



**STATE OF
OHIO**
BOARD OF PHARMACY

MINUTES OF THE JULY 12 - 13, 2021
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, July 12, 2021

10:01 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

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

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Amy Bigham, *OARRS Business Data Analyst*; Blair Cathcart, *Director of Information Services*; Brenda Cooper, *Executive Assistant*; Paula Economus, *Administrative Assistant*; Chad Garner, *Director of OARRS*; Ashley Gilbert, *Senior Legal Counsel*; Terri Ghitman, *OARRS Pharmacist*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Administrative Assistant*; Sharon Maerten-Moore, *Director of Medical Marijuana Operations*; Justin Sheridan, *Senior Legal Counsel*; and Michelle Siba, *Senior Legal Counsel*.

10:01 a.m. President Miller announced the OAC Rule 4729-2-02 appointments to matters and other duties for Fiscal Year 2022.

10:04 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matters of **Timothy Keyser, Cincinnati, Ohio and Julie Son Lin, Broadview Heights, Ohio.**

R-2022-0001 Mr. Wilt 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. Rudell and a roll-call vote was conducted by President Miller as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Rudell-yes; and Wilt-yes.

11:08 a.m. The deliberation ended and the hearing was opened to the public.

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



R-2022-0002

After votes were taken in public session, the Board adopted the following order in the Matter of **Timothy Keyser, Cincinnati, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2020-0388)

In The Matter Of:

Timothy Keyser, RPh
3570 Handman Avenue
Cincinnati, Ohio 45226
(Suspended License No. 03-319898)

INTRODUCTION

On May 13, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Timothy Keyser via certified mail, return receipt requested to Timothy Keyser 's address of record. Pursuant to Ohio Revised Code Section 119.07, Timothy Keyser had a right to a hearing if requested within thirty days of the mailing. Timothy Keyser 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 July 12, 2021, before the following members: (Board): Donald Miller III RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Jennifer Rudell, RPh; and Shawn Wilt, RPh.

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. Kyle Chapman

Timothy Keyser 's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Statement of Respondent
3. Indictment
4. Sentencing Entry

Timothy Keyser '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 or about May 5, 2020, Timothy Keyser was seen on video surveillance, in the pharmacy at Cincinnati Children's Medical Center, located at 3333 Burnet Avenue, Cincinnati, Ohio, where Timothy Keyser was employed as a pharmacist. The video shows Mr. Keyser take a bottle of guaifenesin-codeine, a schedule V controlled substance, from its storage location and enter the restroom. Timothy Keyser is seen leaving the restroom without the bottle.
2. On or about April 22, 2020, Timothy Keyser was seen on video surveillance using an oral syringe to draw liquid from a bottle and insert the liquid into your mouth. Pharmacy staff determined the liquid was tramadol suspension.
3. On or about May 6, 2020, Timothy Keyser was interviewed by an agent of the Board and a law enforcement officer. Mr. Keyser admitted:
 - a. He had been stealing guaifenesin-codeine syrup and the tramadol suspension.
 - b. He had a bottle of the guaifenesin-codeine syrup at his residence from the previous day but he had thrown it away.
 - c. He stole one bottle of guaifenesin-codeine syrup from the pharmacy shelf. Mr. Keyser later admitted it may have been four bottles, or 400 ml's.
 - d. He used a syringe and consumed the tramadol suspension at work on April 22, 2020.
 - e. He denied addiction to opiates. Mr. Keyser had physical ailments including knee and shoulder pain.
 - f. He self-medicated because it is convenient to do so in the pharmacy and Mr. Keyser has not seen a doctor for his pain.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1), (2) and (3)(a)-(d) of the Findings of Fact Section, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug.
2. Such conduct as set forth in paragraphs (2) and (3)(d) of the Findings of Fact Section, constitutes a violation of Section 2925.11(A) of the ORC, possession of drugs, a Schedule IV and controlled substance.

3. Such conduct as set forth in paragraphs (1) and (3)(a)-(c) of the Findings of Fact Section, constitutes a violation of Section 2925.11(A) of the ORC, possession of drugs, a Schedule V.
4. 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, each violation constituting a minor misdemeanor:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter 3715.75 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
 - d. Engaged in any conduct for which the board may imposed discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
5. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective May 1, 2018:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. Or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - d. Committed acts that constitute moral turpitude that constitutes a misdemeanor or a felony in this state, regardless of the jurisdiction in which it was committed, OAC Rule 4729:1-4-01(B)(2)(l); and
 - e. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Timothy Keyser on May 13, 2020.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-319898 held by Timothy Keyser and such suspension is effective as of the date of the mailing of this Order.

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

1. Timothy Keyser must maintain a current address with the Board throughout the duration of the suspension.
2. Timothy Keyser 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. Timothy Keyser 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 Timothy Keyser to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, **observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl 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 Timothy Keyser 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. Timothy Keyser must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 3. Timothy Keyser 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 Timothy Keyser reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 4. Timothy Keyser 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 Timothy Keyser reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 5. Timothy Keyser 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 Timothy Keyser to possible additional sanctions, including and up to revocation of license.
 - 6. Timothy Keyser 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. Timothy Keyser 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. If reinstatement is not accomplished within **three years** of the effective date of the summary suspension, Timothy Keyser must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
 9. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
 10. 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 your pharmacy license.
 11. 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.
 12. If Timothy Keyser's employment is related to the practice of pharmacy, Timothy Keyser must notify employer of the terms of Timothy Keyser's suspension and this Board's Order.
 13. 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 Timothy Keyser's license.

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

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

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

SO ORDERED.

R-2022-0003

After votes were taken in public session, the Board adopted the following order in the Matter of **Julie Son Lin, Broadview Heights, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number **[A-2019-0414]**)

In The Matter Of:

**Julie Son Lin, RPh
9450 Rockys Court
Broadview Heights, OH 44147
License No. 03-131821**

INTRODUCTION

On January 7, 2021, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Julie Son Lin (Respondent). Respondent received the Notice, via certified mail, return receipt requested, on January 12, 2021. Pursuant to Ohio Revised Code 119.07, Respondent had a right to a hearing if requested within 30 days of mailing. Respondent failed to do so. 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 July 12, 2021, before the following members: Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh; Trina Buettner, RPh; Joshua Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; and Jennifer Rudell, RPh.

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

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

1. Jacqueline Schuld, Board Compliance Agent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice letter
2. Notice letter issued to Debbie Richard
3. Settlement agreement with Debbie Richard
4. Notice letter issued to Beverly Gettel
5. Board order issued to Beverly Gettel

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 or about August 20, 2019, the Board began an investigation into the diversion of drugs from Marc's Pharmacy, located at 7359 Northcliff Avenue, Brooklyn, OH, 44144. Julie Son Lin was interviewed as part of the investigation.
2. On or about September 3, 2019, Julie Son Lin was interviewed by an agent of the Board. Julie Son Lin made the following statements:
 - a. Julie Son Lin stated she had been prescribed ondansetron 4mg.
 - b. Julie Son Lin admitted to "gifting" Beverly Gettel her prescribed ondansetron 4mg on one occasion in the past.
 - c. Julie Son Lin stated she gave Gettel her prescribed ondansetron 4mg during the summer of 2018. Julie Son Lin stated that she recalled "gifting" one or two tablets to Gettel.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of ORC 4729.51(E)(1)(a) (as effective September 29, 2017).
2. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of ORC 4729.16(A) (as effective September 29, 2017):
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2)(b);
 - 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 Section, constitutes a violation of each of the following divisions of Rule 4729:1-4-01 of the OAC (as effective May 1, 2018):
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC 4729:1-4-01(B)(2)(b);

- b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any 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); 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 Section 4729.16 of the Ohio Revised Code, the State of Ohio Board of Pharmacy hereby imposes a monetary penalty in the amount of \$250.00. This fine will be attached to Julie Son Lin's license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, Respondent must login to www.elicense.ohio.gov and process the items in the cart.

Julie Son Lin must obtain, within 6 months from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs), related to pharmacy law, and which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

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

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

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

11:13 a.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matters of **Rochester Drug Cooperative, Inc., Fairfield, NJ and Rochester Drug Cooperative, Inc. dba RDC, Rochester, NY.**

R-2022-0004

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

12:04 p.m.

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

R-2022-0005

After votes were taken in public session, the Board adopted the following order in the Matter of **Rochester Drug Cooperative, Inc., Fairfield, NJ**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2020-0476)

In The Matter Of:

Rochester Drug Cooperative, Inc.
116 Lehigh Drive, Fairfield, NJ 07004
Pending License No. APP-000297206

INTRODUCTION

On October 13, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Rochester Drug Cooperative, Inc. (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 July 12, 2021, before the following members: Rich Miller, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Megan Marchal, RPh; Jennifer Rudell, 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. Kevin Flahaerty

Respondent's Witnesses:

1. None

State's Exhibits:

- 1a. Notice Letter (Case A-2020-0476)
- 1b. Notice Letter (Case A-2020-0477)
2. Application for WDDD (Case A-2020-0476)
3. Withdrawal of Application (Case A-2020-0476)
4. Notice of Discontinuation of Business Case (A-2020-0477)

5. Memorandum of Agreement
6. Deferred Prosecution Agreement
7. Agreed Statement of Facts (attached to Deferred Prosecution Agreement)
8. Criminal Information (attached to Deferred Prosecution Agreement)
9. Civil Settlement with DEA
10. Docket for Bankruptcy Court (excerpt)

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 or about September 26, 2019, Rochester Drug Cooperative, Inc., submitted an application for a Wholesaler of Dangerous Drug License. Rochester Drug Cooperative, Inc. answered "yes" to the following questions:
 - a. Has the Applicant ever been convicted of, or are there charges pending for, a felony or misdemeanor drug offense under state or federal law? This included 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 included regardless of whether the case has been expunged or sealed or the equivalent thereof.
 - b. Has the Applicant ever been convicted of, or are there charges pending for, any other felony under state or federal law?
2. Rochester Drug Cooperative, Inc. submitted a copy of a Federal Deferred Prosecution Agreement (Agreement) dated April 22, 2019 with the application submitted on or about September 26, 2019.
 - a. The Agreement stated that Rochester Drug Cooperative, Inc. (RDC), WDDD license 011593300, located at 50 Jet View Drive, Rochester, New York, consented to the filing of a three-count Information in the United States District Court for the Southern District of New York, charging Rochester Drug with conspiracy to distribute controlled substances outside the scope of professional practice and not for a legitimate medical purpose, in violation of Title 21, United States Code, Section 846, conspiracy to defraud the United States, in violation of Title 18, United States Code, Section 371, and knowingly failing to furnish suspicious order reports to the United States Drug Enforcement Administration (DEA), in violation of Title 21 United States Code, Section 842(a)(5) and (c)(2), and Title 18, United States Code,

Section 2. All activity occurred from January 2012 through March 2017.

- b. Pursuant to the Agreement, Rochester Drug Cooperative, Inc. (RDC) agreed to pay \$20,000,000 to the United States of America as a result of the conduct.
3. On or about March 26, 2020, the Board received the following documents:
- a. A request to withdraw the application for the WDDD for Rochester Drug Cooperative, Inc.'s Fairfield, New Jersey location, pending application number APP-000297206.
 - b. A copy of a bankruptcy filing by Rochester Drug Cooperative, Inc. (RDC).

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective September 29, 2017 and March 22, 2019, failure to meet the registration requirements for a WDDD:
- a. If the applicant has committed acts that the board finds violate any federal, state, or local law, regulation, or rule relating to ... wholesale or retail drug distribution, or distribution of dangerous drugs, including controlled substances ... the applicant, to the satisfaction of the board, assures that the applicant has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).
 - b. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - c. The applicant is properly equipped as to land, buildings, equipment, and personnel to properly carry on its business, including providing adequate security for and proper storage conditions and handling for dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).
 - d. Adequate safeguards are assured to prevent the sale of dangerous drugs other than in accordance with section 4729.51 of the Revised Code, ORC 4729.53(A)(6); and/or
 - e. The applicant meets any other requirement or qualification the board, by rule adopted under division (C) of this section, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(8).

2. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective September 29 ,20015, failure to meet the registration requirements for a WDDD:
 - a. If the applicant has been convicted of a federal, state, or local law, relating to ... wholesale or retail drug distribution, or distribution of controlled substances ... the applicant, to the satisfaction of the board, assures that the applicant has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).
 - b. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - c. The applicant is equipped as to land, buildings, equipment, and personnel to properly carry on the business, including providing adequate security for and proper storage conditions and handling for dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).
 - d. Adequate safeguards are assured to prevent the sale of dangerous drugs to any person other than those named in division (B) of section 4729.51 of the Revised Code, ORC 4729.53(A)(6).
 - e. Any other requirement or qualification the board, by rule adopted in accordance with Chapter 119 of the Revised Code, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(7).
3. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective July 1, 1992, failure to meet the registration requirements for a WDDD:
 - a. That if the applicant has been convicted of a federal, state, or local law, relating to ... wholesale or retail drug distribution, or distribution of controlled substances ... the applicant, to the satisfaction of the board, assures that je has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).
 - b. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - c. The applicant is equipped as to land, buildings, equipment, and personnel to properly carry on the business, including providing adequate security for and proper storage conditions and handling for

dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).

- d. Adequate safeguards are assured to prevent the sale of dangerous drugs to any person other than those named in division (B) of section 4729.51 of the Revised Code, ORC 4729.53(A)(6).
 - e. Any other requirement or qualification the board, by rule adopted in accordance with Chapter 119 of the Revised Code, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(7).
4. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective November 29, 2017:
- a. Violating any federal, state, or local drug law; any provision of chapter 4729. or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2)(b).
 - b. Failing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the registration is granted or renewed, ORC Section 4729.56(A)(2)(d).
 - c. Any other cause for which the board may impose sanctions as set forth in rules adopted under section 4729.26 of the Revised Code, 4729.56(A)(2)(g).
5. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective September 25, 2015:
- a. Violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2).
 - b. Failing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the registration is granted or renewed, ORC Section 4729.56(A)(4).
6. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective July 1, 1992:
- a. Violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2).

- b. Ceasing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board, ORC Section 4729.56(A)(4).
- 7. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:6-4-01 of the OAC, as effective March 1, 2019:
 - a. Violating any rule of the board, OAC Rule 4729:6-4-01(B)(2).
 - b. Commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:6-4-01(B)(4).
 - c. Failing to satisfy the qualifications for licensure under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the license is granted or renewed, OAC Rule 4729:6-4-01(B)(5).
 - d. Violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), United States Code Title 21 (10/22/2017), OAC Rule 4729:6-4-01(B)(7).
 - e. Failing to comply with the requirements 4729:6-3-05 of the Administrative Code, OAC Rule 4729:6-4-01(B)(8).
 - f. Conducting the sale of a suspicious order without conducting an independent analysis prior to completing a sale to determine whether the reported drugs are likely to be diverted from legitimate channels in accordance with rule 4729:6-3-05 of the Administrative Code, OAC Rule 4729:6-4-01(B)(9).
- 8. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-19(A)(2) of the OAC, as effective October 5, 2015, Commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed.
- 9. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-16(H)(1)(e)(i) of the OAC, as effective April 15, 2017, Wholesale drug distributors shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of dangerous drugs. These records shall include, but shall not be limited to...a system designed and operated to disclose orders for controlled substances and other dangerous drugs subject to abuse. The wholesaler shall inform the state board of pharmacy of suspicious orders for drugs when discovered. Suspicious orders are those which, in relation to the wholesaler's records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.
- 10. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-16(H)(1)(e)(i) of the

OAC, as effective October 27, 2011 and April 28, 2016, Wholesale drug distributors shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of dangerous drugs. These records shall include, but not be limited to...a system of procedures designed and operated to disclose orders for controlled substances and other dangerous drugs subject to abuse. The wholesaler shall inform the state board of pharmacy of suspicious orders for drugs, as described in paragraph (H)(1)(e) of this rule, when discovered. Suspicious orders are those which, in relation to the wholesaler's records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.

DECISION OF THE BOARD

Pursuant to Section 4729.56 of the Ohio Revised Code, Rule 4729:6-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy adjudicates the Application for Licensure as a Wholesale Distributor of Dangerous Drugs submitted by Rochester Drug Cooperative, Inc. on or about September 26, 2019 as follows:

On the basis of the Findings of Fact and sections (1a), (1b), (1c), (1d), and (1e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (2a), (2b), (2c), (2d), and (2e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (3a), (3b), (3c), (3d), and (3e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (4a), (4b), and (4c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (5a) and (5b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor

of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (6a) and (6b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (7a), (7b), (7c), (7d), (7e), and (7f) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (8) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (9) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (10) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby denies permanently the Application for Licensure as a Wholesale Distributor of Dangerous Drugs, No. App-000297206, submitted by Rochester Drug Cooperative, Inc. effective the date of the mailing of this Order.

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

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

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

SO ORDERED.

R-2022-0006

After votes were taken in public session, the Board adopted the following order in the Matter of **Rochester Drug Cooperative, Inc. dba RDC, Rochester, NY.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2020-0477)

In The Matter Of:

Rochester Drug Cooperative, Inc. dba RDC
50 Jet View Drive, Rochester, NY 14624
License No. 01-1593300

INTRODUCTION

On October 13, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Rochester Drug Cooperative, Inc. dba RDC (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 July 12, 2021, before the following members: Rich Miller, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Megan Marchal, RPh; Jennifer Rudell, 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. Kevin Flahaerty

Respondent's Witnesses:

1. None

State's Exhibits:

- 1a. Notice Letter (Case A-2020-0476)
- 1b. Notice Letter (Case A-2020-0477)
2. Application for WDDD (Case A-2020-0476)
3. Withdrawal of Application (Case A-2020-0476)
4. Notice of Discontinuation of Business Case (A-2020-0477)
5. Memorandum of Agreement
6. Deferred Prosecution Agreement
7. Agreed Statement of Facts (attached to Deferred Prosecution Agreement)
8. Criminal Information (attached to Deferred Prosecution Agreement)

9. Civil Settlement with DEA
10. Docket for Bankruptcy Court (excerpt)

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 or about September 26, 2019, Rochester Drug Cooperative, Inc., submitted an application for a Wholesaler of Dangerous Drug License. Rochester Drug Cooperative, Inc. answered "yes" to the following questions:
 - a. Has the Applicant ever been convicted of, or are there charges pending for, a felony or misdemeanor drug offense under state or federal law? This included 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 included regardless of whether the case has been expunged or sealed or the equivalent thereof.
 - b. Has the Applicant ever been convicted of, or are there charges pending for, any other felony under state or federal law?
2. Rochester Drug Cooperative, Inc. submitted a copy of a Federal Deferred Prosecution Agreement (Agreement) dated April 22, 2019 with the application submitted on or about September 26, 2019.
 - a. The Agreement stated that Rochester Drug Cooperative, Inc. (RDC), WDDD license 011593300, located at 50 Jet View Drive, Rochester, New York, consented to the filing of a three-count Information in the United States District Court for the Southern District of New York, charging Rochester Drug with conspiracy to distribute controlled substances outside the scope of professional practice and not for a legitimate medical purpose, in violation of Title 21, United States Code, Section 846, conspiracy to defraud the United States, in violation of Title 18, United States Code, Section 371, and knowingly failing to furnish suspicious order reports to the United States Drug Enforcement Administration (DEA), in violation of Title 21 United States Code, Section 842(a)(5) and (c)(2), and Title 18, United States Code, Section 2. All activity occurred from January 2012 through March 2017.
 - b. Pursuant to the Agreement, Rochester Drug Cooperative, Inc. (RDC) agreed to pay \$20,000,000 to the United States of America as a result of the conduct.
3. On or about March 26, 2020, the Board received the following documents:

- a. A request to withdraw the application for the WDDD for Rochester Drug Cooperative, Inc.'s Fairfield, New Jersey location, pending application number APP-000297206.
- b. A copy of a bankruptcy filing by Rochester Drug Cooperative, Inc. (RDC).

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective September 29, 2017 and March 22, 2019, failure to meet the registration requirements for a WDDD:
 - f. If the applicant has committed acts that the board finds violate any federal, state, or local law, regulation, or rule relating to ... wholesale or retail drug distribution, or distribution of dangerous drugs, including controlled substances ... the applicant, to the satisfaction of the board, assures that the applicant has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).
 - g. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - h. The applicant is properly equipped as to land, buildings, equipment, and personnel to properly carry on its business, including providing adequate security for and proper storage conditions and handling for dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).
 - i. Adequate safeguards are assured to prevent the sale of dangerous drugs other than in accordance with section 4729.51 of the Revised Code, ORC 4729.53(A)(6); and/or
 - j. The applicant meets any other requirement or qualification the board, by rule adopted under division (C) of this section, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(8).
2. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective September 29 ,20015, failure to meet the registration requirements for a WDDD:
 - f. If the applicant has been convicted of a federal, state, or local law, relating to ... wholesale or retail drug distribution, or distribution of controlled substances ... the applicant, to the satisfaction of the board, assures that the applicant has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).

- g. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - h. The applicant is equipped as to land, buildings, equipment, and personnel to properly carry on the business, including providing adequate security for and proper storage conditions and handling for dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).
 - i. Adequate safeguards are assured to prevent the sale of dangerous drugs to any person other than those named in division (B) of section 4729.51 of the Revised Code, ORC 4729.53(A)(6).
 - j. Any other requirement or qualification the board, by rule adopted in accordance with Chapter 119 of the Revised Code, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(7).
- 3. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of the section 4729.53 of the ORC, effective July 1, 1992, failure to meet the registration requirements for a WDDD:
 - f. That if the applicant has been convicted of a federal, state, or local law, relating to ... wholesale or retail drug distribution, or distribution of controlled substances ... the applicant, to the satisfaction of the board, assures that je has in place adequate safeguards to prevent the recurrence of any such violations, ORC 4729.53(A)(1).
 - g. The applicant's past experience in the manufacture or distribution of dangerous drugs, including controlled substances, is acceptable to the board, ORC 4729.53(A)(2).
 - h. The applicant is equipped as to land, buildings, equipment, and personnel to properly carry on the business, including providing adequate security for and proper storage conditions and handling for dangerous drugs, and is complying with the requirements under this chapter and the rules adopted pursuant thereto for maintaining and making available records to properly identified board officials and federal, state, and local law enforcement agencies, ORC 4729.53(A)(3).
 - i. Adequate safeguards are assured to prevent the sale of dangerous drugs to any person other than those named in division (B) of section 4729.51 of the Revised Code, ORC 4729.53(A)(6).
 - j. Any other requirement or qualification the board, by rule adopted in accordance with Chapter 119 of the Revised Code, considers relevant to and consistent with the public safety and health, ORC 4729.53(A)(7).
- 4. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective November 29, 2017:

- a. Violating any federal, state, or local drug law; any provision of chapter 4729. or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2)(b).
 - b. Failing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the registration is granted or renewed, ORC Section 4729.56(A)(2)(d).
 - c. Any other cause for which the board may impose sanctions as set forth in rules adopted under section 4729.26 of the Revised Code, 4729.56(A)(2)(g).
5. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective September 25, 2015:
- d. Violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2).
 - e. Failing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the registration is granted or renewed, ORC Section 4729.56(A)(4).
6. Such conduct as set forth in the Findings of Fact, if proven, constitutes the following violations of Section 4729.56 of the ORC, effective July 1, 1992:
- f. Violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2).
 - g. Ceasing to satisfy the qualifications for registration under section 4729.53 of the Revised Code or the rules of the board, ORC Section 4729.56(A)(4).
7. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729:6-4-01 of the OAC, as effective March 1, 2019:
- g. Violating any rule of the board, OAC Rule 4729:6-4-01(B)(2).
 - h. Commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:6-4-01(B)(4).
 - i. Failing to satisfy the qualifications for licensure under section 4729.53 of the Revised Code or the rules of the board or ceasing to satisfy the qualifications after the license is granted or renewed, OAC Rule 4729:6-4-01(B)(5).

- j. Violating any provision of the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), United States Code Title 21 (10/22/2017), OAC Rule 4729:6-4-01(B)(7).
 - k. Failing to comply with the requirements 4729:6-3-05 of the Administrative Code, OAC Rule 4729:6-4-01(B)(8).
 - l. Conducting the sale of a suspicious order without conducting an independent analysis prior to completing a sale to determine whether the reported drugs are likely to be diverted from legitimate channels in accordance with rule 4729:6-3-05 of the Administrative Code, OAC Rule 4729:6-4-01(B)(9).
8. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-19(A)(2) of the OAC, as effective October 5, 2015, Commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed.
9. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-16(H)(1)(e)(i) of the OAC, as effective April 15, 2017, Wholesale drug distributors shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of dangerous drugs. These records shall include, but shall not be limited to...a system designed and operated to disclose orders for controlled substances and other dangerous drugs subject to abuse. The wholesaler shall inform the state board of pharmacy of suspicious orders for drugs when discovered. Suspicious orders are those which, in relation to the wholesaler's records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.
10. Such conduct as set forth in Findings of Fact, if proven, each constitutes a violation of the following sections of Rule 4729-9-16(H)(1)(e)(i) of the OAC, as effective October 27, 2011 and April 28, 2016, Wholesale drug distributors shall establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition of dangerous drugs. These records shall include, but not be limited to...a system of procedures designed and operated to disclose orders for controlled substances and other dangerous drugs subject to abuse. The wholesaler shall inform the state board of pharmacy of suspicious orders for drugs, as described in paragraph (H)(1)(e) of this rule, when discovered. Suspicious orders are those which, in relation to the wholesaler's records as a whole, are of unusual size, unusual frequency, or deviate substantially from established buying patterns.

DECISION OF THE BOARD

Pursuant to Section 4729.56 of the Ohio Revised Code, Rule 4729:6-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy adjudicates the matter of Rochester Drug Cooperative, Inc. dba RDC as follows:

On the basis of the Findings of Fact and sections (1a), (1b), (1c), (1d), and (1e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (2a), (2b), (2c), (2d), and (2e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (3a), (3b), (3c), (3d), and (3e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (4a), (4b), and (4c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (5a) and (5b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (6a) and (6b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and sections (7a), (7b), (7c), (7d), (7e), and (7f) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (8) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester

Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (9) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

On the basis of the Findings of Fact and section (10) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby fines Rochester Drug Cooperative, Inc. dba RDC \$44,000 and revokes permanently the Wholesale Distributor of Dangerous Drugs license, No. 01-1593300, held by Rochester Drug Cooperative, Inc. dba RDC effective the date of the mailing of this Order.

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

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

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

SO ORDERED.

12:10 p.m.	The Board recessed for lunch.
12:53 p.m.	The Board returned to public session at which time Mr. Garner presented the OARRS Report.
12:58 p.m.	Mr. Griffin presented the Compliance and Enforcement Report.
1:01 p.m.	Ms. Southard presented the Licensing Report.
1:07 p.m.	Ms. Southard presented a Pharmacy Technician Trainee Extension Request from Meren Haddox – Washington Courthouse, OH (license no. 09101447) to the Board for consideration.
<u>R-2022-0007</u>	Mr. Wilt moved that the Board ratify former-President Rudell's grant to Meren Haddox of a six-month extension. The motion was seconded Ms. Marchal and approved by the Board: Yes-7, No-0.
1:08 p.m.	Ms. Ghitman presented the Pharmacy Technician Program Renewal application for Heights Career Tech.

R-2022-0008 Ms. Rudell moved that the Board approve **Heights Career Tech Technician Training Program**. The motion was seconded Mr. Cox and approved by the Board: Yes-7, No-0.

1:09 p.m. Mr. Mcnamee presented the Legislative Report.

1:22 p.m. Mr. Mcnamee presented the following resolution titled: *Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities* to the Board for approval.

R-2022-0009 Ms. Rudell moved that the Board ratify the resolution as modified, titled *Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities*. The motion was seconded Ms. Buettner and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

July 2021 – Resolutions and Rules for Consideration

RESOLUTIONS

This resolution was already approved. The proposed modifications to the resolution can be found in blue:

1) Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities

This guidance document is intended to assist correctional facilities (jails, prisons, etc.) licensed by the Board of Pharmacy in providing medications to patients upon discharge.

For questions regarding personally furnishing medications, please review this guidance document. If you need additional information, the most expedient way to have your questions answered will be to e-mail the Board office by visiting: <http://www.pharmacy.ohio.gov/contact.aspx>

Discharge Medication Requirements

A prescriber may delegate the act of personally furnishing to a nurse licensed under Chapter 4723 of the Revised Code (RN/LPN) in a correctional facility, if the facility complies with all the requirements listed in this document.

Please be advised that this applies to medications that have been dispensed to the patient by an institutional pharmacy or medications that are removed from inventory (i.e., contingency stock) and provided to patients upon discharge.

Record Keeping

The correctional facility must maintain a record of all medications provided upon discharge. The records shall include the following: the name, strength, dosage form, and quantity of the dangerous drugs personally furnished, the patient name, and date of birth of the person to whom or for whose use the dangerous drugs were personally furnished, the positive identification* of the prescriber, **pharmacist**, or nurse (RN/LPN) providing the discharge medications, the date

the drug is personally furnished and, if applicable, the date the drug is received by the patient.

The records must contain documentation of a valid prescriber order authorizing the medications to be personally furnished upon discharge. The records may be maintained as part of the patient's medical record or can be maintained in a separate log.

*Positive identification can include a wet-ink signature on a log or in a patient chart.

All records of personally furnishing discharge medications must be maintained for a period of three years from creation of the record.

Labeling

All drugs personally furnished must be labeled as follows:

1. The name of the ordering prescriber;
2. The name of the patient for whom the drug is intended;
3. Name and strength of the drug;
4. Directions for use;
5. Date furnished; and
6. Contact telephone where the patient can contact the prescriber or the prescriber's agent with any questions regarding the medication.

If the drug provided is a sample, only the following information must be included on the label:

1. The name of the ordering prescriber;
2. The name of the patient for whom the drug is intended;
3. Directions for use;
4. Date furnished; and
5. Contact telephone where the patient can contact the prescriber or the prescriber's agent with any questions regarding the medication.

NOTE: No additional labeling is required if the medication is already labeled by the institutional pharmacy and contains all the information listed above. If it does not, the correctional facility must append a supplemental label with the required information.

Preparation and Distribution of Discharge Medications

Pursuant to a valid order, a nurse (RN/LPN) or pharmacist may prepare and distribute discharge medications. A prescriber is not required to be on-site for the preparation and distribution of discharge medications. As part of the distribution process, a prescriber, nurse, or pharmacist will be responsible for verifying that the medication that is personally

furnished matches the discharge order and that the label includes all the required information. **NOTE:** Use of a pharmacist for providing discharge medications is not considered dispensing. Rather, the pharmacist is working under the direction of a prescriber to personally furnish the discharge medications.

All medications for discharge must be secured and only accessible to prescribers, nurses, and pharmacists.

REMINDER: A nurse or pharmacist is not required to provide naloxone at discharge. This can be any appropriately trained staff person. For more information on naloxone distribution, please visit: www.pharmacy.ohio.gov/naloxone.

Counseling

The nurse, pharmacist, or prescriber personally furnishing discharge medication shall offer, or may provide in writing, the service of counseling to a patient whenever any dangerous drug is personally furnished.

Limits on Personally Furnishing Controlled Substances

Ohio law (ORC 4729.291) imposes the following restrictions on personally furnishing controlled substances:

(1) In any thirty-day period, personally furnish to or for patients, taken as a whole, controlled substances in an amount that exceeds a total of two thousand five hundred dosage units;

(2) In any seventy-two-hour period, personally furnish to or for a patient an amount of a controlled substance that exceeds the amount necessary for the patient's use in a seventy-two-hour period.

IMPORTANT: Please be advised that this restriction **does not apply** to personally furnishing buprenorphine or methadone for the treatment of treating drug dependence or addiction.

For more information on the use of methadone for substance use disorder in the event of an emergency situation, please visit: https://www.deadiversion.usdoj.gov/pubs/advisories/emerg_treat.htm

1:24 p.m.

Mr. McNamee and Ms. Wai presented amendments to rule 4729:7-1-02 – *Distribution of Compounded Human Drug Products Interstate, Memorandum of Understanding* to the Board for discussion and filing with JCARR.

1:25 p.m.

Mr. McNamee and Ms. Wai presented amendments to rule 4729:5-9-01 – *Definitions* to the Board for approval.

R-2022-0010

Ms. Marchal moved to approve rule 4729:5-9-01 – *Definitions*, for filing with JCARR. The motion was seconded by Ms. Rudell and approved by the Board: Yes-7, No-0.

1:25 p.m.

Mr. McNamee and Ms. Wai presented amendments to rule 4729:5-3-13 – *Temporary removal of dangerous drugs from a licensed location* to the Board for approval.

- R-2022-0011** Ms. Marchal moved to approve rule 4729:5-3-13 – *Temporary removal of dangerous drugs from a licensed location*, for filing with JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.
- 1:30 p.m.** Mr. McNamee and Ms. Wai presented amendments to rules 4729:5-5-25 – *Remote Prescription Entry - Technician* and 4729:5-9-02.15 – *Remote Order Entry - Technicians* to the Board for approval.
- R-2022-0012** Mr. Wilt moved to approve rules 4729:5-5-25 – *Remote Prescription Entry - Technician* and 4729:5-9-02.15 – *Remote Order Entry - Technicians*, for filing with JCARR. The motion was seconded by Mr. Cox and approved by the Board: Yes-7, No-0.
- 1:34 p.m.** Mr. McNamee and Ms. Wai let a discussion on rule 4729:1-6-02 – *Consult agreements*.
- 1:40 p.m.** Mr. McNamee and Ms. Wai presented amendments to rules 4729:3-1-01 – *Definitions - pharmacy technicians*, 4729:3-4-01 – *Disciplinary actions*, and 4729:3-4-02 – *Duty to report* to the Board for approval.
- R-2022-0013** Ms. Marchal moved to approve rules 4729:3-1-01 – *Definitions - pharmacy technicians*, 4729:3-4-01 – *Disciplinary actions*, and 4729:3-4-02 – *Duty to report* for filing with JCARR. The motion was seconded by Mr. Wilt and approved by the Board: Yes-7, No-0.
- 1:42 p.m.** Mr. McNamee presented the following resolution titled: *Appointment of the Pharmacist Workload Advisory Committee Members* to the Board for approval.
- R-2022-0014** Ms. Marchal moved that the Board ratify the resolution titled *Appointment of the Pharmacist Workload Advisory Committee Members*. The motion was seconded Mr. Huston and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board.

Appointments to the Pharmacist Workload Advisory Committee

July 12, 2021

The following individuals are hereby appointed to the State of Ohio Board of Pharmacy's Pharmacist Workload Advisory Committee (PWAC):

- Joey Campbell, Pharmacy Manager, Walmart (Board Application Process)
- Jill Garress, Pharmacy Manager, Walgreens (Board Application Process)
- Taylor Hardwick, Certified Pharmacy Technician, Walmart (Board Application Process)

- Bimal Dassani, Division Vice-President, Rite Aid (NACDS Recommendation)
- John Long, Director Pharmacy Regulatory Affairs, CVS Health (NACDS Recommendation)
- Ryan Davis, Health and Wellness Leader, Kroger (NACDS Recommendation)
- Katie McKinney, Director of Pharmacy Services, University of Cincinnati Medical Center (OSHP Recommendation)
- Elizabeth Stacy, Internal Medicine Clinical Pharmacist Specialist, University of Cincinnati Medical Center (OSHP Recommendation)
- Jason Orpitz, Pharmacy Manager, MedTime Pharmacy (OPA Recommendation)
- Brigid Groves, Contingent Pharmacist, O'Reilly Family Pharmacy (OPA Recommendation)
- Alan S. Fox, Consultant Pharmacist, CommuniCare Family of Companies

1:46 p.m.

Mr. McNamee led a discussion on COVID-19 Waivers.

1:48 p.m.

Mr. McNamee led a discussion on Dental Anesthesiologist - OAC 4729-5-3-13.

R-2022-0015

Mr. Cox moved to approve Dental Anesthesiologist - OAC 4729-5-3-13. The motion was seconded by Mr. Wilt and approved by the Board: Yes-7, No-0.

1:51 p.m.

Mr. McNamee presented the following resolution titled: *Electronic Prescribing for Controlled Substances (EPCS) Requirements*.

R-2022-0016

Ms. Rudell moved to approve EPCS Requirements. The motion was seconded by Mr. Cox and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board.

All electronic prescription transmission systems that meet the requirements of Chapter 4729:5-5 of the Administrative Code shall not be subject to the alphabetical spelling requirements for drug quantity as listed in paragraph (B)(3) of rule 4729:5-5-05.

R-2022-0017

After votes were taken in public session, the Board adopted the following Order in the Matter of **Ann Ellis, Springfield, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

(Case Number 2016-2370)

In The Matter Of:

Ann Ellis, R.Ph.

284 South Broadmoor Boulevard
Springfield, Ohio 45504
(License No. 03-2-17762)

After reviewing the supportive documents submitted by Ann Ellis' employer Whitacre Pharmacy, the Pharmacists Rehabilitation Organization information, and upon recommendation of the Probation Committee, the Board adopts the Probation Committee's Temporary Order staying term 6(c) of the Board's August 13, 2018 Board Order: Ann Ellis may not serve as a responsible pharmacist. **Ms. Ellis may serve in the role of a responsible pharmacist limited to her employment with Whitacre Pharmacy.**

All other Board terms and conditions remain in place, including the requirement that Ms. Ellis not work more than 40 hours per week or 80 hours over a two-week period.

Mr. Wilt moved the Board ratify the Temporary Probation Order and adopt this Order amending the terms of Ms. Ellis' August 13, 2018 Order, Ms. Marchal seconded the motion. Motion passed (Yes – 7/No – 0).

1:55 p.m.

Ms. Dehner and Ms. Siba led a discussion on HB 263 Rule Amendments.

2:00 p.m.

Ms. Dehner and Ms. Southard led a discussion on OBOT Change of Operator.

R-2022-0018

Mr. Cox moved to delegate the CE, Examination, Internship & Licensure Committee appointed under OAC Rule 4729-2-02(A)(3) to review OBOT Change of Operator Requests. The motion was seconded by Mr. Wilt and approved by the Board: Yes-7, No-0.

R-2022-0019

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

4:10 p.m.

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

Tuesday, July 13, 2021

9:02 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

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

Joshua Cox, RPh, Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Blair Cathcart, *Director of Information Services*; Brenda Cooper, *Executive Assistant*; Paula Economus, *Administrative Assistant*; 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*; and Michelle Siba, *Senior Legal Counsel*.

9:02 a.m. Ms. Maerten-Moore provide the Medical Marijuana Program Update.

9:05 a.m. Ms. Maerten-Moore provide the MMAC Update.

9:06 a.m. Ms. Maerten-Moore presented amendments to rules *OAC Rule 3796:6-2-01- Requests for application to operate medical marijuana dispensaries*, *OAC Rule 3796:6-2-02- Applications to operate medical marijuana dispensaries*, *OAC Rule 3796:6-2-04- Medical marijuana dispensary license application evaluation* to the Board for approval.

R-2022-0020 Ms. Marchal moved to approve rules *OAC Rule 3796:6-2-01- Requests for application to operate medical marijuana dispensaries*, *OAC Rule 3796:6-2-02- Applications to operate medical marijuana dispensaries*, *OAC Rule 3796:6-2-04- Medical marijuana dispensary license application evaluation* for filing with JCARR. The motion was seconded by Ms. Rudell and approved by the Board: Yes-6, No-0.

9:30 a.m. Ms. Maerten-Moore presented amendments to rules *OAC Rule 3796:6-3-01 - Dispensary operations generally*, *OAC Rule 3796:6-3-02 - Dispensary premises generally*, *OAC Rule 3796:6-3-08 - Dispensing of medical marijuana*, *OAC Rule 3796:6-3-11- Duty to report*, *OAC Rule 3796:6-4-03 - Grounds for discipline*, *OAC Rule 3796:7-1-01 - Definitions*, and *OAC Rule 3796:7-2-05 - Assignment of a product identifier* to the Board for approval.

R-2022-0021 Mr. Wilt moved to approve rules *OAC Rule 3796:6-3-01 - Dispensary operations generally*, *OAC Rule 3796:6-3-02 - Dispensary premises*

generally, OAC Rule 3796:6-3-08 - Dispensing of medical marijuana, OAC Rule 3796:6-3-11- Duty to report, OAC Rule 3796:6-4-03 - Grounds for discipline, OAC Rule 3796:7-1-01 - Definitions, and OAC Rule 3796:7-2-05 - Assignment of a product identifier for filing with JCARR. The motion was seconded by Ms. Rudell and approved by the Board: Yes-6, No-0.

R-2022-0022

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on March 26, 2021, in the matter of **Choice Pharmacy, Columbus, Ohio.**

R-2022-0023

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on March 26, 2021, in the matter of **Tri-County Regional Jail, Mechanicsburg, Ohio.**

R-2022-0024

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on June 3, 2021, in the matter of **Midwest Rx Group LLC Family Care Pharmacy, Archbold, Ohio.**

R-2022-0025

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on April 27, 2021, in the matter of **Christy Cavender, Dayton, Ohio.**

R-2022-0026

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on January 4, 2021, in the matter of **Kim Hafner, Youngstown, Ohio.**

R-2022-0027

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

**IN THE MATTER OF:
Case No. A-2021-0224**

Katherine Wells
License No. 09-303623
33 Fair Avenue
Delaware, OH 43015

**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 Katherine Wells, for the purpose of resolving all issues between the parties relating to the theft of

controlled substances. Together, the Board and Katherine Wells 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. Katherine Wells is an Ohio-registered certified pharmacy technician under suspended registration number 09-303623.

FACTS

1. The Board initiated an investigation of Katherine Wells, certified pharmacy technician, registration number 09-303623, related to Katherine Wells' theft of dangerous drugs.
2. On or about June 7, 2021, the Board sent a Summary Suspension/ Notice of Opportunity for Hearing to Katherine Wells, 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. Katherine Wells neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 7, 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. **KATHERINE WELLS PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A REGISTERED PHARMACY TECHNICIAN, REGISTRATION NO. 09-303623, WITH DISCIPLINE PENDING.**

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

R-2022-0028

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

**IN THE MATTER OF:
Case No. A-2021-0229
I-2020-1763
I-2021-0181**

Scott Gabrish

SURRENDERED License No. 03-129881

4753 Coolbrook Drive
Hilliard, OH 43026

**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 Scott Gabrish, for the purpose of resolving all issues between the parties relating to practicing pharmacy while under the influence of alcohol and additional evidence/reason to believe that Scott Gabrish is unable to practice pharmacy with requisite judgment, skill, competence, or safety to the public without undergoing appropriate treatment. Together, the Board and Scott Gabrish 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Scott Gabrish is an Ohio-licensed pharmacist under license number 03-129881.

FACTS

1. The Board initiated an investigation of Scott Gabrish, Ohio-licensed pharmacist, license number 03-129881, related to Scott Gabrish's practicing pharmacy while under the influence of alcohol and additional evidence/reason to believe that Scott Gabrish is unable to practice pharmacy with requisite judgment, skill, competence, or safety to the public without undergoing appropriate treatment.
2. On or about June 8, 2021, the parties entered into a settlement agreement. Scott Gabrish requested to surrender his Ohio pharmacist license in lieu of any formal notice of opportunity for hearing.

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. The Board agrees to accept, in lieu of any formal notice of opportunity for hearing, Scott Gabrish's voluntary surrender to the State of Ohio Board of Pharmacy, his License No. 03-129881.
 3. **SCOTT GABRISH VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AS A PHARMACIST, LICENSE NO. 03-129881, WITH DISCIPLINE PENDING.**
 4. **The Board agrees to not take any further disciplinary action or institute additional administrative proceedings against Scott Gabrish's license to practice pharmacy.**
 5. **Scott Gabrish agrees to not petition for reinstatement, or submit an application, including a renewal or reinstatement application, 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 until the following conditions have been met:**
 - a. **Completed in-patient treatment for substance use disorder;**
 - b. **Complied with any follow-up recommendations such as intensive outpatient treatment; and**
 - c. **Can provide a mental health assessment from a licensed physician and/or Chemical Dependency Counselor indicating he is no longer impaired and can safely return to the practice of pharmacy with the requisite judgement, skill, competence, and safety to the public.**
1. In addition to the completion of a treatment program and the other items set forth in Term 5, Scott Gabrish must present proof of the following in any petition for reinstatement:
 - a. Scott Gabrish must enter into and adhere to the terms of a new contract, signed within thirty days after the effective date of this Agreement, 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. Scott Gabrish shall also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services

(ODMHAS) treatment provider. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Agreement and may toll the length of time required per this Agreement before Scott Gabrish may petition for reinstatement or apply for a license or registration. The monitoring contract must provide that:

- i. Random, observed urine drug screens shall be conducted at least once each month.
 - ii. 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.
 - iii. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.
 - iv. 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.
 - v. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Scott Gabrish 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.
- b. 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.
 - i. 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.
 - ii. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
 - c. Scott Gabrish shall not refuse an employer provided drug or alcohol screen.
 - d. In order to reapply for licensure or registration for any license or registration over which the Board has jurisdiction, Scott Gabrish must first demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing alcohol or drugs or impaired

physically or mentally to such a degree as to render him unfit to practice pharmacy.

- e. Scott Gabrish must provide, in the reinstatement petition, documentation of the following:
 - i. Compliance with the contracts 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.);
 - ii. Compliance with the continuing pharmacy education requirements set forth in Chapter 4729:1-5 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - iii. Compliance with the terms of this Agreement.
 - f. If Scott Gabrish's employment is related to the practice of pharmacy, Scott Gabrish must notify his employer of the terms of this Agreement.
 - g. If reinstatement is not accomplished within **three years** of the effective date of this Agreement, Scott Gabrish must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
- 2. Upon submission of a petition for reinstatement, Scott Gabrish agrees to come before the Board and/or Probation Committee upon request, for review of his treatment and recovery documents.
 - 3. If the Board approves the reinstatement of Scott Gabrish's license to practice pharmacy, Scott Gabrish agrees to submit the required renewal or reinstatement application along with applicable licensing fees.
 - 4. Scott Gabrish agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 - 5. Scott Gabrish understands that he has the right to be represented by counsel for review and execution of this agreement.
 - 6. Scott Gabrish 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 an application for a reinstated license.

7. Scott Gabrish 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-2022-0029

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

**IN THE MATTER OF:
CASE No. A-2020-0458
501-2900**

**Advanced Health and Wellness Center of Ohio, LLC
License No. 02-2554700
DBA Brecksville Physical Medicine
c/o James Yankee
8930 Brecksville Road
Brecksville, Ohio 44141**

**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 Health and Wellness Center of Ohio, LLC, DBA Brecksville Physical Medicine (Brecksville Physical Medicine) 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 Brecksville Physical Medicine 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. Brecksville Physical Medicine is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2554700.

FACTS

1. The Board initiated an investigation of Brecksville Physical Medicine, Terminal Distributor of Dangerous Drugs license number 02-2554700, related to Brecksville Physical Medicine's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 23, 2021 the Board sent a Notice of Opportunity for Hearing to Brecksville Physical Medicine, 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. Brecksville Physical Medicine neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 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. Brecksville Physical Medicine agrees to pay to the Board a monetary penalty the amount of \$2,750.00. 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. Brecksville Physical Medicine 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. Brecksville Physical Medicine 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 Brecksville Physical Medicine 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 Brecksville Physical Medicine by the Board and will NOT discharge Brecksville Physical Medicine from any obligation under the terms of this Agreement.

6. Brecksville Physical Medicine agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Brecksville Physical Medicine 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 Brecksville Physical Medicine will operate.
9. Brecksville Physical Medicine 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-2022-0030

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

**IN THE MATTER OF:
CASE No. A-2020-0258
I-2019-0961**

**Sylvania Internal Medicine
License No. 02-2067100
c/o Mounir Elkhatib**

4126 N. Holland Sylvania Road
Toledo, Ohio 43623

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Sylvania Internal Medicine for the purpose of resolving all issues between the parties relating to the Board investigation of an illegal purchase of dangerous drugs while operating without a Board-issued license. Together, the Board and Sylvania Internal Medicine 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. Sylvania Internal Medicine is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2067100.

FACTS

1. The Board initiated an investigation of Sylvania Internal Medicine, Terminal Distributor of Dangerous Drugs license number 02-2067100, related to Sylvania Internal Medicine's illegal purchase of dangerous drugs while operating without a Board-issued license.
2. On or about May 4, 2021 the Board sent a Notice of Opportunity for Hearing to Sylvania Internal Medicine, 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. Sylvania Internal Medicine neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 4, 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. Sylvania Internal Medicine 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. Sylvania Internal Medicine 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. Sylvania Internal Medicine 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 Sylvania Internal Medicine 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 Sylvania Internal Medicine by the Board and will NOT discharge Sylvania Internal Medicine from any obligation under the terms of this Agreement.
6. Sylvania Internal Medicine agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Sylvania Internal Medicine 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 Sylvania Internal Medicine will operate.
9. Sylvania Internal Medicine 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-2022-0031

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

**IN THE MATTER OF:
CASE No. A-2020-0701
I-2020-1341-A**

**Pill Box Pharmacy
License No. 02-0402850**
c/o Robert Westbrook, RPh
1400 W. Ohio Pike
Amelia, Ohio 45102

**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 Pill Box Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of a pharmacy employee performing pharmacy technician duties without obtaining Board-issued registration. Together, the Board and Pill Box 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. Pill Box Pharmacy, located at 1400 W. Ohio Pike, Amelia, Ohio, has an active TDDD license with the Board under license number 02-0402850, which lists Robert Westbrook, RPh as the Responsible Person and owner.

FACTS

1. The Board initiated an investigation of Pill Box Pharmacy, TDDD license number 02-0402850, related to a pharmacy employee performing pharmacy technician duties without obtaining Board-issued registration.

2. On or about December 14, 2020, the Board sent a Notice of Opportunity for Hearing to Pill Box 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.
3. On or about January 11, 2021, Pill Box Pharmacy, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for April 19, 2021 and continued to July 13, 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. Pill Box Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 14, 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. Pill Box Pharmacy 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. Pill Box 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. Pill Box 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 Pill Box 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 Pill Box Pharmacy by the Board and will NOT discharge Pill Box Pharmacy from any obligation under the terms of this Agreement.

6. Pill Box 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. Pill Box 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 Pill Box Pharmacy will operate.
9. Pill Box Pharmacy expressly waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, specifically withdraws its request for a hearing, 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-2022-0032

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

**IN THE MATTER OF:
Case No. A-2020-0702
I-2020-1341-B**

**Robert Westbrook, RPh
License No. 03-309330
1400 W. Ohio Pike
Amelia, Ohio 45102**

**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 Robert Westbrook, for the purpose

of resolving all issues between the parties relating the Board investigation of an employee performing pharmacy technician duties at Pill Box Pharmacy without obtaining Board-issued registration. Together, the Board and Robert Westbrook 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 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Robert Westbrook is a licensed pharmacist in the state of Ohio under license number 03-309330, who is listed as the Responsible Person and owner of Pill Box Pharmacy, located at 1400 W. Ohio Pike, Amelia, Ohio.

FACTS

1. The Board initiated an investigation of Robert Westbrook, pharmacist license number 03-309330, and Pill Box Pharmacy, an employee of Pill Box Pharmacy performing duties of a pharmacy technician without obtaining Board-issued registration.
2. On or about December 14, 2020, the Board sent a Notice of Opportunity for Hearing to Robert Westbrook, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about January 11, 2021, Robert Westbrook, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for April 19, 2021 and continued to July 13, 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. Robert Westbrook neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 14, 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. Robert Westbrook must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. Additionally, Robert Westbrook must complete the Responsible Person Roundtable, a total of one hour (0.1 CEU). The 0.6 CEUs must be completed within 180 days from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
4. Robert Westbrook 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.
5. Robert Westbrook agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Robert Westbrook understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Robert Westbrook 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.
8. Robert Westbrook expressly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0033

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

IN THE MATTER OF:

Case No. A-2020-0643

Vincent Rhoden
License No. 06-016400
9218 Lake Ridge Drive
Lewis Center, OH 43035

**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 Vincent Rhoden (Respondent) for the purpose of resolving all issues between the parties relating to the Board investigation of Respondent's self-disclosure of a misdemeanor criminal conviction. Together, the Board and Vincent Rhoden 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. Vincent Rhoden is a licensed pharmacy intern in the State of Ohio under license number 06-016400.

FACTS

1. The Board initiated an investigation of Vincent Rhoden's pharmacy intern license, number 06-016400, related to his self-disclosure of a misdemeanor criminal conviction.
2. On or about January 7, 2021, the Board sent a Notice of Opportunity for Hearing to Vincent Rhoden 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. Vincent Rhoden neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 7, 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. Vincent Rhoden agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Vincent Rhoden's license record and must be paid no later than 30 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
 4. Vincent Rhoden must obtain, within 6 months from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs), which may not also be used for license renewal. At least a portion of the 6 hours must include a human trafficking course. Either of the following courses are sufficient:
 - a. State of Ohio Human Trafficking Task Force online training: <https://www.apps.das.ohio.gov/HT/>
 - b. National Human Trafficking Training and Technical Assistance Center SOAR for Health Care module: <https://nhttac.acf.hhs.gov/soar/soar-for-individuals/soar-online>
- Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
3. Vincent Rhoden agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 4. Vincent Rhoden understands that he has the right to be represented by counsel for review and execution of this agreement.
 5. Vincent Rhoden 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.
 6. Vincent Rhoden waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

R-2022-0034

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

**IN THE MATTER OF:
CASE NO. A-2021-0118
I-2020-1644**

**Rite Aid Pharmacy #2397
License No. 02-0366400
c/o Brad Long, RPh
419 Claremont Ave.
Ashland, Ohio 44805**

**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 Rite Aid #2397, for the purpose of resolving all issues between the parties relating to the Board investigation of Rite Aid Pharmacy #2397 failing to properly secure and monitor its drug stock. Together, the Board and Rite Aid Pharmacy #2397 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. Rite Aid Pharmacy #2397, located at 419 Claremont Ave., Ashland, Ohio, has an active TDDD license with the Board under license number 02-0366400, which lists Brad Long, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of Rite Aid Pharmacy #2397, TDDD license number 02-0366400, related to Rite Aid Pharmacy #2397 failing to properly secure and monitor its drug stock.
2. On or about June 4, 2021, the Board sent a Notice of Opportunity for Hearing to Rite Aid Pharmacy #2397, 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 Agreement as though fully set forth herein.
2. Rite Aid Pharmacy #2397 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 4, 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. Rite Aid Pharmacy #2397 agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Rite Aid #2397's 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. Rite Aid Pharmacy #2397 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. Rite Aid Pharmacy #2397 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 Rite Aid Pharmacy #2397 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 Rite Aid Pharmacy #2397 by the Board and will NOT discharge Rite Aid Pharmacy #2397 from any obligation under the terms of this Agreement.

6. Rite Aid Pharmacy #2397 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Rite Aid Pharmacy #2397 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 Rite Aid Pharmacy #2397 will operate.
9. Rite Aid Pharmacy #2397 expressly 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-2022-0035

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

**IN THE MATTER OF:
CASE No. A-2020-0409
I-2020-0498**

Crestmont Nursing Home North CORP DBA Crestmont North
License No. 02-74000184
c/o Jayantilal Bhimani, MD
13330 Detroit Ave.
Lakewood, OH 44107

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 Crestmont Nursing Home North CORP DBA Crestmont North (Crestmont North) 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 Crestmont North 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. Crestmont North is a licensed Terminal Distributor of Dangerous Drugs under license number 02-74000184.

FACTS

1. The Board initiated an investigation of Crestmont North, Terminal Distributor of Dangerous Drugs license number 02-74000184, related to Crestmont North's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about April 20, 2021 the Board sent a Notice of Opportunity for Hearing to Crestmont North 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. Crestmont North neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 20, 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. Crestmont North agrees to pay to the Board a monetary penalty the amount of \$2,600.00. 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. Crestmont North 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. Crestmont North 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 Crestmont North 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 Crestmont North by the Board and will NOT discharge Crestmont North from any obligation under the terms of this Agreement.
6. Crestmont North agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Crestmont North 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 Crestmont North will operate.
9. Crestmont North 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-2022-0036

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

**IN THE MATTER OF:
CASE No. A-2020-0408
I-2020-0497**

**MYOCARE NURSING HOME INC.
DBA Westpark Neurology and Rehabilitation Care Center
License No. 02-74000183
c/o Jayantilal Bhimani, MD
4401 West 150th Street
Cleveland, Ohio 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 MYOCARE NURSING HOME INC. DBA Westpark Neurology and Rehabilitation Care Center (Westpark Neurology) 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 Westpark Neurology 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. Westpark Neurology is a licensed Terminal Distributor of Dangerous Drugs under license number 02-74000183.

FACTS

1. The Board initiated an investigation of Westpark Neurology and Rehabilitation Care Center, Terminal Distributor of Dangerous Drugs license number 02-74000183, related to Westpark Neurology and Rehabilitation Care Center's illegal purchases of medical oxygen while operating without a Board-issued license.

2. On or about April 20, 2021 the Board sent a Notice of Opportunity for Hearing to Westpark Neurology, 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. Westpark Neurology neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 20, 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. Westpark Neurology agrees to pay to the Board a monetary penalty the amount of \$2850.00. 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. Westpark Neurology 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. Westpark Neurology 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 Westpark Neurology 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 Westpark Neurology and Rehabilitation by the Board and will NOT discharge Westpark Neurology from any obligation under the terms of this Agreement.

6. Westpark Neurology agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Westpark Neurology 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 Westpark Neurology will operate.
9. Westpark Neurology 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-2022-0037

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

**IN THE MATTER OF:
Case No. A-2020-0276**

Michele Hacker, RPh
Registration No. 03-216483
5272 Stallion Court
Liberty Township, OH 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 Michele Hacker, RPh (Respondent), for the purpose of resolving all issues between the parties relating to the Board investigation of Respondent having provided a pharmacy technician unsupervised access to the pharmacy at which Respondent was listed as the Responsible Person. Together, the Board and Respondent 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. Michele Hacker is a licensed pharmacist in the State of Ohio under license number 03-216483 and was previously listed as the Responsible Person for Coram CVS/Specialty Infusion Services (located at 4305 Mulhauser Road, Suite 1, Fairfield, OH 45014), until January 22, 2020.

FACTS

1. The Board initiated an investigation of Respondent, pharmacist license number 03-216483, related to her having provided a pharmacy technician unsupervised access to the pharmacy at which Respondent was listed as the Responsible Person.
2. On or about January 25, 2021, the Board sent a 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 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. Michele Hacker neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 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. The Board hereby imposes a written reprimand on Michele Hacker's pharmacist license, no. 03-216483.
4. Michele Hacker agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Michele Hacker's license record and must be paid no later than 30 days from the effective date of this Agreement. To pay this fine, login to www.license.ohio.gov and process the items in the cart.

5. Michele Hacker must obtain, within 6 months from the effective date of this Agreement, 20 hours of approved continuing pharmacy education (2.0 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
6. Michele Hacker agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Michele Hacker understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Michele Hacker 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. Michele Hacker explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

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

R-2022-0038

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

**IN THE MATTER OF:
CASE No. A-2020-0594
I-2020-0504**

**UPCP: Neurology
License No. 02-1587500**
c/o Norton Winer, MD
18599 Lake Shore #500
Cleveland, OH 44119

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 UPCP: Neurology 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 UPCP: Neurology 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. UPCP: Neurology is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1587500.

FACTS

1. The Board initiated an investigation of UPCP: Neurology, Terminal Distributor of Dangerous Drugs license number 02-1587500, related to UPCP: Neurology'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 UPCP: Neurology, 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. UPCP: Neurology 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. UPCP: Neurology 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. UPCP: Neurology 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. UPCP: Neurology 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 UPCP: Neurology 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 UPCP Neurology by the Board and will NOT discharge UPCP: Neurology from any obligation under the terms of this Agreement.
6. UPCP: Neurology agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. UPCP: Neurology 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 UPCP: Neurology will operate.
9. UPCP: Neurology 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-2022-0039

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

**IN THE MATTER OF:
Case No. A-2020-0414**

**Jerome Kussman, RPh
License No. 03-314257**
5022 Hurlingham Way
Cincinnati, OH 45244

**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 Jerome Kussman, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy intern with an expired Board-issued license. Together, the Board and Jerome Kussman 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. Jerome Kussman is a licensed pharmacist in the state of Ohio under license number 03-314257.
3. Jerome Kussman is the Responsible Person of Tri-Health Rehabilitation Hospital, located at 2155 Dana Avenue, Cincinnati, OH 45207.

FACTS

1. The Board initiated an investigation of Jerome Kussman, pharmacist license number 03-314257, and Tri-Health Rehabilitation Hospital, related to an employee of Tri-Health Rehabilitation Hospital performing duties of a pharmacy intern with an expired Board-issued license.

2. On or about May 24, 2021, the Board sent a Notice of Opportunity for Hearing to Jerome Kussman, 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. Jerome Kussman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Jerome Kussman agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Jerome Kussman'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. Jerome Kussman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Jerome Kussman understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Jerome Kussman 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. Jerome Kussman 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-2022-0040

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

**IN THE MATTER OF:
ASE No. A-2020-0041**

McKesson Medical-Surgical, Inc.
License No. 01-0828350
c/o Steven Robenolt
3500 Centerpoint Drive Ste. A
Urbancrest, OH 43123

**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., 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 McKesson Medical-Surgical, 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. McKesson Medical-Surgical, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 01-0828350.

FACTS

1. On or about October 9, 2019, the Board initiated an investigation of McKesson Medical-Surgical, Inc., Terminal Distributor of Dangerous Drugs license number 01-0828350.
2. On or about March 12, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson Medical-Surgical, 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. McKesson Medical-Surgical, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 12, 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 Medical-Surgical, Inc. 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 Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. McKesson Medical-Surgical, 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. McKesson Medical-Surgical, 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 McKesson Medical-Surgical, 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 McKesson Medical-Surgical, Inc. by the Board and will NOT discharge McKesson Medical-Surgical, Inc. from any obligation under the terms of this Agreement.

6. McKesson Medical-Surgical, 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. McKesson Medical-Surgical, 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 McKesson Medical-Surgical, Inc. will operate.
9. McKesson Medical-Surgical, Inc. 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-2022-0041

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

**IN THE MATTER OF:
CASE NO. A-2020-0552
I-2020-0764**

**McKesson Medical-Surgical
License No. 010828350**

c/o Steven Robenolt
3500-A Centerpoint Drive
Grove City, OH 43123

**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, 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 Medical-Surgical 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 Medical-Surgical, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 010828350, which lists Steven Robenolt, as the Responsible Person.

FACTS

1. The Board initiated an investigation of McKesson Medical-Surgical, Wholesaler Distributor of Dangerous Drugs License No. 010828350, related to McKesson Medical-Surgical illegal sales of dangerous drugs to an unlicensed entity.
2. On or about May 4, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson Medical-Surgical, 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 Medical-Surgical neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 4, 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 Medical-Surgical agrees to pay to the Board a monetary penalty in 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. McKesson Medical-Surgical Wholesale Distributor of Dangerous Drugs license will be issued subject to satisfactory completion of all application and inspection requirements and payment of the fine.
5. McKesson Medical-Surgical 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. McKesson Medical-Surgical 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 Medical-Surgical 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 Medical-Surgical by the Board and will NOT discharge McKesson Medical-Surgical from any obligation under the terms of this Agreement.
7. McKesson Medical-Surgical agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. McKesson Medical-Surgical 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 McKesson Medical-Surgical will operate.
10. McKesson Medical-Surgical 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.

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

R-2022-0042

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

**IN THE MATTER OF:
CASE NO. A-2020-0638
I-2020-1103**

**Corporate Services, Inc.
License No. 01-1956900**
c/o Susan Lichnerowicz
5855 Carbonmill Drive
South Bend, IN 46628

**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 Corporate Services, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of controlled substances to an unlicensed entity. Together, the Board and Corporate Services, 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. Corporate Services, Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1956900, which lists Susan Lichnerowicz, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Corporate Services, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-1956900, related to Corporate Services, Inc's illegal sales of controlled substances to an unlicensed entity.

2. On or about March 12, 2021, the Board sent a Notice of Opportunity for Hearing Corporate Services, 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. Corporate Services, Inc., neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 12, 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. Corporate Services, Inc., agrees to pay to the Board a monetary penalty in the amount of \$5,500.00. 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. Corporate Services, 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. Corporate Services, 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 Corporate Services, 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 Corporate Services, Inc., by the Board and will NOT discharge Corporate Services, Inc., from any obligation under the terms of this Agreement.

6. Corporate Services, 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. Corporate Services, 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 Corporate Services, Inc., will operate.
9. Corporate Services, 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-2022-0043

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

**IN THE MATTER OF:
CASE No. A-2020-0745**

**Cabell Huntington Hospital, Inc. Proctorville FMC
License No. 02-60000951**

c/o Steven Carter, RPh
7718 County Road 107
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 Cabell Huntington Hospital, Inc. Proctorville FMC (Cabell Huntington Hospital, Inc.) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an entity without an Ohio-issued license. The purchases were made while Cabell

Huntington Hospital was 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 02-60000951.

FACTS

1. The Board initiated an investigation of Cabell Huntington Hospital, Inc., Terminal Distributor of Dangerous Drugs license number 02-60000951, related to Cabell Huntington Hospital illegal purchases of dangerous drugs while operating without a Board-issued license. The purchases were made from an entity without an Ohio-issued license.
2. On or about March 31, 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.
3. On or about April 29, 2021, through counsel, David Amsbary, Cabell Huntington Hospital, Inc. timely requested an administrative hearing

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 31, 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. withdraws its request for hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
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-2022-0044

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

**IN THE MATTER OF:
Case No. A-2020-0469
501-2157**

Connie Howell
Registration No. 09-103002
7015 Gause Road
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 Connie Howell for the purpose of resolving all issues between the parties relating to the Board investigation of working at Schwieterman Pharmacy, located at 510 East Market Street, Celina, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Connie Howell 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. Connie Howell was a pharmacy technician trainee in the state of Ohio under registration number 09-103002.

FACTS

1. The Board initiated an investigation of Connie Howell, certified pharmacy technician registration number 09-314723, related to Connie Howell's working as a pharmacy technician at Schwieterman Pharmacy without maintaining a valid registration as a pharmacy technician.

2. On or about May 26, 2021 the Board sent a Notice of Opportunity for Hearing to Connie Howell 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. Connie Howell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Connie Howell agrees to pay to the OSBP 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. Connie Howell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Connie Howell understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Connie Howell 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. Connie Howell 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-2022-0045

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

**IN THE MATTER OF:
Case No. A-2019-0503**

Crystal Hubbard
Registration No. 09-315094
9373 Sheehan Road
Dayton, Ohio 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 Crystal Hubbard for the purpose of resolving all issues between the parties relating to the Board investigation of working at Genoa Healthcare, LLC, located at 3095 Kettering Boulevard, Moraine, Ohio without a valid registration as a pharmacy technician. Together, the Board and Crystal Hubbard 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. Crystal Hubbard is a certified pharmacy technician in the state of Ohio under registration number 09-315094.

FACTS

1. The Board initiated an investigation of Crystal Hubbard, certified pharmacy technician registration number 09-315094, related to Crystal Hubbard's working as a pharmacy technician at Genoa

Healthcare, LLC without maintaining a valid registration as a pharmacy technician.

2. On or about March 11, 2021 the Board sent a Notice of Opportunity for Hearing to Crystal Hubbard 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. Crystal Hubbard 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. Crystal Hubbard agrees to pay to the OSBP the amount of amount of \$250.00. 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. Crystal Hubbard agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Crystal Hubbard understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Crystal Hubbard 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. Crystal Hubbard 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-2022-0046

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

**IN THE MATTER OF:
Case No. A-2020-0412**

Kelsey Byers
License No. 06-016563
8213 Galbraith Pointe Lane, Apt. D
Cincinnati, OH 45231

**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 Kelsey Byers for the purpose of resolving all issues between the parties relating to the Board investigation of Kelsey Byers engaging in the practice of pharmacy during the time her pharmacy intern license was lapsed. Together, the Board and Kelsey Byers 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. Kelsey Byers is a licensed pharmacy intern in the State of Ohio under license number 06-016563.

FACTS

1. The Board initiated an investigation of Kelsey Byers's pharmacy intern license, number 06-016563, related to Kelsey Byers engaging

in the practice of pharmacy during the time Kelsey Byers's pharmacy intern license was lapsed.

2. On or about May 24, 2021, the Board sent a Notice of Opportunity for Hearing to Kelsey Byers 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. Kelsey Byers neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 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. Kelsey Byers agrees to pay the Board the amount of \$400.00. 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 \$200.00 and Kelsey Byers is only responsible for payment of \$200.00. This fine, \$200.00, 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. Kelsey Byers agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Kelsey Byers understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Kelsey Byers 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. Kelsey Byers 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-2022-0047

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

**IN THE MATTER OF:
CASE No. A-2019-0260**

**The Nord Center Pharmacy
License No. 02-2397550**

c/o Jesse M. McDonald, R.Ph.
6140 S. Broadway
Lorain, OH 44053

**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 Nord Center Pharmacy, 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 Nord Center 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. The Nord Center Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2397550.

FACTS

1. On or about December 19, 2018, the Board initiated an investigation of The Nord Center Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2397550.
2. On or about April 12, 2021, the Board sent a Notice of Opportunity for Hearing to The Nord Center 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. The Nord Center Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 12, 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 Nord Center Pharmacy agrees to pay to the Board a monetary penalty in the amount of \$4,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Nord Center 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. The Nord Center 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 The Nord Center 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 The Nord Center Pharmacy by the Board and will NOT discharge The Nord Center Pharmacy from any obligation under the terms of this Agreement.

6. The Nord Center 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. The Nord Center 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 The Nord Center Pharmacy will operate.
9. The Nord Center Pharmacy 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-2022-0048

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

**IN THE MATTER OF:
CASE NO. A-2021-0119
I-2020-1644**

**Brad Long, RPh
License No. 03-319811
781 Woodview Drive**

Ashland, Ohio 44805

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 Brad Long, for the purpose of resolving all issues between the parties relating to the Board investigation of Rite Aid Pharmacy #2397 failing to properly secure and monitor its drug stock. Together, the Board and Brad Long 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 4729.16 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Brad Long is a licensed pharmacist in the state of Ohio under license number 03-319811, who is listed as the Responsible Person for Rite Aid Pharmacy #2397, located at 419 Claremont Ave., Ashland, Ohio.

FACTS

1. The Board initiated an investigation of Brad Long, pharmacist license number 03-319811, and Rite Aid Pharmacy #2397, regarding Rite Aid Pharmacy #2397 failing to properly secure and monitor its drug stock.
3. On or about June 4, 2021, the Board sent a Notice of Opportunity for Hearing to Brad Long, 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 Agreement as though fully set forth herein.
2. Brad Long neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 4, 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. Brad Long must complete the Responsible Person Roundtable, a total of one hour (0.1 CEU), which may not also be used for license renewal. The CEU must be completed within 180 days from the effective date of this agreement. Copies of completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
4. Brad Long agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Brad Long's 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.
5. Brad Long agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Brad Long understands that he has the right to be represented by counsel for review and execution of this Agreement.
7. Brad Long 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.
8. Brad Long expressly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0049

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

**IN THE MATTERS OF:
Case No. I-2016-1961**

A-2019-0205**Ismail M. Abuhanieh, RPh
Surrendered License No. 03-124714**

8504 S. 31st Way
Phoenix, AZ 85042

**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 Ismail M. Abuhanieh, for the purpose of resolving all issues between the parties relating to conspiracy to obtain controlled substances by misrepresentation, fraud, forgery, deception, or subterfuge, and the resulting criminal convictions. Together, the Board and Ismail M. Abuhanieh 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Ismail Abuhanieh was an Ohio-licensed pharmacist under now-surrendered license number 03-124714 and the co-owner of Dayton Pharmacy, TDDD license No. 02-1883900.

FACTS

1. The Board initiated an investigation of Dayton Pharmacy and Ismail Abuhanieh, pharmacist license number 03-124714, related to Ismail Abuhanieh's conspiracy to obtain controlled substances by misrepresentation, fraud, forgery, deception, or subterfuge, by and through Dayton Pharmacy, and the resulting criminal investigation.
2. On or about April 9, 2019, Ismail Abuhanieh was indicted in the United States District Court, Southern District of Ohio, Western Division, for conspiracy to commit and commission of violations of the Controlled Substances Act. On or about June 24, 2020, Ismail Abuhanieh pleaded guilty to Count 8 of the Indictment, Conspiracy to Obtain Controlled Substances by Misrepresentation, Fraud, Forgery, Deception, or Subterfuge, in violation of Title 21, United States Code, Section 846 and Title 21, United States Code, Sections 843(a)(3) and (d)(1). *United States vs. Ismail M. Abuhanieh*, Case No. 3:19-cr-00068(2).
3. On or about June 24, 2020, Ismail Abuhanieh was sentenced to the following terms, in part:

- a. Four months imprisonment, beginning on or after September 1, 2020;
- b. Forfeiture of Ohio Pharmacy License, license No. 03-124714;
- c. Forfeiture of D.E.A. registration/license;
- d. Upon release from incarceration, home confinement with a curfew for a period of two months;
- e. One-year Supervised Release, during which time Ismail Abuhanieh shall not maintain employment in the medical, pharmaceutical, or health care profession;
- f. Must not own, possess, use, or traffic in any controlled substance, firearm, or dangerous weapon; and
- g. 50 hours of community service.

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. The Board agrees to accept, in lieu of any formal notice of opportunity for hearing, Ismail Abuhanieh's voluntary surrender to the State of Ohio Board of Pharmacy, his License No. 03-124714.
- 3. ISMAIL ABUHANIEH PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AS A PHARMACIST, LICENSE NO. 03-124714, WITH DISCIPLINE PENDING.**
- 4. The Board agrees to not take any further disciplinary action or institute additional administrative proceedings against Ismail Abuhanieh's license to practice pharmacy.**
- 5. Ismail Abuhanieh agrees to not petition for reinstatement, or submit an application, including a renewal or reinstatement application, 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.**
6. Ismail Abuhanieh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Ismail Abuhanieh understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Ismail Abuhanieh 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.
9. Ismail Abuhanieh specifically waives his right to notice and 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-2022-0050

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

**IN THE MATTER OF:
Case No. A-2021-0147
501-4306**

**Medicine Shoppe #2000, LLC
License No. 02-32000072
c/o Amy Hargett, RPh
114 N. Main Street
Baltimore, Ohio 43105**

**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 Medicine Shoppe #2000, 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 Medicine Shoppe #2000, 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. Medicine Shoppe #2000, LLC has an active TDDD license with the Board under license number 02-32000072, which lists Amy Hargett, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation Medicine Shoppe #2000, LLC, TDDD license number 02-32000072, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about June 17, 2021, the Board sent a Notice of Opportunity for Hearing to Medicine Shoppe #2000, 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. Medicine Shoppe #2000, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 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. Medicine Shoppe #2000, LLC agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to Medicine Shoppe #2000, LLC's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Medicine Shoppe #2000, 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. Medicine Shoppe #2000, 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 Medicine Shoppe #2000, 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 Medicine Shoppe #2000, LLC by the Board and will NOT discharge Medicine Shoppe #2000, LLC from any obligation under the terms of this Agreement.
6. Medicine Shoppe #2000, 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. Medicine Shoppe #2000, 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 Medicine Shoppe #2000, LLC will operate.
9. Medicine Shoppe #2000, 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-2022-0051

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

**IN THE MATTER OF:
Case No. I-2021-0754**

Brian Heinlein
SURRENDERED Registration No. 09-107621
1990 Fountainview
Columbus, Ohio 43232

**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 Brian Heinlein, for the purpose of resolving all issues between the parties relating to leaving the pharmacy with controlled substances outside of the scope of his technician duties/without permission of his employer. Together, the Board and Brian Heinlein 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 registration issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Brian Heinlein is an Ohio-registered pharmacy technician trainee under suspended registration number 09-107621.

FACTS

1. The Board initiated an investigation of Brian Heinlein, pharmacy technician trainee, registration number 09-107621, related to Brian Heinlein's leaving the pharmacy with controlled substances outside of the scope of his technician duties/without permission of his employer.
2. During the course of the investigation, Brian Heinlein requested to surrender his pharmacy technician trainee registration.

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. **The Board agrees to accept, in lieu of any formal notice of opportunity for hearing, Brian Heinlein's voluntary surrender to the State of Ohio Board of Pharmacy, his registration no. 09-107621.**
3. **BRIAN HEINLEIN VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS REGISTRATION AS A PHARMACY TECHNICIAN TRAINEE, REGISTRATION NO. 09-107621, WITH DISCIPLINE PENDING.**
4. **Notwithstanding the surrender as outlined in term 3, Brian Heinlein agrees to only reapply for a 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, if he first provides satisfactory proof to the Board that he is no longer impaired physically or mentally to such a degree as to render him unfit to practice, pursuant to ORC 4729.96(C).**
5. **The Board agrees to accept a new application from Brian Heinlein for any license over which the Board has jurisdiction, as outlined in term 4, only if the application is accompanied by a complete evaluation and fitness for duty report by a treating physician. The report must be dated within 30 days of the date of the application and indicate that the ability to practice as a pharmacy technician of any type can be done with the requisite judgment, skill, competence, and safety to the public.**
6. Brian Heinlein agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Brian Heinlein understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Brian Heinlein agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Brian Heinlein waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

R-2022-0052

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

**IN THE MATTER OF:
Case No. A-2020-0688**

JJ Otting, LLC
PENDING License No. APP-000364956
c/o James Otting, MD
5085 Monroe Street
Toledo, OH 43623

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and JJ Otting, LLC (Respondent) for the purpose of resolving all issues between the parties relating to the Board's proposal to deny its application for a Terminal Distributor of Dangerous Drugs (TDDD) License with a Pain Management Clinic Classification (APP-000364956). Together, the Board and JJ Otting, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to ORC 4729.57 and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to ORC 4729.55 to practice as a TDDD in the State of Ohio.
2. On May 27, 2020, James Otting, MD, signed as the Responsible Person on an application for a TDDD License with a Pain Management Clinic classification on behalf of JJ Otting, LLC, license application no. APP-000364956.

FACTS

1. Pursuant to ORC 4729.57 and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to ORC 4729.54.
2. On or about December 22, 2020, the Board sent a Proposal to Deny/Notice of Opportunity for Hearing (Notice) to JJ Otting 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 January 25, 2021, JJ Otting, LLC timely requested an administrative hearing, which was subsequently scheduled for April 20, 2021 and then continued to July 14, 2021. In advance of the hearing, JJ Otting, LLC submitted a request for settlement to the Board.

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 Agreement as though fully set forth herein.
2. JJ Otting, LLC neither admits nor denies the allegations stated in the Notice dated December 22, 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. JJ Otting, LLC has completed all requested corrective actions related to the August 26, 2020, Board inspection, as described in the Notice.
4. The Board grants JJ Otting, LLC's TDDD license with pain management clinic classification (APP-00364956).
5. JJ Otting, LLC has terminated its relationship with Brandon Dais and Dais will not work for or assist JJ Otting, LLC in the future.
6. JJ Otting, LLC will undergo an additional inspection in conjunction with the issuance of its license, to be coordinated with the assigned Board Compliance staff. In the course of this inspection, JJ Otting, LLC will complete an updated prescriber list for submission to the Board.

7. JJ Otting, LLC agrees to pay to the Board a monetary penalty the amount of \$2,500.00. This fine will be attached to the license record and must be paid no later than 30 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
8. JJ Otting, 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.
9. JJ Otting, LLC agrees to comply with all federal and state requirements related to TDDs, 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 JJ Otting, 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 JJ Otting, LLC by the Board and will NOT discharge JJ Otting, LLC from any obligation under the terms of this Agreement.
10. JJ Otting, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. JJ Otting, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
12. 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 JJ Otting, LLC will operate.
13. JJ Otting, 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.
14. 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.
15. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
16. 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.

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

R-2022-0053

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

**IN THE MATTER OF:
CASE No. A-2020-0511
501-1727**

Companion Animal Hospital, Inc.
License No. 02-2774750
c/o Denise Burdett
12 St. Andrews Blvd.
Chillicothe, Ohio 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 Companion Animal Hospital, Inc. (Companion Animal Hospital) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Companion Animal Hospital 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. Companion Animal Hospital is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2774750.

FACTS

1. The Board initiated an investigation of Companion Animal Hospital, Terminal Distributor of Dangerous Drugs license number 02-2774750, related to Companion Animal Hospital's illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to Companion Animal Hospital, 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. Companion Animal Hospital 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. Companion Animal Hospital agrees to pay to the Board a monetary penalty the amount of \$4,750.00. 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. Companion Animal Hospital 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. Companion Animal Hospital 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 Companion Animal Hospital 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 Companion Animal Hospital by the Board and will NOT discharge Companion Animal Hospital from any obligation under the terms of this Agreement.
6. Companion Animal Hospital agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Companion Animal Hospital 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 Companion Animal Hospital will operate.
9. Companion Animal Hospital 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-2022-0054

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

**IN THE MATTER OF:
Case No. A-2020-0471
501-2157**

**Schwieterman Pharmacy
License No. 02-2625550
c/o Traci Lynn Rutledge, RPh
510 East Market Street
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 Schwieterman Pharmacy 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 maintaining appropriate registration with the Board. Together, the Board and Schwieterman Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Schwieterman Pharmacy has an active TDDD license with the Board under license number 02-2625550, which lists Traci Lynn Rutledge, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Schwieterman Pharmacy, TDDD license number 02-2625550, related to an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about June 2, 2021, the Board sent a Notice of Opportunity for Hearing to Schwieterman 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. Schwieterman Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 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. Schwieterman Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to Schwieterman Pharmacy'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. Schwieterman 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. Schwieterman 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 Schwieterman 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 Schwieterman Pharmacy by the Board and will NOT discharge Schwieterman Pharmacy from any obligation under the terms of this Agreement.
6. Schwieterman 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. Schwieterman 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 Schwieterman Pharmacy will operate.
9. Schwieterman Pharmacy 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-2022-0055

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

IN THE MATTER OF:

**Case No. A-2020-0470
501-2157**

Traci Lynn Rutledge, RPh
License No. 03-319964
3949 State Route 707
Rockford, Ohio 45882

**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 Traci Lynn Rutledge, 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 Traci Lynn Rutledge 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. Traci Lynn Rutledge is a licensed pharmacist in the state of Ohio under license number 03-319964.
3. Traci Lynn Rutledge is the Responsible Person of Schwieterman Pharmacy, located at 510 East Market Street, Celina, Ohio.

FACTS

1. The Board initiated an investigation of Traci Lynn Rutledge, pharmacist license number 03-319964, and Schwieterman Pharmacy, related to an employee of Schwieterman Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about June 2, 2021, the Board sent a Notice of Opportunity for Hearing to Traci Lynn Rutledge, 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. Traci Lynn Rutledge neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 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. Traci Lynn Rutledge agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Traci Lynn Rutledge'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. Traci Lynn Rutledge agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 5. Traci Lynn Rutledge understands that she has the right to be represented by counsel for review and execution of this agreement.
 6. Traci Lynn Rutledge 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. Traci Lynn Rutledge 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-2022-0056

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

**IN THE MATTER OF:
Case No. A-2020-0387
I-2019-1201-C**

**Waynesville Pharmacy
License No. 02-0565750**
c/o Kenneth Fields, RPh
415 S. Main Street
Waynesville, OH 45068

**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 Waynesville Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing pharmacy technician duties without obtaining appropriate registration with the Board. Together, the Board and Waynesville 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. Waynesville Pharmacy, located at 415 S. Main Street, Waynesville, OH 45068, has an active TDDD license with the Board under license number 02-0565750, which lists Kenneth Fields, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of Waynesville Pharmacy, TDDD license number 02-0565750, regarding an employee performing pharmacy technician duties without obtaining appropriate registration with the Board.
2. On or about June 9, 2020, the Board sent a Notice of Opportunity for Hearing to Waynesville 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. Waynesville Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 9, 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. Waynesville Pharmacy 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 90 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. Waynesville 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. Waynesville 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 Waynesville 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 Waynesville Pharmacy by the Board and will NOT discharge Waynesville Pharmacy from any obligation under the terms of this Agreement.
6. Waynesville 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. Waynesville 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 Waynesville Pharmacy will operate.
9. Waynesville Pharmacy waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, specifically withdraws its request for a hearing, 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-2022-0057

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

**IN THE MATTER OF:
Case No. A-2020-0386
I-2019-1201-B**

**Kenneth Fields, RPh
License No. 03-227862
415 S. Main Street
Waynesville, OH 45068**

**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 Kenneth Fields, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing pharmacy technician duties without obtaining appropriate registration with the Board and falsification. Together, the Board and Kenneth Fields 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 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Kenneth Fields is a licensed pharmacist in the state of Ohio under license number 03-227862, who is listed as the Responsible Person of Waynesville Pharmacy, 415 S. Main Street, Waynesville, OH 45068.

FACTS

1. The Board initiated an investigation of Kenneth Fields, pharmacist license number 03-227862 and Waynesville Pharmacy regarding an employee performing pharmacy technician duties without obtaining appropriate registration with the Board and falsification.
2. On or about June 9, 2020, the Board sent a Notice of Opportunity for Hearing to Kenneth Fields, 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. Kenneth Fields neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 9, 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. Kenneth Fields agrees to pay to the Board the amount of amount of \$500.00. 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. Kenneth Fields agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Kenneth Fields understands that he has the right to be represented by counsel for review and execution of this agreement.

6. Kenneth Fields 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. Kenneth Fields 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-2022-0058

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

**IN THE MATTER OF:
CASE NO. A-2019-0335
I-2019-0722; I-2019-0384**

**Midwest Veterinary Supply, Inc .
License No. 01-0726150
c/o Guy Flickinger
21467 Holyoke Avenue
Lakeville, MN 55044**

**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 Veterinary Supply, Inc., (Midwest Vet) 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 Midwest 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. Midwest Vet is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-0726150, which lists Guy Flickinger, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Midwest Vet Wholesaler Distributor of Dangerous Drugs License No. 01-0726150, related to Midwest Vet's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about February 26, 2021, the Board sent a Notice of Opportunity for Hearing to Midwest 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. Midwest Vet 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. Midwest Vet agrees to pay to the Board a monetary penalty in the amount of \$700.00. 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 Vet's Wholesale Distributor of Dangerous Drugs license will be issued subject to satisfactory completion of all application and inspection requirements and payment of the fine.
5. Midwest 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.

6. Midwest 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 Midwest 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 Midwest Vet by the Board and will NOT discharge Midwest Vet from any obligation under the terms of this Agreement.
7. Midwest Vet agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Midwest Vet 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 Midwest Vet will operate.
10. Midwest 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.
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.

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

R-2022-0059

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

IN THE MATTER OF:

**Case No. A-2021-0148
501-4306**

Amy Hargett, RPh
License No. 03-438905
711 N. Columbus Street Apt B
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 Amy Hargett, 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 Amy Hargett 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. Amy Hargett is a licensed pharmacist in the state of Ohio under license number 03-438905.
3. Amy Hargett is the Responsible Person of Medicine Shoppe #2000, LLC, located at 114 N. Main Street, Baltimore, Ohio.

FACTS

1. The Board initiated an investigation of Amy Hargett, pharmacist license number 03-438905, and Medicine Shoppe #2000, LLC, related to an employee of Medicine Shoppe #2000, LLC performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about June 17, 2021, the Board sent a Notice of Opportunity for Hearing to Amy Hargett, 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. Amy Hargett neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 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. Amy Hargett agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Amy Hargett's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Amy Hargett agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Amy Hargett understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Amy Hargett 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. Amy Hargett 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-2022-0060

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

**IN THE MATTER OF:
Case No. A-2020-0700**

Mark McGranahan, RPh
License No. 03-124466
1774 Nicole Lauren Lane
Hebron, KY 41048

**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 Mark McGranahan for the purpose of resolving all issues between the parties relating to the Board's investigation of Mark McGranahan's conduct while on-duty as a pharmacist on August 13, 2020. Together, the Board and Mark McGranahan are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to R.C. 4729.16(A)(1), the Board may impose any one or more of the following sanctions on a pharmacist if the Board finds the individual engaged in any of the conduct set forth in R.C. 4729.16(A)(2):
 - a. Revoke, suspend, restrict, limit, or refuse to grant or renew a license, R.C. 4729.16(A)(1)(a); and/or
 - b. Reprimand or place the license holder on probation, R.C. 4729.16(A)(1)(b); and/or
 - c. Impose a monetary penalty or forfeiture not to exceed in severity any penalty designated under the Revised Code for a similar offense or in the case of a violation of a section of the Revised Code that does not bear a penalty, impose a monetary penalty or forfeiture of not more than \$500, R.C. 4729.16(A)(1)(c).
2. Mark McGranahan is a licensed pharmacist in the State of Ohio under license number 03-124466.

FACTS

1. The Board initiated an investigation of Mark McGranahan, pharmacist license number 03-124466, related to his conduct while on-duty as a pharmacist on May 16, 2020.

2. On or about June 25, 2021, the Board sent a Notice of Opportunity for Hearing to Mark McGranahan, 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. Mark McGranahan neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 1, 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 Board hereby imposes a written reprimand on Mark McGranahan's license number 03-124466.
4. Mark McGranahan agrees to attend psychotherapy from an appropriately credentialed and licensed mental health provider on a regular basis for at least two years from the date of this agreement in order to seek therapeutic intervention to address anger management issues, problems related to traumatic stress, emotional expression, and interpersonal problem solving. Upon completion of the two-year term, Mark McGranahan waives all confidentiality and, authorizes the mental health provider to submit a written report to the Board evaluating whether he remains able to practice pharmacy in the State of Ohio with the requisite judgment, skill, competence, and safety to the public, as required by Ohio Revised Code 4729.16(E) and/or Ohio Administrative Code 4729:4-1-01(B).
5. Mark McGranahan understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Mark McGranahan waives an opportunity to be heard pursuant to R.C. Chapter 119. and waives any right to an appeal.
7. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. All parties to this Agreement understand that this document is a public record pursuant to R.C. 149.43.
9. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
10. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0061

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

**IN THE MATTER OF:
CASE No. A-2021-0089
501-2119**

**Oliver Mobile Veterinary Services, LLC
License No. 02-2707350
c/o Alison Oliver
2919 Scott Road
Swanton, Ohio 43558**

**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 Oliver Mobile Veterinary Services, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Oliver Mobile Veterinary Services, 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. Oliver Mobile Veterinary Services, LLC, is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2707350.

FACTS

1. The Board initiated an investigation of Oliver Mobile Veterinary Services, LLC, Terminal Distributor of Dangerous Drugs license number 02-2707350, related to Oliver Mobile Veterinary Services, LLC's, illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.

2. On or about June 22, 2021 the Board sent a Notice of Opportunity for Hearing to Oliver Mobile Veterinary Services, 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. Oliver Mobile Veterinary Services, LLC, neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 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. Oliver Mobile Veterinary Services, LLC, agrees to pay to the Board a monetary penalty the amount of \$4,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Oliver Mobile Veterinary Services, 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. Oliver Mobile Veterinary Services, 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 Oliver Mobile Veterinary Services, 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 Oliver Mobile Veterinary Services, LLC, by the Board and will NOT discharge Oliver Mobile Veterinary Services, LLC, from any obligation under the terms of this Agreement.

6. Oliver Mobile Veterinary Services, 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. Oliver Mobile Veterinary Services, 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 Oliver Mobile Veterinary Services, LLC, will operate.
9. Oliver Mobile Veterinary Services, 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.

R-2022-0062

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

**IN THE MATTER OF:
CASE No. A-2019-0243
500-9253**

**Aurora Manor
License No. 02-2443800**
c/o Bridget Twigger
101 S. Bissell
Aurora, Ohio 44202

**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 Aurora 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 Aurora 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. Aurora Manor is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2443800.

FACTS

1. The Board initiated an investigation of Aurora Manor, Terminal Distributor of Dangerous Drugs license number 02-2443800, related to Aurora 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 Aurora 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. Aurora 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. Aurora Manor 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. Aurora 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. Aurora 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 Aurora 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 Aurora Manor by the Board and will NOT discharge Aurora Manor from any obligation under the terms of this Agreement.
6. Aurora 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. Aurora 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 Aurora Manor will operate.
9. Aurora 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-2022-0063

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

IN THE MATTER OF:

**Case No. A-2020-0402
I-2020-0073**

**Reem Ali Mansour, RPh
License No. 06-014295**

P.O. Box 12619
Toledo, OH 43606

**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 Reem Ali Mansour for the purpose of resolving all issues between the parties relating to the Board investigation of Reem Ali Mansour engaging in the practice of pharmacy as a pharmacy technician after her pharmacy intern license expired and she did not obtain any other Board-issued license or registration. Together, the Board and Reem Ali Mansour 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. Reem Ali Mansour is a licensed pharmacist in the State of Ohio under license number 03-440270 and was a licensed pharmacy intern under license number 06-014295.

FACTS

1. The Board initiated an investigation of Reem Ali Mansour engaging in the practice of pharmacy as a pharmacy technician after her pharmacy intern license expired and she did not obtain any other Board-issued license or registration.
2. On or about June 23, 2021, the Board sent a Notice of Opportunity for Hearing to Reem Ali Mansour 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. Reem Ali Mansour neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 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. Reem Ali Mansour agrees to pay the Board the amount of \$5,900.00. 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 \$2,950.00 and Reem Ali Mansour is only responsible for payment of \$2,950.00. This fine, \$2,950.00, 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. Reem Ali Mansour agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Reem Ali Mansour understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Reem Ali Mansour 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. Reem Ali Mansour 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-2022-0064

Mr. Wilt moved that the **June 7-9, 2021, Board Meeting Minutes** be approved, **with corrections as identified**. The motion was seconded by Ms. Marchal and approved by the Board: Yes-6, No-0.

R-2022-0065

Mr. Wilt moved that the **June 29, 2021, Conference Call Meeting Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and approved by the Board: Yes-6, No-0.

R-2022-0066

After votes were taken in public session, the Board adopted the following Order in the Matter of **Elizabeth Lauer, Fremont, 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-2020-0772)

In the Matter of Elizabeth Lauer:

Elizabeth Lauer, Pharmacy Technician Trainee Applicant

423 6th Street

Fremont, OH 43420

Pending Registration No. APP-000331049

INTRODUCTION

A Proposal to Deny/Notice of Opportunity for Hearing (Notice) was issued by the Board on February 17, 2021. The Matter of Elizabeth Lauer came for hearing before Hearing Examiner Robert Angell on April 14, 2021. Ms. Lauer appeared *pro se* and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via certified mail, return receipt requested, on or about May 24, 2021. A courtesy copy was also issued to Respondent via email that day. On or about June 16, 2021, 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 C.G.'s address of record on June 29, 2021. It was not returned for failure of delivery. Respondent submitted written objections, via email, on May 24, 2021. The matter subsequently came for consideration by the Board on July 13, 2021, before the following members: Rich Miller,

RPh, *Presiding*; Shawn Wilt, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; and Jennifer Rudell, RPh.

Joshua M. Cox, RPh; Absent.

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 16, Respondent's Exhibit, the hearing transcript, and Hearing Examiner Angell's Report and Recommendation, and Respondent's email to the Board, dated May 24, 2021.

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 February 17, 2021, as set forth in the Report and Recommendation, with the following modifications to accurately reflect the procedural history of this matter:

- In Paragraph (3) in Findings of Fact, strike the last sentence, "Ms. Lauer failed to disclose these convictions in her application."
- In Paragraph (4) in Findings of Fact, strike, "The parties appeared, though counsel..." and replace with, "The Board appeared, through counsel, and Ms. Lauer appeared pro se..."
- In Paragraph 6 in Findings of Fact, strike, "of the Medical Marijuana Program..." and replace with, "of the Board..."

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 as discussed below:

- The Board finds the conduct violates Ohio Revised Code 4729.96(A)(2)(b) and Ohio Administrative Code 4729:3-4-01(C)(9), as alleged in the Notice of Opportunity for Hearing;
- The Board finds the conduct violates Ohio Revised Code 4729.96(A)(2)(c), as alleged in the Notice of Opportunity for Hearing;
- The Board finds the conduct violates Ohio Administrative Code 4729:3-4-01(C)(2), as alleged in the Notice of Opportunity for Hearing.

In Ohio, for pharmacy technicians (certified, registered, and trainees), "unprofessional conduct" is defined as the following: 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. Ohio Adm.Code 4729:3-4-01(A)(2). Pursuant to Ohio Adm.Code 4729:3-4-01(C)(9), "the Board may impose [discipline] if the Board finds a pharmacy technician trainee, registered pharmacy technician, certified pharmacy technician or applicant for such registration...engaged in dishonesty or unprofessional conduct." Here, the Board finds that, as an applicant for a pharmacy technician trainee, respondent's criminal history, and especially her history of five convictions for Operating a Motor Vehicle while Intoxicated from 2009 through 2019 constitutes conduct that was detrimental to the best interests of the public. Because Ohio Adm.Code 4729:3-4-01 allows the Board to consider conduct by applicants, the Board finds and concludes that respondent violated Ohio Adm.Code 4729:3-4-01(C)(9). Further, because ORC 4729.96(A)(2)(b) allows the Board to impose sanctions (including refusal to grant a registration) on pharmacy technician trainees if the individual engaged in "...unprofessional conduct, as prescribed in rules adopted by the Board...", the Board finds and concludes that respondent violated ORC 4729.96(A)(2)(b) for the same reasons.

Next, ORC 4729.96(A)(2)(c) allows the Board to impose sanctions if it finds that an individual is addicted to or abusing alcohol or drugs or impaired physically or mentally to such a degree as to render the individual unable to perform the individual's duties. The hearing examiner noted in the Report and Recommendation that, when asked if she has a problem with alcohol, respondent stated, "I did." Further, she noted that, during her incarceration for her 2019 Operating a Motor Vehicle while Impaired conviction, she was diagnosed with, among other things, alcoholism, and that she took advantage of the facility's substance-abuse counseling. She also noted June 3, 2019, as her sobriety date (after having "slipped up" and drinking a toast at a party) and that she had attended "a couple of classes" of an Alcoholics Anonymous 12-step program. See Report and Recommendation page 5. Given respondent's criminal history, coupled with her statements listed above, the Board finds and concludes that respondent violated ORC 4729.96(A)(2)(c).

Finally, regarding Ohio Adm.Code 4729:3-4-01(C)(2), in the Findings of Fact, the hearing examiner found that respondent had nine criminal convictions, as they are listed in the Notice of Opportunity for Hearing. Such convictions illustrate that respondent "violated any state or federal law or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired registration." See Ohio Adm.Code 4729:3-4-01(C)(2). As such, the Board finds and concludes that respondent violated Ohio Adm.Code 4729:3-4-01(C)(2).

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 the Hearing Examiner recommendation.

The Board hereby denies Elizabeth Lauer's pharmacy technician trainee registration application, APP-000331049.

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 Chapters 3719., 3796., 4729. or 4752. of the Revised Code, for a period of at least twenty-four months from the date of this Order, as set forth in OAC 4729:3-1-01(U).

Respondent may only apply for a license or registration, as described above, if she provides 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, to include at minimum, unless otherwise approved by the Board:

- a. Successful completion of a Board-approved or court-ordered treatment program; and
- b. Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.

Ms. Marchal moved to confirm, approve, and adopt Hearing Examiner Angell's Findings of Facts, as set forth in the Report and Recommendation, with the above modifications. Mr. Goodman seconded the motion. Motion passed (Yes-6/No-0).

Ms. Rudell moved to confirm, approve, and adopt Hearing Examiner Angell's Violation of Law, as set forth in the Report and Recommendation, with the above modifications. Mr. Wilt seconded the motion. Motion passed (Yes-6/No-0).

Mr. Wilt moved to confirm, approve, and adopt Hearing Examiner Angell's recommendation to deny Ms. Lauer's application for registration as a pharmacy technician trainee, as set forth in the Report and Recommendation. Ms. Marchal seconded the motion. Motion passed (Yes-6/No-0).

The Board further orders that the record in this matter be sealed with respect to all confidential patient health information contained in the record, and specifically Respondent's exhibit and May 24, 2021, objection.

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

SO ORDERED.

R-2022-0067

Ms. Marchal moved that the **June 9, 2021, Probation Committee Meeting Minutes** be approved, **as written**. The motion was seconded by Mr. Wilt and approved by the Board: Yes-6, No-0.

R-2022-0068

Mr. Wilt moved to approve a 3% increase in compensation to the Executive Director Steven Schierholt for the pay period that includes July 1, 2021, subject to approval of the Governor's Office. The motion was seconded by Ms. Rudell and approved by the Board: Yes-6, No-0.

R-2022-0069

Ms. Buettner moved to Adjourn the July 2021 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Ms. Marchal and approved by the Board: Yes-6, No-0.

9:45 a.m.

The Board Meeting Adjourned.



Rich Miller, RPh, President

Date: 08.09.2021



Steven W. Schierholt, Executive Director

Date: 08.09.2021