



MINUTES OF THE MARCH 7, 2022
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, March 7, 2022

10:07 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, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, *Vice President*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; and Jeff Huston, RPh.

Sharon Maerten-Moore, *Chief Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

10:07 a.m.

Mr. Wilt presented a resolution for Nicole M. Dehner, Esq.

R-2022-0448

Mr. Wilt moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

The State of Ohio
Board of Pharmacy

Resolution of the board

WHEREAS, Nicole M. Dehner, Chief Legal Counsel, has shown exemplary judgment, commitment, integrity, intelligence, and impartiality in matters concerning the profession of Pharmacy, to the benefit of the Board, and to the Citizens of the State of Ohio;

WHEREAS, the Board recognizes that her performance of the duties of Chief Legal Counsel has significantly contributed to the ongoing operation of this Board, enabling this Board to serve its constituents effectively and efficiently;

BE IT RESOLVED that we, the undersigned Members of the State of Ohio Board of Pharmacy, in the Board's one-hundred thirty-eighth year, do

hereby express our profound appreciation to Nicole M. Dehner for her dedication and service to the Board and the Citizens of Ohio;

BE IT FURTHER RESOLVED that this Resolution be spread upon the minutes of the State of Ohio Board of Pharmacy and a copy presented to:

Nicole M. Dehner, Esq.
On this 7th day of March 2022
at the State of Ohio Board of Pharmacy, Columbus, Ohio

10:09 a.m.

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

R-2022-0449

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

12:45 p.m.

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

R-2022-0450

After votes were taken in public session, the Board adopted the following order in the Matter of **Tyler Copp, Mt. Victory, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2021-0371)

In The Matter Of:

Tyler Copp
17514 Country Road 209
Mt. Victory, OH 43340
(License No. 03-131934)

INTRODUCTION

The Matter of Tyler Copp came for hearing on March 7, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, Vice President; Jason George, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; and T.J. Grimm, RPh.

Jennifer Ruddell, RPh; Absent.

Tyler Copp was represented by LaTawnda Moore. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Tyler Copp
2. Kennan Reese

Respondent's Witnesses:

1. Matthew Pacanovsky
2. Deborah Fissel

State's Exhibits:

- | | |
|---|--------------------|
| 1a. Notice Letter | September 1, 2021 |
| 1b. Amended Notice Letter | January 26, 2022 |
| 2. Request for Hearing | No Date |
| 3. Initial Scheduling Order | September 15, 2021 |
| 4. Current Scheduling Order | October 1, 2021 |
| 5. Statement of Respondent | August 26, 2021 |
| 6. Statement of Brigitta Miller | August 26, 2021 |
| 7. Second Statement of Brigitta Miller | October 27, 2021 |
| 8. Statement of Brian Heilbronner | August 26, 2021 |
| 9. Statement of Savoin Kikuchi | August 26, 2021 |
| 10. Statement of Brianna Tucker | August 26, 2021 |
| 11. Final Theft and Loss Report | September 24, 2021 |
| 12. Photos | No Date |
| 13. Final Adjudication Order – Derek Smoody | June 15, 2021 |

Respondent's Exhibits:

- | | |
|--|--------------------|
| A. Integrated Master Treatment Plan of
Respondent - Sealed | September 16, 2021 |
| B. Pharmacist Treatment Contract by and
between Respondent and PRO | October 19, 2021 |
| C. Ohio PRO Client Self-Report for Quarter | January 2, 2022 |
| D. FSSolutions Program Result History Report
of negative observed screens | January 14, 2022 |
| E. Record of Meeting Attendance for period | |

October 24, 2021 to December 30, 2021

F. Withdrawn

G. Letter of Support from Matthew Pacanovsky,

Pharm D

January 20, 2022

H. Letter of Support from Deborah Fissel

January 20, 2022

I. Taylor Copp certified transcript

FINDINGS OF FACT

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

1. From on or about February 28, 2021 to on or about August 23, 2021, Tyler Copp stole morphine, a Schedule II controlled substance, from his employer OhioHealth Doctor's Hospital, located at 5100 West Broad Street, Columbus, Ohio. Tyler Copp stole morphine in the following strengths:
 - a. 45 vials – morphine 1000mg/20ml.
 - b. 2 vials – morphine 2500mg/50ml.
 - c. 1 vial – morphine 200mg/20ml.
2. On or about August 26, 2021, Tyler Copp was interviewed by investigators from the Board. He made the following statements:
 - a. Tyler Copp admitted to stealing morphine from his employer, OhioHealth Doctor's Hospital.
 - b. Tyler Copp admitted he was self-administering morphine in the bathroom at Doctor's Hospital and his residence.
 - c. Tyler Copp stated he would use morphine once or twice a day while at work.
 - d. Tyler Copp admitted to being addicted to morphine.
 - e. Tyler Copp stated he consumed all the drugs himself.
 - f. Tyler Copp admitted to unlawfully removing other oral and injectable drugs through the wasting process but did not specify the type or the amount.
 - g. Tyler Copp stated all the drugs he removed from the hospital had been used and he did not have any in his possession or at his residence.

3. On or about September 1, 2021, Tyler Copp was interviewed by investigators from the Board. He made the following statements:
 - a. Tyler Copp admitted to tampering with hydromorphone 500mg/50ml vials beginning in March 2020.
 - b. Tyler Copp admitted to providing his friend, Derek Smoody, R.Ph., with injectable hydromorphone.
4. On or about September 4, 2021, Tyler Copp was interviewed by investigators from the Board. He made the following statements:
 - a. Tyler Copp only tampered with injectable hydromorphone.
5. On or about September 4, 2021, Tyler Copp was found in possession of the following items, which were turned over to Board investigators:
 - a. Two vials labeled as hydromorphone 500mg/50ml which contained saline.
 - b. 16 BD safety glide needles in packaging.
 - c. Three blue vial caps with flip off lids.
 - d. One vial cap metal crimper.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1)(a), (1)(b), (1)(c), and (2)(a) of the Findings of Fact, each constitutes a violation of Section 2913.02 of the ORC, theft of a controlled substance.
2. Such conduct as set forth in paragraphs (1)(a), (1)(b), (1)(c) and (2)(a) of the Findings of Fact, each constitutes a violation of Section 2925.11(A) of the ORC, Possession of a Schedule II controlled substance.
3. Such conduct as set forth in paragraph (3)(a) of the Findings of Fact, each constitutes a violation of Section 2925.03(A) of the ORC, Aggravated Trafficking in Drugs.
4. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 6, 2017:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the

pharmacist unfit to practice pharmacy, ORC 4729.16(A)(2)(c); and

- c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter 3715.75 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. Engaged in any conduct for which the board may imposed discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
5. Such conduct as set forth in the Findings of Fact, constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. Or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - d. Committed an act involving moral turpitude that constitutes a misdemeanor or felony in this state, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:1-4-01(B)(2)(l); and
 - e. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Tyler Copp on September 1, 2021.

The evidence presented, including Respondent's own statements to the Board's agent that he provided controlled substances to his coworker, a

pharmacist, leads the Board to find Respondent's actions were egregious and reckless, and thus require a more significant suspension than that for a pharmacist who diverted drugs for personal use, only. Because the evidence presented leads the Board to find Respondent was addicted to and abusing the controlled substances he provided to his fellow pharmacist, a pharmacist the Board previously found to have access to controlled substances, and who was found to be addicted to and abusing the same controlled substances as Respondent, the Board finds this matter is distinguished from that warranting revocation and the appropriate discipline here falls short of revocation of Respondent's license.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-131934, held by Tyler Copp and such suspension is effective as of the date of the mailing of this Order.

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

1. Tyler Copp must maintain a current address with the Board throughout the duration of the suspension.
2. Tyler Copp must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Tyler Copp 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 Tyler Copp 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 Tyler Copp 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. Tyler Copp must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 3. Tyler Copp 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 Tyler Copp reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 4. Tyler Copp shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Tyler Copp reappear before the Board for possible additional sanctions, including and up to revocation of license.
 - 5. Tyler Copp must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will

subject Tyler Copp to possible additional sanctions, including and up to revocation of license.

6. Tyler Copp must demonstrate satisfactory proof to the Board that she/he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Tyler Copp must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within **three years** of the effective date of this Order, Tyler Copp must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
9. Tyler Copp 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.
10. When deemed appropriate by the Board, Tyler Copp must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Tyler Copp 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 suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor

and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of Tyler Copp pharmacy license.

13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
14. Periods during which Tyler Copp is not in compliance with all terms of suspension shall toll the length of time of suspension during which Tyler Copp was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If Tyler Copp's employment is related to the practice of pharmacy, Tyler Copp must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Tyler Copp holds a professional license or applies for a professional license, all persons who provide Tyler Copp chemical dependency treatment monitoring, and law enforcement and court personnel if Tyler Copp has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
16. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Tyler Copp's license.

Further, the Board hereby grants the Respondent'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.

Shawn Wilt moved for Findings of Fact; T.J. Grimm seconded the motion. Motion passed (Aye- 6/Nay- 0).

T.J. Grimm moved for Conclusions of Law; Jason George seconded the motion. Motion passed (Aye- 6/Nay- 0).

T.J. Grimm moved for Action of the Board; Shawn Wilt seconded the motion. Motion passed (Aye- 6/Nay- 0).

SO ORDERED.

- 12:47 p.m.** The Board recessed for lunch.
- 1:17 p.m.** The Board returned to Public Session Mr. Garner provided the OARRS Report.
- 1:19 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 1:21 p.m.** Ms. Southard provided the Licensing Report.
- 1:25 p.m.** Ms. Southard presented a resolution titled, *Registered Pharmacy Technicians Upgrading to Certified during Renewal Period*, to the Board for consideration.
- R-2022-0451** Mr. Wilt moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:
-

**Registered Pharmacy Technicians Upgrading to Certified during
Renewal Period**

The Board hereby adopts the following resolution to align with pending rule changes to rule 4729:3-2-03 (A)(3) that are pending finalization:

A registered pharmacy technician who obtained an initial certified pharmacy technician registration during the 2022 renewal period (January 30, 2022 through March 31, 2022) shall receive an expiration date of September 30, 2024 and shall not be required to renew the certified pharmacy technician registration in 2022.

As required by rule 4729:3-4-02 of the Ohio Administrative Code, all certified pharmacy technicians must maintain a valid certification (PTCB or ExCPT) and comply with the renewal and continuing education requirements to maintain the certification.

- 1:29 p.m.** Ms. Maerten-Moore provided the Legal Report.
- 1:30 p.m.** Ms. Maerten-Moore provided the Executive Director Report.
- 1:31 p.m.** Mr. McNamee provided the Legislative Report.
- 1:36 p.m.** Mr. McNamee presented a resolution titled *Matrix Medical - Temporary removal of dangerous drugs from a licensed location (Approved as a COVID resolution on 3/3/22)* to the Board for consideration.
- R-2022-0452** Mr. George moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

The following resolution was adopted by the Board:

Matrix Medical - Temporary removal of dangerous drugs from a licensed location (Approved as a COVID resolution on 3/3/22)

Pursuant to rule 4729:5-3-13(C), the State of Ohio Board of Pharmacy authorizes Matrix Medical, upon successful issuance of a terminal distributor of dangerous drugs license for operation as a mobile clinic in Ohio, to maintain immunizations and other non-controlled substance dangerous drugs used for the treatment of underserved patients using off-site, mobile units. The dangerous drugs maintained off-site shall not be required to be returned to a licensed location within 24-hours of removal. Matrix Medical shall comply with all applicable requirements for in-state licensure in accordance with Chapter 4729 of the Revised Code. Matrix Medical may utilize a prescriber licensed in another state as its responsible person but shall appoint an Ohio-licensed responsible person within 45 days of licensure. This resolution shall remain in effect until October 1, 2022 but may be extended by the Board upon request.

1:39 p.m.

Mr. McNamee presented a resolution titled *Equitas Health – Temporary removal of dangerous drugs from a licensed location* to the Board for consideration.

R-2022-0453

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. Goodman and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

Equitas Health – Temporary removal of dangerous drugs from a licensed location

Pursuant to rule 4729:5-3-13(A), the State of Ohio Board of Pharmacy authorizes Equitas Health to maintain non-controlled substance dangerous drugs used for the treatment of underserved patients using off-site, mobile units. The dangerous drugs maintained off-site shall be required to be returned to a licensed location within 72-hours of removal. This resolution shall remain in effect until rescinded by the Board.

1:41 p.m.

Mr. McNamee presented a resolution titled *Clark County Combined Health District – Bicillin Request* to the Board for consideration.

R-2022-0454

Ms. Buettner moved that the Board approve the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

Clark County Combined Health District – Bicillin Request

Pursuant to section 4729.25 of the Revised Code, the State of Ohio hereby permits the Clark County Combined Health District to engage in the occasional wholesale sales of bicillin to medical practices in Clark County, as such a project is deemed to be in the public interest. The Clark County Combined Health District shall comply with all occasional wholesale sale requirements in accordance Chapter 4729. of the Revised Code and rules adopted thereunder. Additionally, the Board waives the provision in paragraph (B) of rule 4729:5-3-09. This resolution shall remain in effect until rescinded by the Board. The Board further authorizes the amendment of rule 4729:5-3-09 to authorize, subject to Board approval, local health departments to engage in the occasional wholesale sale of non-controlled dangerous drugs.

- 1:47 p.m.** Mr. McNamee proposed amendments of rule 4729:5-5-06 - *Labeling of drugs dispensed on prescription*.
- R-2022-0455** Mr. Huston moved that the Board amend rule 4729:5-5-06 - *Labeling of drugs dispensed on prescription* for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.
- 1:48 p.m.** Mr. McNamee provided an update on rule 4729:5-3-20 - *Pharmacy Pilot or Research Projects* for which no vote was needed.
- 1:50 p.m.** Ms. Maerten-Moore provided the Medical Marijuana Control Program Update.
- 1:55 p.m.** Ms. Maerten-Moore presented a Petition for a New Medical Marijuana Form/Method — Cannabis Aerosol Inhaler — to the Board for consideration.
- R-2022-0456** Mr. Goodman moved that the Board approve the New Medical Marijuana Form/Method. The motion was seconded by Mr. George and approved by the Board: Yes-5, No-1. Let the record show Mr. Grimm voted No on this matter.
- 2:21 p.m.** Ms. Maerten-Moore presented *Advertising Submission #1866 – Amplify*, which was previously reviewed by the Health Claims Review Committee, to the Board for consideration.
- R-2022-0457** Mr. Wilt moved that the Board approve the Health Claims Review Committee’s recommendation regarding *Advertising Submission #1866*

– *Amplify*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:27 p.m.

Ms. Maerten-Moore presented *Buckeye Relief Foundational Training*, which was previously reviewed by the Health Claims Review Committee, to the Board for consideration.

R-2022-0458

Ms. Buettner moved that the Board approve the Health Claims Review Committee's recommendation regarding *Buckeye Relief Foundational Training*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:28 p.m.

Ms. Maerten-Moore presented *Standard Wellness' Gummies Sales Card*, which was previously reviewed by the Health Claims Review Committee, to the Board for consideration.

R-2022-0459

Mr. Wilt moved that the Board approve the Health Claims Review Committee's recommendation regarding *Standard Wellness' Gummies Sales Card*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:30 p.m.

Ms. Maerten-Moore presented *Standard Wellness' Terpene Card*, which was previously reviewed by the Health Claims Review Committee, to the Board for consideration.

R-2022-0460

Ms. Buettner moved that the Board approve the Health Claims Review Committee's recommendation regarding *Standard Wellness' Terpene Card*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:31 p.m.

Ms. Maerten-Moore presented *Advertising Submission 1794: GTI - PowerPoint Presentation (Cannabis and Cancer)*, which was previously reviewed by the Health Claims Review Committee, to the Board for consideration.

R-2022-0461

Mr. Wilt moved that the Board approve the Health Claims Review Committee's recommendation regarding *Advertising Submission 1794: GTI - PowerPoint Presentation (Cannabis and Cancer)*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:35 p.m.

Ms. Maerten-Moore proposed amendments of rules 3796:6-3-01 *Dispensary operations generally*, 3796:6-3-02 *Dispensary premises generally*, 3796:6-3-03 *Hours of operation*, 3796:6-3-11 *Duty to report*, 3796:6-3-14 *Destruction and disposal of medical marijuana*, 3796:6-3-16 *Monitoring, surveillance, and security requirements*, 3796:6-3-22 *Prohibitions*, 3796:6-4-02 *Compliance and inspection of medical marijuana dispensaries*, 3796:6-4-03 *Grounds for discipline*, 3796:6-4-07 *Failure to properly store medical marijuana*, 3796:7-2-03 *Procedure for caregiver registration*, 3796:7-2-08 *Grounds for discipline*, and

3796:7-2-11 *Release of registered patient information maintained by the state board of pharmacy* to the Board for consideration.

R-2022-0462

Mr. Wilt moved that the Board amend rules 3796:6-3-01 *Dispensary operations generally*, 3796:6-3-02 *Dispensary premises generally*, 3796:6-3-03 *Hours of operation*, 3796:6-3-11 *Duty to report*, 3796:6-3-14 *Destruction and disposal of medical marijuana*, 3796:6-3-16 *Monitoring, surveillance, and security requirements*, 3796:6-3-22 *Prohibitions*, 3796:6-4-02 *Compliance and inspection of medical marijuana dispensaries*, 3796:6-4-03 *Grounds for discipline*, 3796:6-4-07 *Failure to properly store medical marijuana* for filing with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

2:47 p.m.

Ms. Maerten-Moore and Mr. Sheridan led a discussion on the pending dispensary applications to relocate for BCR Retail Cleveland, LLC (MMD.0700086) and The Forest Sandusky, LLC (MMD.0700006), which would, if approved, grant the dispensary relocation requests, as well as a resolution titled *Variance for Currently Licensed Dispensaries*.

R-2022-0463

Ms. Buettner moved to grant the dispensary relocation requests for BCR Retail Cleveland, LLC (MMD.0700086) and The Forest Sandusky, LLC (MMD.0700006), contingent upon the applications meeting all the requirements set forth in chapter 3796 of the Ohio Revised Code and chapter 3796 of the Ohio Administrative Code and the Board's Resolution titled *Variance for Currently Licensed Dispensaries*. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2022-0464

Mr. Wilt moved that the Board amend rules 3796:7-2-03 *Procedure for caregiver registration*, 3796:7-2-08 *Grounds for discipline*, and 3796:7-2-11 *Release of registered patient information maintained by the state board of pharmacy* for filing with JCARR. The motion was seconded by Mr. Goodman and approved by the Board: Yes-6, No-0.

3:06 p.m.

The Board Recessed for a short Break.

R-2022-0465

The Board returned to Public Session and Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on January 25, 2022, in the matter of **Blossom Hill, Inc, Westlake, Ohio**.

R-2022-0466

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on February 17, 2021, in the matter of **Hudson Elms, Hudson, Ohio**.

R-2022-0467

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

**IN THE MATTER OF:
Case No. A-2020-0679**

Charlene Glass-Frasca, RPh
License No. 03-118950
232 Old Oak Drive
Cortland, OH 44410

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Charlene Glass-Frasca, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal processing of drug documents. Together, the Board and Charlene Glass-Frasca 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Charlene Glass-Frasca is a licensed pharmacist in the state of Ohio under license number 03-118950.

FACTS

1. The Board initiated an investigation of Charlene Glass-Frasca, pharmacist license number 03-118950, and related to illegal processing of drug documents.
2. On or about September 22, 2021, the Board sent a Notice of Opportunity for Hearing to Charlene Glass-Frasca, 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.
3. On or about September 29, 2021, Charlene Glass-Frasca, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for March 8, 2022.

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. Charlene Glass-Frasca neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 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. Charlene Glass-Frasca agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to Charlene Glass-Frasca's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Charlene Glass-Frasca must obtain eight hours of approved continuing pharmacy education (0.8 CEUs) which may not also be used for license renewal. The 0.8 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Charlene Glass-Frasca agrees to not fill prescriptions for herself or her immediate family for 2 years from the effective date of this agreement.
6. The Board hereby imposes a written reprimand on Charlene Glass-Frasca's pharmacist license, number 03-18950.
7. Charlene Glass-Frasca agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Charlene Glass-Frasca understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Charlene Glass-Frasca 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.
10. Charlene Glass-Frasca explicitly withdraws her 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.

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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0468

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

**IN THE MATTER OF:
Case No. A-2020-0032**

**American Red Cross
License No. 01-0014750
c/o Dr. James Westra
995 E. Broad Street
Columbus, Ohio 43205**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and American Red Cross for the purpose of resolving all issues between the parties relating to the Board investigation of possessing and selling dangerous drugs without the proper licensure with the Board. Together, the Board and American Red Cross 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. American Red Cross has an active WDDD license with the Board under license number 01-0014750, which lists Dr. James Westra, as the Responsible Person.

FACTS

1. The Board initiated an investigation of American Red Cross, WDDD license number 01-0014750, related to possessing and selling dangerous drugs without the proper licensure with the Board.
2. On or about September 30, 2021, the Board sent a Notice of Opportunity for Hearing to American Red Cross, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. American Red Cross neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 30, 2021, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. American Red Cross agrees to pay to the Board a monetary penalty the amount of \$3,600.00. This fine will be attached to American Red Cross's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. American Red Cross agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. American Red Cross agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs,

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

6. American Red Cross agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. American Red Cross understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom American Red Cross will operate.
9. American Red Cross 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-2022-0469

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

**IN THE MATTER OF:
CASE NO. A-2021-0395**

**Bethel Animal Clinic
License No. 02-2597000**

c/o Dr. Ray Ruhmund, DVM
301 South Main Street
New Carlisle, OH 45344

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 Bethel Animal Clinic for the purpose of resolving all issues between the parties relating to the Board investigation of drug diversion and improper drug security. Together, the Board and Bethel Animal Clinic are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Bethel Animal Clinic is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2597000.

FACTS

1. The Board initiated an investigation of Bethel Animal Clinic, Terminal Distributor of Dangerous Drugs license number 02-2597000, related to Bethel Animal Clinic's employee's drug diversion and improper drug security
2. On or about September 15, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Bethel Animal Clinic, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about October 9, 2021, Bethel Animal Clinic timely requested an administrative hearing, which was scheduled for December 8, 2021. The hearing was continued for settlement negotiations. A new date was not scheduled.

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. Bethel Animal Clinic neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated September 15, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Bethel Animal Clinic agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Bethel Animal Clinic agrees the Board will modify Bethel Animal Clinic's current Terminal Distributor of Dangerous Drugs license to a Terminal – Facility – Category 2 license type and maintain the current license number 02-2597000.
5. The Board hereby imposes a written reprimand on Bethel Animal Clinic's TDDD license, number 02-2597000.
6. Bethel Animal Clinic agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Bethel Animal Clinic agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Bethel Animal Clinic of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Bethel Animal Clinic by the Board and will NOT discharge Bethel Animal Clinic from any obligation under the terms of this Agreement.
8. Bethel Animal Clinic agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Bethel Animal Clinic understands that it has the right to be represented by counsel for review and execution of this agreement.

10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Bethel Animal Clinic will operate.
11. Bethel Animal Clinic 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.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
15. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
16. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0470

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

**IN THE MATTER OF:
CASE NO. A-2021-0274
A-2019-0391**

**Nicolas Edwin Beatty, RPh
License No. 03-135569
9663 E. Berrysville Road
Hillsboro, OH 45133**

**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 Nicolas Beatty, RPh, for the purpose of resolving all issues between the parties relating to the Board

investigation of illegal processing and an error in dispensing. Together, the Board and Nicolas Beatty 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Nicolas Beatty is a licensed pharmacist in the state of Ohio under license number 03-135569.

FACTS

1. The Board initiated an investigation of Nicolas Beatty, pharmacist license number 03-135569, related to illegal processing and an error in dispensing.
2. On or about August 31, 2021, the Board sent two Notice of Opportunity for Hearing letters to Nicolas Beatty, A-2021-0274 and A-2019-0391, which outlined the allegations and provided notice of his right to a hearing in both matters, his rights in such hearing(s), and his right to submit contentions in writing.
3. On or about September 22, 2021, Nicolas Beatty, through counsel Zachary Swisher, timely requested an administrative hearing for both matters, which were subsequently scheduled for March 7, 2022. The matters were settled prior to administrative hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Nicolas Beatty neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters, A-2021-0274 and A-2019-0391, dated August 31, 2021; however, the Board has evidence sufficient to sustain the allegations in the Notices, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. Nicolas Beatty agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to Nicolas Beatty's license record and must be paid no later than 180 days from the

effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. Nicolas Beatty must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Nicolas Beatty's pharmacist license, number 03-135569.
6. Nicolas Beatty agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Nicolas Beatty understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Nicolas Beatty agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Nicolas Beatty explicitly 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.
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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0471

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

**IN THE MATTER OF:
CASE No. A-2020-0050**

Dr. James Franklin, DDS
15 Shaker Run Road
Peebles, Ohio 45660

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Dr. James Franklin, DDS for the purpose of resolving all issues between the parties relating to the Board investigation of unlawful use of the OARRS database. Together, the Board and Dr. James Franklin, DDS, are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.86 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to restrict a person from obtaining further information from the drug database known as the Ohio Automated Rx Reporting System (OARRS).
2. Dr. James Franklin, DDS signed the OARRS user agreement on March 4, 2015 and is an authorized user of the OARRS database.

FACTS

1. The Board initiated an investigation of Dr. James Franklin, DDS's unlawful use of the OARRS database.
2. On or about October 18, 2021, the Board sent a Notice of Opportunity for Hearing to Dr. James Franklin, DDS, 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 November 5, 2021, Dr. James Franklin, DDS, through counsel, timely requested an administrative hearing, which was subsequently scheduled for March 9, 2022.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Dr. James Franklin, DDS neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 18, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Dr. James Franklin, DDS agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Dr. James Franklin, DDS understands that any violation of the OARRS database laws and rules, or a violation of any other state or federal law will be considered a violation of the Agreement and may result in a hearing before the Board and/or additional criminal and/or administrative charges resulting in a penalty that could include permanent revocation of OARRS access.
5. Dr. James Franklin, DDS agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Dr. James Franklin, DDS understands that it has the right to be represented by counsel for review and execution of this agreement.
7. Dr. James Franklin, DDS 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 applications for a new license.
8. Dr. James Franklin, DDS 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.
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-2022-0472

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

**IN THE MATTER OF:
CASE NO. A-2019-0444**

IHS Pharmacy and Wellness Center
License No. 02-22374500
c/o Christopher Weeks, RPh
9400 Reading Road
Cincinnati, Ohio 45215

**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 IHS Pharmacy and Wellness Center for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and IHS Pharmacy and Wellness Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. IHS Pharmacy and Wellness Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-22374500.

FACTS

1. The Board initiated an investigation of IHS Pharmacy and Wellness Center, Terminal Distributor of Dangerous Drugs license number 02-22374500, related to IHS Pharmacy and Wellness Center's error in dispensing.
2. On or about August 23, 2021, the Board sent a Notice of Opportunity for Hearing to IHS Pharmacy and Wellness Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about September 23, 2021, IHS Pharmacy and Wellness Center, timely requested an administrative hearing, which was

subsequently scheduled for February 9, 2022. The matter was settled prior to administrative hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. IHS Pharmacy and Wellness Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 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. IHS Pharmacy and Wellness Center 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 Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on IHS Pharmacy and Wellness Center's TDDD license, number 02-22374500.
5. IHS Pharmacy and Wellness Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. IHS Pharmacy and Wellness Center agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by IHS Pharmacy and Wellness Center of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to IHS Pharmacy and Wellness Center by the Board and will NOT discharge IHS Pharmacy and Wellness Center from any obligation under the terms of this Agreement.

7. IHS Pharmacy and Wellness Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. IHS Pharmacy and Wellness Center 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 IHS Pharmacy and Wellness Center will operate.
 10. IHS Pharmacy and Wellness Center 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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0473

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

**IN THE MATTER OF:
CASE NO. A-2019-0442**

Christine Weyman, RPh
License No. 03-324290
350 Oliver Road
Cincinnati, Ohio 45215

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 Christine Weyman, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Christine Weyman 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Christine Weyman is a licensed pharmacist in the state of Ohio under license number 03-324290.

FACTS

1. The Board initiated an investigation of Christine Weyman, pharmacist license number 03-324290, related to an error in dispensing.
2. On or about August 23, 2021, the Board sent a Notice of Opportunity for Hearing to Christine Weyman, 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.
3. On or about September 23, 2021, Christine Weyman, timely requested an administrative hearing, which was subsequently scheduled for February 9, 2022. The matter was settled prior to administrative hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Christine Weyman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 23,

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

3. Christine Weyman agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Christine Weyman's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Christine Weyman must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Christine Weyman's pharmacist license, number 03-324290.
6. Christine Weyman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Christine Weyman understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Christine Weyman agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Christine Weyman explicitly withdraws her 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.
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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

14. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0474

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

**IN THE MATTER OF:
CASE NO. A-2020-0139**

**Central Drugs Compounding Pharmacy
License No. 02-1970600
c/o Ashwin Patel, R.Ph.
520 W. La Habra Blvd.
La Habra, CA 90631**

**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 Central Drugs Compounding Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of Central Drugs Compounding Pharmacy failure to report discipline upon renewal of its license to the Board. Together, the Board and Central Drugs Compounding 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. Central Drugs Compounding Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1970600.

FACTS

1. The Board initiated an investigation of Central Drugs Compounding Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1970600, related to Central Drugs Compounding Pharmacy failure to report discipline upon renewal of its license to the Board.
2. On or about October 28, 2021 the Board sent a Notice of Opportunity for Hearing to Central Drugs Compounding 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 November 12, 2021, Central Drugs Compounding Pharmacy, through counsel Anthony Calamunci, timely requested an administrative hearing, which was subsequently scheduled for April 4, 2022.

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. Central Drugs Compounding Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 28, 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. Central Drugs Compounding Pharmacy agrees to pay to the Board a monetary penalty the amount of \$5,000.00 This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Central Drugs Compounding Pharmacy's TDDD license, number 02-1970600.

5. Central Drugs Compounding 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. Central Drugs Compounding 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 Central Drugs Compounding 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 Central Drugs Compounding Pharmacy by the Board and will NOT discharge Central Drugs Compounding Pharmacy from any obligation under the terms of this Agreement.
7. Central Drugs Compounding 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. Central Drugs Compounding 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 Central Drugs Compounding Pharmacy will operate.
10. Central Drugs Compounding 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.

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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0475

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

**IN THE MATTER OF:
CASE NO. A-2019-0130**

**CVS Pharmacy #6178
License No. 02-2011500
c/o David Lightle, RPh
143 E. Sandusky Ave.
Bellefontaine, OH 43311**

**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 CVS Pharmacy #6178 for the purpose of resolving all issues between the parties relating to the error in dispensing and pharmacy practice act violations. Together, the Board and CVS Pharmacy #6178 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. CVS Pharmacy #6178 is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 2011500.

FACTS

1. The Board initiated an investigation of CVS Pharmacy #6178, Terminal Distributor of Dangerous Drugs license number 02- 2011500, related to CVS Pharmacy # error in dispensing and pharmacy practice act violations.
2. On or about July 14, 2021, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #6178, 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 August 13, 2021, CVS Pharmacy #6178, through counsel Brian Convery, timely requested an administrative hearing, which was subsequently scheduled for January 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. CVS Pharmacy #6178 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 14, 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. CVS Pharmacy #6178 agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to the TDDD license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on CVS Pharmacy #6178's TDDD license, number 02- 2011500.
5. CVS Pharmacy #6178 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. CVS Pharmacy #6178 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 CVS Pharmacy #6178 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 CVS Pharmacy #6178 by the Board and will NOT discharge CVS Pharmacy #6178 from any obligation under the terms of this Agreement.
7. CVS Pharmacy #6178 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS Pharmacy #6178 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 CVS Pharmacy #6178 will operate.
10. CVS Pharmacy #6178 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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0476

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

**In the Matter of:
A-2019-0130**

**David Scott Lightle, RPH
508 Thomas Drive
Cridersville, Ohio 45806**

**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 Lightle, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the error in dispensing and pharmacy practice act violations. Together, the Board and David Lightle 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 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. David Lightle is a licensed pharmacist in the state of Ohio under license number 03-120928.
3. David Lightle is the Responsible Person at CVS Pharmacy #6178, located at 143 E. Sandusky Ave., Bellefontaine, Ohio.

FACTS

1. The Board initiated an investigation of David Lightle, pharmacist license number 03-120928, related to an error in dispensing and pharmacy practice act violations.
2. On or about July 14, 2021, the Board sent a Notice of Opportunity for Hearing to David Lightle, which outlined the allegations and provided the 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. David Lightle neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 14, 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. David Lightle agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to David Lightle's license record and must be paid no later than 180 days from the effective date of this Order. To pay the fine, login to www.elicense.ohio.gov and process the items in the cart.
4. David Lightle must obtain six hours of continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The .6 CEUs must include a Board's Responsible Person

Roundtable presentation and must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov

5. The Board hereby imposed a written reprimand on David Lightle's pharmacist license, number 03-120928.
6. David Lightle agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. David Lightle understands that he has the right to be represented by counsel for review and execution of this agreement.
8. David Lightle agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. David Lightle explicitly withdraws any 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.
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 the 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. If any of the provisions, terms, or clause of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2022-0477

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

Mr. Goodman recused from settlement discussions in the matter of Citywide RX, LLC, DBS Specialty RX.

**IN THE MATTER OF:
CASE NO. A-2021-0189**

Citywide RX, LLC, DBA Specialty RX
License No. 02-2865500
c/o Jessica McEldowney, RPh
2787 Charter Street
Columbus, OH 43228

**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 Citywide RX, LLC, DBA Specialty RX (Specialty RX) for the purpose of resolving all issues between the parties relating to the Board investigation of improper storage of COVID-19 vaccines. Together, the Board and Specialty RX 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. Specialty RX is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2865500.

FACTS

4. The Board initiated an investigation of Specialty RX, Terminal Distributor of Dangerous Drugs license number 02-2865500, related to Specialty RX's improper storage of COVID-19 vaccines.

5. On or about December 10, 2021, the Board sent a Notice of Opportunity for Hearing to Specialty RX, 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.
6. On or about December 29, 2021, Specialty RX, through counsel, timely requested an administrative hearing, which was subsequently scheduled for June 7, 2022.

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:

13. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
14. Specialty RX neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 10, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
15. Specialty RX agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to the license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
16. The Board hereby imposes a written reprimand on Specialty RX's TDDD license, number 02-2865500.
17. Specialty RX agrees to train its staff on a periodic basis and will document the training to the Board regarding proper temperature monitoring of its refrigerators and freezers.
18. Specialty RX 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.
19. Specialty RX 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 Specialty RX 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 Specialty RX by the Board and will NOT discharge Specialty RX from any obligation under the terms of this Agreement.

20. Specialty RX agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
21. Specialty RX understands that it has the right to be represented by counsel for review and execution of this agreement.
22. 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 Specialty RX will operate.
23. Specialty RX 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.
24. 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.
25. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
26. 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.
27. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
28. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0478

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

**IN THE MATTERS OF:
Case No. A-2019-0067**

Lia Harb, RPh
Surrendered License No. 03-331619
7625 Christian Lee Circle
Knoxville, Tennessee 37931

**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 Lia Harb, for the purpose of resolving all issues between the parties relating Lia Harb failing to maintain an active Ohio pharmacist license during the time of probation imposed by her November 9, 2020 Board Order. Together, the Board and Lia Harb 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. Lia Harb is an Ohio-licensed pharmacist under expired license number 03-331619.

FACTS

1. The Board initiated an investigation Lia Harb, expired pharmacist license number 03-331619, related to Lia Harb's failure to maintain an active Ohio pharmacy license during the term of probation imposed by the November 9, 2020 Board Order.
2. On or about November 4, 2020, Lia Harb came for hearing before the Board. On or about November 9, 2020, the Board issued an Order which reinstated Lia Harb's license to practice pharmacy in Ohio. The Order imposed a period of probation for five years beginning the effective date of the Order. Ms. Harb was ordered to sign a contract with the Tennessee Pharmacy Recovery Network (TPRN) for a period of not less than five years.
3. On or about November 21, 2020, Ms. Harb signed a contract with TPRN. Per the November 9, 2020 Board Order, failure to adhere to the terms of the monitoring contract will be considered a violation of

the Board's Order and subject Lia Harb to potential sanctions up to and including revocation of license.

4. In order to complete the terms of the November 9, 2020 Board Order, and retire Ohio pharmacist license No. 03-129762 without discipline pending, parties reached the following Agreement.

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. **Lia Harb agrees to voluntarily surrender to the State of Ohio Board of Pharmacy her license to practice pharmacy, expired license No. 03-129762, with discipline pending. Her license will remain in "Inactive- Board Action" status until the terms of the Agreement are successfully completed.**
3. **The Board agrees to accept Lia Harb's voluntary surrender without bringing additional disciplinary action related to Lia Harb's noncompliance with the terms of the November 9, 2020 Board Order, specifically, allowing her Ohio pharmacist license, No. 03-129762, to lapse.**
4. **Lia Harb agrees that upon successful completion of all terms and conditions of this Agreement, including successful completion of not less than five-years of compliance with the monitoring contract Lia Harb signed with the Tennessee Pharmacy Recovery Network (TPRN), effective November 21, 2020, as set forth in Attachment A, attached hereto and incorporated as though fully set forth herein, Lia Harb's expired Ohio pharmacist license, No. 03-129762, will be placed in "inactive" status with no discipline pending, and all discipline attached to this matter will be closed. To successfully close the discipline attached to this matter, the following terms and conditions apply:**
 - a. **Lia Harb, through TPRN, must immediately report any violation of the terms of the November 21, 2020 TPRN contract to the Board by contacting legal@pharmacy.ohio.gov. Failure to report any violation shall be treated as a violation of this Agreement and will subject Lia Harb to possible additional sanctions, including and up to revocation of license.**

- b. Upon five years of successful completion with TPRN's November 21, 2020 monitoring contract, Lia Harb, through TPRN, must notify the Board of Lia Harb's compliance with the contract.**
 - c. Lia Harb, must notify the Board of successful completion of all terms and conditions imposed by this Agreement.**
 - d. Failure to adhere to the terms of the November 21, 2020 TPRN monitoring contract will be considered a violation of this Agreement and subject Lia Harb to potential sanctions up to and including revocation of Lia Harb's license.**
- 5. Lia Harb agrees to not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, unless or until all terms and conditions stated in Term 4 of this Agreement have been successfully completed.
- 6. Lia Harb understands that if after the successful completion of all terms and conditions of this Agreement, she desires to reactivate her license to practice pharmacy in Ohio, she must comply with either the reinstatement application requirements which include successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board, or the reciprocity application requirements which include holding an active license to practice pharmacy in another state.
- 7. Any violation of this Agreement 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 Lia Harb's license.
- 8. Lia Harb agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
- 9. Lia Harb understands that she has the right to be represented by counsel for review and execution of this agreement.
- 10. Lia Harb 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.
- 11. Lia Harb explicitly waives the requirements of Chapter 119. of the Ohio Revised Code, including his right to notice and opportunity for hearing as set forth in Section 119.07 of the Ohio Revised Code, his opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, waives any right to an appeal.

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

R-2022-0479

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

R-2022-0480

Mr. Wilt moved to adopt the Board's Resolution titled *Variance for Currently Licensed Dispensaries*. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

Variance for Currently Licensed Dispensaries**Approved 3/7/2022**

Upon the effective date of the amendments to rules 3796:6-3-02 and 3796:6-3-16, as approved by the State of Ohio Board of Pharmacy on March 7, 2022 and incorporated herein, all dispensaries currently holding either a provisional dispensary license (PDL) or certificate of operation (COO) shall be granted a variance and specifically shall not be required to comply with the following:

- OAC Rule 3796:6-3-02(L), (M) , (N) and/or (O);
- All amendments to OAC Rule 3796:6-3-16(B)(8) and/or (9);
- OAC Rule 3796:6-3-16(B)(15); and/or
- OAC Rule 3796:6-3-16(E)(5).

This variance shall remain effective until revoked by the Board and shall be subject to the following:

- Dispensaries currently holding a PDL or COO shall remain obligated to comply if, and to the extent that, the dispensary is already in compliance with any portion of the above-listed rule amendments.
 - The variance shall no longer apply to a dispensary holding a PDL or COO if:
 - The dispensary submits and the Board grants a request for relocation, pursuant to OAC Rule 3796:6-2-13;
 - The dispensary submits and the Board grants a request for a major modification, pursuant to OAC Rule 3796:6-3-02, that will impact any of the above-listed rule amendments; and/or
 - o The Board determines that compliance with any of the above-listed rule amendments is required to ensure the safety of medical marijuana, dispensary staff, patients and caregivers, or the general public pursuant to OAC Rule 3796:6-3-16(H) and (I).
-

R-2022-0481

Ms. Buettner moved that the February 7-8, 2022, Board Meeting Minutes be approved as amended. The motion was seconded by Mr. Wilt and approved by the Board: Yes-6, No-0.

R-2022-0482

Ms. Buettner moved that the February 7, 2022, Probation Meeting Minutes be approved as written. The motion was seconded by Mr. Wilt and approved by the Board: Yes-6, No-0.

R-2022-0483

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacist Christopher Fraley, Chillicothe, Ohio, Mr. Grimm moved that the Board summarily suspend the Pharmacist license belonging to Christopher Fraley, Chillicothe, Ohio. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2022-0484

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacist Brieann Dyer, Pickerington, Ohio, Mr. Wilt moved that the Board summarily suspend the Pharmacist license belonging to Brieann Dyer, Pickerington, Ohio. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0.

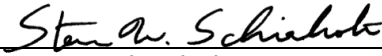
R-2022-0485

Ms. Buettner moved to Adjourn the March 2022 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

4:10 p.m.

The Board Meeting Adjourned.



Rich Miller, RPh, PresidentDate: 04.05.2022

Steven W. Schierholt, Executive DirectorDate: 04.05.2022