

**MINUTES OF THE APRIL 9, 2024
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

Tuesday, April 9, 2024

9:07 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, with the following members present:

Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh; and Christine Pfaff, RPh.

Absent: Rich Miller, RPh.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Joe Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

R-2024-0397

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

**IN THE MATTER OF:
CASE NO. A-2023-0386**

Chad Patrick Thompson, RPh
License No. 03-325685
6139 Misty Creek Dr.
Loveland, OH 45140

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 Chad Thompson, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician trainee without active Board registration. Together, the Board and Chad Thompson 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

2. 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.
3. Chad Thompson is a licensed pharmacist in the state of Ohio under license number 03-325685.
4. Chad Thompson is listed as the Responsible Person of Tri-State Compounding Pharmacy, located at 7715 Beechmont Ave., Cincinnati, OH 45255

FACTS

1. The Board initiated an investigation of Chad Thompson, pharmacist license number 03-325685, and Tri-State Compounding Pharmacy, related to an employee of Tri-State Compounding Pharmacy performing duties of a pharmacy technician trainee without active Board registration.
2. On or about February 13, 2024, the Board sent a Notice of Opportunity for Hearing to Chad Thompson, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement, as though fully set forth herein.
2. Chad Thompson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 13, 2024; 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. Chad Thompson agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Chad Thompson'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. The Board hereby imposes a written reprimand on Chad Thompson's pharmacist license, number 03-325685.
5. Chad Thompson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Chad Thompson understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Chad Thompson agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Chad Thompson 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.
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. 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.

R-2024-0398

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

**IN THE MATTER OF:
CASE NO. A-2023-0406**

Chad Patrick Thompson, RPh
license No. 03-334937
6139 Misty Creek Dr.
Loveland, OH 45140

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 Chad Thompson, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the improper compounding practices of a sterile eye drop preparation dispensed to a patient. Together, the Board and Chad Thompson are referred to hereinafter as “the parties.”

JURISDICTION

5. 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.
6. Chad Thompson is a licensed pharmacist in the state of Ohio under license number 03-334937.
7. Chad Thompson is listed as the Responsible Person of Tri-State Compounding Pharmacy, located at 7715 Beechmont Ave., Cincinnati, OH 45255

FACTS

3. The Board initiated an investigation of Chad Thompson, pharmacist license number 03-334937, and Tri-State Compounding Pharmacy, related to the improper compounding practices of a sterile eye drop preparation dispensed to a patient.
4. On or about February 13, 2024, the Board sent a Notice of Opportunity for Hearing to Chad Thompson, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement, as though fully set forth herein.
2. Chad Thompson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 13, 2024; 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. Chad Thompson agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Chad Thompson'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. Chad Thompson 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 Chad Thompson's pharmacist license, number 03-334937.
6. Chad Thompson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Chad Thompson understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Chad Thompson 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. Chad Thompson 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.

R-2024-0399

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

**IN THE MATTER OF:
CASE NO. A-2023-0387**

Tri-State Compounding Pharmacy
License No. 02-1356250
c/o, Chad Patrick Thompson, RPh
7715 Beechmont Ave.
Cincinnati, OH 45255

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 Tri-State Compounding Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician trainee without active Board registration. Together, the Board and Tri-State 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. Tri-State Compounding Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1356250.

FACTS

1. The Board initiated an investigation of Tri-State Compounding Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1356250, related to an employee performing duties of a pharmacy technician trainee without active Board registration.
2. On or about February 13, 2024 the Board sent a Notice of Opportunity for Hearing to Tri-State 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.

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. Tri-State Compounding Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 13, 2024; 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. Tri-State Compounding Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250. 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 Tri-State Compounding Pharmacy's TDDD license, number 02-1356250.
5. Tri-State 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. Tri-State 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 Tri-State 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 Tri-State Compounding Pharmacy by the Board and will NOT discharge Tri-State Compounding Pharmacy from any obligation under the terms of this Agreement.
7. Tri-State 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. Tri-State 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 Tri-State Compounding Pharmacy will operate.
10. Tri-State 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.

R-2024-0400

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

**IN THE MATTER OF:
CASE NO. A-2023-0405**

Tri-State Compounding Pharmacy
License No. 02-1356250
c/o, Chad Patrick Thompson, RPh
7715 Beechmont Ave.
Cincinnati, OH 45255

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 Tri-State Compounding Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of the improper compounding practices of a sterile eye drop preparation dispensed to a patient. Together, the Board and Tri-State 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. Tri-State Compounding Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1356250.

FACTS

1. The Board initiated an investigation of Tri-State Compounding Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-1356250, related to the improper compounding practices of a sterile eye drop preparation dispensed to a patient.
2. On or about February 13, 2024 the Board sent a Notice of Opportunity for Hearing to Tri-State 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.

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. Tri-State Compounding Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 13, 2024; 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. Tri-State Compounding Pharmacy agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 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 Tri-State Compounding Pharmacy's TDDD license, number 02-1356250.
5. Tri-State 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. Tri-State 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 Tri-State 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 Tri-State Compounding Pharmacy by the Board and will NOT discharge Tri-State Compounding Pharmacy from any obligation under the terms of this Agreement.
7. Tri-State 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. Tri-State 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 Tri-State Compounding Pharmacy will operate.

10. Tri-State 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.
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R-2024-0401

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

**IN THE MATTER OF:
CASE NO. A-2022-0073**

Michael Michael
License No. 09-122883
1207 Summit Blvd.
Broadview Heights, OH 44147

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 Michael Michael for the purpose of resolving all issues between the parties relating to the Board investigation of working at Akron Pharmacy dba Mac Pharmacy, located at 879 East Exchange Street, Akron, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Michael Michael are referred to hereinafter as “the parties.”

JURISDICTION

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

2. Michael Michael was a pharmacy technician trainee in the state of Ohio under registration number 09-122883 and currently is a certified pharmacy technician in the state of Ohio under registration number 09-316794.

FACTS

1. The Board initiated an investigation of Michael Michael, pharmacy technician trainee registration number 09-122883, related to Michael Michael's working as a pharmacy technician at Akron Pharmacy dba Mac Pharmacy without maintaining a valid registration as a pharmacy technician.
2. On or about January 24, 2024 the Board sent a Notice of Opportunity for Hearing to Michael Michael which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Michael Michael neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 24, 2024; 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. Michael Michael agrees to pay to the Board the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Michael Michael's pharmacy technician trainee registration, number 09-122883.
5. Michael Michael agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Michael Michael understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Michael Michael agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.

8. Michael Michael 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.
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. 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.

R-2024-0402

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

**IN THE MATTER OF:
Case No. A-2024-0018**

Mollee Stone
SUSPENDED Registration No. 09-202482
132 Coronado Drive
Brookville, Ohio 45309

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 Mollee Stone, for the purpose of resolving all issues between the parties relating to the theft of controlled substances from the pharmacy where you were employed. Together, the Board and Mollee Stone are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.90 of the Ohio Revised Code to perform the duties of a registered pharmacy technician in the state of Ohio.
2. Mollee Stone is an Ohio registered pharmacy technician under suspended registration number 09-202482.

FACTS

1. The Board initiated an investigation of Mollee Stone, registered pharmacy technician, registration number 09-202482, related to Mollee Stone's theft of controlled substances from the pharmacy where she was employed.
2. On or about January 12, 2024, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Mollee Stone, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

NOW WHEREFORE, in consideration of the mutual promises 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. Mollee Stone neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing letter dated January 12, 2024; 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. **MOLLEE STONE VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A REGISTERED PHARMACY TECHNICIAN, REGISTRATION NO. 09-202482.**
4. **Mollee Stone may only apply 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, if she provides satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render his unfit to practice pharmacy, to include at minimum, unless otherwise approved by the Board:**
 - a. **Successful completion of a Board-approved or court-ordered treatment program; and**
 - b. **Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.**
5. Mollee Stone agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Mollee Stone understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Mollee Stone agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Mollee Stone waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0403

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

**IN THE MATTER OF:
CASE NO. A-2021-0342**

Jeremy Nestor
License No. 03-127357
4311 Emmajane Court
Beavercreek, OH 45440

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 Jeremy Nestor, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the not reporting the loss of dangerous drugs to the Board. Together, the Board and Jeremy Nestor 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. Jeremy Nestor is a licensed pharmacist in the state of Ohio under license number 03-127357.

FACTS

1. The Board initiated an investigation of Jeremy Nestor, pharmacist license number 03-127357, the not reporting the loss of dangerous drugs to the Board.
2. On or about January 4, 2024, the Board sent a Notice of Opportunity for Hearing to Jeremy Nestor, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about January 28, 2024, Jeremy Nestor timely requested an administrative hearing, which was subsequently scheduled for April 9, 2024.

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. Jeremy Nestor neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 4, 2024; 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. Jeremy Nestor agrees to pay to the Board a monetary penalty in the amount of \$500. This fine will be attached to Jeremy Nestor's 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.
4. Jeremy Nestor must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 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 Jeremy Nestor's pharmacist license, number 03-127357.
6. Jeremy Nestor agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Jeremy Nestor understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Jeremy Nestor 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. Jeremy Nestor 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.

R-2024-0404

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

**IN THE MATTER OF:
CASE NO. A-2022-0145**

Stephanie Felton, RPh
License No. 03-135738
5415 Robert Avenue
Cincinnati, Ohio 45248

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 Stephanie Felton, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee of Beckett Springs diverting controlled substances while Stephanie Felton was the Responsible Person on the Terminal Distributor of Dangerous Drugs License. Together, the Board and Stephanie Felton 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. Stephanie Felton is a licensed pharmacist in the state of Ohio under license number 03-325493.
3. Stephanie Felton was listed as the Responsible Person of Beckett Springs from on or about July 2020 to on or about February 2023.

FACTS

1. The Board initiated an investigation of Beckett Springs, related to an employee of Beckett Springs diverting controlled substances while Stephanie Felton, pharmacist license number 03-135738, was the Responsible Person on the Terminal Distributor of Dangerous Drugs License.
2. On or about July 26, 2023, the Board sent a Notice of Opportunity for Hearing to Stephanie Felton, 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 August 9, 2023, Stephanie Felton, through counsel Todd Newkirk, timely requested an administrative hearing, which was subsequently scheduled for March 5, 2024 and continued to April 10, 2024. This matter was settled via this Agreement prior to hearing.

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. Stephanie Felton's license to practice pharmacy is placed on a period of probation for one year. During the probationary period, Ms. Felton may be requested by the Board to appear before the Probation Committee.
3. Stephanie Felton neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 26, 2023; 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.

4. Stephanie Felton agrees to pay to the Board a monetary penalty in the amount of \$1,500. This fine will be attached to Stephanie Felton's 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.license.ohio.gov and process the items in the cart.
5. Stephanie Felton 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.
6. The Board hereby imposes a written reprimand on Stephanie Felton's pharmacist license, number 03-135738.
7. Stephanie Felton agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Stephanie Felton understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Stephanie Felton 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 she currently holds a professional license, including the Board on renewal applications or applications for a new license.
10. Stephanie Felton 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.

R-2024-0405

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

**IN THE MATTER OF:
CASE NO. A-2022-0110**

Michael Gorham
License No. 03-224818
12810 Purdy Road
Sardinia, OH 45171

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 Michael Gorham, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the improper ordering of dangerous drugs from a Distributor of Dangerous Drugs. Together, the Board and Michael Gorham 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. Michael Gorham is a licensed pharmacist in the state of Ohio under license number 03-224818.

FACTS

1. The Board initiated an investigation of Michael Gorham, pharmacist license number 03-224818, the improper ordering of dangerous drugs from a Distributor of Dangerous Drugs.
2. On or about January 22, 2024, the Board sent a Notice of Opportunity for Hearing to Michael Gorham, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about January 25, 2024, Michael Gorham, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for April 9, 2024.

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. Michael Gorham neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 22, 2024; 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. Michael Gorham agrees to pay to the Board a monetary penalty in the amount of \$250. This fine will be attached to Michael Gorham's 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.
4. Michael Gorham must obtain three hours of approved continuing pharmacy education (0.3 CEUs) which may not also be used for license renewal. The 0.3 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 Michael Gorham's pharmacist license, number 03-224818.
6. Michael Gorham agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Michael Gorham understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Michael Gorham 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. Michael Gorham 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.

R-2024-0406

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

**IN THE MATTER OF:
Case No. A-2023-0413**

Brett Davis, RPh
License No. 03-325898
1902 Franklin Avenue
Portsmouth, OH 45662

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 Brett Davis, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Brett Davis are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Brett Davis is a licensed pharmacist in the state of Ohio under license number 03-325898.
3. Brett Davis is the Responsible Person at Morton’s Hilltop Pharmacy, located at 1865 Coles Blvd, Portsmouth, Ohio.

FACTS

1. The Board initiated an investigation of Brett Davis, pharmacist license number 03-325898, and Morton’s Hilltop Pharmacy, related to an employee of Morton’s Hilltop Pharmacy performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about February 14, 2024, the Board sent a Notice of Opportunity for Hearing to Brett Davis, which outlined the allegations and provided notice of a right to a hearing, the rights in such hearing, and the 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. Brett Davis neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated February 14, 2024; 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. Brett Davis agrees to pay to the Board a monetary penalty in the amount of \$750. This fine will be attached to Brett Davis'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. The Board hereby imposes a written reprimand on Brett Davis's pharmacist license, number 03-325898.
 5. Brett Davis agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Brett Davis understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Brett Davis agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
 8. Brett Davis explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 12. 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.
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R-2024-0407

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

**IN THE MATTER OF:
Case No. A-2023-0414**

Morton's Hilltop Pharmacy
License No. 02-2413100
c/o Brett Davis, RPh
1865 Coles Blvd
Portsmouth, OH 45662

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 Morton's Hilltop Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Morton's Hilltop 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. Morton's Hilltop Pharmacy has an active TDDD license with the Board under license number 02-2513100, which lists Brett Davis, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Morton's Hilltop Pharmacy, TDDD license number 02-2513100, related to an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about February 14, 2024, the Board sent a Notice of Opportunity for Hearing to Morton's Hilltop Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Morton's Hilltop Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 14, 2024; 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. Morton's Hilltop Pharmacy agrees to pay to the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Morton's Hilltop Pharmacy'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. The Board hereby imposes a written reprimand on Morton's Hilltop Pharmacy TDDD license, number 02-2513100.
5. Morton's Hilltop 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. Morton's Hilltop 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 Morton's Hilltop 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 Morton's Hilltop Pharmacy by the Board and will NOT discharge Morton's Hilltop Pharmacy from any obligation under the terms of this Agreement.
7. Morton's Hilltop 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. Morton's Hilltop 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 Morton's Hilltop Pharmacy will operate.
10. Morton's Hilltop Pharmacy waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. 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.

R-2024-0408

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

**IN THE MATTER OF:
Case No. A-2021-0601**

**Tamadur Ali, RPh
License No. 03-439341
2796 Quarry Point
Cincinnati, Ohio 43204**

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 Tamadur Ali, RPh, for the purpose of resolving all issues between the parties relating to the Board's investigation of alleged unauthorized pharmacy access. Together, the Board and Tamadur Ali are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Tamadur Ali is a licensed pharmacist in the State of Ohio under license number 03-439341.
3. Tamadur Ali was, at the time the alleged conduct occurred, the Pharmacist in Charge at Matrix Pharmacy, located at 3775 Trueman Ct., Suite B., Hilliard, Ohio.

FACTS

1. The Board initiated an investigation of Tamadur Ali, pharmacist license number 03-439341, and Matrix Pharmacy related to unauthorized pharmacy access.

2. On or about March 29, 2023, the Board sent a Notice of Opportunity for Hearing (Notice) to Tamadur Ali, which outlined the allegations and provided notice of a right to a hearing, the rights in such hearing, and the 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. Tamadur Ali neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 29, 2023; 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. Tamadur Ali agrees to pay the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Tamadur Ali'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. Tamadur Ali must obtain ten hours of approved continuing pharmacy education (1.0 CEUs) which may not also be used for license renewal. The 1.0 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 Tamadur Ali's pharmacist license, number 03439341.
6. The following summary will be included on Ohio's eLicense website: "On March 29, 2023, based on allegations that the owner/registered pharmacy technician and/or a certified pharmacy technician of the pharmacy at which Tamadur Ali was employed as a pharmacist possessed a key to the pharmacy, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing. On [date], Tamadur Ali entered into a Settlement Agreement with the Board in which she agreed to pay a monetary penalty in the amount of \$1,000 and to obtain approved continuing pharmacy education."
7. Tamadur Ali agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Tamadur Ali understands the right to be represented by counsel for review and execution of this agreement.

9. Tamadur Ali 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. Tamadur Ali explicitly withdraws the request for hearing and 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.

R-2024-0409

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

**IN THE MATTER OF:
CASE NO. A-2022-0147**

Lauren Bodey, RPh
License No. 03-325493
146 Hadley Road
Dayton, Ohio 45419

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 Lauren Bodey, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee of Beckett Springs diverting controlled substances while Lauren Bodey was the Responsible Person on the Terminal Distributor of Dangerous Drugs License. Together, the Board and Lauren Bodey 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. Lauren Bodey is a licensed pharmacist in the state of Ohio under license number 03-325493.
3. Lauren Bodey was listed as the Responsible Person of Beckett Springs from on or about June 2015 to on or about July 2020.

FACTS

1. The Board initiated an investigation of Beckett Springs, related to Alta Starms, a certified pharmacy technician employed by Beckett Springs, diverting controlled substances while Lauren Bodey, pharmacist license number 03-325493, was the Responsible Person on the Terminal Distributor of Dangerous Drugs License.
2. On or about July 26, 2023, the Board sent a Notice of Opportunity for Hearing to Lauren Bodey, 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 August 10, 2023, Lauren Bodey, through counsel Levi Tkach, timely requested an administrative hearing, which was subsequently scheduled for March 5, 2024 and continued to April 10, 2023. This matter was settled via this Agreement prior to hearing.

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. Lauren Bodey's license to practice pharmacy is placed on a period of probation for one year. During the probationary period, Ms. Bodey may be requested by the Board to appear before the Probation Committee.
3. Lauren Bodey neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 26, 2023; 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.
4. Lauren Bodey agrees to pay to the Board a monetary penalty in the amount of \$3,000. This fine will be attached to Lauren Bodey's 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.license.ohio.gov and process the items in the cart.

5. Lauren Bodey 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.
6. The Board hereby imposes a written reprimand on Lauren Bodey's pharmacist license, number 03-325493.
7. Lauren Bodey agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Lauren Bodey understands that she has the right to be represented by counsel for review and execution of this agreement.
9. Lauren Bodey 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 she currently holds a professional license, including the Board on renewal applications or applications for a new license.
10. Lauren Bodey 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.

R-2024-0410

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

**IN THE MATTER OF:
CASE NO. A-2022-0203**

Joseph Chimienti, RPh
License No. 03-337895
8041 Valley View Drive
Tinley Park, IL 60477

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 Joseph Chimienti, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of dispensing dangerous drugs without a prescription. Together, the Board and Joseph Chimienti 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. Joseph Chimienti is a licensed pharmacist in the state of Ohio under license number 03-337895.

FACTS

1. The Board initiated an investigation of Joseph Chimienti, pharmacist license number 03-337895, related to dispensing dangerous drugs without a prescription.
2. On or about August 23, 2023, the Board sent a Notice of Opportunity for Hearing to Joseph Chimienti, 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 September 19, 2023, Joseph Chimienti timely requested an administrative hearing, which was subsequently scheduled for April 9, 2024. This matter was settled via this Agreement through counsel, Kristina Dahmann, prior to hearing.

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. Joseph Chimienti neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 23, 2023; 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. Joseph Chimienti agrees to pay to the Board a monetary penalty in the amount of \$4,500.00. This fine will be attached to Joseph Chimienti's 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.
4. Joseph Chimienti must obtain nine hours of approved continuing pharmacy education (0.9 CEUs) which may not also be used for license renewal. The 0.9 CEUs must be completed within six months from the effective date of this Agreement and must be in the following topic areas: four hours in law, four hours in ethics, and the Board sponsored Responsible Person Roundtable (one hour). Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Joseph Chimienti's pharmacist license, number 03-337895.
6. Joseph Chimienti agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Joseph Chimienti understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Joseph Chimienti agrees and acknowledges that one or more terms of this Board disciplinary action may need to be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, depending on the state or jurisdiction's rules, including the required disclosure to the Board on renewal applications or applications for a new license.
9. Joseph Chimienti 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.

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- 9:10 a.m.** Mr. Schierholt provided the Executive Director Report.
- 9:18 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 **Julia Galliher, Pataskala, Ohio.**
- R-2024-0411** Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.
- 9:49 a.m.** The deliberation ended and the hearing opened to the public.
- R-2024-0412** After votes were taken in public session, the Board adopted the following order in the Matter of **Julia Galliher, Pataskala, Ohio.**
-

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2022-0232

In The Matter Of:
Julia Galliher
129 Reader Court
Pataskala, OH 43062
License no. 03-221417

INTRODUCTION

The Matter of Julia Galliher came for hearing on April 9, 2024, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Christine Pfaff, RPh.

Rich Miller, RPh; Absent.

Julia Gallier was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. None

Respondent's Witnesses:

1. Julia Galliher

State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order

Respondent's Exhibits:

- A. Ohio Pharmacist Rehabilitation Organization (PRO) Contract
- B. PRO Participant Summary Report
- C. AA Meeting Attendance Sheets
- D. Letters of Support/Recommendations for Reinstatement
- E. Continuing Education Requirements
- F. Responsible Person Round Table Certificate
- G. Psych Evaluation

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witness, considering the evidence, and weighing their credibility, the Board finds that Julia Galliher has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2022-0232 dated February 9, 2023.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-221417, held by Julia Galliher to practice pharmacy in Ohio, effective upon submission of all applicable licensure application requirements. Julia Galliher's license is subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Julia Galliher 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. Julia Galliher 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 Julia Galliher 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 Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Julia Galliher 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. Julia Galliher must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Julia Galliher 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 Julia Galliher reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Julia Galliher shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request Julia Galliher

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

5. Julia Galliher must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of Julia Galliher's progress towards recovery and what Julia Galliher has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
6. Julia Galliher must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Julia Galliher holds a professional license or applies for a professional license, and all persons who provide Julia Galliher chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Julia Galliher must meet at least annually with the Board's Probation Committee, the first meeting to be held April 2025. Additional periodic appearances may be requested.
 - b. The State of Ohio Board of Pharmacy hereby declares that Julia Galliher's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
 - c. Julia Galliher must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - d. Julia Galliher may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Julia Galliher may not engage in a consult agreement, unless approved by the board.

- f. Julia Galliher may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Julia Galliher may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - h. Julia Galliher must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Julia Galliher must abide by the rules of the State of Ohio Board of Pharmacy.
 - j. Julia Galliher must comply with the terms of this Order.
 - k. Julia Galliher's license is deemed not in good standing until successful completion of the probationary period.
 - l. Julia Galliher 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.
- 8. When deemed appropriate by the Board, Julia Galliher must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 - 9. Julia Galliher may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
 - 10. Julia Galliher must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Julia Galliher to possible additional sanctions, including and up to revocation of license.
 - 11. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Julia Galliher's license.
 - 12. Periods during which Julia Galliher is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

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

Mindy Ferris moved for Findings of Fact; Victor Goodman seconded the motion. Motion passed (Yes-7/No-0).

Mindy Ferris moved for the Decision of the Board; Victor Goodman seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

9:51 a.m.

The Board took a short recess.

9:56 a.m.

The Board returned to public session and 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 **Yohannes Tinsae, Dayton, Ohio.**

R-2024-0413

Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Buchta and approved by the Board: Yes-6, No-0.

11:02 a.m.

The deliberation ended and the hearing opened to the public.

R-2024-0414

After votes were taken in public session, the Board adopted the following order in the Matter of **Yohannes Tinsae, Dayton, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2019-0207)

In The Matter Of:

Yohannes Tinsae, RPh

2840 Ash Ridge Drive

Dayton, Ohio 45434

Respondent's License no. 03-227942

INTRODUCTION

The Matter of Yohannes Tinsae came for hearing on April 9, 2024, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Christine Pfaff, RPh.

Rich Miller, RPh; Absent. Jason George, RPh; Abstained.

Yohannes Tinsae was represented by Gregory Tapocsi. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. None

Respondent's Witnesses:

1. Yohannes Tinsae, Respondent

State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order

Respondent's Exhibits:

- A. Fine payment receipt
- B. Certificates of completion for twenty hours of approved continuing pharmacy education
- C. Certificates of completion for thirty hours of continuing pharmacy education pursuant to OAC 4729:1-5-02(D)
- D. Letters of support:
 - Mrs. Leslie Vondrell, Principal, St. Luke School
 - Christine Grote, Manager of Volunteers, St. Vincent de Paul Society

FINDING OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Yohannes Tinsae has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2019-0207, dated January 21, 2022.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-227942, held by Yohannes Tinsae to practice pharmacy in Ohio. The license will be issued upon the completion of the proper licensure paperwork and submission of all applicable license application requirements. Once issued, the following terms and conditions apply:

Yohannes Tinsae may never serve as a responsible pharmacist in a pharmacy or a designated representative for home medical equipment at any facility licensed by the Board.

Yohannes Tinsae's license to practice pharmacy shall be placed on a period of probation for five years beginning on the effective date of this Order. During the probationary period, the following conditions apply:

1. Yohannes Tinsae may not have access to any controlled substances during his employment as a pharmacist during the term of probation. This term includes, but is not limited to:
 - a. Yohannes Tinsae may not have authorization to order controlled substances on behalf of any facility licensed by the Board.

- b. Yohannes Tinsae may not destroy, assist in, or witness the destruction of controlled substances.
 - c. Yohannes Tinsae may not handle drug stock or assist in any part of the dispensing process for controlled substances. This does not include drug utilization review or any part of the dispensing process where the controlled substance is not (physically) involved.
- 2. Yohannes Tinsae, due to his felony conviction relating to a controlled substance, may not be employed by a terminal distributor of dangerous drugs in a position which allows access to controlled substances, unless a waiver has been obtained by a licensee pursuant to 21 C.F.R. 1307.03 and Rule 4729:5-3-10 of the OAC.
- 3. Yohannes Tinsae must provide copies of the Board order to all employers or prospective employers that are facilities licensed by the Board.
- 4. The State of Ohio Board of Pharmacy hereby declares that Yohannes Tinsae's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
- 5. Other terms of probation are as follows:
 - m. Yohannes Tinsae must meet with the Board's Probation Committee upon request.
 - n. Yohannes Tinsae must not violate the drug laws of Ohio, any other state, or the federal government.
 - o. Yohannes Tinsae must abide by the rules of the State of Ohio Board of Pharmacy.
 - p. Yohannes Tinsae must comply with the terms of this Order.
 - q. Yohannes Tinsae's license is deemed not in good standing until successful completion of the probationary period.
 - r. Yohannes Tinsae must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Yohannes Tinsae to possible additional sanctions, including and up to revocation of license.
- 6. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Yohannes Tinsae's license.
- 7. Periods during which Yohannes Tinsae is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

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

T.J. Grimm moved for Findings of Fact and Decision of the Board; Christine Pfaff, RPh seconded the motion. Motion passed (Yes-6/No-0). Jason George, RPh; Abstained.

SO ORDERED.

It is hereby certified by this Board that the above language is a copy of the Order entered upon its journal in this case.

11:04 a.m.	Mr. George rejoined the Board Meeting.
11:04 a.m.	Ms. Defiore-Hyrmer provided the OARRS Report.
11:07 a.m.	Mr. Griffin provided the Compliance and Enforcement Report.
11:10 a.m.	Ms. Maerten-Moore provided the Legal Report.
11:11 a.m.	Ms. Southard provided the Licensing Report.
11:25 a.m.	Ms. Southard presented the Pharmacy Technician Trainee Extension Request from Karina Cornejo Aranda– Columbus, OH (09115329) and Nathan Wiley – Barberton, OH (09120611) to the Board for consideration.
<u>R-2024-0415</u>	Ms. Ferris moved that the Board grant Karina Cornejo Aranda one (1) year extension. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.
<u>R-2024-0416</u>	Ms. Ferris moved that the Board grant Nathan Wiley a one (1) year extension. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.
11:26 a.m.	Ms. Southard presented the Exam Extension Request from Portia Nyarko – Delaware, OH (APP-000728163) to the Board for consideration.
<u>R-2024-0416</u>	Mr. Grimm moved that the Board grant Portia Nyarko a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
11:27 a.m.	Ms. Southard presented a resolution titled <i>Responsible Person Requirements</i> for Licensure.
<u>R-2024-0418</u>	Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

Responsible Person Requirements for Licensure

The Board hereby makes the following additions to the Responsible Person Requirements for Licensure resolution last amended on April 4, 2023 (R-2023-0341) and publicly posted at www.pharmacy.ohio.gov/rp:

- To the Terminal – Facility - LIMITED license type:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
AS	Animal Shelter – Humane Society or Dog Pound	CET, DVM, DOG WARDEN, Executive Director	*Drug List Required	Animal Shelter (OAC 4729:5-15)
ASCC	Animal Shelter with Chemical Capture	CET, DVM, DOG WARDEN, Executive Director	Comply with ORC 4729.534 *Drug List Required	Animal Shelter (OAC 4729:5-15)
DG	Dog Trainer	Management + LENA	Law Enforcement Affiliation or contract required. *Drug List Required	Limited Facility (OAC 4729:5-23)

- To the Terminal – Pharmacy Supplied Contingency Stock license type:

Subcategory	Subcategory Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
CI	Correctional Institution	Ohio RPH		Institutional (OAC 4729:5-9)
CS	Community Pharmacy	Ohio RPH		Outpatient Pharmacy (OAC 4729:5-5)
HC	Hospice Facility	Ohio RPH		Institutional (OAC 4729:5-9)
HS	Hospital	Ohio RPH		Institutional (OAC 4729:5-9)
MH	Mental Health Institution	Ohio RPH		Institutional (OAC 4729:5-9)
NH	Nursing Home	Ohio RPH		Institutional (OAC 4729:5-9)

- Remove the Terminal – Office-Based Opioid Treatment license type section:

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

11:31 a.m. Ms. Southard presented a resolution titled *Pharmacist Licensure by Reciprocity – Amendment*.

R-2024-0419 Ms. Ferris moved that the Board approve the Resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

Pharmacist Licensure by Reciprocity – Amendment

The Board hereby approves the following resolution pursuant to rule 4729:1-2-02 of the Ohio Administrative Code, effective March 4, 2024:

Attendance at a Board administered reciprocity hearing shall meet the qualifications of OAC 4729:1-2-02(C) until such time the Board implements a course with a scored evaluation.

The Board recognizes the state pharmacy law examinations of Arkansas, California, and Puerto Rico as sufficient demonstration of an applicant's knowledge of pharmacy law and waives the MPJE requirement of OAC 4729:1-2-02(C)(2) for those applicants. Applicants will be required to provide certified documentation from the respective state or jurisdiction's licensing authority to demonstrate compliance with this resolution.

The requirements of OAC 4729:1-2-02 (C)(2) are waived for reciprocity applicants who obtained a pharmacist license prior to January 1, 2018.

11:34 a.m. Mr. McNamee and Ms. Wai presented a Collaborative Practice Agreement (Consult Agreement) to the Board for approval and led a larger discussion on the role of a pharmacist in the management of drug therapy for injectables and cosmetic procedures.

R-2024-0420 Mr. Grimm moved that the Board deny the Collaborative Practice Agreement (Consult Agreement) as well as establish guardrails as to the scope of a pharmacist's role in the in the management of drug therapy for injectables and cosmetic procedures. The motion was seconded by Mr. George and the motion to deny was approved by the Board: Yes-7, No-0.

11:42 a.m. Mr. McNamee and Ms. Wai presented the Pilot Project request of Walgreens Central Fill Pharmacy #21423 – Canal Winchester, Ohio (License Number: 0230000023)

R-2024-0421 Ms. Ferris moved that the Board approve Walgreens Central Fill Pharmacy's Pilot Project request. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

11:53 a.m. Mr. McNamee and Ms. Wai discussed a question regarding the use of incentives for ancillary services. The Board discussed that such incentives do not constitute a quota under OAC 4729:5-5-02.1.

11:54 a.m.

Mr. McNamee provided the Legislative Report.

11:57 a.m.

Mr. McNamee presented rules 4729:5-3-22 - *Continuous Quality Improvement Programs in Pharmacy Services*, 4729:1-4-02 - *Duty to report*, 4729:2-4-02 - *Duty to report*, 4729:3-4-02 - *Duty to report*, 4729:5-4-02 - *Duty to Report*, 4729:1-4-01 - *Disciplinary actions*, 4729:2-4-01 - *Disciplinary actions*, 4729:3-4-01 - *Disciplinary actions*, 4729:5-5-18 - *Dispensing customized patient medication packages by an outpatient pharmacy*, 4729:5-5-02.3 - *Requests for Additional Staff and Reports of Staffing Concerns in an Outpatient Pharmacy*, 4729:1-2-02 - *Criteria for licensure by reciprocity*, 4729:1-2-01 - *Criteria for licensure by examination* to the Board for approval.

R-2024-0422

Ms. Ferris moved that the Board approve rules 4729:5-3-22 - *Continuous Quality Improvement Programs in Pharmacy Services*, 4729:1-4-02 - *Duty to report*, 4729:2-4-02 - *Duty to report*, 4729:3-4-02 - *Duty to report*, 4729:5-4-02 - *Duty to Report*, 4729:1-4-01 - *Disciplinary actions*, 4729:2-4-01 - *Disciplinary actions*, 4729:3-4-01 - *Disciplinary actions*, 4729:5-5-18 - *Dispensing customized patient medication packages by an outpatient pharmacy*, 4729:5-5-02.3 - *Requests for Additional Staff and Reports of Staffing Concerns in an Outpatient Pharmacy*, 4729:1-2-02 - *Criteria for licensure by reciprocity*, 4729:1-2-01 - *Criteria for licensure by examination* for filing with CSI and JCARR. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

R-2024-0423

Ms. Ferris 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. Buchta and a roll-call vote was conducted *President* Buettner as follows: Buchta-yes; Ferris-yes, George-yes; Goodman-yes; Grimm-yes; Huston-yes, and Pfaff-yes.

2:55 p.m.

The Board returned to public session.

R-2024-0424

After votes were taken in public session, the Board adopted the following order in the Matter of **Alta Starms, Dayton, Ohio**.

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

(Case Number A-2023-0438)

In The Matter Of:

Alta D. Starms

30 Westerfield

Dayton, Ohio 45458

Revoked Registration No. 09-310180

INTRODUCTION

Alta Starms (Respondent) was issued a Certified Pharmacy Technician Registration (No. 09-310180) on July 9, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on November 1, 2023. Respondent timely requested a hearing and the Matter of Alta Starms came for hearing before Hearing Examiner Robert Angell on February 14, 2024. Respondent was present at the hearing and appeared pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Petitioner via email, confirmation of receipt requested, on or about March 8, 2024. The Board received confirmation of receipt via electronic delivery receipt. The matter subsequently came for consideration by the Board on April 9, 2024, before the following members: Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Christina Pfaff, RPh. Rich Miller, RPh was absent.

BOARD REVIEW OF THE RECORD

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

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Findings of Fact, 1 through 3, as set forth in Hearing Examiner Angell's Report and Recommendation, including the findings of fact not included in the Summary Suspension/Notice of Opportunity for Hearing issued on November 1, 2023.
2. Specifically, the Board confirms and approves the Hearing Examiner's additional findings which state:
 - a. At the times relevant to this proceeding, Respondent, Alta Starms, was employed by Beckett Springs hospital.
 - b. Between 2017 and 2021, Alta Starms diverted as many as 117,479 Alprazolam 1 mg tablets from the pharmacy at Beckett Springs. She was permitted to place orders for controlled substances, and placed numerous orders for 500-count

bottles of Alprazolam 1 mg tablets, although the facility's policy was to order 100-count bottles.

3. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law as set forth in Hearing Examiner Angell's Report and Recommendation, (A) through (C), inclusive, as set forth in the November 1, 2023 Summary Suspension/Notice of Opportunity for Hearing.

Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby adopts the recommendation of Hearing Examiner Angell and orders the following:

Pursuant to Rule 4729:3-1-01(V) of the Ohio Administrative Code, the Certified Pharmacy Technician Registration issued to Alta Starms, No. 09-310180, is **permanently revoked**.

Mindy Ferris moved for Findings of Fact; Christina Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

Mindy Ferris moved for Conclusions of Law; Christina Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

Mindy Ferris moved for Action of the Board; Christina Pfaff seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

R-2024-0425

After votes were taken in public session, the Board adopted the following order in the Matter of **Chardonay Chandler, Cleveland Heights, Ohio**.

**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING THE REPORT &
RECOMMENDATION OF HEARING EXAMINER
(Case Number A-2023-0276)**

IN THE MATTER OF:
Chardonay Chandler
1031 Oxford Rd.
Cleveland Heights, OH 44121

Application No. APP-000703282

INTRODUCTION

Chardonay Chandler (Respondent) applied for licensure as a pharmacy technician trainee in the state of Ohio under application number APP-000703282. The State of

Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing on October 11, 2023. Respondent timely requested a hearing, and the Matter of Chardonay Chandler came for hearing before Hearing Examiner Ronda Shamansky on January 31, 2024. Respondent appeared for the hearing pro se. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via email on or about March 14, 2024. The Board confirmed service. The matter subsequently came for consideration by the Board on April 9, 2024, before the following members: Trina Buettner, RPh, Presiding; Mindy Ferris, RPh; Victor Goodman, Esq., Public Member; T.J. Grimm, RPh; Jeff Huston, RPh; Jason George, RPh; Christine Pfaff, RPh; and Anthony Buchta, Sr., RPh.

Absent: Rich Miller, RPh.

BOARD REVIEW OF THE RECORD

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

DECISION OF THE BOARD

1. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Shamansky's Report and Recommendation for case A-2023-0276.
2. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law contained in Hearing Examiner Shamansky's Report and Recommendation in case A-2023-0276.
3. Based on a thorough review of the administrative record, and the Findings of Fact (Paragraph 1 above) and Conclusions of Law (Paragraph 2 above) made by the Board in this matter, the Board hereby adopts Hearing Examiner Shamansky's Recommendation and permanently denies the pharmacy technician trainee application of Chardonay Chandler.

Ms. Ferris moved to confirm and approve the Hearing Examiner's Findings of Fact, as described above; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

Ms. Ferris moved to confirm and approve the Hearing Examiner's Conclusions of Law, as described above; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

Ms. Ferris moved to adopt the Hearing Examiner's recommendation, as described above; Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2024-0426

After votes were taken in public session, the Board adopted the following order in the Matter of **Afefah Sadik, Lakewood, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
ADOPTING AND CONFIRMING HEARING
EXAMINER'S REPORT AND RECOMMENDATION

Case No. A-2021-0562

In The Matter Of:

Afefah Sadik
1525 Elmwood
Lakewood, OH 44107
Registration No. 09-306145

INTRODUCTION

Afefah Sadik (Petitioner) was issued a Certified Pharmacy Technician Registration (No. 09-306145) on April 4, 2018. The Board issued a Summary Suspension/Notice of Opportunity for Hearing on December 16, 2021. The Matter of Afefah Sadik came for hearing before Hearing Examiner David G. Hasselback on September 21, 2022. The Board reviewed the matter and issued an Order on January 20, 2023. Petitioner's Summary Suspension was lifted, and Petitioner's registration was indefinitely suspended. Petitioner could petition for reinstatement upon the successful completion of the terms of the Order. Petitioner timely requested a reinstatement hearing, and the Matter of Afefah Sadik came for a reinstatement hearing before Hearing Examiner David G. Hasselback on December 27, 2023. Petitioner was represented by Joseph A. Dubyak, and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Petitioner via email, confirmation of receipt requested, on or about February 15, 2024. The matter subsequently came for consideration by the Board on April 9, 2024, before the following members: Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Christina Pfaff, RPh.

Rich Miller, RPh; Absent

BOARD REVIEW OF THE RECORD

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

DECISION OF THE BOARD

1. Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and adopts the Findings of Fact contained in Hearing

Examiner Hasselback's Report and Recommendation that Afefah Sadik has substantially complied with the Board Order in A-2021-0562 dated January 20, 2023.

2. Based on a thorough review of the administrative record, and the findings of fact, the Board hereby confirms and adopts Hearing Examiner Hasselback's Report and Recommendation to reinstate Afefah Sadik's Certified Pharmacy Technician Registration, registration no. 09-306145, effective upon submission of all applicable registration application requirements.

Mindy Ferris moved for Findings of Fact; Christine Pfaff seconded the motion. Motion passed (Yes-7/No-0).

Mindy Ferris moved for Action of the Board; Christine Pfaff seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2024-0427

After votes were taken in public session, the Board adopted the following order in the Matter of **Vanessa Jones, Lucas, Ohio.**

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

(Case No. A-2023-0198)

In the Matter of:

Vanessa Jones

4203 Tucker Rd.

Lucas, OH 44843

Pharmacy Technician Trainee Applicant, no. APP-000689688

INTRODUCTION

Vanessa Jones (Respondent) submitted an application for registration as a pharmacy technician trainee (APP-000689688) on February 26, 2023. The Board issued a Proposal to Deny Application for Pharmacy Technician Trainee Registration on August 16, 2023. Respondent timely requested a hearing and the Matter of Vanessa Jones came for hearing before Hearing Examiner Anna L. Bates on February 2, 2024. Respondent appeared *pro se* and the State of Ohio was represented by Kyle Wilcox, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via electronic mail, receipt confirmed, on or about February 26, 2024. Respondent did not submit written objections to the Report and Recommendation. The matter subsequently came for consideration by the Board on April 9, 2024, before the following members: Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, *Vice President*;

Anthony Buchta, Sr., RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPH, and Christine Pfaff, RPh.

Rich Miller, RPh, absent.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: State's Exhibits numbered 1 through 7, the hearing transcript, and Hearing Examiner Bates' Report and Recommendation.

DECISION OF THE BOARD

After thorough review of the entire administrative record, the Board hereby confirms and approves the Hearing Examiner's report and recommendation in its entirety, except for the modification that the pharmacy technician trainee application be granted with no restrictions.

Ms. Ferris moved to confirm and approve the Hearing Examiner's report and recommendation in its entirety, except for the modification that the pharmacy technician trainee application be granted with no restrictions. Ms. Pfaff seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

R-2024-0428

Ms. Ferris moved that the March 4, 2024, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Ms. Pfaff and approved by the Board: Yes-6, No-0, Abstain-1 (Mr. Goodman).

R-2024-0429

Ms. Ferris moved that the March 4 and 5, 2024, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0, Abstain-1 (Mr. Goodman).

R-2024-0430

Ms. Pfaff moved that the March 13, 2024, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0, Abstain-1 (Mr. Goodman).

R-2024-0431

Ms. Pfaff moved to nominate Ms. Ferris to be the President of the Board for Fiscal Year 2025. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

R-2024-0432

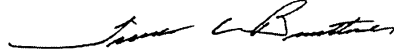
Mr. Goodman moved to nominate Mr. Huston to be the Vice President of the Board for Fiscal Year 2025. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

R-2024-0433

Ms. Ferris moved to adjourn the April 2024 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

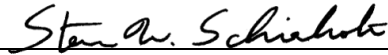
3:06 p.m.

The Board Meeting Adjourned.



Trina Buettner, RPh, President

Date: 06/04/2024



Steven W. Schierholt, Executive Director

Date: 06/04/2024