



MINUTES OF THE AUGUST 9, 2021
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, August 9, 2021

10:04 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*; Shawn C. Wilt, RPh, *Vice President*; Trina L. Buettner, RPh; Joshua M. Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; and Megan Marchal, RPh.

Also present were Steven Schierholt, *Executive Director*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrative Assistant*; Justin Sheridan, *Senior Legal Counsel*; and Michelle Siba, *Senior Legal Counsel*.

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 **Kenneth Smith, Olmsted Twp., Ohio.**

R-2022-0074 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 Mr. Goodman and a roll-call vote was conducted by President Miller as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; and Wilt-yes.

11:09 a.m. The deliberation ended and the hearing was opened to the public.

R-2022-0075 After votes were taken in public session, the Board adopted the following order in the Matter of **Kenneth Smith, Olmsted Twp., Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0430)

In The Matter Of:

Kenneth Smith
7176 Timber Lane
Olmsted Twp., Ohio 44138
License No. 03-215433

INTRODUCTION

The Matter of Kenneth Smith came for hearing on August 9, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; and Shawn Wilt, RPh.

Jennifer Rudell, RPh; Absent.

Kenneth Smith was represented by Bob Garrity. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. Kenneth Smith - Respondent

Respondent's Witnesses:

1. Kenneth Smith - Respondent
2. William Hipp

State's Exhibits:

1. Notice Letter
2. Board Order
3. Scheduling Order for Hearing

Respondent's Exhibits:

- A. PRO Contract and UDS results
- B. Chemical dependency treatment documentation
- C. 12 Step meeting attendance documentation
- D. Continuing Education log
- E. Letters of Support
- F. Letter of Support

G. UDS Result

FINDINGS OF FACT & DECISION OF THE BOARD

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that Kenneth Smith has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2020-0430 dated August 11, 2020.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, barring any violations of the August 11, 2020 Board Order between the issuance of this Order and September 1, 2021, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-215433, held by Kenneth Smith to practice pharmacy in Ohio, effective September 1, 2021, subject to a period of probation for five years beginning on the effective date of Kenneth Smith's license reinstatement, with the following conditions:

1. Kenneth Smith must meet at least semi-annually with the Board's Probation Committee, unless otherwise determined by the Probation Committee. Kenneth Smith's first meeting will be held during the February 2022 Probation Committee meeting. Additional periodic appearances may be requested.
2. Kenneth Smith must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of the reinstatement of his license on September 1, 2021, 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. Kenneth Smith should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Kenneth Smith 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 the Kenneth Smith in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Kenneth Smith must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
3. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
- a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
4. Kenneth Smith shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Kenneth Smith reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Kenneth Smith shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Kenneth Smith reappear before

the Board for possible additional sanctions, including and up to revocation of license.

6. [REDACTED]

7. Kenneth Smith must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:

- a. The written report and documentation provided by the treatment program pursuant to the contract, and
- b. A written description of Kenneth Smith's progress towards recovery and what Kenneth Smith has been doing during the previous three months, and
- c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.

8. Kenneth Smith must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Kenneth Smith holds a professional license or applies for a professional license, and all persons that provide Kenneth Smith chemical dependency treatment or monitoring, during the effective period of this order or agreement.

9. Other terms of probation are as follows:

- a. The State of Ohio Board of Pharmacy hereby declares that Kenneth Smith's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
- b. Kenneth Smith must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.

- c. Kenneth Smith may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - d. Kenneth Smith may not engage in a consult agreement, unless approved by the board.
 - e. Kenneth Smith may not destroy, assist in, or witness the destruction of controlled substances.
 - f. Kenneth Smith may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - g. Kenneth Smith must not violate the drug laws of Ohio, any other state, or the federal government.
 - h. Kenneth Smith must abide by the rules of the State of Ohio Board of Pharmacy.
 - i. Kenneth Smith must comply with the terms of this Order.
 - j. Kenneth Smith's license is deemed not in good standing until successful completion of the probationary period.
 - k. Kenneth Smith must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
 - l. When deemed appropriate by the Board, Kenneth Smith must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
10. Kenneth Smith may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
11. Kenneth Smith must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Kenneth Smith to possible additional sanctions, including and up to revocation of license.
12. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions

under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Kenneth Smith's license.

13. Periods during which Kenneth Smith is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's exhibits: A, B, and F.

Mr. Wilt moved for Findings of Fact and Decision of the Board; Mr. Cox seconded the motion. Motion passed (Yes- 6/No- 0).

SO ORDERED.

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| 11:10 a.m. | The Board recessed briefly. |
| 11:22 a.m. | The Board returned to public session at which time Mr. Garner presented the OARRS Report. |
| 11:25 a.m. | Mr. Griffin presented the Compliance and Enforcement Report. |
| 11:29 a.m. | Mr. Koltak presented the Legal Report. |
| 11:29 a.m. | Ms. Simon presented the Legislative Report. |
| 11:30 a.m. | Ms. Marten-Moore presented the Medical Marijuana Program Update. |
| 11:33 a.m. | Ms. Marten-Moore proposed to revoke the <i>Temporary Caregiver Expansion Waiver</i> which became effective during COVID-19. |
| <u>R-2022-0076</u> | Mr. Wilt moved that the Board revoke the <i>Temporary Caregiver Expansion Waiver</i> , effective in 60 days. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0. |
| 11:38 a.m. | Ms. Marten-Moore proposed to revoke the <i>Temporary Expansion of Photo ID Requirements Waiver</i> which became effective during COVID-19. |

- R-2022-0077** Mr. Wilt moved that the Board revoke the *Temporary Expansion of Photo ID Requirements Waiver*, effective immediately. The motion was seconded Mr. Huston and approved by the Board: Yes-6, No-0.
- 11:41 a.m.** Ms. Marten-Moore proposed to indefinitely retain the *Accepting Phone and Online Ordering Waiver*, which became effective during COVID-19. Although no formal motion was requested, the proposal was met with approval from the Board.
- 11:42 a.m.** Ms. Marten-Moore proposed to indefinitely retain the *Drive Through Ordering Window*, which became effective during COVID-19. Although no formal motion was requested, the proposal was met with approval from the Board.
- 11:45 a.m.** Ms. Gilbert proposed changes to the Standard Terms and Conditions for Probation, Suspension, and Reinstatement.
- R-2022-0078** Mr. Cox moved that the Board approve the proposed changes to the Standard Terms and Conditions for Probation, Suspension, and Reinstatement. The motion was seconded Ms. Marchal and approved by the Board: Yes-6, No-0.
- R-2022-0079** After votes were taken in public session, the Board adopted the following Order in the Matter of **Melissa Dunham, Chillicothe, Ohio**.

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

(Case Number 2014-1773)

In The Matter Of:

Melissa Dunham, R.Ph.

283 W 5th Street

Chillicothe, OH 45601

(License No. 03-228191)

After reviewing the supporting documents submitted by Melissa Dunham, her employer CVSHealth, through District Leader CVSHealth Region 36 District 1, Jennifer Guthrie, RPh, and the Pharmacists Rehabilitation Organization, and upon recommendation of the Probation Committee, the Board, on November 8, 2019 modified Melissa Dunham's September 14, 2016 Reinstatement Board Order as follows:

6(b): The State of Ohio Board of Pharmacy hereby declares that Melissa Dunham may not serve as a responsible pharmacist is **stayed**.

On June 11, 2021, upon request of Melissa Dunham the Board further modified the September 14, 2016 Order as follows:

6(a): The State of Ohio Board of Pharmacy hereby declares that Melissa Dunham's pharmacist identification card is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code is **stayed**.

The Board, as of the respective date of the aforementioned Orders has allowed Ms. Dunham to serve in the role of a responsible pharmacist while employed at CVS store 11086 in Waverly, Ohio and to serve in the role of a preceptor while employed at CVS store 11086 in Waverly, Ohio.

Upon further request by Ms. Dunham and upon consideration and recommendation of the Probation Committee, the Board hereby modifies the 2019 and 2021 Orders to allow Ms. Dunham to serve in the role of a responsible pharmacist and/or preceptor at any location licensed by the Board, including CVS #06195, 205 East Main Street, Circleville, Ohio, TDDD #022010300 or CVS #11086, 210 East Emmitt Avenue, Waverly, Ohio, TDDD #02-2652950, so long as she is only serving as a Responsible Person and/or preceptor at one location at a time. Proper Change of Responsible Person forms must be timely completed and submitted to the Board.

All other Board terms and conditions remain in place.

Shawn Wilt, RPh moved the Board grant the additional store location exemption as noted above, Jeff Huston, RPh seconded the motion. Motion passed (Yes – 6/No – 0).

R-2022-0080

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

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- 2:21 p.m.** The Board returned to public session at which time Ms. Southard presented the Licensing Report.
- 2:27 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from **Julie Shisler – Barberton, Ohio (09107484)** to the Board for consideration.
- R-2022-0081** Mr. Wilt moved that the Board grant **Julie Shisler** an extension to July 1, 2022. The motion was seconded Mr. Cox and approved by the Board: Yes-6, No-0.
- 2:35 p.m.** Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from **CleanSlate Medical Group of Ohio, LLC:**
- Columbus, Ohio (0265000013)
 - Springfield, Ohio (0265000015)
 - Moraine, Ohio (0265000024)
 - 10475 Reading Rd, Cincinnati, Ohio (0265000025)
 - 3654 Werk Rd, Cincinnati, Ohio (0265000029)
 - Middletown, Ohio (0265000045)
 - Dayton, Ohio (0265000050)
- to the Board for consideration.
- R-2022-0082** Mr. Cox moved that the Board grant CleanSlate Medical Group of Ohio, LLC's Waiver Request. The motion was seconded Ms. Marchal and approved by the Board: Yes-6, No-0.
- 2:37 p.m.** Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from **Family Counseling & Rehabilitation Center of Ohio DBA FCRC of Ohio - Marietta, Ohio (APP-000470014)** to the Board for consideration.
- R-2022-0083** Mr. Wilt moved that the Board grant **Family Counseling & Rehabilitation Center of Ohio DBA FCRC of Ohio's** Waiver Request. The motion was seconded Mr. Goodman and approved by the Board: Yes-6, No-0.
- 2:39 p.m.** Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from **Warren Recovery Group DBA Warren Family Recovery – Warren, Ohio (APP-000438870)** to the Board for consideration.
- R-2022-0084** Mr. Cox moved that the Board grant **Warren Recovery Group DBA Warren Family Recovery's** Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.

2:40 p.m.

Mr. Schierholt presented the Executive Director Report.

R-2022-0085

Mr. Wilt moved that the **July 30, 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-2022-0086

Mr. Wilt moved that the **August 6, 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-2022-0087

Mr. Wilt moved that the **July 12, 2021, Probation Committee Meeting Minutes** be approved **as written**. The motion was seconded by Ms. Marchal and approved by the Board: Yes-6, No-0.

R-2022-0088

Mr. Wilt moved that the **July 12-13, 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-2022-0089

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

IN THE MATTER OF:
CASE No. A-2020-0333 and 501-1536

Vista Center of Boardman
License No. 02-2602700
c/o Nicole Strock
830 Boardman-Canfield
Boardman, Ohio 44512

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Vista Center of Boardman for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Vista Center of Boardman 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. Vista Center of Boardman is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2602700.

FACTS

1. The Board initiated an investigation of Vista Center of Boardman, Terminal Distributor of Dangerous Drugs license number 02-2602700, related to Vista Center of Boardman's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Vista Center of Boardman, 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. Vista Center of Boardman neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 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. Vista Center of Boardman agrees to pay to the Board a monetary penalty the amount of \$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. Vista Center of Boardman 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. Vista Center of Boardman 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 Vista Center of Boardman 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 Vista Center of Boardman by the Board and will NOT discharge Vista Center of Boardman from any obligation under the terms of this Agreement.

6. Vista Center of Boardman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Vista Center of Boardman 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 Vista Center of Boardman will operate.
9. Vista Center of Boardman 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-2022-0090

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

**IN THE MATTER OF:
Case No. A-2020-0404**

I-2020-0073

Kevin Secrest, RPh
License No. [03-326636](#)
688 Prairie Rose Drive
Perrysburg, OH 43551

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 Kevin Secrest, 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 licensure with the Board. Together, the Board and Kevin Secrest 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. Kevin Secrest is a licensed pharmacist in the state of Ohio under license number 03-326636, who is listed as the Responsible Person of Ryan Pharmacy & Orthopedic Supply, located at 3340 Dorr Street, Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Kevin Secrest, pharmacist license number 03-326636, and Ryan Pharmacy & Orthopedic Supply (the pharmacy), related to an employee of the pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. At all relevant times, Kevin Secrest was listed as the Responsible Person at the pharmacy.
2. On or about June 23, 2021, the Board sent a Notice of Opportunity for Hearing to Kevin Secrest, 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. Kevin Secrest 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. Kevin Secrest agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Kevin Secrest's license record and must be paid no later than 6 months 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. Kevin Secrest agrees to attend a presentation of the Board's Responsible Person Roundtable within 6 months of the effective date of this Agreement, which qualifies for 1 hour of approved continuing pharmacy education (0.1 CEU), and which may not also be used for license renewal. Copies of the completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
5. Kevin Secrest agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Kevin Secrest understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Kevin Secrest 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. Kevin Secrest explicitly waives any 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-2022-0091

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

IN THE MATTER OF: Case No. A-2020-0724

Alex Milliken, RPh
License No. 03-135686
582 Ceresia Court
Pickerington, Ohio 43147

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 Alex Milliken, for the purpose of resolving all issues between the parties relating to the Board investigation of Alex Milliken's inappropriate contact with a pharmacy technician while working at the pharmacy. Together, the Board and Alex Milliken 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, reprimand 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. Alex Milliken is a licensed pharmacist in the state of Ohio under license number 03-135686.

FACTS

1. The Board initiated an investigation of Alex Milliken, pharmacist license number 03-135686, related to his inappropriate contact with a pharmacy technician while working at the pharmacy.
3. On or about June 4, 2021, the Board sent a Notice of Opportunity for Hearing to Alex Milliken, 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.
4. On or about June 15, 2021, Alex Milliken, through counsel Todd Collis, timely requested an administrative hearing, which was subsequently scheduled for September 15, 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. Alex Milliken 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. Alex Milliken must obtain three hours of approved continuing pharmacy education (0.3 CEUs). Two hours must be in ethics and one hour to include "Time's Up: Sexual Harassment in Pharmacy Practice" provided by The American Pharmacists Association. The required CEUs may not also be used for license renewal. The 0.3 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. Alex Milliken 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 180 days from the effective date of this Order. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.

5. Alex Milliken agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Alex Milliken understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Alex Milliken 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. Alex Milliken 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-2022-0092

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

IN THE MATTER OF:
CASE No. A-2020-0074
I-2019-1217-B

Lafayette Township Fire and Rescue
License No. 02-0368600
c/o Dr. Lisa Derrick
6367 Technology Lane
Medina, Ohio 44256

**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 Lafayette Township Fire and Rescue for the purpose of resolving all issues between the parties relating to the Board investigation of drug purchases without maintaining a Board-issued license. Together, the Board and Lafayette Township Fire and Rescue 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. Lafayette Township Fire and Rescue, located at 6367 Technology Lane, Medina, Ohio, has an active TDDD license with the Board under license number 02-0368600, which lists Lisa Derrick, MD as the Responsible Person.

FACTS

1. The Board initiated an investigation of Lafayette Township Fire and Rescue TDDD license number 02-0368600, related to drug purchases without maintaining a Board-issued license.
2. On or about September 29, 2020, the Board sent a Notice of Opportunity for Hearing to Lafayette Township Fire and Rescue 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. Lafayette Township Fire and Rescue neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 29, 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. Lafayette Township Fire and Rescue agrees to pay to the Board a monetary penalty the amount of \$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. Lafayette Township Fire and Rescue 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. Lafayette Township Fire and Rescue 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 Lafayette Township Fire and Rescue 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 Lafayette Township Fire and Rescue by the Board and will NOT discharge Lafayette Township Fire and Rescue from any obligation under the terms of this Agreement.
6. Lafayette Township Fire and Rescue agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Lafayette Township Fire and Rescue 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 Lafayette Township Fire and Rescue will operate.
9. Lafayette Township Fire and Rescue 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-2022-0093

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

IN THE MATTER OF:
CASE No. A-2020-0130 I-2019-1381-A

Aspen Dental
License No. 02-62000135
c/o Chimere Okezie, DDS
2858 S. Arlington Road
Akron, Ohio 44312

**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 Aspen Dental the purpose of resolving all issues between the parties relating to the Board investigation of drug purchases without maintaining a Board-issued license. Together, the Board and Aspen Dental 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. Aspen Dental has a current TDDD license with the Board under license number 02-62000135, which lists Chimere Okezie, DDS as the Responsible Person.

FACTS

1. The Board initiated an investigation of Aspen Dental TDDD license number 02-62000135, related to drug purchases without maintaining a Board-issued license.
2. On or about November 3, 2020, the Board sent a Notice of Opportunity for Hearing to Aspen Dental 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. Aspen Dental neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 3, 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. Aspen Dental agrees to pay to the Board a monetary penalty the amount of \$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. Aspen Dental 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. Aspen Dental 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 Aspen Dental 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 Aspen Dental by the Board and will NOT discharge Aspen Dental from any obligation under the terms of this Agreement.

6. Aspen Dental agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Aspen Dental 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 Aspen Dental will operate.
9. Aspen Dental 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-2022-0094

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

**IN THE MATTER OF:
CASE NO. A-2019-0529**

David Duff
SURRENDERED License No. 06-015032
7200 Settlers Path Lane
Knoxville, TN 37920-9614

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 David Duff, for the purpose of resolving all issues between the parties relating to David Duff not complying with the terms of the June 15, 2021 Board Order and David Duff's request to surrender his license as a pharmacy intern in the State of Ohio. Together, the Board and David Duff 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. David Duff licensed to practice pharmacy as an intern in the State of Ohio under license number 06-015032.

FACTS

1. On December 12, 2019, the Board issued a Notice of Opportunity for Hearing/Summary Suspension to David Duff, Ohio-licensed pharmacy intern, license number 06-015032, related to David Duff's practicing pharmacy as an intern while under the influence of drugs and/or alcohol and additional evidence/reason to believe that David Duff is unable to practice pharmacy as an intern with requisite judgment, skill, competence, or safety to the public.
2. On or about May 5, 2020, David Duff came for hearing before the Board. On May 20, 2020, the Board issued an Order, suspending David Duff's intern license indefinitely, but no less than eighteen months from the date of the Summary Suspension.
3. On or about June 7, 2021, David Duff, represented by Levi Tkach, came before the Board for hearing to consider reinstatement of his intern license. The Board approved the reinstatement of license number 06-015032, subject to a five-year probationary period, with the remainder of the probationary period, upon successful application, transferring to David Duff's pharmacist license. A term of probation was for David Duff to enter into and adhere to the terms of a new contract with a Board approved treatment monitor for not less than five years, and to provide documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services treatment provider.

4. In June 2021, David Duff notified the Ohio Pharmacist Rehabilitation Organization he would not be entering into a new contract. David Duff requested to surrender his license to practice pharmacy as an intern in Ohio.

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 for a violation of the Board Order issued on June 15, 2021, David Duff's voluntary surrender to the State of Ohio Board of Pharmacy, his pharmacy intern license number 06-015032.
- 3. DAVID DUFF VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AS A PHARMACIST, LICENSE NO. 06-015032, WITH DISCIPLINE PENDING.**
- 4. The Board agrees to not take any further disciplinary action or institute additional administrative proceedings against David Duff's license to practice pharmacy as an intern.**
- 5. David Duff 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 David Duff 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.**

6. In addition to the mental health assessment set forth in Term 5, David Duff must present proof of the following in any petition for reinstatement:
 - a. David Duff must enter into and adhere to the terms of a **new** contract, no less than 12 months prior to his petition for reinstatement, 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. 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 David Duff 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.
 - vi. David Duff must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - 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. David Duff 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, David Duff 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, including the requirement of a mental health assessment as outlined in term 5.
 - e. If David Duff's employment is related to the practice of pharmacy, David Duff must notify his employer of the terms of this Agreement.
7. David Duff must provide, in the reinstatement petition, documentation of the following:
- a. 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.);
 - b. Compliance with the terms of this Agreement.
8. Upon submission of a petition for reinstatement, David Duff agrees to come before the Board and/or Probation Committee upon request, for review of his treatment and recovery documents.
9. If the Board approves the reinstatement of David Duff's license to practice pharmacy as an intern, David Duff agrees to submit the required reinstatement application along with applicable licensing fees.
- a. As a condition of the reinstatement application, David Duff, must have a Verification of Enrollment submitted on his behalf from a school of pharmacy that has been recognized and approved by the board, certifying that he is currently enrolled in a school of pharmacy and has begun taking professional classes directly related to the practice of pharmacy.
 - b. If David Duff fails to apply for reinstatement and show proof of enrollment in a school of pharmacy within six months from the date the Board approves the reinstatement of his pharmacy

intern license, David Duff will be required to re-petition the Board.

10. David Duff agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
11. David Duff understands that he has the right to be represented by counsel for review and execution of this agreement.
12. David Duff 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.
13. David Duff waives 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-2022-0095

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

IN THE MATTER OF:
CASE NO. A-2021-0029; A-2019-0237
A-2020-0464; A-2019-0433

MWI Veterinary Supply Co. D.B.A.
MWI Animal Health
License No. 01-1569500
c/o Thomas Wakefield
5025 State Road 267, Suite 100
Lebanon, IN 46052

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 MWI Veterinary Supply Co. D.B.A. MWI Animal Health (MWI) for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio TDDD license at the time of the sales. Together, the Board and MWI 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. MWI is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1569500, which lists Thomas Wakefield, as the Responsible Person.

FACTS

1. The Board initiated an investigation of MWI Wholesaler Distributor of Dangerous Drugs License No. 01-1569500, related to MWI's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio TDDD license at the time of the sales.
2. On or about April 30, 2021 (A-2021-0029), March 5, 2021 (A-2019-0237), March 10, 2021 (A-2020-0464) and March 24, 2021 (A-2019-0433) the Board sent four Notice of Opportunity for Hearing Letters to MWI which outlined the allegations and provided notice of its right to a hearing in each matter, its rights in such hearing, and its right to submit contentions in writing.
3. MWI, through counsel Alex Cooper, timely requested an administrative hearing for each matter, which was subsequently scheduled for August 11, 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. MWI neither admits nor denies the allegations stated in the four Notice of Opportunity for Hearing letters dated April 30, 2021, March 5, 2021, March 10, 2021, and March 24, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. MWI agrees to pay to the Board a monetary penalty, for each matter, in the amount of \$3,500.00 (A-2021-0029), \$2,500.00 (A-2019-0237), \$875.00 (A-2020-0464), and \$300.00 (A-2019-0433). The combined total of the monetary penalty to be paid to the Board is \$7,175.00. 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. MWI 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. MWI 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 MWI 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 MWI by the Board and will NOT discharge MWI from any obligation under the terms of this Agreement.
6. MWI agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. MWI 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 MWI will operate.
9. MWI waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code in each matter and waives any right to an appeal in each matter.
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-2022-0096

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

**IN THE MATTER OF:
Case No. A-2020-0290
I-2020-0097**

**White Oak Pharmacy
License No. 02-32000037
f/k/a Benzer OH 8, LLC
c/o David Randall Drayer, RPh
8465 State Route 339
Vincent, Ohio 45784**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and White Oak Pharmacy, f/k/a Benzer OH 8, 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 White Oak

Pharmacy, f/k/a Benzer OH 8, 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. White Oak Pharmacy, f/k/a Benzer OH 8, LLC has an active TDDD license with the Board under license number 02-32000037, which lists Thomas Glazier, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of White Oak Pharmacy, f/k/a Benzer OH 8, LLC, TDDD license number 02-32000037, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about March 22, 2021, the Board sent a Notice of Opportunity for Hearing to White Oak Pharmacy, f/k/a Benzer OH 8, 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. White Oak Pharmacy, f/k/a Benzer OH 8, LLC, neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 22, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. White Oak Pharmacy, f/k/a Benzer OH 8, LLC, agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be

attached to the White Oak Pharmacy, f/k/a Benzer OH 8, LLC, 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. White Oak Pharmacy, f/k/a Benzer OH 8, 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. White Oak Pharmacy, f/k/a Benzer OH 8, 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 White Oak Pharmacy, f/k/a Benzer OH 8, 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 White Oak Pharmacy, f/k/a Benzer OH 8, LLC, by the Board and will NOT discharge White Oak Pharmacy, f/k/a Benzer OH 8, LLC, from any obligation under the terms of this Agreement.
6. White Oak Pharmacy, f/k/a Benzer OH 8, 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. White Oak Pharmacy, f/k/a Benzer OH 8, 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 White Oak Pharmacy, f/k/a Benzer OH 8, LLC, will operate.
9. White Oak Pharmacy, f/k/a Benzer OH 8, 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-2022-0097

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

**IN THE MATTER OF:
Case No. A-2020-0369
I-2020-0217**

Ciera Jones
Registration No. 09-103991 (inactive)
1329 West 21st Street
Lorain, Ohio 44052

**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 Ciera Jones for the purpose of resolving all issues between the parties relating to the Board investigation of working at UH Elyria Medical Center, located at 630 E. River Street, Elyria, Ohio, without maintaining a valid registration as a pharmacy technician trainee. Together, the Board and Ciera Jones 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. Ciera Jones is a registered certified pharmacy technician in the State of Ohio under registration number 09-315022 and was a registered pharmacy technician trainee under registration number 09-103991.

FACTS

1. The Board initiated an investigation of Ciera Jones, related to Ciera Jones's working as a pharmacy technician trainee at UH Elyria Medical Center while her Board-issued registration (no. 09-103991) was expired.
2. On or about June 22, 2021, the Board sent a Notice of Opportunity for Hearing to Ciera Jones 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. Ciera Jones 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. Ciera Jones 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. Ciera Jones agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Ciera Jones understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Ciera Jones 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. Ciera Jones 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-2022-0098

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

**IN THE MATTER OF:
Case No. A-2021-0027
I-2020-1645**

**West Jefferson Druggist
License No. 02-2385600
DBA Happy Druggist Pharmacy
c/o Elaina Zuelke, RPh
487 W. Main Street
West Jefferson, Ohio 43162**

**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 West Jefferson Druggist DBA Happy Druggist Pharmacy, for the purpose of resolving all issues between the parties relating to the Board investigation of Happy Druggist Pharmacy allowing an employee to perform pharmacy technician duties without obtaining Board-issued registration. Together, the Board and Happy Druggist 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. Happy Druggist Pharmacy has an active TDDD license with the Board under license number 02-2385600 which lists Elaina Zuelke, RPh as the Responsible Person. From on or about March 13, 2017 to January 29, 2021, Paul Westervelt, RPh, was listed as the Responsible Person.

FACTS

2. The Board initiated an investigation of Happy Druggist Pharmacy, TDDD license number 02-2385600, related to Happy Druggist Pharmacy allowing an employee to perform pharmacy technician duties without obtaining Board-issued registration. On or about September 20, 2018, the owner of the Happy Druggist Pharmacy sent an email concerning Pharmacy Technician Registration enforcement to the Responsible Person and staff, asking staff to double check compliance.
3. On or about May 6, 2021, the Board sent a Notice of Opportunity for Hearing to Happy Druggist 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.
4. On or about May 19, 2021, Happy Druggist Pharmacy timely requested a hearing which was subsequently scheduled for October 13, 2021. On or about June 24, 2021, through counsel, David Grauer, Happy Druggist submitted to the Board a proposed settlement.

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. Happy Druggist Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 19,

2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Happy Druggist Pharmacy agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Happy Druggist Pharmacy's 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. Happy Druggist Pharmacy agrees that the current Responsible Person must complete the Responsible Person Roundtable, a total of one hour (0.1 CEU), which may not also be used for license renewal. The Responsible Person Roundtable must be completed within 180 days from the effective date of this agreement. A copy of the completed CEU must be e-mailed to legal@pharmacy.ohio.gov.
5. Happy Druggist 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.
6. Happy Druggist 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 Happy Druggist 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 Happy Druggist Pharmacy by the Board and will NOT discharge Happy Druggist Pharmacy from any obligation under the terms of this Agreement.
7. Happy Druggist Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Happy Druggist Pharmacy 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 Happy Druggist Pharmacy will operate.
10. Happy Druggist Pharmacy expressly waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0099

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

**IN THE MATTER OF:
CASE NO. A-2021-0214**

Patient Registration No. [REDACTED]

**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 [REDACTED] for the purpose of resolving all issues between the parties relating to the Board investigation in Case No. A-2021-0214 for trafficking in medical marijuana to a non-registered medical marijuana patient. Together, the Board and [REDACTED] are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend,

suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.

2. [REDACTED] is a licensed medical marijuana patient under patient registration number [REDACTED].

FACTS

1. On or about May 17, 2021, the Board initiated an investigation of [REDACTED], related to the trafficking of medical marijuana at The Botanist medical marijuana dispensary, located at 3865 Lakeside Avenue E, Cleveland, OH 44114.
2. On or about June 1, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to [REDACTED], which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about June 24, 2021, [REDACTED] timely requested an administrative hearing, which was subsequently scheduled for August 5, 2021. The matter was subsequently continued while the parties engaged in settlement negotiations.

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. [REDACTED] does not contest the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing (Notice) letter dated June 1, 2021; the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio law as set forth in the Notice, and hereby adjudicates the same.
3. [REDACTED] medical marijuana patient registration [REDACTED] is **REPRIMANDED**, which is disciplinary in nature pursuant to Ohio Adm.Code 3796:7-2-08(A)(2).
3. [REDACTED] agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

4. [REDACTED] understands that she has the right to be represented by counsel for review and execution of this agreement.
5. [REDACTED] 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. [REDACTED] 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.
7. [REDACTED] 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.

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

R-2022-0100

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

**IN THE MATTER OF:
CASE NO. A-2021-0298**

Alex Shumaker
License No. MME.05301564
13363 N. Boone Rd.
Columbia Station OH 44028

**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 Alex Shumaker for the purpose of resolving all issues between the parties relating to the Board

investigation in Case No. A-2021-0298 for trafficking in medical marijuana to a non-registered medical marijuana patient. Together, the Board and Alex Shumaker are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.
2. Alex Shumaker is a licensed medical marijuana support employee issued license number MME.05301564.

FACTS

1. On or about May 17, 2021, while employed at The Botanist medical marijuana dispensary, located at 3865 Lakeside Avenue E, Cleveland, OH 44114, Alex Shumaker purchased and later provided medical marijuana to a co-worker who was not a registered medical marijuana patient in the State of Ohio and was not authorized to possess and/or consume medical marijuana. The incident was recorded on video surveillance.

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. **ALEX SHUMAKER PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS MEDICAL MARIJUANA SUPPORT EMPLOYEE LICENSE, LICENSE NUMBER MME.05301564, WITH DISCIPLINE PENDING.**
3. **Alex Shumaker 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, except for a**

medical marijuana patient or caregiver registration issued pursuant to Chapter 3796. of the Revised Code.

4. Alex Shumaker agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Alex Shumaker understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Alex Shumaker 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. Alex Shumaker waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter 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-2022-0101

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

**IN THE MATTER OF:
CASE NO. A-2021-0091
501-2119**

**Zoetis US, LLC
License No. 01-2664650
c/o Marc Levine
10 Sylvan Way**

Parsippany, NJ 07054

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

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

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Zoetis US, LLC, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2664650, which lists Marc Levine, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Zoetis US, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-2664650, related to Zoetis US, LLC's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about June 22, 2021, the Board sent a Notice of Opportunity for Hearing to Zoetis US, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Zoetis US, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated 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. Zoetis US, LLC agrees to pay to the Board a monetary penalty in the amount of \$2,250.00. 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. Zoetis US, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Zoetis US, LLC agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Zoetis US, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Zoetis US, LLC by the Board and will NOT discharge Zoetis US, LLC from any obligation under the terms of this Agreement.
6. Zoetis US, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Zoetis US, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Zoetis US, LLC will operate.
9. Zoetis US, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2022-0102

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

**IN THE MATTER OF:
CASE NO. A-2019-0262
I-2019-0500**

AnazaoHealth Corporation
License No. 01-2481000
c/o Eric Sparks
7465 E. Sunset Rd, Suite 1200
Las Vegas, NV 89113

**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 AnazaoHealth Corporation, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of controlled substances to unlicensed entities and entities without the proper license. Together, the Board and AnazaoHealth Corporation 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. AnazaoHealth Corporation is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2481000, which lists Eric Sparks, as the Responsible Person.

FACTS

1. The Board initiated an investigation of AnazaoHealth Corporation, Wholesaler Distributor of Dangerous Drugs License No. 01-2481000, related to AnazaoHealth Corporation illegal sales of dangerous drugs to unlicensed entities and entities without the proper license.
2. On or about February 25, 2021, the Board sent a Notice of Opportunity for Hearing to AnazaoHealth Corporation, 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. AnazaoHealth Corporation neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. AnazaoHealth Corporation agrees to pay to the Board a monetary penalty in the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. AnazaoHealth Corporation 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. AnazaoHealth Corporation 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 AnazaoHealth Corporation 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 AnazaoHealth Corporation by the Board and will NOT discharge AnazaoHealth Corporation from any obligation under the terms of this Agreement.

6. AnazaoHealth Corporation agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. AnazaoHealth Corporation 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 AnazaoHealth Corporation will operate.
9. AnazaoHealth Corporation 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-2022-0103

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

**IN THE MATTER OF:
Case No. A-2020-0721
501-3313**

**Tammy Daniels
Registration No. 09-114267
113 Ben Lane
Greenup, Kentucky 41144**

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 Tammy Daniels for the purpose of resolving all issues between the parties relating to the Board investigation of working at Franklin Furnace Pharmacy, located at 561 Norwich Avenue, Franklin Furnace, Ohio, without obtaining an appropriate registration with the board. Together, the Board and Tammy Daniels 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. Tammy Daniels is a pharmacy technician trainee in the state of Ohio under registration number 09-114267

FACTS

1. The Board initiated an investigation of Tammy Daniels, pharmacy technician trainee registration number 09-114267, related to Tammy Daniels's working as a pharmacy technician at Franklin Furnace Pharmacy without obtaining a valid registration as a pharmacy technician.
2. On or about July 2, 2021 the Board sent a Notice of Opportunity for Hearing to Tammy Daniels 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. Tammy Daniels neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 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. Tammy Daniels agrees to pay to the OSBP the amount of amount of \$125.00. 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. Tammy Daniels agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Tammy Daniels understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Tammy Daniels 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. Tammy Daniels 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-2022-0104

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

**IN THE MATTER OF:
Case No. A-2020-0682
I-2020-1442**

Taylor Coblentz
Registration No. 09-114757
2100 Columbiana Lisbon Rd.
Columbiana, Ohio 44408

**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 Taylor Coblentz for the purpose of resolving all issues between the parties relating to the Board investigation of working at Family Walgreen Drugs, located at 120 Vine Street, without a valid registration as a pharmacy technician. Together, the Board and Taylor Coblentz 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. Taylor Coblentz is a pharmacy technician trainee in the state of Ohio under registration number 09-114757.

FACTS

1. The Board initiated an investigation of Taylor Coblentz, pharmacy technician trainee, registration number 09-114757, related to Taylor Coblentz's working as a pharmacy technician at Family Walgreen Drug without maintaining a valid registration as a pharmacy technician.
2. On or about July 2, 2021 the Board sent a Notice of Opportunity for Hearing to Latasha Woodard 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. Taylor Coblentz neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 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. Taylor Coblentz 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.license.ohio.gov and process the items in the cart.
4. Taylor Coblentz agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Taylor Coblentz understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Taylor Coblentz 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. Taylor Coblentz 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-2022-0105

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

**IN THE MATTER OF:
Case No. A-2020-0723
501-3313**

**Martin Russell, RPh
License No. 03-213981**
236 Trenton Street
Franklin Furnace, Ohio 45629

**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 Martin Russell, 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 appropriate registration with the Board. Together, the Board and Martin Russell 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. Martin Russell is a licensed pharmacist in the state of Ohio under license number 03-213981.
3. Martin Russell is the Responsible Person and owner of Franklin Furnace Pharmacy, located at 561 Norwich Avenue, Franklin Furnace, Ohio.

FACTS

1. The Board initiated an investigation of Martin Russell, pharmacist license number 03-213981, and Franklin Furnace Pharmacy, related to an employee of Franklin Furnace Pharmacy performing duties of

a pharmacy technician without obtaining appropriate registration with the Board.

2. On or about July 9, 2021, the Board sent a Notice of Opportunity for Hearing to Martin Russell, 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. Martin Russell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 9, 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. Martin Russell agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Martin Russell'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. Martin Russell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Martin Russell understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Martin Russell 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. Martin Russell 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-2022-0106

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

**IN THE MATTER OF:
Case No. A-2020-0722
501-3313**

**Franklin Furnace Pharmacy
License No. 02-0961900
c/o Martin Russell, RPh
561 Norwich Avenue
Franklin Furnace, Ohio 45629**

**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 Franklin Furnace 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 obtaining appropriate registration with the Board. Together, the Board and Franklin Furnace 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. Franklin Furnace Pharmacy has an active TDDD license with the Board under license number 02-0961900, which lists Martin Russell, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Franklin Furnace Pharmacy, TDDD license number 02-0961900 related to an employee performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about July 9, 2021, the Board sent a Notice of Opportunity for Hearing to Franklin Furnace 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. Franklin Furnace Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 9, 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. Franklin Furnace Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to Franklin Furnace 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. Franklin Furnace 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. Franklin Furnace 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 Franklin Furnace 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 Franklin Furnace Pharmacy by the Board and will NOT discharge Franklin Furnace Pharmacy from any obligation under the terms of this Agreement.
6. Franklin Furnace 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. Franklin Furnace 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 Franklin Furnace Pharmacy will operate.
9. Franklin Furnace 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.

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

R-2022-0107

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

**IN THE MATTER OF:
Case No. A-2020-0683
I-2020-1441**

**Brian Kale, RPh
License No. 03-127621**
7913 Gibson Road
Canfield, Ohio 44406

**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 Kale, 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 Brian Kale 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. Brian Kale is a licensed pharmacist in the state of Ohio under license number 03-127621.
3. Brian Kale is the Responsible Person of Family Walgreen Drug, located at 120 Vine Street, Columbiana, Ohio.

FACTS

1. The Board initiated an investigation of Brian Kale, pharmacist license number 03-127621, and Family Walgreen Drug, related to an employee of Family Walgreen Drug performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about July 9, 2021, the Board sent a Notice of Opportunity for Hearing to Brian Kale, 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. Brian Kale neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 9, 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. Brian Kale agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Brian Kale'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. Brian Kale agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Brian Kale understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Brian Kale 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. Brian Kale 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-2022-0106

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

**IN THE MATTER OF:
Case No. A-2020-0454**

**Life Care Center of Elyria
License No. 02-2362700**
c/o Douglas R. McDermott
1212 S. Abbe Road
Elyria, OH 44035

**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 Life Care Center of Elyria (Respondent), for the purpose of resolving all issues between the parties relating to the Board investigation of Respondent's purchases and possession of medical grade oxygen while its Terminal Distributor of Dangerous Drugs (TDDD) license was expired. Together, the Board and Respondent are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code (ORC) and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the ORC.
2. On January 15, 2014, TDDD License No. 02-2362700 was issued to Life Care Center of Elyria, located at 1212 S. Abbe Road, Elyria, OH 44035. TDDD License No. 02-2362700 expired on April 1, 2019 and was reinstated on January 23, 2020.

FACTS

1. The Board initiated an investigation of Respondent, TDDD License No. 02-2362700, related to Respondent's purchases and possession of medical grade oxygen while its TDDD license was expired.
2. On or about July 13, 2021, the Board sent a Notice of Opportunity for Hearing to Respondent, 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. Respondent neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter date July 13, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Respondent agrees to pay to the Board a monetary penalty the amount of \$400.00. This fine will be attached to the license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine login to www.elicense.ohio.gov and process the items in the cart.
4. Respondent 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. Respondent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Respondent understands that it has the right to be represented by counsel for review and execution of this agreement.
7. 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 Respondent will operate.

8. Respondent waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the ORC 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 Section 149.43 of the ORC.
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-2022-0107

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

**IN THE MATTER OF:
Case No. A-2019-0095
I-2018-2674-A**

**Regional Health Properties, Inc.
License No. 02-2434550 (expired)
f/k/a AdCare Health Systems, Inc.
d/b/a Covington Care Center
c/o C T Corporation System
4400 Easton Commons Way, Suite 125
Columbus, OH 43219**

**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 Regional Health Properties, Inc., f/k/a AdCare Health Systems, Inc., d/b/a Covington Care Center (Respondent), for the purpose of resolving all issues between the parties relating to the Board investigation of Respondent's purchases and possession of medical grade oxygen after its Terminal Distributor of Dangerous Drugs license expired and Respondent's failure to properly notify the Board of its change in ownership. Together, the Board and Respondent are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code (ORC) and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the ORC.
2. On June 16, 2014, TDDD License No. 02-2434550 was issued to AdCare Health Systems, Inc., d/b/a Covington Care Center (Covington Care Center), which was located at 75 Mote Drive, Covington, OH 45318. TDDD License No. 02-2434550 expired on March 31, 2016.
3. Regional Health Properties, Inc. (Regional Health) is successor to, and a former wholly owned subsidiary of, AdCare Health Systems, Inc. (AdCare). On September 29, 2017, AdCare merged (the Merger) with and into Regional Health, which was formed as a subsidiary of AdCare for the purpose of the Merger, with Regional Health continuing as the surviving corporation in the Merger.¹

FACTS

1. The Board initiated an investigation of Respondent, expired TDDD license number 02-2434550, related to Respondent's purchases and possession of medical grade oxygen after its TDDD license expired and Respondent's failure to properly notify the Board of its change in ownership.
2. On or about July 13, 2021, the Board sent a Notice of Opportunity for Hearing to Respondent, 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.
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2. Respondent neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 13, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
 3. Respondent agrees to pay to the Board a monetary penalty the amount of \$7,500.00. This fine will be attached to the license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine login to www.elicense.ohio.gov and process the items in the cart.
 4. Respondent 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. Respondent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Respondent understands that it has the right to be represented by counsel for review and execution of this agreement.
 7. 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 Respondent will operate.
 8. Respondent waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the ORC 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 Section 149.43 of the ORC.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0108

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

**IN THE MATTER OF:
CASE NO. A-2020-0042**

**PureMd dba Tranquility Laser Center, LLC
*Pending License No. APP-000189629***

c/o Suresh Gupta, MD
1010 Woodman Drive
Dayton, OH 45432

**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 PureMd dba Tranquility Laser Center, LLC (Tranquility Laser), for the purpose of resolving all issues between the parties relating to the Board investigation of Tranquility Laser's illegal purchase and possession of dangerous drugs. Together, the Board and Tranquility Laser 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. Tranquility Laser has a pending Terminal Distributor of Dangerous Drug application, Pending License No. App-000189629, which lists Suresh Gupta, MD, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Tranquility Laser, Wholesaler Distributor of Dangerous Drugs Pending License No. App-000189629, related to Tranquility Laser's illegal purchase and possession of dangerous drugs.
2. On or about March 12, 2021, the Board sent a Notice of Opportunity for Hearing to Tranquility Laser, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about April 7, 2021, Tranquility Laser, through counsel, timely requested an administrative hearing, which was subsequently scheduled for September 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. Tranquility Laser neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 12, 2021; however, the Board maintains that it 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. Tranquility Laser agrees to pay to the Board a monetary penalty in the amount of \$11,000.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Tranquility Laser's TDDD Pending License, No. APP-000189629, will be granted, effective the date of this Agreement.
5. Tranquility Laser agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Tranquility Laser 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 Tranquility Laser of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Tranquility Laser by the Board and will NOT discharge Tranquility Laser from any obligation under the terms of this Agreement.

7. Tranquility Laser agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Tranquility Laser 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 Tranquility Laser will operate.
10. Tranquility Laser explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0109

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

**IN THE MATTER OF:
CASE NO. A-2020-0040**

Woodman Pharmacy
License No. 02-0949800
c/o Paschal C. Okafor, R.Ph.
1010 Woodman Drive, #100
Dayton, OH 453432

**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 Woodman Pharmacy, for the

purpose of resolving all issues between the parties relating to the Board investigation of Woodman Pharmacy's illegal sales of dangerous drugs. Together, the Board and Woodman Pharmacy 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. Woodman Pharmacy is a licensed Terminal Distributor of Dangerous Drug, License No. 02-0949800, which lists Paschal C. Okafor, R.Ph., as the Responsible Person.

FACTS

1. The Board initiated an investigation of Woodman Pharmacy, Terminal Distributor of Dangerous Drugs License No. 02-0949800, related to Woodman Pharmacy's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about March 12, 2021, the Board sent a Notice of Opportunity for Hearing to Woodman 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 April 7, 2021, Woodman Pharmacy, through counsel, timely requested an administrative hearing, which was subsequently scheduled for September 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. Woodman Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 12, 2021; however, the Board maintains that it 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. Woodman Pharmacy agrees to pay to the Board a monetary penalty in the amount of \$5,000.00. This fine will be attached to your license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Woodman 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. Woodman Pharmacy 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 Woodman 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 Woodman Pharmacy by the Board and will NOT discharge Woodman Pharmacy from any obligation under the terms of this Agreement.
6. Woodman 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. Woodman 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 Woodman Pharmacy will operate.
9. Woodman Pharmacy explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
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-2022-0110

Mr. Wilt moved that the Board approve the *Resolution for Joshua Cox*. The motion was seconded by Mr. Goodman and approved by the Board: Aye-6, Nay-0. The following resolution was adopted by the Board:

Resolution for Joshua Cox

WHEREAS, Joshua M. Cox, PharmD., BCPS, has served the citizens of Ohio with distinction as a member of the State of Ohio Board of Pharmacy following his appointment by Governor John R. Kasich in 2016.

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

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

R-2022-0111

Mr. Wilt moved that the Board approve the *Resolution for Megan Marchal*. The motion was seconded by Mr. Huston and approved by the Board: Aye-6, Nay-0. The following resolution was adopted by the Board:

Resolution for Megan Marchal

WHEREAS, Megan E. Marchal, PharmD., R.Ph., has served the citizens of Ohio with distinction as a member of the State of Ohio Board of Pharmacy following her appointment by Governor John R. Kasich in 2013.

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

BE IT RESOLVED that we, the Members of the State of Ohio Board of Pharmacy, in its one hundred thirty-seventh year, do hereby express our profound appreciation to Megan E. Marchal, for her service and recognize her for her commitment to the health and safety of the citizens of Ohio.

R-2022-0112

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

2:49 p.m.

The Board Meeting Adjourned.

Rich Miller, RPh, President

Date: _____

Steven W. Schierholt, Executive Director

Date: _____