosterone pivalate) 25mg/ml, expiration date: 10/2017
 - v. Omeprazole Delayed-Released Capsule USP 10 mg, expiration date: 11/2018
 - vi. K-O-T Drops (C2/3/1% Solution), expiration date: 5/27/2019
 - vii. Prednisolone Acetate (C)MDV (50ml) 50mg/ml, expiration date: 4/1/2019
 - viii. Immiticide (melarsomine dihydrochloride) 50ml, expiration date: 5/2019
 - ix. Immiticide (melarsomine dihydrochloride) 50ml, expiration date: 5/2016
 - x. Theophylline Vet 80 mg/ml suspension, expiration date: 4/19/2017
 - xi. Tetracaine Hydrochloride Ophthalmic Solution USP 0.5%, expiration date: 4/2017
 - xii. Omeprazole Delayed-Released Capsule USP 10 mg, expiration date: 6/2019
 - xiii. Phenobarbital 16.2mg tablets, expiration date: 4/6/2019
 - xiv. Ketamine 1000 mg/ 10ml, a Schedule III controlled substance, expiration date: 3/2018
 - xv. Phenobarbital 97.2mg tablets, expiration date: 4/2018
 - b) Beuthanasia D inject 100ml, a Schedule III controlled substance, was administered January 2, 2019 and January 14, 2019. The expiration date on the bottle was September 2016.
 - c) Buprenorphine 0.6mg/ml inject 10ml, a Schedule III controlled substance, was administered January 2, 2019, January 14, 2019, January 19, 2019, January 21, 2019, February 18, 2019 and May 10, 2019. The expiration date on the bottle was September 28, 2018.

- d) Ketamine/Glycopyrolate inject 12.5ml, a Schedule III controlled substance, was administered January 2, 2019 and January 18, 2019. The expiration date on the bottle was March 2018.
 - e) Wholesale records showed AAH purchased Fluoxetine (Prozac) Capsules 20mg 1000 count bottles on two occasions and a 100-count bottle on one occasion.
5. An inspection was conducted at AAH on March 7, 2018. The inspection resulted in written warnings, specifically for keeping expired medication within the active medication stock. Nineteen expired medications were found, the oldest dating back to May of 2002, and four medications were found without an expiration date.
6. On or about July 1, 2019, Dr. Fisher spoke with an agent of the Board. Dr. Fisher stated the following:
- a) She has personally furnished herself Prozac for approximately one year, which was estimated to be approximately 365 tablets ingested.
 - b) She ordered Prozac for the TDDD then personally furnished herself without a valid prescription for approximately one year.
 - c) She ordered Prozac in bulk (1000 count bottle) one or two times.
 - d) She had not seen her original physician who prescribed her the Prozac in approximately five years.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, if proven, constitutes a violation of the following Sections of 3715.52 of the ORC, Prohibited Acts:
- a. The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated or misbranded, ORC Section 3715.52(A)(1); and
 - b. The adulteration or misbranding of any food, drug, device, or cosmetic, ORC Section 3715.52(A)(2); and
 - c. The receipt in commerce of any food, drug, device, or cosmetic that is adulterated or misbranded, and the delivery or proffered delivery thereof for pay or otherwise, ORC Section 3715.52(A)(3).
2. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of Section 4729.55 of the ORC, effective April 6, 2017:

- a. A licensed health professional authorized to prescribe drugs or other person authorized by the board... 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); and
 - c. If the applicant, or any agent or employee of the applicant, has been found guilty of violating section 4729.51 of the Revised Code, the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301, the federal drug abuse control laws, Chapter 2925., 3715., 3719., or 4729. of the Revised Code, or any rule of the board, adequate safeguards are assured to prevent the recurrence of the violation, ORC Section 4729.55(E).
3. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of each of the following divisions of Section 4729.57 of the ORC:
 - a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - d. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.57(B)(10).
4. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-20-03 of the OAC, effective August 3, 2020, security and control of dangerous drugs at veterinary clinics:
 - a. The security and control of dangerous drugs is the responsibility of the responsible person on the terminal distributor of dangerous drugs license and the terminal distributor of dangerous drugs, OAC Rule 4720:5-20-03(A); and
 - b. Except as provided in paragraphs (F) and (G) of this rule, controlled substances shall be stored in a securely locked, substantially constructed cabinet or safe:

- i. In the case of a key lock, all keys shall be maintained in a secure place that is inaccessible to anyone other than a veterinarian if not being used by a veterinarian or a veterinary technician in accordance with paragraph (B)(6)(a), (B)(6)(b), or (B)(6)(c) of this rule. All locks shall be kept in good working order with keys removed therefrom, OAC Rule 4720:5-20-03(B)(4); and
 - ii. Except as provided in paragraph (B)(6)(a), (B)(6)(b), or (B)(6)(c) of this rule, only a veterinarian shall be able to access the cabinet or safe, OAC Rule 4720:5-20-03(B)(6); and
 - c. Personnel authorized by the responsible person may have access to D.E.A. controlled substance order forms only under the personal supervision of a veterinarian or a person delegated power of attorney in accordance with 21 CFR 1305.05 (9/30/2019). D.E.A. controlled substance order forms shall be secured when not in use, OAC Rule 4720:5-20-03(E); and
 - d. All records relating to the receipt, administration, distribution, personally furnishing and sale of dangerous drugs shall be maintained under appropriate supervision and control to restrict unauthorized access, OAC Rule 4720:5-20-03(J); and
 - e. Adulterated drugs, including expired drugs, shall be stored in accordance with rule 4729:5-3-06 of the Administrative Code, OAC Rule 4720:5-20-03(M).
5. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-20-04(A) of the OAC, effective March 1, 2020: A veterinary clinic shall keep a record of all dangerous drugs received, administered, personally furnished, disposed, sold or transferred.
6. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-22 of the OAC, effective May 12, 2017: Each prescriber or terminal distributor of dangerous drugs shall keep a record of all dangerous drugs received, administered, dispensed, personally furnished, distributed, sold, destroyed, or used. The acts of prescribing, administering, dispensing, and destroying of a dangerous drug must be documented with the positive identification of the responsible individual pursuant to paragraph (N) of rule 4729-5-01 of the Administrative Code. These records may be kept electronically if the method is approved by the state board of pharmacy and the records are backed-up each business day.
7. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-14(A) of the OAC,

effective May 12, 2017: Each prescriber or terminal distributor of dangerous drugs shall keep a record of all dangerous drugs received, administered, dispensed, personally furnished, distributed, sold, destroyed, or used. The acts of prescribing, administering, dispensing, and destroying of a dangerous drug must be documented with the positive identification of the responsible individual pursuant to paragraph (N) of rule 4729-5-01 of the Administrative Code. These records may be kept electronically if the method is approved by the state board of pharmacy and the records are backed-up each business day.

8. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-3-02 of the OAC: A terminal distributor of dangerous drugs shall notify the following upon discovery of the theft or significant loss of any dangerous drug or controlled substance, including drugs in transit that were either shipped from or to the licensed location:
 - a. The state board of pharmacy, by telephone or other method determined by the board, immediately upon discovery of the theft or significant loss, OAC Rule 4729:5-3-02(A)(1); and
 - b. If a controlled substance, the drug enforcement administration (DEA) pursuant to 21 C.F.R. 1301.76 (1/21/2016), OAC Rule 4729:5-3-02(A)(2); and
 - c. Law enforcement authorities pursuant to section 2921.22 of the Revised Code, OAC Rule 4729:5-3-02(A)(3).
9. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of Rule 4729:5-3-06(A) of the OAC, effective March 1, 2019: Adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by those holding a terminal distributor of dangerous drugs license. Adulterated drugs shall be stored in a manner that prohibits access by unauthorized persons.
10. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of Rule 4729-9-17 of the OAC, as effective March 1, 2017, adulterated drugs shall be stored no longer than one year from the date of adulteration or expiration by those holding a terminal distributor of dangerous drugs license.
11. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-11 of the OAC: A pharmacist, prescriber, and responsible person pursuant to rule 4729-5-11 of the Administrative Code shall provide supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, and adequate safeguards to ensure that dangerous drugs are

being distributed in accordance with all state and federal laws as required in section 4729.55 of the Revised Code, by the following procedures:

- a. In terminal distributors of dangerous drugs, including but not limited to, emergency medical services pursuant to division (C) of section 4729.54 of the Revised Code, first-aid departments pursuant to rule 4729-9-03 of the Administrative Code, approved laboratories pursuant to paragraph (D) of rule 4729-13-01 of the Administrative Code, and animal shelters pursuant to paragraph (A) of rule 4729-14-01 of the Administrative Code, shall comply with all of the following:
 - i. Dangerous drugs, exempt narcotics, uncompleted prescription blank(s) used for writing a prescription, D.E.A. controlled substance order forms, hypodermics and poisons must be stored in an area secured by either a physical barrier with suitable locks, which may include a substantially constructed cabinet, and/or an electronic barrier to deter and detect unauthorized access, 4729-9-11(B)(1); and
 - ii. All records relating to the dispensing, distribution, personal furnishing and sale of dangerous drugs shall be maintained on-site under appropriate supervision and control to restrict unauthorized access, 4729-9-11(B)(2); and
 - b. A pharmacist, prescriber, or responsible person for a terminal distributor of dangerous drugs license pursuant to rule 4729-5-11 of the Administrative Code who has signed as being responsible for a terminal distributor of dangerous drugs license is responsible to monitor for suspicious orders, unusual usage, or questionable disposition of dangerous drugs, 4729-9-11(C); and
 - c. Only individuals authorized under state laws or rules shall have unsupervised access to dangerous drugs, OAC Rule 4729-9-11(E).
12. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-05(A) of the OAC, as effective September 15, 2017: All licensees and registrants shall provide effective and approved controls and procedures to deter and detect theft and diversion of dangerous drugs. In order to determine whether a licensee or registrant has provided effective and approved controls against diversion, the state board of pharmacy shall use the security requirements set forth in rule 4729-9-11 of the Administrative Code as standards for the security controls and operating procedures necessary to deter and detect diversion, OAC Rule 4729-9-05(A).

13. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, as effective March 1, 2019:
 - a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and/or
 - b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).
14. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-5-11 of the OAC, as effective February 17, 2017:
 - a. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729-5-11(C)(4); and/or
 - b. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs as required in rule 4729-9-11 of the Administrative Code and maintaining all records relating to the distribution dangerous drugs, OAC Rule 4729-5-11(C)(6).
15. Such conduct as set forth in the Findings of Fact, if proven, each constitutes a violation of the following divisions of Rule 4729:5-4-01 of the OAC, as effective March 1, 2019:
 - a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and/or
 - b. Violating any provision of Chapter 4729. Of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and/or

- c. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7).

DECISION OF THE BOARD

Pursuant to Sections 4729.57 and 4729.571 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Angel Animal Hospital on March 3, 2021 and after consideration of the record as a whole, the State Board of Pharmacy hereby reinstates Angel Animal Hospital's license as a Terminal Distributor of Dangerous Drugs, License No. 02-2598600; such reinstatement is effective as of the date of the mailing of this Order. Upon reinstatement, License No. 02-2598600 will be subject to a minimum three-year probationary period.

Pursuant to Section 4729.57 of the ORC, the Board imposes a monetary penalty on Angel Animal Hospital in the amount of \$20,000.00.

- a. \$15,000.00 of this fine shall be stayed upon successful completion of an inspection of Angel Animal Hospital, with the remaining \$5,000.00 to be paid in full no later than the completion of the three-year probationary period. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart, or e-mail legal@pharmacy.ohio.gov to establish a payment plan, to be approved by the Board.
- b. If subsequent violations are found by agents of the Board during the inspection of Angel Animal Hospital, the Board's probation committee is authorized to determine imposition of any or all of the stayed fine. Further, the probation committee may entertain a written response related to the findings of the inspection and/or may require Angel Animal Hospital's Responsible Person and owner, Dr. Candace Fisher, to appear before the committee. The final decision will be ratified by the Full Board prior to imposition.

Dr. Candace Fisher must obtain six hours of approved continuing education units (CEUs) in the subjects of drug security, drug diversion, and/or compliance with OARRS rules and regulations. The 0.6 CEUs must be completed within 90 days from the effective date of this Order. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's Exhibit 16.

Megan Marchal, RPh moved for Findings of Fact; Shawn Wilt, RPh, seconded the motion. Motion passed (Yes-7/No-0).

Joshua Cox, RPh moved for Conclusions of Law; Rich Miller, RPh seconded the motion. Motion passed (Yes-7/No-0).

Joshua Cox, RPh moved for Action of the Board; Shawn Wilt, RPh seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

11:53 a.m. The Board Recessed Briefly.

12:03 p.m. Mr. McNamee and Ms. Southard presented the following resolutions titled: *Ohio Department of Health – Off-Site Storage Extension, Contingency Stock License, NRP Inspection Reports for Compounding Pharmacies, Expedited Licensure of Drug Distributors, Verification of Prescriber Compounded Drug Products, and Responsible Person Requirements* to the Board for approval.

R-2021-0531 Mr. Cox moved that the Board ratify the resolution titled *Ohio Department of Health – Off-Site Storage Extension*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

**Ohio Department of Health – Off-Site Storage Extension to
12/31/2021**

To address storage capacity at your existing warehouse and to promote the safe distribution of COVID-19 vaccines, the State of Ohio Board of Pharmacy temporarily authorizes the Ohio Department of Health to store non-controlled dangerous drugs maintained at its Board of Pharmacy-licensed locations at its storage facility at 6480 Adelaide Ct., Groveport, Ohio 43125 (e.g., Adelaide Facility).

In authorizing the temporary storage of dangerous drugs at this location, the Ohio Department of Health shall ensure that the Adelaide Facility complies with all applicable requirements for wholesale distributors set forth in chapter 4729 of the Revised Code and chapters 4729:6-5 and 4729:6-3 of the Ohio Administrative Code.

This authorization shall remain in effect until December 31, 2021 but may be extended by the Board at the request of the Department.

R-2021-0532

Mr. Cox moved that the Board ratify the resolution titled *Contingency Stock License*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Contingency Stock License Resolution*

To promote improved access to vaccinations during the COVID-19 pandemic, the State of Ohio Board of Pharmacy hereby authorizes a long-term care facility or other institutional facility, as defined under agency 4729 of the Ohio Administrative Code, to possess and administer COVID-19 or other vaccines to patients and staff under the terminal distributor of dangerous drugs license issued to the facility's servicing pharmacy (e.g., contingency stock license). This resolution shall also permit the use of the servicing pharmacy's contingency stock license to maintain dangerous drugs used to treat adverse reactions to vaccines stored at the facility.

R-2021-0533

Mr. Cox moved that the Board ratify the resolution titled *NRP Inspection Reports for Compounding Pharmacies*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Non-Resident Pharmacy Inspection Reports for Compounding Pharmacies*

To address operational issues relating to the COVID-19 pandemic, the State of Ohio Board of Pharmacy temporarily authorizes the following waiver to OAC 4729-16-08 (E)(2):

- *For non-resident compounding pharmacies renewing a terminal distributor of dangerous drugs license, the pharmacy shall submit the most recent inspection report from any entity listed in paragraph (E)(2) of rule 4729-16-08.*
- *For non-resident compounding pharmacies applying for initial licensure or renewal, the Board will also accept the results of a virtual inspection that*

is less than two years from any entity listed in paragraph (E)(2) of rule 4729-16-08.

This resolution shall also apply to rule 4729:5-8-04 once effective and shall remain in effect until December 31, 2021.

R-2021-0534

Mr. Cox moved that the Board ratify the resolution titled *Expedited Licensure of Drug Distributors*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Expedited Licensure of Drug Distributors COVID Resolution Update

The Board is temporarily waiving the requirement for the submission of ownership/officer and responsible person criminal records checks prior to the initial issuance of a drug distributor license or processing of an application resulting from a change in the description of a distributor of dangerous drugs pursuant to rule 4729:6-2-05 of the Administrative Code received on or after March 2, 2020.

R-2021-0535

Mr. Cox moved that the Board ratify the resolution titled *Verification of Prescriber Compounded Drug Products*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Verification of Prescriber Compounded Drug Products

To address operational concerns, a prescriber who engages in drug compounding may also use a pharmacist, in lieu of a nurse, to assist in the verification of compounded products prior to administration to a patient in accordance with OAC 4729:7-3-03 (H), 4729:7-3-04 (M), and 4729:7-3-05(G).

R-2021-0536

Mr. Cox moved that the Board ratify the resolution titled *Responsible Person Requirements*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-

yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

RESPONSIBLE PERSON REQUIREMENTS FOR LICENSURE

Updated 4/20/2021

Pursuant to rules [4729:5-2-01](#) and [4729:6-2-01](#) of the Ohio Administrative Code, the Board of Pharmacy is required to adopt a resolution providing the credential types or qualifications required for the responsible person of each classification of terminal distributor of dangerous drugs and drug distributor license. Unless otherwise noted, only individuals that hold the credentials specified by an Ohio licensing authority (board or commission) may be the responsible person for that classification type.

Additionally, the resolution also provides additional guidance to licensees regarding compliance with the Board's rule chapters. For each licensee, there is a link (if applicable) to an inspection guide that applies to the specific license type.

The requirements for terminal distributors of dangerous drugs begin on [page 2](#) of this document.

The requirements for distributors of dangerous drugs* begin on [page 11](#) of this document.

***NOTES:**

- A distributor of dangerous drugs includes the following license types: manufacturer of dangerous drugs, outsourcing facility, third-party logistics provider, repackager of dangerous drugs and wholesale distributor of dangerous drugs (includes broker and virtual wholesaler).
- "APRN" refers to the following license types: Certified Registered Nurse Anesthetist, Certified Nurse Practitioner, Certified Nurse-Midwife, and Clinical Nurse Specialist who have prescriptive authority via chapter 4729. of the Revised Code.
- "PA" refers to a physician assistant subject to authorization of physician-delegated prescriptive authority. For category III license, must demonstrate proof of mid-level DEA-registration.
- An executive director for the purposes of a limited terminal

distributor of dangerous drugs license for animal shelter, humane society, or dog pound means any person that meets both of the following requirements:

1. Maintains control over day-to-day operations of a location; and
2. Is responsible for staffing decisions (including volunteers) such as hiring, termination, promotion, or allocation of staff resources or structure.

TERMINAL - CLINIC				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
AS	Ambulatory Surgery	DO, MD, RPH		Institutional (Coming Soon)
CI	Correctional Institution - clinic or med room that is located within a correctional facility or jail.	DO, MD, RPH, APRN, PA		Institutional (Coming Soon)
CL	Clinic - Health Dept., Free Clinic, Specialty Clinic	DO, MD, RPH, APRN, PA, DDS, DPM	*If possessing RU-486 (mifepristone) must be MD or DO	Clinic and Prescriber Office (OAC 4729:5-19)
CT	Chemical Treatment	DO, MD, RPH, APRN, PA		Clinic and Prescriber Office (OAC 4729:5-19) or Institutional (Coming Soon)
ED	Free Standing Emergency Department	DO, MD, RPH		Institutional (Coming Soon)
MC	Mobile Clinic - Drugs stored on a truck, aircraft, bus, etc.; includes non-emergent helicopters and aircraft.	DO, MD, RPH, DVM, APRN, PA, DDS		Limited Facility (OAC 4729:5-23) or Non-Limited Facility (OAC 4729:5-22)

MH	Mental Health	DO, MD, RPH, APRN, PA		Clinic and Prescriber Office (OAC 4729:5-19) or Institutional (Coming Soon)
ONC	Oncology Clinic	DO, MD, RPH		Clinic and Prescriber Office (OAC 4729:5-19)
PC	Prescriber Practice	DO, MD, APRN, PA, DDS, OD, RPH, DPM	OD must provide therapeutic number *If possessing RU-486 (mifepristone) must be MD or DO	Clinic and Prescriber Office (OAC 4729:5-19)
POC	Point of Care - Pyxis located in another Hospital	RPH		Institutional (Coming Soon)
RT	Clinical Trials	DO, MD, RPH, DVM, OD, DDS, DPM	OD must provide therapeutic number	Clinic and Prescriber Office (OAC 4729:5-19)
SC	Sports Training Facility	DO, MD, RPH, APRN, PA		Clinic and Prescriber Office (OAC 4729:5-19)
UR	Urgent Care + Convenience Care Clinic	DO, MD, APRN, PA, RPH		Clinic and Prescriber Office (OAC 4729:5-19)

TERMINAL - CLINIC - SOLE PRACTITIONER/DENTIST				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
PC	Prescriber Practice - general medical provider	DO, MD, APRN, PA, DDS, OD, RPH, DPM	OD must provide therapeutic number *If possessing RU-486 (mifepristone) must be MD or DO	Clinic and Prescriber Office (OAC 4729:5-19)

TERMINAL - OPIOID TREATMENT PROGRAM				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
OTP	Opioid Treatment Program - personally furnish buprenorphine and/or administer methadone.	DO, MD	*Category III only. Obtain SAMHSA or CARF accreditation after licensure.	Opioid Treatment Program (OAC 4729:5-21)

TERMINAL - OFFICE-BASED OPIOID TREATMENT				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
OBOT	Office-Based Opioid Treatment Clinic	DO, MD, APRN, PA – must have DATA 2000 Wavier	*Category III only. Required background check on Owners, RP and employees.	Office-Based Opioid Treatment Clinic (OAC 4729:5-18)

TERMINAL - PAIN MANAGEMENT CLINIC				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
PMC	Pain Management Clinic	DO, MD	*Category III only. Required background check on Owners, RP and employees. **RP must meet requirements in OAC 4729:5-2-01(C)(3)	Pain Management Clinic (OAC 4729:5-11)
GPMC	Grandfathered Pain Management Clinic **Approved by the Medical and Pharmacy Boards in 2011	DO, MD	*Category III only. Required background check on Owners, RP and employees.	Pain Management Clinic (OAC 4729:5-11)

TERMINAL - EMS - LIMITED				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
EM	EMS Headquarters	DO, MD, RPH		EMS (Coming Soon) (OAC 4729:5-14)
EMSS	EMS Satellite	DO, MD, RPH		EMS (Coming Soon) (OAC 4729:5-14)

TERMINAL - FACILITY - VETERINARY MEDICINE				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
VT	Veterinary Practice, Zoo, Veterinary Hospital	DVM		Veterinary Clinic (OAC 4729:5-20)

TERMINAL - FACILITY - NON-LIMITED				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide

AS	Animal Shelter - Humane Society or Dog Pound	DVM		Animal Shelter (OAC 4729:5-15)
BB	Blood Bank	DO, MD		Non-Limited Facility (OAC 4729:5-22)
CC	Custodial Care, Pediatric Respite, Group Home	DO, MD, APRN, PA, RN	RN - only if medication is delivered patient specific	Non-Limited Facility (OAC 4729:5-22)
DU	Dialysis Unit	DO, MD, APRN, PA, RPH		Non-Limited Facility (OAC 4729:5-22)
HC	Hospice	DO, MD, RPH		Non-Limited Facility (OAC 4729:5-22)
IC	Infusion Center	DO, MD, RPH		Non-Limited Facility (OAC 4729:5-22)
IM	Imaging	DO, MD, RPH		Non-Limited Facility (OAC 4729:5-22)
LA	Laboratory/Research	DO, MD, PHD, Chemist*, Management*, RPH, DVM, DDS	* Chemist or Management must provide a proof of a degree in one of the following: chemistry, biochemistry, forensic science, biology, microbiology, or	Laboratory (OAC 4729:5-16)

			related pure applied science or proof of certified training in the field of expertise.	
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TERMINAL - FACILITY - LIMITED

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
AS	Animal Shelter – Humane Society or Dog Pound	CET, DVM, DOG WARDEN, Executive Director		Animal Shelter (OAC 4729:5-15)
DG	Dog Trainer	Management + LENA	Law Enforcement Affiliation or contract required.	Limited Facility (OAC 4729:5-23)
FA	First Aid Room/Department	DO, MD, APRN, PA, RN	RN only if medication is delivered patient specific or for the purposes of personal furnishing naloxone.	First Aid Department (OAC 4729:5-13)
HH	Home Health Care - providing services to the patient's homes or vaccinations off-site	DO, MD, RPH		Limited Facility (OAC 4729:5-23)

ND	Nursing Home Drug Stock	DO, MD, APRN, PA		Limited Facility (OAC 4729:5-23)
PD	Peritoneal Dialysis Center - ships directly to the patient's home, RPh does not perform final verification	Management		Limited Facility (OAC 4729:5-23)
PT	Physical Therapy	DO, MD		Limited Facility (OAC 4729:5-23)
TE	Teaching Institution	DDS, DO, MD, HEAD OF PROGRAM (RN), RPH, APRN, PA, OD, DVM	If injecting into humans, must be - DDS, DO, MD, DDS, OD, RPH, PA or APRN.	Limited Facility (OAC 4729:5-23)

TERMINAL - MEDICAL GAS - LIMITED

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CX	Contingency Stock	RN, LNHA, Management, RRT		Medical Gases (Coming Soon) (OAC 4729:5-17)
GM	Manufacturer Process Use + Food Processor	Management		Medical Gases (Coming Soon) (OAC 4729:5-17)

OX	Retail Seller or Biller of Oxygen	MD, DO, RN, APRN, PA, LNHA, RRT, OD, DDS, DVM, RPH, Management	*Saline and Sterile Water can be included on drug list.	Medical Gases (Coming Soon) (OAC 4729:5-17)
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TERMINAL - NON-RESIDENT PHARMACY - NON-LIMITED

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CF	Central Fill Pharmacy	RPH	Must hold pharmacist license in state where pharmacy is located.	Non-Resident (Coming Soon) (OAC 4729:5-8)
IP	Pharmacy Servicing Institutions	RPH	Must hold pharmacist license in state where pharmacy is located. May included Mental Health Pharmacies & Nursing Home Inpatient Pharmacies	Non-Resident (Coming Soon) (OAC 4729:5-8)
MO	Mail Order Pharmacy	RPH	Must hold pharmacist license in state where pharmacy is located.	Non-Resident (Coming Soon) (OAC 4729:5-8)
NU	Nuclear Pharmacy	RPH	Must hold pharmacist license in state where pharmacy is located.	Non-Resident (Coming Soon) (OAC 4729:5-8)

SP	Specialty Pharmacy - High \$ Drugs	RPH	Must hold pharmacist license in state where pharmacy is located. May include compounding	Non-Resident (Coming Soon) (OAC 4729:5-8)
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TERMINAL - PHARMACY - NON-LIMITED

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CF	Central Fill Pharmacy	RPH		Outpatient Pharmacy (OAC 4729:5-5)
CH	Charitable Pharmacy	RPH	Must provide tax exempt paperwork.	Outpatient Pharmacy (OAC 4729:5-5)
CP	Clinic Pharmacy	RPH		Outpatient Pharmacy (OAC 4729:5-5)
DM	Durable Medical Equipment	RPH		Outpatient Pharmacy (OAC 4729:5-5)
DR	Drug Repository	RPH		Outpatient Pharmacy (OAC 4729:5-5)
FL	Fluid Therapy	RPH		Outpatient Pharmacy (OAC 4729:5-5)

HS	Hospital	RPH		Institutional (Coming Soon)
II	Independent Community Retail (1 Outlet)	RPH		Outpatient Pharmacy (OAC 4729:5-5)
IL	Large Chain Retail (12+ Outlets)	RPH		Outpatient Pharmacy (OAC 4729:5-5)
IP	Pharmacy Servicing Institutions	RPH	May include mental health pharmacies & nursing home inpatient pharmacies.	Institutional (Coming Soon)
IS	Small Chain Retail (2-11 Outlets)	RPH		Outpatient Pharmacy (OAC 4729:5-5)
KI	Kiosk	RPH		Institutional (Coming Soon)
MD	Multi-Disciplinary	RPH	May include compounding	Outpatient Pharmacy (OAC 4729:5-5)
MO	Mail Order Pharmacy	RPH		Outpatient Pharmacy (OAC 4729:5-5)
NU	Nuclear Pharmacy	RPH		Nuclear (Coming Soon)
ONC	Oncology Pharmacy	RPH		Outpatient Pharmacy (OAC 4729:5-5)
SP	Specialty Pharmacy - High \$ Drugs	RPH	May include compounding	Outpatient Pharmacy (OAC 4729:5-5)

TERMINAL - PHARMACY - LIMITED				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CR	Consulting Pharmacy	RPH	*Category II only	Outpatient Pharmacy (OAC 4729:5-5) or Institutional (Coming Soon)
CRP	Contract Remote Order Entry	RPH	*Category II only	Outpatient/Institutional (Coming Soon) - Specifically Remote Order Entry Requirements
MTM	Medication Therapy Management	RPH	*Category II only	Medication Therapy Management (Coming Soon) (OAC 4729:5-12)

TERMINAL – NON-RESIDENT PHARMACY - LIMITED				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide

CR	Consulting Pharmacy	RPH	*Category II only Must hold pharmacist license in state where pharmacy is located.	Non-Resident (Coming Soon) (OAC 4729:5-8)
CRP	Contract Remote Order Entry	RPH	*Category II only Must hold pharmacist license in state where pharmacy is located.	Outpatient/Institutional (Coming Soon) - Specifically Remote Order Entry Requirements
MTM	Medication Therapy Management	RPH	*Category II only Must hold pharmacist license in state where pharmacy is located.	Medication Therapy Management (Coming Soon) (OAC 4729:5-12)

TERMINAL - PHARMACY SUPPLIED CONTINGENCY STOCK - UNLIMITED

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CI	Correctional Institution	RPH		Institutional (Coming Soon)
CS	Community Pharmacy	RPH		Outpatient (Coming Soon)
HC	Hospice Facility	RPH		Institutional (Coming Soon)
HS	Hospital	RPH		Institutional (Coming Soon)

MH	Mental Health Institution	RPH		Institutional (Coming Soon)
NH	Nursing Home	RPH		Institutional (Coming Soon)

DISTRIBUTOR OF DANGEROUS DRUGS – MANUFACTURER, OUTSOURCING FACILITY, REPACKAGER, AND THIRD-PARTY LOGISTICS PROVIDER				
Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
MF	Manufacturer	Management		Manufacturer (Coming Soon) (OAC 4729:6-8)
OSC	Outsourcing Facility – 503B sterile and/or non-sterile compounding at wholesale, not patient specific	Ohio Licensed RPH	Must provide FDA registration and inspection report	Outsourcing Facility (Coming Soon) (OAC 4729:6-10)
RE	Repackager	Management	Must provide FDA registration	Repackager (Coming Soon) (OAC 4729:6-9)
3PL	Third-Party Logistics - stores and distributes drug but does not have ownership	Management	If out of state, must have licensure from home state or VAWD Accreditation.	Third-Party Logistics Providers (Coming Soon) (OAC 4729:6-11)

WHOLESALE				
BC	Bulk Pharmaceutical Chemical Seller	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
BG	Buying Group - A group of wholesalers/stores that leverage for better pricing	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
BR	Broker	Management	If out of state, must have licensure from home state.	Wholesale Distributor (Coming Soon) (OAC 4729:6-7)
CM	Compressed Medical Gases	Management		
CN	Clinic Wholesaler: Blood Banks, Health Departments	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
FS	Full Service	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
IE	Import/Export - importing drugs from in/out of the country	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
PU	Public Health Preparedness*	Management		Wholesale Distributor (Coming Soon)

	NOTE: A board of health, as defined in section 3701.048 of the Revised Code, that is licensed as a terminal distributor of dangerous drugs (TDDD) for the purpose of distributing dangerous drugs to another TDDD during a declared public health emergency or emergency preparedness incident is not required to obtain licensure as a wholesale distributor.			(OAC 4729:6-5)
SD	Samples Distributor	Management		Wholesale Distributor (Coming Soon) (OAC 4729:6-5)
VW	Virtual Wholesaler - NO DRUGS ONSITE	Management	If out of state, must have licensure from home state or VAWD Accreditation.	Virtual Wholesalers (Coming Soon) (OAC 4729:6-6)
WD	Waste Disposal/Reverse Distributor	Management	Must provide DEA & EPA registration	Wholesale Distributor (Coming Soon) (OAC 4729:6-5)

R-2021-0537

Mr. Wilt moved to approve a 3% increase in compensation to the Executive Director, to be effective in the pay period beginning April 11, 2021, subject to the approval of the Governor's Office. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

12:16 p.m.

Ms. Southard resumed her presentation on the Pharmacist Reciprocity Request of Sanyogita Karajgikar – Freehold, NJ (APP-000421838) to the Board for consideration.

R-2021-0538

Mr. Wilt moved that based on the extensive history of over thirty years of practice, the Board make an isolated exception and grant the request of Sanyogita Karajgikar. The motion was seconded Mr. Goodman and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.

12:22 a.m.

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

R-2021-0539

Mr. Cox 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. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

1:55 p.m.

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

R-2021-0540

After votes were taken in public session, the Board adopted the following order in the Matter of **Mussyab Iqbal, Huntington, WV.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number **A-2020-0727**)

In The Matter Of:

Mussyab Iqbal
1230 Huntington Ave.
Huntington, WV 25701

(Pharmacist Intern License No. 06-0002672)INTRODUCTION

The Matter of Mussyyab Iqbal came for hearing on April 20, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Mussyyab Iqbal was not represented by counsel and proceeded pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Mussyyab Iqbal

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Application
5. Respondent's Written Statement
6. Court Document From New York
7. West Virginia Order
8. NY Penal Code
9. Letter from West Virginia Board of Pharmacy

Respondent's Exhibits:

- A. 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 Mussyyab Iqbal's application submitted on or about August 24, 2020, Mussyyab Iqbal answered "Yes" to the question inquiring whether he had

ever been arrested for, or convicted of, a felony or misdemeanor drug offense under state or federal law. This includes a court granting intervention in lieu of treatment (also known as treatment in lieu of conviction, ILC or TLC), or other diversion programs. Felony or misdemeanor drug offenses must be reported regardless of whether the case has been sealed, reduced or dismissed or the equivalent thereof.

- a. On or about July 5, 2014, Mussyyab Iqbal was charged with criminal sale of a controlled substance (5th degree) a class D felony, and criminal possession of a controlled substance (7th degree), a class A misdemeanor. On or about September 8, 2015, Mussyyab Iqbal pleaded guilty to attempted criminal possession of a controlled substance, a 7th degree misdemeanor, in violation of New York Penal Code Section 220.03, in the Supreme Court of New York, located in New York, New York. Mussyyab Iqbal was sentenced to one-year conditional discharge, court costs and a fine, and community service. *State of New York vs. Mussyyab Iqbal*, Case No. 324N-2014.
2. On or about December 18, 2019, Mussyyab Iqbal was notified by the West Virginia Board of Pharmacy that his application for registration as a pharmacy intern in the State of West Virginia was denied. The denial was due to his criminal drug conviction.
3. On or about September 23, 2020, Mussyyab Iqbal was interviewed by an agent of the Board. When asked about the criminal conviction, Mussyyab Iqbal stated he responded to a Craigslist ad requesting to purchase Adderall. Mussyyab Iqbal drove from New Jersey to New York to respond to the ad and attempted to sell between 70-80 Adderall tablets (totaling approximately \$700). Upon receiving the envelope for payment, Mussyyab Iqbal was notified it was an undercover police officer; Mussyyab Iqbal was arrested.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019:
 - a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - b. Engaged in any conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(I).

2. Such conduct as set forth in the Findings of Fact Section each constitutes a violation of each of the following divisions of Rule 4729:2-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:2-4-01(B)(2)(e); and
 - b. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC Rule 4729:2-4-01(B)(2)(k); and
 - c. Committed an act involving moral turpitude that constitutes a misdemeanor or felony in this state, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:2-4-01(B)(2)(j).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code and 4729:2-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby grants Mussyyab Iqbal approval to practice as an intern in Ohio, Pharmacy Intern License No. 06-0002672. The approval is effective the date of the mailing of this Order.

Mussyyab Iqbal's license to practice pharmacy as an intern is subject to a period of probation for no less than five years beginning the effective date of this Order, with the remainder of the probationary period, upon successful application, transferring to Mussyyab Iqbal's pharmacist license. Probationary terms include the following conditions:

1. Mussyyab Iqbal must appear before the Board's Probation Committee upon request.
2. The State of Ohio Board of Pharmacy hereby declares that Mussyyab Iqbal's pharmacist intern license is not in good standing.
3. In order to receive approval to take the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board Mussyyab Iqbal must first petition the Board to demonstrate he has successfully met all terms of probation.
4. If converted to a pharmacist license, Mussyyab Iqbal's pharmacist license is not in good standing for the duration of the probation term, and thereby

denied the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.

5. If converted to a pharmacist license, Mussyyab Iqbal may not serve as a responsible pharmacist, or a designated representative in a dispensary or for home medical equipment, for the duration of the probationary term.
6. Mussyyab Iqbal must not violate the drug laws of Ohio, any other state, or the federal government.
7. Mussyyab Iqbal must abide by the rules of the State of Ohio Board of Pharmacy.
8. Mussyyab Iqbal must comply with the terms of this Order.
9. Mussyyab Iqbal must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Mussyyab Iqbal holds a professional license or applies for a professional license.
10. Mussyyab Iqbal may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
11. Mussyyab Iqbal 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 Mussyyab Iqbal to possible additional sanctions, including and up to revocation of license.
12. 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 Mussyyab Iqbal's license.
13. Periods during which Mussyyab Iqbal is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically page 20 of the State's Exhibits.

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

Mr. Wilt moved for Conclusions of Law; Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

Mr. Cox moved for Action of the Board; Ms. Marchal seconded the motion: Joshua Cox, yes; Trina Buettner, yes; Victor Goodman, yes; Jeff Huston, yes; Megan Marchal, yes; Rich Miller, yes; and Shawn Wilt, no. Motion passed (Yes-6/No-1).

SO ORDERED.

R-2021-0541

Mr. Cox 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. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes.

2:56 p.m.

The Board returned to public session. Ms. Dehner, Mr. Cathcart, and Mr. McNamee led a discussion on Reciprocity continuing to be held virtually. The Board was in agreement that Virtual Reciprocity was in the best interest of all parties involved and requested the staff to continue to explore and build a virtual option.

3:02 p.m.

Mr. McNamee and Ms. Wai led a discussion the Pharmacist Workload Survey and Advisory Committee.

R-2021-0542

Mr. Wilt moved that the Board approve the creation of a Pharmacist Workload Committee. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes.

3:26 p.m.

Mr. McNamee and Ms. Wai led a discussion the FDA Memorandum of Understanding (MOU) Survey Discussion and Next Steps. The Board was in agreement that the State of Ohio Board of Pharmacy should proceed with the FDA MOU and requested the staff draft rules for public comment.

- 3:48 p.m.** Ms. Dehner led a discussion on the Probation Tolling Grid Clarification, and proposed updates to the grid.
- R-2021-0543** Ms. Buettner moved that the Board approve the proposed updates to the Probation Tolling Grid. The motion was seconded by Mr. Miller and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes.
- 3:53 p.m.** Ms. Dehner led a discussion on Quarterpoint Treatment Provider: Review for Approval of Out-of-State Entity.
- R-2021-0544** Mr. Wilt moved that the Board approve Quarterpoint as a Board Approved Treatment Provider in Kentucky. The motion was seconded by Mr. Cox and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-no; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes. Motion passed Yes-6, No-1.
- 4:21 p.m.** Ms. Maerten-Moore and Mr. Sheridan led a discussion on Remand Case Review: Buckeye Relief. Mr. Goodman Recused himself from the discussion.
- R-2021-0545.01** Mr. Miller moved that the Board adopt the following order in the Matter of Buckeye Relief. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes. Mr. Goodman Recused himself from the discussion.
-

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2018-M133)

In The Matter Of Applicant:

BUCKEYE RELIEF, LLC

40 East Washington Street, Suite 1

Chagrin Falls, OH 44022

Account No./Application No.: 406-133

Application District: Northeast-2

Application Dispensary Address: 1782 Coventry Road, Cleveland Heights, OH
44118

&

(Case Number 2018-M430)

In The Matter Of Applicant:
BUCKEYE RELIEF, LLC
40 East Washington Street, Suite 1
Chagrin Falls, OH 44022
Account No./Application No.: 406-430
Application District: Northeast-2
Application Dispensary Address: 22771-99 Rockside Road, Bedford, OH 44146

INTRODUCTION

The Matters of Buckeye Relief, LLC came before the Board on April 20, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Shawn Wilt, RPh; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh.

Victor Goodman, *Public Member*, recused.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board reviewed the following related to, and in accordance with, the remand of these matters by the Cuyahoga County Court of Common Pleas "for a re-evaluation of Question C-5.5 under the Board's original request for application process * * * consistent with the decision from the [Eighth District] Court of Appeals[]":

- Affidavit of Sharon Maerten-Moore and the following Exhibits attached to the affidavit:
 - Exhibit 01. Notice of Appeal - 2018-M430, filed January 24, 2019
 - Exhibit 02. Notice of Appeal - 2018-M133, filed January 24, 2019
 - Exhibit 03. Opinion and Order (Final), Case Nos. CV-19-910093, CV-19-910094, filed August 30, 2019
 - Exhibit 04. Journal Entry and Opinion, Case Nos. 109050 & 109051, filed October 15, 2020
 - Exhibit 05. Cuyahoga County Court of Common Pleas Journal Entry (Remand), filed December 30, 2020
 - Exhibit 06a. Business Plan Dispensary Evaluation Team Training
 - Exhibit 06b. Model Dispensary Application
 - Exhibit 06c. Dispensary Application Instructions
 - Exhibit 06d. Public Records and Open Meeting Information
 - Exhibit 06e. Ethical Conduct Information
 - Exhibit 06f. Revised Code Chapter. 3796
 - Exhibit 06g. Administrative Code Chapters 3796:6, 3796:7, and 3796:8
 - Exhibit 06h. First and Second Round Question and Answer Responses
 - Exhibit 06i. Business Plan Key Indicators for Evaluation

- Exhibit 06j. Notice of Proper Zoning Form
- Exhibit 06k. Tax Authorization Form
- Exhibit 07. Evaluators' Original Scoring Worksheets
- Exhibit 08. Blank Scoring Worksheet
- Exhibit 09. Batch 1 Applications List
- Exhibit 10. Re-Evaluation Correspondence
- Exhibit 11. Evaluators' Re-scored Scoring Worksheets
- Exhibit 12. Medical Marijuana Re-scored Scorecards & Original Scorecards
- Exhibit 13. Full List of Application Scores by District
- Exhibit 14. Provisional Dispensary License Allocation

Additionally, the Board heard from Sharon Maerten-Moore, Director of Medical Marijuana Operations, regarding the re-evaluation and re-scoring process and the outcome of that process.

DECISION OF THE BOARD

After considering the presentation by Sharon Maerten-Moore, the affidavit of Sharon Maerten-Moore and the attached exhibits, the Board makes the following findings and decision:

1. The Board approves and adopts the process to re-evaluate and re-score application #133 and application #430;
2. The Board approves and adopts the re-calculated scores of each application: awarding scores of 183.619048 to application #133 and 182.976190 to application #430;
3. Based on the rescoring, application #133 finished in fifth place in District Northeast-2 and application #430 finished in twelfth place in District Northeast-2; and
4. Based upon the re-evaluation and re-scoring of application #133, the Board, by final adjudication order, will issue a provisional dispensary license to Buckeye Relief, LLC in accordance with Chapter 3796. of the Revised Code and Chapter 3796:6 of the Administrative Code.
5. Based upon the re-evaluation and re-scoring of application #430, the Board, by final adjudication order, will deny Buckeye Relief, LLC application #430 to receive a provisional dispensary license, because Buckeye Relief, LLC's score was not high enough as compared to other applicants in the same district to be awarded one of the medical marijuana provisional dispensary licenses for that district, in accordance with Chapter 3796. of the Revised Code and Chapter 3796:6 of the Administrative Code.

The Board's final adjudication Order will be issued and become effective on May 1, 2021, unless Buckeye Relief, LLC files a motion, pursuant to R.C. 119.09, for the Board to take additional testimony or permit the introduction of further documentary evidence related to the re-evaluation and re-scoring of application #133 and/or application #430. **The motion must be received no later than 5:00 p.m. on April 30, 2021.**

Should Buckeye Relief, LLC timely file such a motion, an evidentiary hearing will be scheduled for the taking of additional testimony and/or introduction of further documentary evidence at the next available Board meeting. The hearing shall be limited to a total of six hours. Three hours shall be reserved for Respondent; three hours shall be reserved for the State.

Should no motion be received prior to 5:00 p.m. on April 30, 2021, the Board will issue a Final Order in this matter setting forth appellate rights.

Rich Miller, RPh, moved for Findings of Fact and Decision of the Board; Trina Buettner, RPh, seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2021-0545.02

Mr. Miller moved that the Board adopt the following order in the Matter of Buckeye Relief. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Huston-yes; Marchal-yes; Miller-yes, Wilt-yes. Mr. Goodman Recused himself from the discussion.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2018-M133)

In The Matter Of Applicant:
BUCKEYE RELIEF, LLC
40 East Washington Street, Suite 1
Chagrin Falls, OH 44022
Account No./Application No.: 406-133
Application District: Northeast-2
Application Dispensary Address: 1782 Coventry Road, Cleveland Heights, OH
44118

FINAL ADJUDICATION ORDER OF THE BOARD

On April 21, 2021, the Board issued an Order related to the re-evaluation and re-scoring of Buckeye Relief, LLC application #133. As of April 30, 2021, the Board has not received a motion to take additional testimony or introduce further documentary evidence related to the re-evaluation and re-scoring of application #133.

Accordingly, the Board incorporates by reference the "Introduction," "Board Review of the Record," and "Decision of the Board" related to application #133 included in the April 21, 2021 Order, and issues a provisional dispensary license to Buckeye Relief, LLC, Application ID-133, as detailed in the attached "Notice of Award of Provisional Dispensary License."

Rich Miller, RPh, moved for Findings of Fact and Decision of the Board; Trina Buettner, RPh, seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2021-0546

After votes were taken in public session, the Board adopted the following Order in the Matter of Medical Marijuana Patient **J.G.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Numbers A-2020-0661; A-2020-0666)

IN THE MATTER OF:
J.G. (Respondent)

[REDACTED]
(Patient Registration No. [REDACTED])

INTRODUCTION

In the Matter of: J.G. came for hearing before Hearing Examiner Shantae Decarlow on January 26, 2021, and for consideration by the State of Ohio Board of Pharmacy (Board) on April 20, 2021 before the following members of the Board: Jennifer M. Rudell, RPh, *Presiding*; Megan E. Marchal, RPh; Joshua M. Cox, RPh; Rich D. Miller, RPh; Shawn C. Wilt, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; and Jeff Huston, RPh.

Respondent appeared *pro se*. The State of Ohio was represented by Principal Assistant Attorney General Henry G. Appel.

BOARD REVIEW OF THE RECORD

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

- 1) Notice of Opportunity for Hearing for Case Nos. A-2020-0661; A-2020-0666; A-2019-0286; A-2020-0667
- 2) Proof of Service, Notice of Opportunity for Hearing for Case Nos. A-2020-0661; A-2020-0666; A-2019-0286; A-2020-0667
- 3) Request for Hearing
- 4) Acknowledgement of Hearing Request
- 5) Proof of Service, Acknowledgement of Hearing Request
- 6) Hearing Examiner Appointment Letter
- 7) Amended Notice of Hearing and Journal Entry, Dated January 2, 2021
- 8) Proof of Service, Amended Notice of Hearing and Journal Entry Dated January 2, 2021
- 9) Hearing Transcript
- 10) The following State of Ohio Exhibits admitted by the Hearing Examiner:
 - Exhibit 01a. Notice of Opportunity for Hearing Case Nos. A-2020-0661; A-2020-0666*
 - Exhibit 01b. Notice of Opportunity for Hearing Case Nos. A-2019-0286; A-2020-0667*
 - Exhibit 02. Request for Hearing*
 - Exhibit 03. Scheduling Order
 - Exhibit 04. Statement of Respondent - Dated May 7, 2019*
 - Exhibit 05. Statement of Respondent - October 15, 2020*
 - Exhibit 06. West Chester Police Department Report*
 - Exhibit 07. Affidavit of West Chester Police Report, Dated April 25, 2019
 - Exhibit 08. Georgetown Police Department Report*
 - Exhibit 09. Photographs

***Exhibits 01, 02, 04, 05, 06, and 08 were admitted under seal**

11) Report and Recommendation, Case Nos. A-2020-0661; A-2020-0666,
Dated March 22, 2021

12) Report and Recommendation Cover Letter

13) Report and Recommendation, Proof of Service

DECISION OF THE BOARD

After thorough review of the administrative record, including the stipulations of the parties, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Findings of Fact as detailed in the Report and Recommendation. The Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Conclusions of Law as detailed in the Report and Recommendation. Finally, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Recommendation to reinstate Respondent's patient registration, and additionally REPRIMANDS Respondent's patient registration pursuant to Ohio Adm.Code 3796:7-2-08(A)(2).

Finally, the Board Orders that State's Exhibits 01, 02, 04, 05, 06, and 08 be placed under seal.

Mr. Wilt moved to confirm, approve, and adopt the Hearing Examiner's Findings of Facts. Mr. Goodman seconded the motion. Motion passed (Yes-7/No-0).

Mr. Wilt moved to confirm, approve, and adopt the Hearing Examiner's Conclusions of Law. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

Mr. Wilt moved to confirm, approve, and adopt the Hearing Examiner's recommendation, as set forth in the Report and Recommendation. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0547

After votes were taken in public session, the Board adopted the following Order in the Matter of **Kaitlin Berg, Olmstead Falls, Ohio**.

**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER**

(Case No. A-2020-0257)

In the Matter of Kaitlin Berg:

Kaitlin Berg, Pharmacy Technician Trainee Applicant

6824 Crestwood Lane
Olmstead Falls, OH 44138
Pending Registration No. APP-000307327

INTRODUCTION

A Proposal to Deny/Notice of Opportunity for Hearing (Notice) was issued by the Board on October 1, 2020. The Matter of Kaitlin Berg came for hearing before Hearing Examiner Anna Bates on February 19, 2021. At the request of Ms. Berg, the hearing was rescheduled from 9:00 AM to 1:00 PM on February 19, 2021, to accommodate her class schedule. The hearing was conducted on February 19, 2021, at 1:00 PM. Ms. Berg was not present and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was served upon the Respondent on or about March 25, 2021. The matter subsequently came for consideration by the Board on April 20, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 9, the hearing transcript, and Hearing Examiner Bates's Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms, approves, and adopts the Hearing Examiner's Findings of Facts, including those that specifically relate to the Board's Notice letter, dated October 1, 2020, as set forth in the Report and Recommendation, with the following modifications to accurately reflect the procedural history of this matter:

1. Strike Paragraph 6 in Findings of Fact and replace with, "On or about January 10, 2020, Ms. Berg filed a Criminal or Disciplinary Records Attestation Form declaring that the answers she provided in the November 16, 2019, application were incorrect, and that the information contained in the January 10, 2020 form is true, correct, and complete."
2. Strike Paragraph 8 in Findings of Fact and replace with, "The Board was unable to confirm service of the October 1, 2020, letter so it reissued the

Notice of Opportunity for Hearing on October 28, 2020. The Board was also unable to confirm service of the October 28, 2020, Notice so Board staff sent the Notice to Ms. Berg via email on November 24, 2020. Ms. Berg confirmed receipt of the Notice via email on December 7, 2020. (See State's Exhibit 1.) The Board did not receive the signed return receipt for the October 28, 2020, service attempt until approximately December 14, 2020, after it had reissued the Notice to Ms. Berg via email on November 24, 2020, and her subsequent confirmation of receipt."

3. Strike Paragraph 9 in Findings of Fact and replace with, "Ms. Berg submitted a timely request for hearing and written contentions on December 17, 2020, after the November 24, 2020, issuance of the Notice." (See State's Exhibit 2.)
4. Strike Paragraph 10 in Findings of Fact and replace with, "The Board issued an acknowledgment of Ms. Berg's timely request and set the matter for hearing."

After thorough review of the entire administrative record, the Board hereby confirms, approves, and adopts the Hearing Examiner's Violations of Law, as set forth in the Report and Recommendation, with the following modifications to accurately reflect the procedural history of this matter:

5. The Board finds the conduct violates Ohio Revised Code 4729.96(A)(2)(b), as alleged in the Notice of Opportunity for Hearing.

The Hearing Examiner found that Respondent violated Ohio Administrative Code 4729:3-4-01(B)(9), "engaged in dishonesty or unprofessional conduct," but did not find the corresponding statutory provision in Ohio Revised Code 4729.96(A)(2)(b), which was also alleged in the Notice. Ohio Revised Code 4729.96(A)(2)(b) reads, "engaged in dishonesty or unprofessional conduct, as prescribed in the rules adopted by the Board..." And pursuant to Ohio Administrative Code 4729:3-4-01(A)(2), "unprofessional conduct" means conduct that is detrimental to the best interests of the public, including conduct that endangers the health, safety or welfare of a patient or client. Such conduct shall include, but not be limited to, the following acts: coercion, intimidation, harassment, sexual harassment, improper use of private health information, threats, degradation of character, indecent or obscene conduct, and theft. Because both the statutory and administrative provision share the definition of "unprofessional conduct" and the Hearing Examiner found the administrative rule provision, the Board modifies the Report and Recommendation to include the statutory provision, as well.

6. The Board finds the conduct violates Ohio Administrative Code 4729:3-4-01(C)(1), as alleged in the Notice of Opportunity for Hearing."

This provision, Ohio Administrative Code 4729:3-4-01(C)(1) reads, "...Has engaged in any of the conduct specified in division (A)(2) of section 4729.96 of the Revised Code." Coupled with the above modification, the Hearing Examiner independently found three separate violations of Ohio Revised Code 4729.96(A)(2). Therefore, the Board modifies the Report and Recommendation to include this provision.

After thorough review of the entire administrative record, and pursuant to Ohio Revised Code 4729.96 and Ohio Adm.Code 4729:3-4-01, the Board hereby confirms, approves, and adopts, without modification, the Hearing Examiner's recommendation. The Board hereby denies the Application for Registration as a Pharmacy Technician Trainee submitted by Kaitlin Berg on or about November 16, 2019.

Pursuant to Ohio Adm. Code 4729-9-01(I), Kaitlin Berg may not reapply for any State of Ohio Board of Pharmacy license or registration for a minimum of 12 months.

Mr. Cox moved to confirm, approve, and adopt the Hearing Examiner's Findings of Facts with modifications, as outlined above. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

Mr. Cox moved to confirm, approve, and adopt the Hearing Examiner's Violation of Law with modifications, as outlined above. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

Mr. Cox moved to confirm, approve, and adopt the Hearing Examiner's recommendation, as set forth in the Report and Recommendation. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

SO ORDERED.

R-2021-0548

After votes were taken in public session, the Board adopted the following Order in the Matter of **Courtney Smith, Lorain, Ohio.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER
(Case No. A-2020-0581)

In the Matter of Courtney Smith:

Courtney Smith, pharmacy technician trainee

1553 E. 30th Street
Lorain, OH 44055
(Suspended Registration No. 09-113512)

INTRODUCTION

A Summary Suspension/Notice of Opportunity for Hearing (Notice) was issued by the Board on August 26, 2020. The Matter of Courtney Smith came for hearing before Hearing Examiner Greg Trout on February 5, 2021. Ms. Smith was not present at the hearing. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was served upon the Respondent on or about March 2, 2021. The matter subsequently came for consideration by the Board on April 20, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 7, the hearing transcript, and Hearing Examiner Hasselback's Report and Recommendation, and Respondent's emails to the Board, dated March 15, 2021, and April 6, 2021.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms, approves, and adopts, without modification, Hearing Examiner Trout's Finding of Facts, in their entirety, including those that specifically relate to the Board's Notice letter, dated August 26, 2020, as set forth in the Report and Recommendation.

After thorough review of the entire administrative record, the Board hereby confirms, approves, and adopts, without modification, Hearing Examiner Trout's Violations of Law, in their entirety, as set forth in the Report and Recommendation.

After thorough review of the entire administrative record, and pursuant to Ohio Revised Code 4729.96 and Ohio Adm.Code 4729:3-4-01, the Board hereby confirms, approves, adopts in part, and modifies in part, Hearing Examiner Trout's recommendation. Specifically, because and to the extent that Hearing Examiner Trout did not provide a specific recommendation for the action to be taken by the Board, as required by Ohio Revised Code 119.09.

The Board hereby removes the summary suspension and suspends indefinitely the pharmacy technician trainee registration held by Ms. Smith, No. 09-

113512, and such suspension is effective from the Board's Notice letter, August 26, 2020.

Ms. Smith, pursuant to Ohio Adm.Code 4729-9-01(F), may not be employed by or work in a facility licensed by the Board to possess or distribute dangerous drugs during such period of suspension.

Further, after 24 months from the date of the Board's Notice letter, September 4, 2020, or after her successful completion of the intervention in lieu program she notified the Board about on March 15, 2021, whichever is longer, the Board will only consider a petition filed by Ms. Smith for a hearing, pursuant to Ohio Revised Code Chapter 119, for reinstatement of the pharmacy technician trainee registration if the following conditions have been met:

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

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

- f. 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.
 - g. 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.
 - h. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 3. Ms. Smith 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 Ms. Smith reappear before the Board for possible additional sanctions, including and up to revocation of registration.
- 4. Ms. Smith shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Ms. Smith reappear before the Board for possible additional sanctions, including and up to revocation of registration.
- 5. Ms. Smith must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Ms. Smith to possible additional sanctions, including and up to revocation of registration.
- 6. Ms. Smith must demonstrate satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
- 7. Ms. Smith must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);

- b. Compliance with the continuing pharmacy education requirements set forth in Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
- 8. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
 - 9. Violation of any term of suspension, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of the pharmacy technician trainee registration.
 - 10. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state or federal law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
 - 11. If Ms. Smith's employment is related to the practice of pharmacy, Ms. Smith must notify employer of the terms of Ms. Smith's suspension and this Board's Order.
 - 12. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, will result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Ms. Smith's registration.

Ms. Marchal moved to confirm, approve, and adopt Hearing Examiner Trout's Findings of Facts, as set forth in the Report and Recommendation. Mr. Goodman seconded the motion. Motion passed (Yes-7/No-0).

Ms. Marchal moved to confirm, approve, and adopt Hearing Examiner Trout's Violation of Law, as set forth in the Report and Recommendation. Mr. Huston seconded the motion. Motion passed (Yes-7/No-0).

Ms. Marchal moved to confirm, approve, and adopt in part and modify in part Hearing Examiner Trout's recommendation, as set forth in the Report and Recommendation and as detailed above. Mr. Huston seconded the motion. Motion passed (Yes-7/No-0).

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

SO ORDERED.

R-2021-0549

After votes were taken in public session, the Board adopted the following Order in the Matter of Vanessa Castle, Reynoldsburg, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART & MODIFYING IN PART
REPORT & RECOMMENDATION OF HEARING EXAMINER**

(Case Number A-2020-0586)

In The Matter Of Vanessa Castle:

Vanessa Castle, Certified Pharmacy Technician.
6890 Woodview Ct., Apt. F, Reynoldsburg, Ohio 43068
(Suspended Registration No. 09-308640)

INTRODUCTION

A Summary Suspension/Notice of Opportunity for Hearing (Notice) was issued by the Board on September 4, 2020. The Matter of Vanessa Castle came for hearing before Hearing Examiner Megan Jewett on December 17, 2020 at which time Vanessa Castle was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was served upon the Respondent on or about February 23, 2021 and, without having received any written objections, the matter subsequently came for consideration by the Board on April 20, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits

numbered (1) through (12), the hearing transcript, and Hearing Examiner Jewett's Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby adopts Hearing Examiner Jewett's Findings of Fact (1) through (5), including those that specifically relate to the Board's Notice letter dated September 4, 2020, and modifies the Report and Recommendation to include the allegations, in their entirety, as set forth in the Notice letter.

The Board adopts Conclusions of Law (1), (2), (4) and (5) as set forth by Hearing Examiner Jewett and strikes Conclusion of Law (3) as set forth in the Report and Recommendation.

The Board adopts the Hearing Examiner's Recommendation with modification. Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts, with modification, the recommendation of the Hearing Examiner to remove the summary suspension and suspend indefinitely the pharmacy technician registration number 09-308640, held by Vanessa Castle, and such suspension is effective as of the mailing of this Order.

Vanessa Castle, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

Further, after two years from the effective date of this Order, the Board will consider any petition filed by Vanessa Castle for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the pharmacy technician registration if the following conditions have been met:

1. Vanessa Castle must maintain a current address with the Board throughout the duration of the suspension.
2. Vanessa Castle must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Vanessa Castle should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Vanessa Castle to

potential sanctions up to and including revocation of registration. The monitoring contract must provide that:

- a. Random, **observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl 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 Vanessa Castle in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. 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.
 - g. 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.
 - h. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Vanessa Castle 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 or a Board approved treatment monitor, the Board shall treat these results as a violation of the Board's Order and request Vanessa Castle reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Vanessa Castle shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Vanessa Castle reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Vanessa Castle must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Vanessa Castle to possible additional sanctions, including and up to revocation of license.
6. Vanessa Castle must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Vanessa Castle must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g. proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.); and
 - b. Compliance with the terms of this Order.
8. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
9. Violation of any term of suspension, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of Vanessa Castle's pharmacy intern license.
10. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state or federal law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
11. If Vanessa Castle's employment is related to the practice of pharmacy, Vanessa Castle must notify employer of the terms of Vanessa Castle's suspension and this Board's Order.
12. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, will

result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Vanessa Castle's pharmacy technician registration.

Mr. Wilt moved to confirm and approve the Report and Recommendation of Hearing Examiner Jewett with the modifications outlined above. Mr. Cox seconded the motion. Motion passed (Yes - 7/No - 0).

SO ORDERED.

R-2021-0550

After votes were taken in public session, the Board adopted the following Order in the Matter of **James Goodwin, Georgetown, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING
REPORT & RECOMMENDATION OF HEARING EXAMINER
(Case Numbers A-2019-0286; A-2020-0667)

IN THE MATTER OF:
James Godwin (Respondent)
203 Andrews Avenue
Georgetown, OH 45121
(Caregiver Registration No. 0010-0000-5010-6020-0028)

INTRODUCTION

In the Matter of: James Godwin. came for hearing before Hearing Examiner Shantae Decarlow on January 26, 2021, and for consideration by the State of Ohio Board of Pharmacy (Board) on April 20, 2021 before the following members of the Board: Jennifer M. Rudell, RPh, *Presiding*; Megan E. Marchal, RPh; Joshua M. Cox, RPh; Rich D. Miller, RPh; Shawn C. Wilt, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; and Jeff Huston, RPh.

Respondent appeared *pro se*. The State of Ohio was represented by Principal Assistant Attorney General Henry G. Appel.

BOARD REVIEW OF THE RECORD

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

- 1) Notice of Opportunity for Hearing for Case Nos. A-2020-0661; A-2020-0666; A-2019-0286; A-2020-0667
- 2) Proof of Service, Notice of Opportunity for Hearing for Case Nos. A-2020-0661; A-2020-0666; A-2019-0286; A-2020-0667
- 3) Request for Hearing
- 4) Acknowledgement of Hearing Request
- 5) Proof of Service, Acknowledgement of Hearing Request
- 6) Hearing Examiner Appointment Letter
- 7) Amended Notice of Hearing and Journal Entry, Dated January 2, 2021
- 8) Proof of Service, Amended Notice of Hearing and Journal Entry Dated January 2, 2021
- 9) Hearing Transcript
- 10) The following State of Ohio Exhibits admitted by the Hearing Examiner:
 - Exhibit 01a. Notice of Opportunity for Hearing Case Nos. A-2020-0661; A-2020-0666*
 - Exhibit 01b. Notice of Opportunity for Hearing Case Nos. A-2019-0286; A-2020-0667*
 - Exhibit 02. Request for Hearing*
 - Exhibit 03. Scheduling Order
 - Exhibit 04. Statement of Respondent - Dated May 7, 2019*
 - Exhibit 05. Statement of Respondent – October 15, 2020*
 - Exhibit 06. West Chester Police Department Report*
 - Exhibit 07. Affidavit of West Chester Police Report, Dated April 25, 2019
 - Exhibit 08. Georgetown Police Department Report*
 - Exhibit 09. Photographs

***Exhibits 01, 02, 04, 05, 06, and 08 were admitted under seal**

11) Report and Recommendation, Case Nos. A-2019-0286; A-2020-0667,
Dated March 22, 2021

12) Report and Recommendation Cover Letter

13) Report and Recommendation, Proof of Service

DECISION OF THE BOARD

After thorough review of the administrative record, including the stipulations of the parties, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Findings of Fact as detailed in the Report and Recommendation. The Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Conclusions of Law as detailed in the Report and Recommendation. Finally, the Board hereby confirms and approves in its entirety Hearing Examiner Decarlow's Recommendation and Recommended Order and hereby orders the suspension of Respondent's caregiver registration for a period of six month from the date of the Summary Suspension/Notice of Opportunity for Hearing dated October 14, 2020. The suspension of Respondent's caregiver registration shall be suspended until April 14, 2021, and reinstated effective April 15, 2021.

Finally, the Board Orders that State's Exhibits 01, 02, 04, 05, 06, and 08 be placed under seal.

Mr. Wilt moved to confirm and approve the Report and Recommendation of Hearing Examiner Decarlow; Ms. Buettner seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0551

After votes were taken in public session, the Board adopted the following Order in the Matter of **Michael Kruse, Lyndhurst, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of

**Michael Kruse
4999 S. Sedgewick Road**

:
:
:
:

Case No. A-2019-0447

Lyndhurst, OH 44124

: Pending Reg. No. 0050-8050-

: 8084-1603-9492

Respondent.

:

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Michael Kruse ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on July 20, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 3, 2020, via certified mail, return receipt requested. Respondent received the Notice on February 6, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0552

After votes were taken in public session, the Board adopted the following Order in the Matter of **Darnell Cox, Toledo, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0449
Darnell Cox	:	
542 Western Avenue	:	
Toledo, OH 43609	:	Pending Reg. No. 0010-
	:	5030-4045-0220-7039
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Darnell Cox ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on August 23, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 29, 2020, via certified mail, return receipt requested. Respondent received the Notice on February 3, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0553

After votes were taken in public session, the Board adopted the following Order in the Matter of **Robert Andrews, Cleveland, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of
Robert Andrews
3337 Berea Road
Cleveland, OH 44111

:
:
:
:
:

Case No. A-2019-0469
Pending Reg. No. 0050-

Respondent. : **3050-6093-4575-6802**
:

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Robert Andrews ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on May 16, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 3, 2020, via certified mail, return receipt requested. Respondent received the Notice on February 5, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0554

After votes were taken in public session, the Board adopted the following Order in the Matter of **Pryor Hall, Williamsburg, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0473
Pryor Hall	:	
1892 Greenbush-Cobb Road	:	
Williamsburg, OH 45176	:	Pending Reg. No. 0000-0000-
	:	5075-0732-6908
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Pryor Hall ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on September 24, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 3, 2020, via certified mail, return receipt requested. Respondent received the Notice on February 5, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0555

After votes were taken in public session, the Board adopted the following Order in the Matter of **Robert Harder, Cleveland, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0525
Robert Harder	:	
4205 Patton Road	:	
Cleveland, OH 44109	:	Pending Reg. No. 0090-

Respondent. : **7000-1086-8384-6219**
:

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Robert Harder ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on October 29, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 10, 2020, via certified mail, return receipt requested. Respondent received the Notice on February 13, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0556

After votes were taken in public session, the Board adopted the following Order in the Matter of **Tyree McQueen, Columbus, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0174
Tyree McQueen	:	
5093 Sullivan Avenue	:	
Columbus, OH 43228	:	Pending Reg. No. 0060-2040-
	:	8097-2636-2290
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Tyree McQueen ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on January 23, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent November 10, 2020, via certified mail, return receipt requested. Respondent received the Notice on November 14, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing

- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0557

After votes were taken in public session, the Board adopted the following Order in the Matter of **Cody Bulman, Columbus, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0370
Cody Bulman	:	
985 E. North Broadway Street	:	

Columbus, OH 43224 : **Application No. APP-000257223**

Respondent.

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Cody Bulman ("Respondent") submitted an application for licensure as a medical marijuana support employee ("Application") to the State of Ohio Board of Pharmacy on May 6, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Support Employee License ("Notice") to Respondent January 29, 2020, via certified mail, return receipt requested. On February 28, 2020, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code (ORC), the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to Respondent's address of record on March 5, 2020. It was not returned for failure of delivery. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. And pursuant to Am. Sub. H.B. 197 of the 133rd General Assembly, that deadline was tolled through July 30, 2020. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:6-4-03, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03(A) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.

2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:6-1-01(I).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0558

After votes were taken in public session, the Board adopted the following Order in the Matter of **Tiffany Ault, Marietta, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0384
Tiffany Ault	:	
412 Maple Street	:	
Marietta, OH 45750	:	Application No. APP-000277434
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Tiffany Ault ("Respondent") submitted an application for licensure as a medical marijuana support employee ("Application") to the State of Ohio Board of Pharmacy on June 29, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Support Employee License ("Notice") to Respondent January 8, 2020, via certified mail, return receipt requested. Respondent received the Notice on January 11, 2020. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the

Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:6-4-03, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03(A) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:6-1-01(I).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Joshua Cox, RPh seconded the motion. Motion passed (Yes- 7 /No- 0).

SO ORDERED.

R-2021-0559

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient R.G.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of

R.G.

Respondent.

Patient Registration No.[illegible]

Case No. A-2020-0381

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

R.G. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about June 1, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on April 22, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on April 27, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that

Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Pursuant to Ohio Adm.Code 3796:7-2-08(A)(2), the Board imposes a Reprimand regarding Respondent's Medical Marijuana Patient Registration No. [REDACTED].

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0560

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient S.C.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:

S.C.

[REDACTED]

Respondent.

Patient Registration No. [REDACTED]

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Case No. A-2020-0673

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

S.C. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about March 29, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on October 28, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on October 30, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's

mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Pursuant to Ohio Adm.Code 3796:7-2-08(A)(2), the Board imposes a Reprimand regarding Respondent's Medical Marijuana Patient Registration No. [REDACTED].

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0561

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient A.J.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:

A.J.

[REDACTED]

Respondent.

Patient Registration No.

[REDACTED]

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Case No. A-2019-0164

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

A.J. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about December 28, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on March 14, 2019, via certified mail, return receipt requested. On or about April 19, 2019, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code, the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to A.J.'s address of record on April 22, 2019. It was not returned for failure of delivery. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0562

After votes were taken in public session, the Board adopted the following Order in the Matter of **Jared Somerlot, Delaware, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:	:	
	:	Case No. A-2020-
0181		
Jared Somerlot	:	
132 Bricknell Way	:	
Delaware, OH 43015	:	
	:	License No. MME.05300743
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Jared Somerlot ("Respondent") was issued Medical Marijuana Support Employee License Number MME.05300743 by the State of Ohio Board of Pharmacy on February 6, 2020. The Board issued a Summary Suspension/Notice Opportunity ("Notice") to Respondent on March 4, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on March 14, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, after review of the State's Exhibits and pursuant to ORC 3976.14, Ohio Administrative Code 3796:6-4-03, and Ohio Administrative Code 3796:6-4-04 the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and Ohio Adm.Code 3796:6-1-01(K), the Board further finds the conduct to be of such an egregious nature that employment in a facility responsible for dispensing medical marijuana, and providing services that impact the public's health and safety, warrant a permanent revocation. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Support Employee License Number MME.05300743 is REVOKED.
2. With the exception of a medical marijuana patient/caregiver registration issued pursuant to Chapter 3796. of the Revised Code, Respondent may not apply or reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, as set for in OAC 4729:3-1-01(X).

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0563

After votes were taken in public session, the Board adopted the following Order in the Matter of **Melessia Hughes, Wapakoneta, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:	:	
	:	Case No. A-2020-0382
Melessia Hughes	:	
501 West Mechanic Street	:	
Wapakoneta, OH 45895	:	
	:	
Respondent.	:	

Caregiver Registration No. 0040-6020-9022-2725-5805

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Melessia Hughes ("Respondent") was issued Medical Marijuana Caregiver Registration No. 0040-6020-9022-2725-5805 by the State of Ohio Board of Pharmacy on or about April 5, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on May 7, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on May 9, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Caregiver Registration No. 0040-6020-9022-2725-5805 is suspended indefinitely. Respondent may not petition the Board for reinstatement of his caregiver registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0564

After votes were taken in public session, the Board adopted the following Order in the Matter of **Jermain Lyons, Toledo, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:	:	
	:	Case No. A-2020-0439
Jermain Lyons	:	
644 Underwood Avenue	:	
Toledo, OH 43607	:	
	:	
Respondent.	:	

Caregiver Registration No. 0040-2060-5033-2656-0230

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Jermain Lyons ("Respondent") was issued Medical Marijuana Caregiver Registration No. 0040-2060-5033-2656-0230 by the State of Ohio Board of Pharmacy on or about May 21, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on June 22, 2020, via certified mail, return receipt requested. Respondent was served

with the Notice on June 24, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Caregiver Registration No. 0040-2060-5033-2656-0230 is suspended indefinitely. Respondent may not petition the Board for reinstatement of his caregiver registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY**In the Matter of:**:
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:**Case No. A-2020-0472****A.S.**

[REDACTED]

Respondent.**Patient Registration No.**

[REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

A.S. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about October 11, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on July 9, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on July 22, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not repetition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0566

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient B.W.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:

B.W.

[REDACTED]

Respondent.

Patient Registration No. [REDACTED]

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Case No. A-2020-0529

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

B.W. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about June 24, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on July 15, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on July 17, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on

April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not repetition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0567

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient D.H.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY**In the Matter of:**:
:
:
:
:
:
:**Case No. A-2020-0541****D.H.**

[REDACTED]

Respondent.**Patient Registration No.**

[REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

D.H. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about November 15, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on July 29, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on August 13, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not repetition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0568

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient L.H.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:

L.H.

[REDACTED]

Respondent.

Patient Registration No.

[REDACTED]

:
:
:
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:
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:

Case No. A-2020-0558

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

L.H. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about August 21, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on August 3, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on August 31, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on

April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not repetition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0569

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient J.F.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of: :
: **Case No. A-2020-0730**
J.F. :
[REDACTED] :
: **Respondent.** :
Patient Registration No. [REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

J.F. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about June 9, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on November 6, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on November 23, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0570

After votes were taken in public session, the Board adopted the following Order in the Matter of **Jared Somerlot, Delaware, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:	:	
	:	Case No. A-2020-0181
Jared Somerlot	:	
132 Bricknell Way	:	
Delaware, OH 43015	:	
Respondent.	:	

Caregiver Registration No. 0050-2070-5066-5419-1356

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Jared Somerlot ("Respondent") was issued Medical Marijuana Caregiver Registration No. 0050-2070-5066-5419-1356 by the State of Ohio Board of Pharmacy on or about November 6, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on March 4, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on March 14, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Caregiver Registration No. 0050-2070-5066-5419-1356 is suspended indefinitely. Respondent may not petition the Board for reinstatement of his caregiver registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0571

After votes were taken in public session, the Board adopted the following Order in the Matter of **Rachele Gonzales, Fremont, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of:

:
:

Case No. A-2020-0380

Rachele Gonzales :
1428 Port Clinton Road :
Fremont, OH 43420 :
Respondent. : **License No. MME.05200378**
:

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Rachele Gonzales ("Respondent") was issued Medical Marijuana Key Employee License Number MME.05200378 by the State of Ohio Board of Pharmacy on February 4, 2020. The Board issued a Summary Suspension/Notice Opportunity ("Notice") to Respondent on April 22, 2020, via certified mail, return receipt requested. Respondent was served with the Notice on April 27, 2020. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on April 20, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, after review of the State's Exhibits and pursuant to ORC 3976.14, Ohio Administrative Code 3796:6-4-03, and Ohio Administrative Code 3796:6-4-04 the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and Ohio Adm.Code 3796:6-1-01(K), the Board further finds the conduct to be of such an egregious nature that employment in a facility responsible for dispensing medical marijuana, and providing services that impact the public's health and safety, warrant a permanent revocation. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Support Employee License Number MME.05200378 is REVOKED.
2. With the exception of a medical marijuana patient/caregiver registration issued pursuant to Chapter 3796. of the Revised Code, Respondent may not apply or reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, as set for in OAC 4729:3-1-01(X).

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Mr. Cox seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0572

Ms. Rudell announced the Matter of **Christopher Triggs, Euclid, Ohio** has been dismissed.

R-2021-0573

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

**IN THE MATTER OF:
CASE No. A-2019-0301
500-9253**

**Cortland Healthcare Center, Inc
License No. 02-1736950**

c/o Kathie Yoho
369 N. High Street
Cortland, Ohio 44410

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cortland Healthcare Center, Inc (Cortland Healthcare) for the purpose of resolving all issues between the parties relating

to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Cortland Healthcare are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Cortland Healthcare is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1736950.

FACTS

1. The Board initiated an investigation of Cortland Healthcare, Terminal Distributor of Dangerous Drugs license number 02-1736950, related to Cortland Healthcare's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Cortland Healthcare, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Cortland Healthcare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Cortland Healthcare agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Cortland Healthcare agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Cortland Healthcare agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Cortland Healthcare of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cortland Healthcare by the Board and will NOT discharge Cortland Healthcare from any obligation under the terms of this Agreement.
6. Cortland Healthcare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Cortland Healthcare understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cortland Healthcare will operate.
9. Cortland Healthcare waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0574

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

**IN THE MATTER OF:
CASE No. A-2019-0240
500-9253**

**Crawford Manor Healthcare Center
License No. 02-1736900
c/o Gregory Hall
1802 Crawford Road
Cleveland, Ohio 44106**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Crawford Manor Healthcare Center (Crawford Manor) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Crawford Manor are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Crawford Manor is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1736900.

FACTS

1. The Board initiated an investigation of Crawford Manor, Terminal Distributor of Dangerous Drugs license number 02-1736900, related to Crawford Manor's illegal purchases of medical oxygen while operating without a Board-issued license.

2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Crawford Manor, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Crawford Manor neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Crawford Manor agrees to pay to the Board a monetary penalty the amount of \$450.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Crawford Manor agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Crawford Manor 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 Crawford Manor 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 Crawford Manor by the Board and will NOT discharge Crawford Manor from any obligation under the terms of this Agreement.

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

R-2021-0575

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

**IN THE MATTER OF:
CASE No. A-2019-0276
500-9253**

**Astoria Health & Rehab Center
License No. 02-80000077
c/o Patricia Bowlin
300 Astoria Road
Germantown, Ohio 45327**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Astoria Health & Rehab Center (Astoria Health) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Astoria Health are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Astoria Health is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000077.

FACTS

1. The Board initiated an investigation of Astoria Health, Terminal Distributor of Dangerous Drugs license number 02-80000077, related to Astoria Health's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Astoria Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Astoria Health neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to

violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Astoria Health agrees to pay to the Board a monetary penalty the amount of \$4,800.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Astoria Health agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Astoria Health 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 Astoria Health 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 Astoria Health by the Board and will NOT discharge Astoria Health from any obligation under the terms of this Agreement.
6. Astoria Health agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Astoria Health understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Astoria Health will operate.
9. Astoria Health waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0576

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

**IN THE MATTER OF:
CASE No. A-2019-0332
500-9253**

**Bath Manor Special Care Center
License No. 02-1078600
c/o Kelly Meiser
2330 Smith Road
Bath, Ohio 44333**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Bath Manor Special Care Center (Bath Manor) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Bath Manor are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Bath Manor is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1078600.

FACTS

1. The Board initiated an investigation of Bath Manor, Terminal Distributor of Dangerous Drugs license number 02-1078600, related to Bath Manor's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Bath Manor, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Bath Manor neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bath Manor agrees to pay to the Board a monetary penalty the amount of \$900.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Bath Manor agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Bath Manor 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 Bath Manor 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 Bath Manor by the Board and will NOT discharge Bath Manor from any obligation under the terms of this Agreement.

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

R-2021-0577

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

**IN THE MATTER OF:
CASE No. A-2020-0110
I-2019-1361**

Dr. Michael J. Boyer, DPM
License No. 02-2701500

119 Broad Street
Wadsworth, OH 44281

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Dr. Michael J. Boyer, DPM for the purpose of resolving all issues between the parties relating to the Board investigation of an illegal purchase of a compounded dangerous drug while operating without a Board-issued license. Together, the Board and Dr. Michael J. Boyer, DPM are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Dr. Michael J. Boyer, DPM is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2701500.

FACTS

1. The Board initiated an investigation of Dr. Michael J. Boyer, DPM, Terminal Distributor of Dangerous Drugs license number 02-2701500, related to Dr. Michael J. Boyer, DPM's illegal purchase of a compounded dangerous drug while operating without a Board-issued license.
2. On or about February 26, 2021 the Board sent a Notice of Opportunity for Hearing to Dr. Michael J. Boyer, DPM, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Dr. Michael J. Boyer, DPM neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 26, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Dr. Michael J. Boyer, DPM agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Dr. Michael J. Boyer, DPM agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Dr. Michael J. Boyer, DPM 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. Michael J. Boyer, DPM 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. Michael J. Boyer, DPM by the Board and will NOT discharge Dr. Michael J. Boyer, DPM from any obligation under the terms of this Agreement.
6. Dr. Michael J. Boyer, DPM agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Dr. Michael J. Boyer, DPM understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Dr. Michael J. Boyer, DPM will operate.
9. Dr. Michael J. Boyer, DPM waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0578

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

**IN THE MATTER OF:
Case No. A-2020-0266
I-2020-0255**

**Emily Robinson
Registration No. 09-112838
1475 Edgewood Drive
Apartment C-1
Lima, OH 45805**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Emily Robinson for the purpose of resolving all issues between the parties relating to the Board investigation of working at Ridgeview Hospital, located at 17872 Lincoln Highway, Middle Point, Ohio,

without a valid registration as a pharmacy technician. Together, the Board and Emily Robinson are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Emily Robinson is a pharmacy technician trainee in the state of Ohio under registration number 09-112838.

FACTS

1. The Board initiated an investigation of Emily Robinson, pharmacy technician trainee registration number 09-112838, related to Emily Robinson's working as a pharmacy technician at Ridgeview Hospital without maintaining a valid registration as a pharmacy technician.
2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Emily Robinson which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Emily Robinson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Emily Robinson agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to your registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Emily Robinson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Emily Robinson understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Emily Robinson agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Emily Robinson waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

R-2021-0579

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

**IN THE MATTER OF:
CASE NO. A-2020-0321
501-1536**

**Medicina Medical, LLC
License No. 01-1943500**
c/o Miguel Semidey
6629 Engle Road, Ste. 106
Middleburg Heights, Ohio 44130

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Medicina Medical, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of sales of medical grade oxygen, a dangerous drug, while operating without a Board-issued license. Together, the Board and Medicina Medical, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Medicina Medical, LLC, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1943500, which lists Miguel Semidey, as the Responsible Person and owner.

FACTS

1. The Board initiated an investigation of Medicina Medical, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-1943500, related to Medicina Medical, LLC's illegal sales of medical grade oxygen, a dangerous drug, without obtaining a Board-issued license.
2. On or about July 24, 2020, the Board sent a Notice of Opportunity for Hearing to Medicina Medical, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about November 16, 2020, Medicina Medical, LLC, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for March 2, 2021.
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. Medicina Medical, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; however, the Board has evidence sufficient to sustain the allegations, finds them to

violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Medicina Medical, LLC agrees to pay to the Board a monetary penalty in the amount of \$6,400.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Medicina Medical, LLC's WDDD License, No. 01-1943500, is subject to a two-year probationary period effective the date of this Agreement.
5. Medicina Medical, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Medicina Medical, LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Medicina Medical, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Medicina Medical, LLC by the Board and will NOT discharge Medicina Medical, LLC from any obligation under the terms of this Agreement.
7. Medicina Medical, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Medicina Medical, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Medicina Medical, LLC will operate.
10. Medicina Medical, LLC explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.

11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 14. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0580

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

**IN THE MATTER OF:
CASE No. A-2018-0090
500-9253**

**Urbana Health and Rehabilitation
License No. 02-2681850
c/o Chris Jones
741 East Water Street
Urbana, Ohio 43078**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Urbana Health and Rehabilitation (Urbana HR) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Urbana HR are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Urbana HR is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2681850.

FACTS

1. The Board initiated an investigation of Urbana HR, Terminal Distributor of Dangerous Drugs license number 02-2681850, related to Urbana HR's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 17, 2021 the Board sent a Notice of Opportunity for Hearing to Urbana HR, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Urbana HR neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Urbana HR agrees to pay to the Board a monetary penalty the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Urbana HR agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Urbana HR 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 Urbana HR 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 Urbana HR by the Board and will NOT discharge Urbana HR from any obligation under the terms of this Agreement.
6. Urbana HR agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Urbana HR understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Urbana HR will operate.

9. Urbana HR waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0581

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

**IN THE MATTER OF:
CASE No. A-2020-0623**

The Christ Hospital Mohs Surgery Center
License No. 02-60000990
c/o Dr. Jennifer Cafardi, MD
4440 Red Bank Expressway, Suite 220
Cincinnati, OH 45227

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and The Christ Hospital Mohs Surgery Center, for the purpose of resolving all issues between the parties relating to the Board investigation of the illegal transfer of dangerous drugs. Together, the Board and The Christ Hospital Mohs Surgery Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. The The Christ Hospital Mohs Surgery Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-60000990.

FACTS

1. On or about May 19, 2020, the Board initiated an investigation of The Christ Hospital Mohs Surgery Center, Terminal Distributor of Dangerous Drugs license number 02-60000990.
2. On or about **November 19, 2020**, the Board sent a Notice of Opportunity for Hearing to The Christ Hospital Mohs Surgery Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. The Christ Hospital Mohs Surgery Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 19, 2020; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Christ Hospital Mohs Surgery Center agrees to pay to the Board a monetary penalty in the amount of \$4,250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. The Christ Hospital Mohs Surgery Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. The Christ Hospital Mohs Surgery Center 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 The Christ Hospital Mohs Surgery Center 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 The Christ Hospital Mohs Surgery Center by the Board and will NOT discharge The Christ Hospital Mohs Surgery Center from any obligation under the terms of this Agreement.
6. The Christ Hospital Mohs Surgery Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. The Christ Hospital Mohs Surgery Center understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom The Christ Hospital Mohs Surgery Center will operate.
9. The Christ Hospital Mohs Surgery Center waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0582

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

**IN THE MATTER OF:
CASE No. A-2020-0622**

The Christ Hospital Dermatology
License No. 02-2621700
c/o Dr. Debra Anderson, MD
4460 Red Bank Expressway, Suite 130
Cincinnati, OH 45227

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and The Christ Hospital Dermatology, for the purpose of resolving all issues between the parties relating to the Board investigation of the illegal transfer of dangerous drugs. Together, the Board and The Christ Hospital Dermatology are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. The The Christ Hospital Dermatology is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2621700.

FACTS

1. On or about May 19, 2020, the Board initiated an investigation of The Christ Hospital Dermatology, Terminal Distributor of Dangerous Drugs license number 02-2621700.

2. On or about **November 19, 2020**, the Board sent a Notice of Opportunity for Hearing to The Christ Hospital Dermatology, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. The Christ Hospital Dermatology neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated **November 19, 2020**; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Christ Hospital Dermatology agrees to pay to the Board a monetary penalty in the amount of \$2,125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Christ Hospital Dermatology agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. The Christ Hospital Dermatology 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 The Christ Hospital Dermatology 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 The Christ Hospital Dermatology by the Board and will NOT discharge The Christ Hospital Dermatology from any obligation under the terms of this Agreement.

6. The Christ Hospital Dermatology agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. The Christ Hospital Dermatology understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom The Christ Hospital Dermatology will operate.
9. The Christ Hospital Dermatology waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0583

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

**IN THE MATTER OF:
CASE No. A-2020-0405**

Jungle Jim's Pharmacy
License No. 02-1513150
c/o Amandeep Sharma
5484 Dixie Highway

Fairfield, OH 45014

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Jungle Jim's Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of Vivitrol, a dangerous drug, from two unlicensed entities, Dr. Aziz Pharmacy and Go Beyond Medicine. Together, the Board and Jungle Jim's Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Jungle Jim's Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1513150.

FACTS

1. The Board initiated an investigation of Jungle Jim's Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1513150, related to Jungle Jim's Pharmacy's illegal purchases of Vivitrol, a dangerous drug, from two unlicensed entities, Dr. Aziz Pharmacy and Go Beyond Medicine.
2. On or about February 24, 2021 the Board sent a Notice of Opportunity for Hearing to Jungle Jim's Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Jungle Jim's Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 24, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Jungle Jim's Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
4. Jungle Jim's Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Jungle Jim's 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 Jungle Jim's 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 Jungle Jim's Pharmacy by the Board and will NOT discharge Jungle Jim's Pharmacy from any obligation under the terms of this Agreement.
6. Jungle Jim's Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Jungle Jim's Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Jungle Jim's Pharmacy will operate.
9. Jungle Jim's Pharmacy waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0584

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

**IN THE MATTER OF:
CASE No. A-2020-0292
500-9253**

**Sanctuary at Tuttle Crossing
License No. 02-2300100
c/o Diana Nelson
4880 Tuttle Road
Dublin, Ohio 43017**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Sanctuary at Tuttle Crossing for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued

license. Together, the Board and Sanctuary at Tuttle Crossing are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Sanctuary at Tuttle Crossing is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2300100.

FACTS

1. The Board initiated an investigation of Sanctuary at Tuttle Crossing, Terminal Distributor of Dangerous Drugs license number 02-2300100, related to Sanctuary at Tuttle Crossing’s illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 17, 2021 the Board sent a Notice of Opportunity for Hearing to Sanctuary at Tuttle Crossing, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Sanctuary at Tuttle Crossing neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Sanctuary at Tuttle Crossing agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Sanctuary at Tuttle Crossing agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Sanctuary at Tuttle Crossing 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 Sanctuary at Tuttle Crossing 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 Sanctuary at Tuttle Crossing by the Board and will NOT discharge Sanctuary at Tuttle Crossing from any obligation under the terms of this Agreement.
6. Sanctuary at Tuttle Crossing agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Sanctuary at Tuttle Crossing understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Sanctuary at Tuttle Crossing will operate.
9. Sanctuary at Tuttle Crossing waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0585

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

**IN THE MATTER OF:
CASE No. A-2019-0412
501-1256**

Walnut Hills Retirement Community
License No. 02-2298550
c/o Robert Aneshanel
4748 Olde Pump Street
Walnut Creek, Ohio 44687

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Walnut Hills Retirement Community (Walnut Hills) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical grade oxygen while operating without a Board-issued license. Together, the Board and Walnut Hills are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Walnut Hills is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2298550.

FACTS

1. The Board initiated an investigation of Walnut Hills, Terminal Distributor of Dangerous Drugs license number 02-2298550, related to Walnut Hills' illegal purchases of medical grade oxygen while operating without a Board-issued license.
2. On or about February 23, 2021 the Board sent a Notice of Opportunity for Hearing to Walnut Hills, which outlined the allegations and provided notice

of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Walnut Hills neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Walnut Hills agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Walnut Hills agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Walnut Hills 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 Walnut Hills 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 Walnut Hills by the Board and will NOT discharge Walnut Hills from any obligation under the terms of this Agreement.
6. Walnut Hills agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Walnut Hills understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Walnut Hills will operate.
9. Walnut Hills waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0586

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

**IN THE MATTER OF:
Case No. A-2020-0268
I-2020-0254**

**Paul Svabik, RPh
License No. 03-315865
1098 Shawnee Drive
Van Wert, Ohio 45891**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Paul Svabik, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee

performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Paul Svabik are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Paul Svabik is a licensed pharmacist in the state of Ohio under license number 03-315865.
3. Paul Svabik is the Responsible Person of Ridgeview Hospital, located at 17872 Lincoln Highway, Middle Point, Ohio.

FACTS

1. The Board initiated an investigation of Paul Svabik, pharmacist license number 03-315865, and Ridgeview Hospital, related to an employee of Ridgeview Hospital performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about February 18, 2021, the Board sent a Notice of Opportunity for Hearing to Paul Svabik, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Paul Svabik neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Paul Svabik agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Paul Svabik's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Paul Svabik agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Paul Svabik understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Paul Svabik agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Paul Svabik explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0587

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

**IN THE MATTER OF:
CASE No. A-2020-0770
I-2020-0282**

**Dentistry for You
License No. 02-2563800**

c/o Dr. Laura Schleucher
136 N. Enterprise St.
Celina, Ohio 45822

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Dentistry for You for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Dentistry for You are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Dentistry for You is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2563800.

FACTS

1. The Board initiated an investigation of Dentistry for You, Terminal Distributor of Dangerous Drugs license number 02-2563800, related to Dentistry for You's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to Dentistry for You, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

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

2. Dentistry for You neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Dentistry for You agrees to pay to the Board a monetary penalty the amount of \$2,250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Dentistry for You agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Dentistry for You 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 Dentistry for You 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 Dentistry for You by the Board and will NOT discharge Dentistry for You from any obligation under the terms of this Agreement.
6. Dentistry for You agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Dentistry for You understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Dentistry for You will operate.
9. Dentistry for You waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0588

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

**IN THE MATTER OF:
CASE No. A-2020-0771
I-2020-0282**

**Woodland Hills Pharmacy
License No. 02-2341900
c/o Steven A. Levin, RPh
20631 Ventura Blvd., STE. 305
Woodland Hills, CA 91364**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Woodland Hills Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Woodland Hills Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Woodland Hills Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2341900.

FACTS

1. The Board initiated an investigation of Woodland Hills Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2341900, related to Woodland Hills Pharmacy's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to Woodland Hills Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Woodland Hills Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Woodland Hills Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Woodland Hills Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Woodland Hills 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 Woodland Hills 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 Woodland Hills Pharmacy by the Board and will NOT discharge Woodland Hills Pharmacy from any obligation under the terms of this Agreement.

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

R-2021-0589

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

**IN THE MATTER OF:
Case No. A-2020-0448
501-2765**

**Angel Maxon
Registration No. 09-314645
555 N. 15th Street
Sebring, Ohio 44672**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Angel Maxon for the purpose of resolving all issues between the parties relating to the Board investigation of working without obtaining and/or maintaining Board-issued registration as a pharmacy technician. Together, the Board and Angel Maxon are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Angel Maxon is a certified pharmacy technician in the state of Ohio under registration number 09-314645.

FACTS

1. The Board initiated an investigation of Angel Maxon, certified pharmacy technician registration number 09-314645, related to Angel Maxon's working without obtaining and/or maintaining Board-issued registration as a pharmacy technician.
2. On or about March 1, 2021 the Board sent a Notice of Opportunity for Hearing to Angel Maxon which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Angel Maxon neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 1, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Angel Maxon agrees to pay to the OSBP the amount of amount of \$125.00 This fine will be attached to your registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Angel Maxon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Angel Maxon understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Angel Maxon agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Angel Maxon waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0590

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

**IN THE MATTER OF:
CASE NO. A-2020-0516
501-1727**

**Thomas Gas Service, Inc.
License No. 01-0793600**
c/o Jamey Adams
61 Enterprise Place
Chillicothe, OH 45601

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Thomas Gas Service, Inc., (Thomas Gas) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity. Together, the Board and Thomas Gas are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Thomas Gas is a licensed Wholesaler Distributor of Dangerous Drugs, License No. 01-0793600, which lists Jamey Adams, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Thomas Gas Wholesaler Distributor of Dangerous Drugs License No. 01-0793600, related to Thomas Gas' illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity.
2. On or about March 10, 2021, the Board sent a Notice of Opportunity for Hearing to Thomas Gas which outlined the allegations and provided notice

of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Thomas Gas neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Thomas Gas agrees to pay to the Board a monetary penalty in the amount of \$75.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Thomas Gas agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Thomas Gas agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Thomas Gas 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 Thomas Gas by the Board and will NOT discharge Thomas Gas from any obligation under the terms of this Agreement.

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

R-2021-0591

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

**IN THE MATTER OF:
CASE No. A-2020-0076
500-9253**

**The Elisabeth Severance Prentiss Center
License No. 02-2294650
c/o Samantha Willis
3525 Scranton Road
Cleveland, Ohio 44109**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and The Elisabeth Severance Prentiss Center (Elisabeth Center) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Elisabeth Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Elisabeth Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2294650.

FACTS

1. The Board initiated an investigation of Elisabeth Center, Terminal Distributor of Dangerous Drugs license number 02-2294650, related to Elisabeth Center's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 17, 2021 the Board sent a Notice of Opportunity for Hearing to Elisabeth Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Elisabeth Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Elisabeth Center agrees to pay to the Board a monetary penalty the amount of \$300.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Elisabeth Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Elisabeth Center 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 Elisabeth Center 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 Elisabeth Center by the Board and will NOT discharge Elisabeth Center from any obligation under the terms of this Agreement.
6. Elisabeth Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Elisabeth Center understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Elisabeth Center will operate.
9. Elisabeth Center waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0592

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

**IN THE MATTER OF:
CASE NO. A-2020-0109
I-2020-0021**

**US Compounding, Inc.
License No. 01-2472000**
c/o Eddie W. Glover, RPh
1270 Dons Lane
Conway, AR 72032

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and US Compounding, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of an illegal sale of compounded dangerous drugs to an unlicensed entity.

Together, the Board and US Compounding, Inc are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. US Compounding, Inc, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2472000, which lists Eddie W. Glover, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of US Compounding, Inc, Wholesaler Distributor of Dangerous Drugs License No. 01-2472000, related to US Compounding, Inc's illegal sale of a compounded dangerous drug to an unlicensed entity.
2. On or about February 26, 2021, the Board sent a Notice of Opportunity for Hearing to US Compounding, Inc, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. US Compounding, Inc neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 26, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. US Compounding, Inc agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To

pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. US Compounding, Inc agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. US Compounding, Inc agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by US Compounding, 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 US Compounding, Inc by the Board and will NOT discharge US Compounding, Inc from any obligation under the terms of this Agreement.
6. US Compounding, Inc agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. US Compounding, Inc understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom US Compounding, Inc will operate.
9. US Compounding, Inc waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0593

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

**IN THE MATTER OF:
CASE NO. A-2021-0036**

**Kelly Adkins
SURRENDERED Registration No. 09-116091
903 Smith St.
Galion, OH 44833**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Respondent, for the purpose of resolving all issues between the parties relating to the theft of dangerous drugs. Together, the Board and Respondent are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.90 of the Ohio Revised Code to perform the duties of a Pharmacy Technician Trainee in the state of Ohio.
2. Respondent is an Ohio-registered registered pharmacy technician under suspended registration number 09-116091.

FACTS

1. The Board initiated an investigation of Respondent, Pharmacy Technician Trainee registration number 09-116091, related to Respondent's theft of dangerous drugs.

2. On or about February 8, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Respondent, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings. Any criminal proceedings resulting from this investigation are not affected by this Agreement.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Respondent neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated February 8, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. **RESPONDENT VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A Pharmacy Technician Trainee, REGISTRATION NO. 09-116091, WITH DISCIPLINE PENDING.**
4. **Respondent may never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, unless Respondent provides a Certificate of Qualification Employment (CQE) for Board consideration and review.**
5. Respondent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Respondent understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Respondent agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license or registration.

8. Respondent expressly declines and waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0594

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

**IN THE MATTER OF:
CASE No. A-2019-0127
500-9622**

**Wooster Animal Clinic
License No. 02-1262250**
c/o Dr. Gregory L. Cantrell, DVM
3050 E Lincoln Way
Wooster, OH 44691

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Wooster Animal Clinic for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, from an unlicensed entity. Together, the Board and Wooster Animal Clinic are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Wooster Animal Clinic is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1262250.

FACTS

1. The Board initiated an investigation of Wooster Animal Clinic, Terminal Distributor of Dangerous Drugs license number 02-1262250, related to Wooster Animal Clinic's illegal purchases of dangerous drugs, including controlled substances, from an unlicensed entity.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to Wooster Animal Clinic, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Wooster Animal Clinic neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Wooster Animal Clinic agrees to pay to the Board a monetary penalty the amount of \$2,000. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Wooster Animal Clinic agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or

jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

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

R-2021-0595

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

**IN THE MATTER OF:
CASE No. A-2020-0193
I-2019-1418**

**Genoa Healthcare, LLC
License No. 02-2212100**
c/o Krystina Hepler, RPh
726 Wick Avenue
Youngstown, Ohio 44505

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Genoa Healthcare, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity. Together, the Board and Genoa Healthcare, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Genoa Healthcare, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2212100.

FACTS

1. The Board initiated an investigation of Genoa Healthcare, LLC, Terminal Distributor of Dangerous Drugs license number 02-2212100, related to Genoa Healthcare, LLC's illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity.
2. On or about February 23, 2021 the Board sent a Notice of Opportunity for Hearing to Genoa Healthcare, LLC, which outlined the allegations and

provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Genoa Healthcare, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Genoa Healthcare, LLC agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Genoa Healthcare, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Genoa Healthcare, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Genoa Healthcare, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Genoa Healthcare, LLC by the Board and will NOT discharge Genoa Healthcare, LLC from any obligation under the terms of this Agreement.

6. Genoa Healthcare, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Genoa Healthcare, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Genoa Healthcare, LLC will operate.
9. Genoa Healthcare, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0596

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

**IN THE MATTER OF:
CASE NO. A-2020-0525
I-2020-0980**

**Komtur Pharmaceuticals, LP
License No. 01-2204900
c/o Joshua Young
202 Tower Drive
Edgewater, NJ 07020**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Komtur Pharmaceuticals, LP for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs while operating without a Board-issued license. Together, the Board and MD Buying Group, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Komtur Pharmaceuticals, LP, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2204900, which lists Joshua Young, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Komtur Pharmaceuticals, LP, Wholesaler Distributor of Dangerous Drugs License No. 01-2204900, related to Komtur Pharmaceuticals, LP's illegal sales of dangerous drugs without obtaining a Board-issued license.
2. On or about March 10, 2021, the Board sent a Notice of Opportunity for Hearing to Komtur Pharmaceuticals, LP, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Komtur Pharmaceuticals, LP neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Komtur Pharmaceuticals, LP agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Komtur Pharmaceuticals, LP agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Komtur Pharmaceuticals, LP agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Komtur Pharmaceuticals, LP 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 Komtur Pharmaceuticals, LP by the Board and will NOT discharge Komtur Pharmaceuticals, LP from any obligation under the terms of this Agreement.
6. Komtur Pharmaceuticals, LP agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Komtur Pharmaceuticals, LP understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Komtur Pharmaceuticals, LP will operate.
9. Komtur Pharmaceuticals, LP waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0597

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

**IN THE MATTER OF:
CASE No. A-2019-0239
500-9253**

**Canton Christian Home
License No. 02-2286100**
c/o Bonnie Lepley
2550 Cleveland Avenue NW
Canton, Ohio 44709

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Canton Christian Home for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued

license. Together, the Board and Canton Christian Home are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Canton Christian Home is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2286100.

FACTS

1. The Board initiated an investigation of Canton Christian Home, Terminal Distributor of Dangerous Drugs license number 02-2286100, related to Canton Christian Home’s illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about February 18, 2021 the Board sent a Notice of Opportunity for Hearing to Canton Christian Home, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Canton Christian Home neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio’s pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Canton Christian Home agrees to pay to the Board a monetary penalty the amount of \$1,200.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Canton Christian Home agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Canton Christian Home 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 Canton Christian Home 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 Canton Christian Home by the Board and will NOT discharge Canton Christian Home from any obligation under the terms of this Agreement.
6. Canton Christian Home agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Canton Christian Home understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Canton Christian Home will operate.
9. Canton Christian Home waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0598

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

**IN THE MATTER OF:
CASE No. A-2020-0706**

MOBO Medical Spa, LLC
License No. 02-2829450
c/o Dr. Laurianne Scott
135 N. Ewing St #205
Lancaster, Ohio 43130

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and MOB Medical Spa, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of controlled substances while operating without a Board-issued Category III TDDD license. Together, the Board and MOBO Medical Spa, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. MOBO Medical Spa, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2829450.

FACTS

1. The Board initiated an investigation of MOBO Medical Spa, LLC, Terminal Distributor of Dangerous Drugs license number 02-2829450, related to MOBO Medical Spa, LLC illegal purchases of controlled substances while operating without a Board-issued Category III TDDD license.

2. On or about March 2, 2021 the Board sent a Notice of Opportunity for Hearing to MOBO Medical Spa, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. MOBO Medical Spa, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 2, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. MOBO Medical Spa, LLC agrees to pay to the Board a monetary penalty the amount of \$1,000.00 This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. MOBO Medical Spa, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. MOBO Medical Spa, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by MOBO Medical Spa, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to MOBO Medical Spa, LLC by the Board and will NOT discharge MOBO Medical Spa, LLC from any obligation under the terms of this Agreement.

6. MOBO Medical Spa, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. MOBO Medical Spa, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom MOBO Medical Spa, LLC will operate.
9. MOBO Medical Spa, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0599

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

**N THE MATTER OF:
CASE No. A-2020-0478
I-2020-0802**

**Rocky River Healthcare of Westpark
License No. 02-80000185
c/o Lindsay Patyak
4650 Rocky River Drive
Cleveland, OH 44135**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Rocky River Healthcare of Westpark (Rocky River Healthcare) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen, a dangerous drug, while operating without a Board-issued license. Together, the Board and Rocky River Healthcare are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Rocky River Healthcare is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000185.

FACTS

1. The Board initiated an investigation of Rocky River Healthcare, Terminal Distributor of Dangerous Drugs license number 02-80000185, related to Rocky River Healthcare's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about March 10, 2021 the Board sent a Notice of Opportunity for Hearing to Rocky River Healthcare, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Rocky River Healthcare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Rocky River Healthcare agrees to pay to the Board a monetary penalty the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Rocky River Healthcare agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Rocky River Healthcare agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Rocky River Healthcare of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Rocky River by the Board and will NOT discharge Rocky River Healthcare from any obligation under the terms of this Agreement.
6. Rocky River Healthcare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Rocky River Healthcare understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Rocky River Healthcare will operate.
9. Rocky River Healthcare waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

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

R-2021-0600

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

**IN THE MATTER OF:
CASE No. A-2020-0113
I-2019-1557-A**

**Crago Veterinary Centre
License No. 02-2649900**
c/o Jennifer Smith, DVM
6712 Market Street
Boardman, OH 44512

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Crago Veterinary Centre for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs and controlled substances while operating without a Board-issued license. Together, the Board and Crago Veterinary Centre are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Crago Veterinary Centre is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2649900.

FACTS

1. The Board initiated an investigation of Crago Veterinary Centre, Terminal Distributor of Dangerous Drugs license number 02-2649900, related to Crago Veterinary Centre's purchase of dangerous drugs and controlled substances while operating without a Board-issued license.
2. On or about March 3, 2021 the Board sent a Notice of Opportunity for Hearing to Crago Veterinary Centre, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Crago Veterinary Centre neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 3, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Crago Veterinary Centre agrees to pay to the Board a monetary penalty the amount of \$750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Crago Veterinary Centre agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Crago Veterinary Centre 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 Crago Veterinary Centre 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 Crago Veterinary Centre by the Board and will NOT discharge Crago Veterinary Centre from any obligation under the terms of this Agreement.

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

R-2021-0601

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

**IN THE MATTER OF:
Case No. A-2020-0310**

Alison Dickess
Registration No. 09-212764
414 Jeannine Street
Ironton, Ohio 45638

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Alison Dickess for the purpose of resolving all issues between the parties relating to the Board investigation of working at Walgreens Pharmacy #17595, located at 715 Park Avenue, Ironton, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Alison Dickess are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Alison Dickess is a registered pharmacy technician in the State of Ohio under registration number 09-212764, which was issued on or about January 21, 2020. She previously held a pharmacy technician trainee registration, number 09-106754 from on or about January 2, 2019, to on or about January 2, 2020.

FACTS

1. The Board initiated an investigation of Alison Dickess, registered pharmacy technician registration number 09-212764, related to her working as a pharmacy technician at Walgreens Pharmacy #17595 without maintaining a valid registration as a pharmacy technician.
2. On or about March 17, 2021 the Board sent a Notice of Opportunity for Hearing to Alison Dickess which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Alison Dickess neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Alison Dickess agrees to pay to the Board the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Alison Dickess agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Alison Dickess understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Alison Dickess agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Alison Dickess waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0602

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

**IN THE MATTER OF:
CASE NO. A-2020-0479
I-2020-0806**

**Accurate Healthcare
License No. 01-2652400**
c/o James Hobbs
4681 Interstate Drive
Cincinnati, OH 45246

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Accurate Healthcare, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen to an unlicensed entity. Together, the Board and Accurate Healthcare are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Accurate Healthcare is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2652400, which lists James Hobbs, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Accurate Healthcare, Wholesaler Distributor of Dangerous Drugs License No. 01-2652400, related to Accurate Healthcare's illegal sales of medical grade oxygen to an unlicensed entity.
2. On or about March 10, 2021, the Board sent a Notice of Opportunity for Hearing to Accurate Healthcare, which outlined the allegations and provided

notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Accurate Healthcare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Accurate Healthcare agrees to pay to the Board a monetary penalty in the amount of \$1,250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Accurate Healthcare agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Accurate Healthcare agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Accurate Healthcare of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Accurate Healthcare by the Board and will NOT discharge Accurate Healthcare from any obligation under the terms of this Agreement.

6. Accurate Healthcare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Accurate Healthcare understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Accurate Healthcare will operate.
9. Accurate Healthcare waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0603

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

**IN THE MATTER OF:
CASE No. A-2020-0526
I-2020-1052**

**American Regent Inc.
License No. 02-72000032
c/o Gopal Anyarambhatla
6610 New Albany Road East
New Albany, Ohio 43054**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and American Regent Inc. (American Regent) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and American Regent are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. American Regent is a licensed Terminal Distributor of Dangerous Drugs under license number 02-72000032.

FACTS

1. The Board initiated an investigation of American Regent, Terminal Distributor of Dangerous Drugs license number 02-72000032, related to American Regent's illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 10, 2021 the Board sent a Notice of Opportunity for Hearing to American Regent, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. American Regent neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. American Regent agrees to pay to the Board a monetary penalty the amount of \$125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. American Regent agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. American Regent 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 American Regent 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 American Regent by the Board and will NOT discharge American Regent from any obligation under the terms of this Agreement.
6. American Regent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. American Regent understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom American Regent will operate.
9. American Regent waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0604

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

**IN THE MATTER OF:
Case No. A-2021-0016**

Jessica N. Evans
License No. 09-109695
47 W. Heights
Youngstown, OH 44509

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Jessica N. Evans, for the purpose of resolving all issues between the parties relating to the theft of controlled substances. Together, the Board and Jessica N. Evans are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Jessica N. Evans is an Ohio-registered pharmacy technician trainee under suspended registration number 09-109695.

FACTS

1. The Board initiated an investigation of Jessica N. Evans, pharmacy technician trainee, registration number 09-109695, related to Jessica N. Evans's theft of controlled substances.
2. On or about January 13, 2021, the Board sent a Summary Suspension/Proposal to Deny Application for Registered Pharmacy Technician/Notice of Opportunity for Hearing to Jessica N. Evans, 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 WHEREFORE, in consideration of the mutual promises wherein expressed, the parties knowingly and voluntarily agree as follows:

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Jessica N. Evans neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 13, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. **JESSICA N. EVANS PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-109695, WITH DISCIPLINE PENDING.**

4. **Jessica N. Evans may never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.**
5. **Jessica N. Evans agrees to withdraw her pending application to be a Registered Pharmacy Technician with the Board, application number APP-000387512, with discipline pending.**
6. Jessica N. Evans agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Jessica N. Evans understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Jessica N. Evans agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Jessica N. Evans waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0605

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

**IN THE MATTER OF:
CASE NO. A-2020-0515
501-1727**

Zoetis US, LLC
License No. 01-2664650
c/o Marc Levine
10 Sylvan Way
Parsippany, NJ 07054

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Zoetis US, LLC, (Zoetis) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Zoetis are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Zoetis is a licensed Wholesaler Distributor of Dangerous Drugs, License No. 01-2664650, which lists Marc Levine, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Zoetis Wholesaler Distributor of Dangerous Drugs License No. 01-2664650, related to Zoetis' illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 5, 2021, the Board sent a Notice of Opportunity for Hearing to Zoetis, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Zoetis neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Zoetis agrees to pay to the Board a monetary penalty in the amount of \$50.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Zoetis agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Zoetis agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Zoetis 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 Zoetis by the Board and will NOT discharge Zoetis from any obligation under the terms of this Agreement.
6. Zoetis agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Zoetis understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Zoetis will operate.

9. Zoetis waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0606

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

**IN THE MATTER OF:
CASE NO. A-2020-0463
I-2020-0573**

Zoetis US, LLC
License No. 01-2664650
c/o Marc Levine
10 Sylvan Way
Parsippany, NJ 07054

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Zoetis US, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Zoetis US, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Zoetis US, LLC is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2664650, which lists Marc Levine, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Zoetis US, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-2664650, related to Zoetis US, LLC's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 10, 2021, the Board sent a Notice of Opportunity for Hearing to Zoetis US, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Zoetis US, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Zoetis US, LLC agrees to pay to the Board a monetary penalty in the amount of \$625.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Zoetis US, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it

currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Zoetis US, LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Zoetis US, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Zoetis US, LLC by the Board and will NOT discharge Zoetis US, LLC from any obligation under the terms of this Agreement.
 6. Zoetis US, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Zoetis US, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Zoetis US, LLC will operate.
 9. Zoetis US, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0607

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

**IN THE MATTER OF:
CASE NO. A-2020-0513
501-1727**

Penn Veterinary Supply, Inc.
License No. 01-2317600
c/o Diane Evanoskydes
53 Industrial Circle
Lancaster, PA 17601

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Penn Veterinary Supply, Inc., (Penn Vet) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity. Together, the Board and Penn Vet are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Penn Vet is a licensed Wholesaler Distributor of Dangerous Drugs, License No. 01-2317600, which lists Diane Evanoskydes, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Penn Vet Wholesaler Distributor of Dangerous Drugs License No. 01-2317600, related to Penn Vet's illegal sales of dangerous drugs, including controlled substances, to an unlicensed entity.
2. On or about March 5, 2021, the Board sent a Notice of Opportunity for Hearing to Penn Vet which outlined the allegations and provided notice of

its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Penn Vet neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Penn Vet agrees to pay to the Board a monetary penalty in the amount of \$1,875.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Penn Vet agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Penn Vet agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Penn Vet of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Penn Vet by the Board and will NOT discharge Penn Vet from any obligation under the terms of this Agreement.
6. Penn Vet agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Penn Vet understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Penn Vet will operate.
9. Penn Vet waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0608

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

**IN THE MATTER OF:
Case No. A-2019-0504**

**Genoa Healthcare, LLC
License No. 02-1627650**
c/o Erika Chapman, RPh
3095 Kettering Boulevard
Moraine, Ohio 45439

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Genoa Healthcare, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Genoa Healthcare, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Genoa Healthcare, LLC has an active TDDD license with the Board under license number 02-1627650, which lists Erika Chapman, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Genoa Healthcare, LLC, TDDD license number 02-1627650, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about March 11, 2021, the Board sent a Notice of Opportunity for Hearing to Genoa Healthcare, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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. Genoa Healthcare, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 11, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to

violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Genoa Healthcare, LLC agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to Genoa Healthcare, LLC's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Genoa Healthcare, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Genoa Healthcare, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Genoa Healthcare, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Genoa Healthcare, LLC by the Board and will NOT discharge Genoa Healthcare, LLC from any obligation under the terms of this Agreement.
6. Genoa Healthcare, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Genoa Healthcare, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Genoa Healthcare, LLC will operate.
9. Genoa Healthcare, LLC waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0609

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

**IN THE MATTER OF:
Case No. A-2019-0505**

**Erika Chapman, RPh
License No. 03-226556**
635 Cushing Avenue
Dayton, Ohio 45429

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Erika Chapman, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Erika Chapman are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Erika Chapman is a licensed pharmacist in the state of Ohio under license number 03-226556.

3. Erika Chapman is the Responsible Person of Genoa Healthcare, LLC, located at 3095 Kettering Boulevard, Moraine, Ohio.

FACTS

1. The Board initiated an investigation of Erika Chapman, pharmacist license number 03-226556, and Genoa Healthcare, LLC, related to an employee of Genoa Healthcare, LLC performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about March 11, 2021, the Board sent a Notice of Opportunity for Hearing to Erika Chapman, 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. Erika Chapman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 11, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Erika Chapman agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Erika Chapman's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. Erika Chapman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Erika Chapman understands that she has the right to be represented by counsel for review and execution of this agreement.

6. Erika Chapman agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Erika Chapman explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0610

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

**IN THE MATTER OF:
Case No. A-2020-0501 and 501-2916**

Aaron Klaus
PENDING Registration No. APP-000392655
2819 Stratford Ave.
Cincinnati, Ohio 45220

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Aaron Klaus for the purpose of resolving all issues between the parties relating to the Board investigation of working at Mercy Health Fairfield Inpatient Pharmacy, located at 3000 Mack Road, Fairfield, Ohio, without Board-issued registration as a pharmacy technician. Together, the Board and Aaron Klaus are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician in the state of Ohio.
2. Aaron Klaus is a pharmacy technician trainee in the state of Ohio under registration number 09-113406. On November 19, 2020, Mr. Klaus submitted an application (APP-000392655) to the Board to register as a certified pharmacy technician.

FACTS

1. The Board initiated an investigation of Aaron Klaus, certified pharmacy technician application no. APP-000392655, related to Aaron Klaus working as a pharmacy technician at Mercy Health Fairfield Inpatient Pharmacy without obtaining or maintaining a Board-issued registration as a pharmacy technician.
2. On or about March 11, 2021 the Board sent a Notice of Opportunity for Hearing to Aaron Klaus 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 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. Aaron Klaus neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 11, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Aaron Klaus agrees to pay to the Board the amount of amount of \$50.00. This fine will be attached to your registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Aaron Klaus agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Aaron Klaus understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Aaron Klaus agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Aaron Klaus waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0611

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

**IN THE MATTER OF:
CASE No. A-2020-0253
501-1115**

**Progressive Women's Care, Inc
License No. 02-1964400**

c/o Dr. Joni Canby, D.O.
7600 Southern Blvd., Suite 1
Youngstown, OH 44512

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Progressive Women's Care, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Progressive Women's Care, 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 Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Progressive Women's Care is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1964400.

FACTS

1. The Board initiated an investigation of Progressive Women's Care, Inc., Terminal Distributor of Dangerous Drugs license number 02-1964400, related to Progressive Women's Care, Inc.'s illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 16, 2021 the Board sent a Notice of Opportunity for Hearing to Progressive Women's Care, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Progressive Women's Care, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 16, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Progressive Women's Care, Inc. agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Progressive Women's Care, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Progressive Women's Care, 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 Progressive Women's Care, 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 Progressive Women's Care, Inc. by the Board and will NOT discharge Progressive Women's Care, Inc. from any obligation under the terms of this Agreement.
6. Progressive Women's Care, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Progressive Women's Care, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Progressive Women's Care, Inc. will operate.
9. Progressive Women's Care, Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0612

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

**IN THE MATTER OF:
CASE No. A-2020-0111
I-2019-1366**

**Animal Welfare League of Trumbull County
License No. 02-0606700
c/o Rufus A. Sparks, DVM
812 Youngstown Kingsville Rd SE
Vienna, Ohio 44473**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Animal Welfare League of Trumbull County for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs and controlled substances while operating without a Board-issued license. Together, the Board and Animal Welfare League of Trumbull County are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. Animal Welfare League of Trumbull County is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0606700.

FACTS

1. The Board initiated an investigation of Animal Welfare League of Trumbull County, Terminal Distributor of Dangerous Drugs license number 02-0606700, related to Animal Welfare League of Trumbull County's purchase of dangerous drugs and controlled substances while operating without a Board-issued license.
2. On or about March 3, 2021 the Board sent a Notice of Opportunity for Hearing to Animal Welfare League of Trumbull County, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Animal Welfare League of Trumbull County neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 3, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Animal Welfare League of Trumbull County agrees to pay to the Board a monetary penalty the amount of \$875.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Animal Welfare League of Trumbull County agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Animal Welfare League of Trumbull County 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 Animal Welfare League of Trumbull County 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 Animal Welfare League of Trumbull County by the Board and will NOT discharge Animal Welfare League of Trumbull County from any obligation under the terms of this Agreement.
6. Animal Welfare League of Trumbull County agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Animal Welfare League of Trumbull County understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Animal Welfare League of Trumbull County will operate.
9. Animal Welfare League of Trumbull County waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0613

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

**IN THE MATTER OF:
Case No. A-2020-0499
501-2916**

**Matthew Yatsko, RPh
License No. 03-330802**
5846 Sebring Court
Hamilton, Ohio 45011

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Matthew Yatsko, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Matthew Yatsko are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Matthew Yatsko is a licensed pharmacist in the state of Ohio under license number 03-330802.
3. Matthew Yatsko is the Responsible Person of Mercy Health Fairfield Inpatient Pharmacy (Mercy Health), located at 3000 Mack Road, Fairfield, Ohio.

FACTS

1. The Board initiated an investigation of Matthew Yatsko, pharmacist license number 03-330802, and Mercy Health, related to an employee of Mercy Health performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about March 11, 2021, the Board sent a Notice of Opportunity for Hearing to Matthew Yatsko, 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. Matthew Yatsko neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 11, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Matthew Yatsko agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Matthew Yatsko's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Matthew Yatsko agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Matthew Yatsko understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Matthew Yatsko agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Matthew Yatsko explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0614

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

**IN THE MATTER OF:
Case No. A-2020-0500
501-2916**

Mercy Health Fairfield Inpatient Pharmacy
License No. 02-0039000
c/o Matthew Yatsko, RPh
3000 Mack Road
Fairfield, Ohio 45014

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mercy Health Fairfield Inpatient Pharmacy (Mercy Health) for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Mercy Health are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Health has an active TDDD license with the Board under license number 02-0039000, which lists Matthew Yatsko, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Mercy Health, TDDD license number 02-0039000, related to an employee performing duties of a pharmacy

technician without obtaining and/or maintaining appropriate registration with the Board.

2. On or about March 11, 2021, the Board sent a Notice of Opportunity for Hearing to Mercy Health, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mercy Health neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 11, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mercy Health agrees to pay to the Board a monetary penalty the amount of \$750.00. This fine will be attached to Mercy Health's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Mercy Health agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Mercy Health 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 Mercy Health 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 Mercy Health by the Board and will NOT discharge Mercy Health from any obligation under the terms of this Agreement.

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

R-2021-0615

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

**IN THE MATTER OF:
Case No. A-2020-0372**

Mario Muttillo, RPh
License No. 06-015365
646 Davidson Drive
Highland Hts., OH 44143

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Mario Muttillo for the purpose of resolving all issues between the parties relating to the Board investigation of Mario Muttillo engaging in the practice of pharmacy during the time Mario Muttillo's pharmacy intern license was lapsed. Together, the Board and Mario Muttillo are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the State of Ohio.
2. Mario Muttillo is a licensed pharmacist in the State of Ohio under license number 03-440021 and was a licensed pharmacy intern under license number 06-015365.

FACTS

1. The Board initiated an investigation of Mario Muttillo's pharmacy intern license, number 06-015365, related to Mario Muttillo engaging in the practice of pharmacy during the time Mario Muttillo's pharmacy intern license was lapsed.
2. On or about March 16, 2021 the Board sent a Notice of Opportunity for Hearing to Mario Muttillo which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

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

2. Mario Muttillio neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 16, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Mario Muttillio agrees to pay the Board the amount of \$700.00. However, notwithstanding Term (2), above, and Respondent having otherwise been compliant with ORC Chapter 4729, the rules adopted thereunder, and all other relevant state and federal law related to the practice of pharmacy during their licensure as a pharmacy intern in the State of Ohio, the Board stays \$350.00 and Mario Muttillio is only responsible for payment of \$350.00. This fine, \$350.00, will be attached to the intern license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Mario Muttillio agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Mario Muttillio understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Mario Muttillio agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Mario Muttillio waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0616

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

**IN THE MATTER OF:
CASE No. A-2020-0579
501-1315**

**Midwest Vein and Laser
License No. 022584250**
c/o Robert Tyrell, MD
8101 Miller Farm Lane
Dayton, OH 45458

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Midwest Vein and Laser for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales/transfer of dangerous drugs to Midwest Vein and Laser, Vandalia, who was operating without a Board-issued license. Together, the Board and Midwest Vein and Laser are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Midwest Vein and Laser is a licensed Terminal Distributor of Dangerous Drugs under license number 022584250.

FACTS

1. The Board initiated an investigation of Midwest Vein and Laser, Terminal Distributor of Dangerous Drugs license number 022584250, related to Midwest Vein and Laser's illegal sale/transfer of dangerous drug to Midwest Vein and Laser, Vandalia, who was operating without a Board-issued license.
2. On or about February 25, 2021 the Board sent a Notice of Opportunity for Hearing to Midwest Vein and Laser, which outlined the allegations and

provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Midwest Vein and Laser neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Midwest Vein and Laser agrees to pay to the Board a monetary penalty the amount of \$2,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Midwest Vein and Laser agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Midwest Vein and Laser 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 Midwest Vein and Laser 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 Midwest Vein and Laser by the Board and will NOT discharge Midwest Vein and Laser from any obligation under the terms of this Agreement.

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

R-2021-0617

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

**IN THE MATTER OF:
Case No. A-2020-0291
I-2020-0097**

**Thomas Glazier, RPh
License No. 03-319913
581 Brackenridge Road
Vincent, Ohio 45784**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Thomas Glazier, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board at a pharmacy at which Thomas Glazier is the Responsible Person. Together, the Board and Thomas Glazier are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Thomas Glazier is a licensed pharmacist in the state of Ohio under license number 03-319913, and is listed as the Responsible Person of White Oak Pharmacy, f/k/a Benzer OH 8, LLC, 8465 State Route 339, Vincent, Ohio.

FACTS

1. The Board initiated an investigation of Thomas Glazier, pharmacist license number 03-319913, and White Oak Pharmacy, f/k/a Benzer OH 8, LLC, regarding a pharmacy employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board, during which Thomas Glazier was the pharmacy's Responsible Person.
2. On or about March 22, 2021, the Board sent a Notice of Opportunity for Hearing to Thomas Glazier, 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. Thomas Glazier neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 22, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Thomas Glazier agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Thomas Glazier's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Thomas Glazier agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Thomas Glazier understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Thomas Glazier agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Thomas Glazier explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

11. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0618

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

**IN THE MATTER OF:
CASE No. A-2019-0490
I-2019-0391**

Springfield OPCO, LLC DBA Arbors at Springfield
License No. 02-2595950
c/o Erin Evans
1600 St Paris Road
Springfield, Ohio 45504

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Springfield OPCO, LLC DBA Arbors at Springfield (Arbors at Springfield) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical grade oxygen, a dangerous drug, while operating without a Board-issued license. Together, the Board and Arbors at Springfield are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Arbors at Springfield is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2595950.

FACTS

1. The Board initiated an investigation of Arbors at Springfield, Terminal Distributor of Dangerous Drugs license number 02-2595950, related to Arbors at Springfield's illegal purchases of medical grade oxygen, a dangerous drug, while operating without a Board-issued license.

2. On or about March 26, 2021 the Board sent a Notice of Opportunity for Hearing to Arbors at Springfield, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Arbors at Springfield neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 26, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Arbors at Springfield agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Arbors at Springfield agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Arbors at Springfield 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 Arbors at Springfield 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 Arbors at Springfield by the Board and will NOT discharge Arbors at Springfield from any obligation under the terms of this Agreement.

6. Arbors at Springfield agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Arbors at Springfield understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Arbors at Springfield will operate.
 9. Arbors at Springfield waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0619

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

**IN THE MATTER OF:
CASE NO. A-2019-0450
501-1256**

**HRC Healthcare, LLC
License No. 01-2278750
c/o Gregory Donaldson
1305 Whipple Avenue NW
Canton, OH 44708**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and HRC Healthcare, LLC, (HRC) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity. Together, the Board and HRC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. HRC is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2278750, which lists Gregory Donaldson, as the Responsible Person.

FACTS

1. The Board initiated an investigation of HRC, Wholesaler Distributor of Dangerous Drugs License No. 01-2278750, related to HRC's illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity.
2. On or about February 23, 2021, the Board sent a Notice of Opportunity for Hearing to HRC which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. HRC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. HRC agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. HRC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. HRC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by HRC 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 HRC by the Board and will NOT discharge HRC from any obligation under the terms of this Agreement.
6. HRC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. HRC understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom HRC will operate.

9. HRC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0620

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

**IN THE MATTER OF:
CASE NO. A-2020-0514
501-1727**

**Boehringer Ingelheim Vetmedica, Inc.
License No. 01-1998150**

c/o Steven Maksudian

01-30000108
5701 Providence Hill Drive
Saint Joseph, MO 64503

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Boehringer Ingelheim Vetmedica, Inc., (Boehringer) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Boehringer are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. From on or about October 8, 2019, to from on or about June 30, 2019, Boehringer had an active wholesale distributor of dangerous drugs (WDDD) license with the Board under license number 01-1998150, which listed Steven Maksudian as the Responsible Person. A new WDDD license number 01-30000108 was issued on or about May 24, 2019 and is currently active. Steven Maksudian is listed as the Responsible Person.

FACTS

1. The Board initiated an investigation of Boehringer, Wholesaler Distributor of Dangerous Drugs License No. 01-30000108, related to Boehringer's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 10, 2021, the Board sent a Notice of Opportunity for Hearing to Boehringer, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Boehringer neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Boehringer agrees to pay to the Board a monetary penalty in the amount of \$875.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Boehringer agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Boehringer agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Boehringer 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 Boehringer by the Board and will NOT discharge Boehringer from any obligation under the terms of this Agreement.
6. Boehringer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Boehringer understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Boehringer will operate.
9. Boehringer waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0621

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

**IN THE MATTER OF:
CASE No. A-2020-0784
501-2230**

Cabell Huntington Hospital, Inc.
License No. 02-42000189
c/o Stephanie Justice, RPh
1340 Hal Greer Blvd
Huntington, WV 25701

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cabell Huntington Hospital, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs while operating without a Board-issued license. Together, the Board and Cabell Huntington Hospital, 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 Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Cabell Huntington Hospital, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000189.

FACTS

1. The Board initiated an investigation of Cabell Huntington Hospital, Inc., Terminal Distributor of Dangerous Drugs license number 02-42000189, related to Cabell Huntington Hospital, Inc.'s illegal sales of dangerous drugs while operating without a Board-issued license.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to Cabell Huntington Hospital, Inc., which outlined the allegations

and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Cabell Huntington Hospital, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Cabell Huntington Hospital, Inc. agrees to pay to the Board a monetary penalty the amount of \$2,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Cabell Huntington Hospital, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Cabell Huntington Hospital, 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 Cabell Huntington Hospital, 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 Cabell Huntington Hospital, Inc. by the Board and will NOT discharge Cabell Huntington Hospital, Inc. from any obligation under the terms of this Agreement.

6. Cabell Huntington Hospital, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Cabell Huntington Hospital, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cabell Huntington Hospital, Inc. will operate.
 9. Cabell Huntington Hospital, Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0622

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

**IN THE MATTER OF:
CASE No. A-2020-0256
I-2020-0261**

Jubilant Drax Image Radiopharmacies, Inc

License No. 02-2775800

(DBA: Triad Isotopes)

c/o Kevin L. Nather Jr.

9800 Rockside Road, Suite 550

Valley View, OH 44125

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Jubilant Drax Image Radiopharmacies, Inc (Jubilant) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs used in nuclear medicine to an unlicensed entity. Together, the Board and Jubilant are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Jubilant is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2775800.

FACTS

1. The Board initiated an investigation of Jubilant, Terminal Distributor of Dangerous Drugs license number 02-2775800, related to Jubilant's illegal sales of dangerous drugs used in nuclear medicine to an unlicensed entity.
2. On or about March 10, 2021 the Board sent a Notice of Opportunity for Hearing to Jubilant, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Jubilant neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Jubilant agrees to pay to the Board a monetary penalty the amount of \$875.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Jubilant agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Jubilant 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 Jubilant 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 Jubilant by the Board and will NOT discharge Jubilant from any obligation under the terms of this Agreement.
6. Jubilant agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Jubilant understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Jubilant will operate.
9. Jubilant waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0623

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

**IN THE MATTER OF:
CASE No. A-2020-0740
501-2230**

**Lawrence County EMS Station 1
License No. 02-2098355**
c/o Dr. Benjamin Mack
2324 South 8th Street
Ironton, OH 45638

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County EMS Station 1 (LCEMS 1) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and LCEMS 1 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. LCEMS 1 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098355.

FACTS

1. The Board initiated an investigation of LCEMS 1, Terminal Distributor of Dangerous Drugs license number 02-2098355, related to LCEMS 1 illegal purchases of medical dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to LCEMS 1, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. LCEMS 1 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on LCEMS 1's license number 02-2098355.
4. LCEMS 1 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. LCEMS 1 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 LCEMS 1 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 LCEMS 1 by the Board and will NOT discharge LCEMS 1 from any obligation under the terms of this Agreement.

6. LCEMS 1 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. LCEMS 1 understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom LCEMS 1 will operate.
9. LCEMS 1 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0624

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

**IN THE MATTER OF:
CASE No. A-2020-0741
501-2230**

**Lawrence County EMS Station 2
License No. 02-2098351
c/o Dr. Benjamin Mack
205 6th Street
South Point, OH 45680**

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County EMS Station 2 (LCEMS 2) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and LCEMS 2 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. LCEMS 2 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098351.

FACTS

1. The Board initiated an investigation of LCEMS 2, Terminal Distributor of Dangerous Drugs license number 02-2098351, related to LCEMS 2 illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to LCEMS 2, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. LCEMS 2 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. The Board hereby imposes a written reprimand on LCEMS 2's license number 02-2098351.
4. LCEMS 2 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. LCEMS 2 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 LCEMS 2 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 LCEMS 2 by the Board and will NOT discharge LCEMS 2 from any obligation under the terms of this Agreement.
6. LCEMS 2 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. LCEMS 2 understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom LCEMS 2 will operate.
9. LCEMS 2 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2021-0625

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

**IN THE MATTER OF:
CASE No. A-2020-0742
501-2230**

**Lawrence County EMS Station 3
License No. 02-2098352**
c/o Dr. Benjamin Mack
11024 County Road #1
Chesapeake, OH 45619

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County EMS Station 3 (LCEMS 3) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and LCEMS 3 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. LCEMS 3 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098352.

FACTS

1. The Board initiated an investigation of LCEMS 3, Terminal Distributor of Dangerous Drugs license number 02-2098352, related to LCEMS 3's illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to LCEMS 3, which outlined the allegations and provided notice of

its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. LCEMS 3 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on Lawrence County-HQ's license number 02-2098352.
4. LCEMS 3 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. LCEMS 3 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 LCEMS 3 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 LCEMS 3 by the Board and will NOT discharge LCEMS 3 from any obligation under the terms of this Agreement.
6. LCEMS 3 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. LCEMS 3 understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom LCEMS 3 will operate.
9. LCEMS 3 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0626

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

**IN THE MATTER OF:
CASE No. A-2020-0743
501-2230**

**Lawrence County EMS Station 4
License No. 02-2098353
c/o Dr. Benjamin Mack
267 Township Road 1060
Proctorville, OH 45669**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County EMS Station 4 (LCEMS 4) for the purpose of resolving all issues between the parties relating to the Board

investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and LCEMS 4 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. LCEMS 4 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098353.

FACTS

1. The Board initiated an investigation of LCEMS 4, Terminal Distributor of Dangerous Drugs license number 02-2098353, related to LCEMS 4 illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to LCEMS 4, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. LCEMS 4 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on LCEMS 4's license number 02-2098353.
4. LCEMS 4 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a

professional license, including the Board on renewal applications or applications for a new license.

5. LCEMS 4 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 LCEMS 4 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 LCEMS 4 by the Board and will NOT discharge LCEMS 4 from any obligation under the terms of this Agreement.
 6. LCEMS 4 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. LCEMS 4 understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom LCEMS 4 will operate.
 9. LCEMS 4 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0627

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

**IN THE MATTER OF:
CASE No. A-2020-0744
501-2230**

**Lawrence County EMS Station 5
License No. 02-2098354
c/o Dr. Benjamin Mack
14112 State Route 141
Willow Wood, OH 45696**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County EMS Station 5 (LCEMS 5) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and LCEMS 5 are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. LCEMS 5 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098354.

FACTS

1. The Board initiated an investigation of LCEMS 5, Terminal Distributor of Dangerous Drugs license number 02-2098354, related to LCEMS 5 illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to LCEMS 5, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. LCEMS 5 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on LCEMS 5's license number 02-2098354.
4. LCEMS 5 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. LCEMS 5 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 LCEMS 5 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 LCEMS 5 by the Board and will NOT discharge LCEMS 5 from any obligation under the terms of this Agreement.
6. LCEMS 5 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. LCEMS 5 understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom LCEMS 5 will operate.
9. LCEMS 5 waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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.

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

R-2021-0628

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

**IN THE MATTER OF:
CASE No. A-2020-0739
501-2230**

**Lawrence County EMS-HQ HQ
License No. 02-2098350**
c/o Dr. Benjamin Mack
715 Lane Street
Coal Grove, OH 45638

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Lawrence County Emergency Medical Service-HQ (Lawrence County EMS-HQ) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous

drugs from an unlicensed entity. Together, the Board and Lawrence County EMS-HQ are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Lawrence County EMS-HQ-HQ is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2098350.

FACTS

1. The Board initiated an investigation of Lawrence County EMS-HQ-HQ, Terminal Distributor of Dangerous Drugs license number 02-2098350, related to Lawrence County EMS-HQ's illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about March 19, 2021 the Board sent a Notice of Opportunity for Hearing to Lawrence County EMS-HQ, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Lawrence County EMS-HQ neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 19, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. The Board hereby imposes a written reprimand on Lawrence County-HQ's license number 02-2098350.
4. Lawrence County EMS-HQ agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which

it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Lawrence County EMS-HQ 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 Lawrence County EMS-HQ 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 Lawrence County EMS-HQ by the Board and will NOT discharge Lawrence County EMS-HQ from any obligation under the terms of this Agreement.
 6. Lawrence County EMS-HQ agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Lawrence County EMS-HQ understands that it has the right to be represented by counsel for review and execution of this agreement.
 8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Lawrence County EMS-HQ will operate.
 9. Lawrence County EMS-HQ waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
-

R-2021-0629

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

**IN THE MATTER OF:
CASE NO. A-2020-0459
501-2900**

McKesson Medical Surgical, Inc.
License No. 01-2598200
c/o Shawn Litchfield
520 West Park, Suite 520
Leetsdale, PA 15056

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and McKesson Medical Surgical, Inc. (McKesson), for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and McKesson are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. McKesson is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2598200, which lists Shawn Litchfield, as the Responsible Person.

FACTS

1. The Board initiated an investigation of McKesson Wholesaler Distributor of Dangerous Drugs License No. 01-2598200, related to McKesson's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 24, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. McKesson neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 24, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. McKesson agrees to pay to the Board a monetary penalty in the amount of \$1,125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. McKesson agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. McKesson agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by McKesson 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 McKesson by the Board and will NOT discharge McKesson from any obligation under the terms of this Agreement.
6. McKesson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. McKesson understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom McKesson will operate.
9. McKesson waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0630

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

**IN THE MATTER OF:
CASE NO. A-2019-0496
I-2019-0950**

**Advanced Home Medical
License No. 01-2196700**
c/o Durenda M. Kuharik
6665 Huntley Road #N
Columbus, OH 43229

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Advanced Home Medical for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs while operating without a Board-issued license.

Together, the Board and Advanced Home Medical are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Advanced Home Medical is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2196700, which lists Durenda Kuharik, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Advanced Home Medical's Wholesaler Distributor of Dangerous Drugs License No. 012196700, related to Advanced Home Medical's illegal sales of dangerous drugs without obtaining a Board-issued license.
2. On or about April 15, 2021, the Board sent a Notice of Opportunity for Hearing to Advanced Home Medical which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Advanced Home Medical neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Advanced Home Medical agrees to pay to the Board a monetary penalty in the amount of \$3,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order.

To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Advanced Home Medical agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Advanced Home Medical agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Advanced Home Medical of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Advanced Home Medical by the Board and will NOT discharge Advanced Home Medical from any obligation under the terms of this Agreement.
6. Advanced Home Medical agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Advanced Home Medical understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Advanced Home Medical will operate.
9. Advanced Home Medical waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

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

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

5:05 p.m.

Pursuant to Section 3719.121 of the Ohio Revised Code and under authority 4729.16 of the Revised Code, the State of Ohio Board of Pharmacy was joined by Ryan Bolus, *Compliance Specialist*, for the purpose of whether to consider a summary suspension related to a Pharmacist.

5:35 p.m.

Mr. Cox left the virtual meeting due to a scheduling conflict.

R-2021-0631

After hearing Mr. Bolus discuss the significant facts regarding the activities of **Pharmacist Dane Joseph Allard**, Mr. Wilt moved that the Board summarily suspend the pharmacist license belonging to **Dane Joseph Allard, Hillsboro, Ohio, License No. 03-132101**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0632

Ms. Marchal moved that the **March 23, 2021 Conference Call Minutes** be approved, **as written**. The motion was seconded by Mr. Wilt and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0633

Ms. Marchal moved that the **March 1, 2021 Board Meeting Minutes** be approved, **as written**. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0634

Ms. Marchal moved that the **March 2, 2021 Board Meeting Minutes** be approved, **as written**. The motion was seconded by Mr. Huston and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-abstain; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-5/No-0/Abstain-1)

R-2021-0635

Ms. Marchal moved that the **April 13, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0636

Ms. Marchal moved that the **March 1, 2021, Probation Meeting Minutes** be approved, **as written**. The motion was seconded by Mr. Wilt and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-abstain; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-5/No-0/Abstain-1)

R-2021-0637

Mr. Wilt moved that the **April 9, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Mr. Huston and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0638

Mr. Wilt moved to nominate Mr. Miller to be the President of the Board for Fiscal Year 2022. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0639

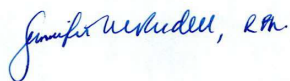
Ms. Marchal moved to nominate Mr. Wilt to be the Vice President of the Board for Fiscal Year 2022. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

R-2021-0640

Mr. Goodman moved to Adjourn the April 2021 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-6/No-0)

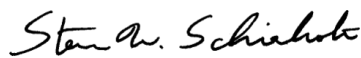
5:45 p.m.

The Board Meeting Adjourned.



Jennifer M. Rudell, RPh, President

Date: 06.08.2021



Steven W. Schierholt, Executive Director

Date: 06.08.2021