



**MINUTES OF THE SEPTEMBER 12-13, 2016**  
**MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

**Monday, September 12, 2016**

**10:00 a.m.** The Ohio State Board of Pharmacy convened in Room East B, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, RPh, *President*; Joshua M. Cox, RPh; Megan E. Marchal, RPh; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh; and Kilee S. Yarosh, RPh

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; David Ingram, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; Chandra Galante, *Director of Licensing*; Matthew Lampke, *Assistant Attorney General* and Cameron McNamee, *Director of Policy and Communications*.

Mr. Passafume provided the CPG Committee report. The next meeting date will be October 17, 2016.

Ms. Rudell provided the PAPC Committee report.

Mr. McNamee provided the Legislative update.

**R-2017-082** Mr. Passafume moved that the Board approve the Rules packet presented by Mr. McNamee with the exception of Rules 4729-9-05 and 4729-9-12 which were tabled. The motion was seconded by Ms. Marchal and approved by the Board: Aye-7.

**R-2017-083** Mr. Wilt moved that the Board adopt the following Resolution:

**Occasional Sales of Naloxone**

A licensed terminal distributor of dangerous drugs that is not a pharmacy may make occasional sales of naloxone at wholesale. The buyer may be any of the following: terminal distributor of dangerous drugs, prescriber as defined in Section 4729.01 of the Revised Code, or any entity exempted from licensure as a terminal distributor of dangerous drugs (to include law enforcement agencies) pursuant to Section 4729.51 of the Revised Code.

The limits set forth in Rule 4729-9-10 do not apply to licensed terminal distributors that conduct occasional sales of naloxone at wholesale.

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



Licensed terminal distributors shall comply with all requirements when conducting occasional wholesale sales of naloxone, including recordkeeping.

The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

**11:11 a.m.** The Board recessed briefly.

**11:18 a.m.** The meeting reconvened in Room East B.

Mr. Garner provided the OARRS update and introduced Amy Brigham, *OARRS analyst*.

Ms. Galante provided the Licensing update.

**R-2017-084** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Mark Scovotti, RPh** (034533) Port Washington, New York, be the Responsible Person for the following pharmacies:

Metro Drugs: New York, New York (02-2342300)  
Metro Drugs Hoboken, LLC: Hoboken, New Jersey (02-2134050)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 10 months. The motion was seconded by Mr. Cox and approved by the Board: Aye-7.

**R-2017-085** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Carl Fossaceaca, RPh** (03-2-11387) McDonald, Ohio, be the Responsible Person for the following pharmacies:

Anthony's Family Pharmacy: Warren, Ohio (02-2523600)  
Howland Infusion Center: Warren, Ohio (02-2590050)

After discussion, Ms. Yarosh moved that the Board approve the request for a period of 10 months. The motion was seconded by Ms. Rudell and approved by the Board: Aye-7.

**R-2017-086** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Prakash Naik, RPh** (03-2-28223) Perrysburg, Ohio, be the Responsible Person for the following pharmacies:

Drugstore Solutions: Perrysburg, Ohio (02-2449950)  
The Drug Store of Perrysburg: Perrysburg, Ohio (02-1951850)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 10 months. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.

**R-2017-087** The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **John Lepto, RPh** (03-1-16350) Akron, Ohio, be the Responsible Person for the following pharmacies:

Akron Children's Hospital at Akron General: Akron, Ohio (02-2057950)  
Akron Children's at Aultman: Canton, Ohio (02-2334750)  
Akron Children's Special Care Nursery: Akron, Ohio (02-2097850)  
Children's Hospital Medical Center of Akron: Akron, Ohio (02-0038900)  
Wooster Special Care Nursery: Wooster, Ohio (02-2423750)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 10 months. The motion was seconded by Mr. Cox and approved by the Board: Aye-7.

**R-2017-088**

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **John O'Connell, RPh** (03-1-12394) Columbus, Ohio, be the Responsible Person for the following pharmacies:

Mount Carmel West Pharmacy: Columbus, Ohio (02-0975550)  
Mount Carmel West Outpatient Pharmacy: Columbus, Ohio (02-2494100)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 10 months. The motion was seconded by Ms. Marchal and approved by the Board: Aye-7.

**R-2017-089**

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Chester Kaczor, RPh** (03-1-27410) Upper Arlington, Ohio, be the Responsible Person for the following pharmacies:

Nationwide Children's Hospital: Columbus, Ohio (02-0039200)  
NCH in Grant Medical Center: Columbus, Ohio (02-2330300)  
NCH in Riverside Hospital: Columbus, Ohio (02-2269000)  
NCH in Dublin Methodist Hospital: Dublin, Ohio (02-2487800)  
NCH in St. Ann's Hospital: Westerville, Ohio (02-2562150)  
NCH Retail Pharmacy: Columbus, Ohio (02-0600150)

After discussion, Mr. Passafume moved that the Board approve a temporary approval of 90 days. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.

**R-2017-089**

Mr. Passafume moved that the Board rescind **R-2017-087** and grant a temporary 90-day approval for the request submitted by **John Lepto, RPh**. The Motion was seconded by Ms. Marchal and approved by the Board: Aye-7.

**R-2017-090**

The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Saud Siddiqui, MD**. (35.080772) Dublin, Ohio, be the Responsible Person for the following pain management clinics:

Dublin Pain Clinic: Columbus, Ohio (02-1845700)  
Buckeye Wellness Center: Reynoldsburg, Ohio (02-2631450)

After discussion, Mr. Passafume moved that the Board approve the request for a period of 10 months after compliance reviews the use of OARRS. The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

- R-2017-091** The Board received an application for the Continuing Education Provider Status of **Sara Cross, RPh** (03-2-33009) Eastlake, Ohio. Ms. Marchal moved that the Continuing Education Provider Status be approved. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.
- R-2017-092** The Board received an application for the Continuing Education Provider Status of **Allison Naso, RPh** (03-2-25196) Seven Hills, Ohio. Mr. Weaver moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Cox and approved by the Board: Aye-7.
- R-2017-093** The Board received an application for the Continuing Education Provider Status of **Kyle Sobecki, RPh** (03-3-31116) Hudson, Ohio. Ms. Yarosh moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.
- R-2017-094** The Board received an application for the Continuing Education Provider Status of **Steven Hyme, RPh** (03-1-20411) Pataskala, Ohio. Mr. Passafume moved that the Continuing Education Provider Status be approved. The motion was seconded by Ms. Marchal and approved by the Board: Aye-7.
- R-2017-095** The Board received a request from the **University of Findlay** for an exemption to Ohio Administrative Code Rule 4729-3-01(B)(2). Ms. Marchal moved that the Board approve the request. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.
- R-2017-096** The Board received a request from **Lora Abouhassan, Intern** (06-010513) for an exemption to Ohio Administrative Code Rule 4729-3-04(B) to renew her Intern license for an additional year. Mr. Weaver moved that the Board approve the request until December 31, 2016. The motion was seconded by Mr. Cox and approved by the Board: Aye-7.
- 12:15 p.m.** The Board recessed for lunch.
- 1:36 p.m.** The meeting reconvened in Room East B.
- Ms. Dehner provided the Compliance and Enforcement update and Legal report.
- Ms. Dehner introduced the Board's new *Compliance Agent*, David Gonzalez.
- 1:44 p.m.** Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Mr. Cox and a roll-call vote was conducted by President Moné as follows: Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.
- 2:35 p.m.** The meeting reconvened in Room East B.
- R-2017-097** Mr. Moné announced that the citation issued to **Rite Aid Pharmacy #1379** (02-0366950) is hereby dismissed.
- 2:38 p.m.** Ms. Marchal was appointed to the CPG Committee as the Board's delegate.

The Board recessed for the day.

**Tuesday, September 13, 2016**

**9:00 a.m.** The Ohio State Board of Pharmacy convened in Room East B, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Michael A. Moné, RPh, *President*; Joshua M. Cox, RPh; Megan E. Marchal, RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh; and Kilee S. Yarosh, RPh

Mr. Schierholt introduced the Board's new *Licensing Administrator*, Karrie Rench.

**9:03 a.m.** Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.

**9:27 a.m.** The meeting reconvened in Room East B.

**R-2017-098** Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE NO. 2015-2238**

**Yolanda Chattman, RPh**  
205 Creighton Court  
Gahanna, Ohio 43230  
**License No. 03327068**

**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 (OSBP) and Yolanda Chattman, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Yolanda Chattman practicing pharmacy without an active license. Together, OSBP and Yolanda Chattman 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Yolanda Chattman is a licensed pharmacist under license number 03327068.

**FACTS**

1. On or about December 16, 2015, the OSBP initiated an investigation of Yolanda Chattman, pharmacist license number 03327068, related to Yolanda Chattman practicing pharmacy without an active license.
2. On or about August 3, 2016, the OSBP sent a Notice of Opportunity for Hearing to Yolanda Chattman, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

**TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Yolanda Chattman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 3, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Yolanda Chattman agrees to pay to the OSBP the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Yolanda Chattman must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in law and/or ethics, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Yolanda Chattman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Yolanda Chattman understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Yolanda Chattman agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.

8. Yolanda Chattman waives her right to an appeal and 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.

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.

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**R-2017-099**

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

**IN THE MATTER OF:  
CASE NO. 2015-1818**

**Sandra Nzimiro**  
3890 Rubythroat Drive  
Columbus, Ohio 43230  
**License No. 03331396**

**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 (OSBP) and Sandra Nzimiro, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Sandra Nzimiro practicing pharmacy without a license. Together, OSBP and Sandra Nzimiro 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Sandra Nzimiro is a licensed pharmacist under license number 03331396.

**FACTS**

1. On or about October 2, 2015, the OSBP initiated an investigation of Sandra Nzimiro, pharmacist license number 03331396, related to Sandra Nzimiro practicing pharmacy without a license.

2. On or about December 17, 2015, the OSBP sent a Notice of Opportunity for Hearing to Sandra Nzimiro, 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 January 12, 2016, Sandra Nzimiro timely requested an administrative hearing, which was subsequently scheduled for August 8, 2016.

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. Sandra Nzimiro neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 17, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Sandra Nzimiro agrees to pay a monetary penalty to the OSBP in the amount of \$2,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126. One-third of the \$2,000 shall be paid within 90 days of execution of this Agreement, one-third shall be paid within 120 days of this Agreement, the final one-third shall be paid within 150 days of this Agreement. However, in the event Sandra Nzimiro returns to the United States prior to the full balance being paid, the total balance remaining will be due no later than 30 days from the of Sandra Nzimiro's return to the United States.
4. Sandra Nzimiro must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Sandra Nzimiro agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Sandra Nzimiro understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Sandra Nzimiro agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
8. Sandra Nzimiro waives her right to an appeal and 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.



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.

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**R-2017-100**

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

**IN THE MATTER OF:  
CASE NO. 2015-1213-A**

**Kaiser & Wells, Inc.  
c/o Lisa Kaiser, R.Ph.  
251 Benedict  
Norwalk, Ohio 44857  
License No. 02-0087950**

**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 (OSBP) and Kaiser & Wells, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription numbers 156-196 and 155-180. Together, OSBP and Kaiser & Wells, Inc. are referred to hereinafter as “the parties.”

**JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Kaiser & Wells, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0087950.

**FACTS**

1. On or about March 5, 2015, the OSBP initiated an investigation of Kaiser & Wells, Inc., Terminal Distributor of Dangerous Drugs license number 02-0087950, related to Kaiser & Wells, Inc.’s error in dispensing of prescription numbers 156-196 and 155-180.
2. On or about April 29, 2016, the OSBP sent a Notice of Opportunity for Hearing to Kaiser & Wells, Inc., which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about May 12, 2016, Kaiser & Wells, Inc. timely requested an administrative hearing, which was subsequently scheduled for September 14, 2016.

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. Kaiser & Wells, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 29, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Kaiser & Wells, Inc. agrees to pay to the OSBP the amount of \$3,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Lisa Kaiser, RPh must obtain, within 180 days from the effective date of this Agreement, 5 hours of approved continuing pharmacy education (0.5 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov)
5. Kaiser & Wells, Inc. and Lisa Kaiser, R.Ph. agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Kaiser & Wells, Inc. currently holds a professional license, including the OSBP on renewal applications or applications for a new license.
6. Kaiser & Wells, Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Kaiser & Wells, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Kaiser & Wells, Inc. by the OSBP and will NOT discharge Kaiser & Wells, Inc. from any obligation under the terms of this Agreement.
7. Kaiser & Wells, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Kaiser & Wells, Inc. 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 Kaiser & Wells, Inc. will operate.
  10. Kaiser & Wells, Inc. waives its right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically withdraws its request for a hearing in this matter.
  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.
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**R-2017-101**

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

**IN THE MATTER OF:  
CASE NO. 2016-1043-B**

**Glenn Norosky, RPh**  
147 St. Andrews Blvd.  
Belpre, OH 45714  
**License No. 03117335**

**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 (OSBP) and Glenn Norosky, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of RX#01379144685. Together, OSBP and Glenn Norosky 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Glenn Norosky is a licensed pharmacist under license number 03117335.

**FACTS**

1. On or about January 21, 2016, the OSBP initiated an investigation of Glenn Norosky, pharmacist license number 03117335, related to Glenn Norosky's error in dispensing of RX#01379144685.
2. On or about August 15, 2016, the OSBP sent a Notice of Opportunity for Hearing to Glenn Norosky, 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. Glenn Norosky neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 15, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Glenn Norosky agrees to pay to the OSBP the amount of \$500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Glenn Norosky must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Glenn Norosky agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Glenn Norosky understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Glenn Norosky agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
8. Glenn Norosky waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter.

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.

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**R-2017-102**

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

**IN THE MATTER OF:  
CASE NO. 2015-1676**

**Heiber's Pharmacy  
c/o Joseph Bettinger, RPh  
3500 5<sup>th</sup> Avenue, Suite 101  
Pittsburgh, PA 15213  
License No. 02-2535150**

**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 (OSBP) and Heiber's Pharmacy, for the purpose of resolving all issues between the parties relating to the OSBP investigation of illegal purchases from Khoury Surgical. Together, OSBP and Heiber's Pharmacy are referred to hereinafter as "the parties."

**JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Heiber's Pharmacy applied for a Terminal Distributor of Dangerous Drugs on or about May 11, 2015, under pending license number 02-2535150.

**FACTS**

1. On or about August 11, 2015, the OSBP initiated an investigation of Heiber's Pharmacy, Terminal Distributor of Dangerous Drugs pending license number 02-2535150, related to Heiber's Pharmacy's illegal purchases from Khoury Surgical.
2. On or about July 15, 2016, the OSBP sent a Notice of Opportunity for Hearing to Heiber's Pharmacy, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their 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. Heiber's Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 15, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Heiber's Pharmacy agrees to pay to the OSBP the amount of \$3,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Heiber's Pharmacy Terminal Distributor of Dangerous Drugs application submitted on or about May 11, 2015, is hereby approved upon execution of this agreement.
5. Heiber's Pharmacy and Joseph Bettinger agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
6. Heiber's Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Heiber's Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Heiber's Pharmacy by the OSBP and will NOT discharge Heiber's Pharmacy from any obligation under the terms of this Agreement.
7. Heiber's Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Heiber's 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 Heiber's Pharmacy will operate.
10. Heiber's Pharmacy waives its right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and waives its right to a hearing in this matter.

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.

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**R-2017-103**

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

**IN THE MATTER OF:  
CASE NO. 2015-1229-B**

**Henry Eyman, R.Ph.**  
1801 N. Fountain Boulevard  
Springfield, Ohio 45504  
**Pharmacist License No. 03213233**

**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 (OSBP) and Henry Eyman, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription #6262655. Together, OSBP and Henry Eyman 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 OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Henry Eyman is a licensed pharmacist under license number 03213233.

**FACTS**

1. On or about March 12, 2015, the OSBP initiated an investigation of Henry Eyman, pharmacist license number 03213233, related to Henry Eyman’s error in dispensing of prescription #6262655.
2. On or about July 18, 2016, the OSBP sent a Notice of Opportunity for Hearing to Henry Eyman, 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. Henry Eyman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 18, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
  3. Henry Eyman agrees to pay to the OSBP the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
  4. Henry Eyman must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
  5. Henry Eyman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  6. Henry Eyman understands that he has the right to be represented by counsel for review and execution of this agreement.
  7. Henry Eyman agrees and acknowledges that this OSBP 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 OSBP on renewal applications or applications for a new license.
  8. Henry Eyman waives any right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code and specifically waives his right to a hearing in this matter.
  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.
- 

**9:29 a.m.**

The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Jordan Breitigam**, Wayne, Ohio.



**10:34 a.m.** The hearing ended and the record was closed.

Mr. Weaver 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. Passafume and a roll-call vote was conducted by President Moné as follows: Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.

**10:59 a.m.** The recess ended and the hearing was opened to the public.

**R-2017-104** After votes were taken in public session, the Board adopted the following order in the matter of **Jordan Breitigam**, Wayne, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2016-1368)

In The Matter Of:

**Jordan Breitigam, R.Ph.**

6175 Greensburg Pike  
Wayne, Ohio 43466  
(Intern No. 06-011130)

**INTRODUCTION**

The Matter of Jordan Breitigam came for hearing on September 13, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Joshua M. Cox, R.Ph; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Jordan Breitigam was not represented by Counsel. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

**SUMMARY OF EVIDENCE**

**State's Witnesses:**

1. Jordan Breitigam, Respondent
2. John Bonish, State of Ohio Board of Pharmacy

**Respondent's Witnesses:**

None

**State's Exhibits:**

- |   |            |
|---|------------|
| 1. Summary Suspension/Notice of Opportunity for Hearing         | 03-24-2016 |
| 2. Request for Hearing  | 04-01-2016 |
| 3. Notice of Hearing Date                                       | 04-01-2016 |
| 4. Amended Summary Suspension/Notice of Opportunity for Hearing | 05-09-2016 |
| 5. Request for Continuance                                      | 05-18-2016 |

|   |            |
|---|------------|
| 6. Notice of Continuance Date               | 05-17-2016 |
| 7. Judgement Entry                          | 06-01-2016 |
| 8. Indictment                               | 01-07-2016 |
| 9. Notice of Arrest and Withdrawal from ONU | 03-17-2016 |
| 10. Credential View Screen                  | 03-18-2016 |

Respondent's Exhibits:

|                                   |            |
|-----------------------------------|------------|
| A. Letters of Support             | Various    |
| B. PRO Contract and Urine Screens | Various    |
| C. Zepf Center Treatment Report   | 10-30-2015 |
| D. Wood County Judgement Entry    | 06-01-2016 |
| E. Meeting Attendance Sheets      | Various    |

FINDINGS OF FACT

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

Jordan Breitigam was addicted to the use of controlled substances in violation of Section 3719.121(A) of the O.R.C. and/or there was clear and convincing evidence that continuation of his professional practice or method of prescribing or personally furnishing controlled substances presented a danger of immediate and serious harm to others as set forth in Section 3719.121(B) of the O.R.C., to wit:

1. On or about July 12, 2015, Jordan Breitigam overdosed on heroin and/or Fentanyl.
2. On or about March 14, 2016, Jordan Breitigam emailed the Board to inform the Board that on September 25, 2015, he was hospitalized as a result of a heroin overdose. He indicated that he is not currently enrolled in pharmacy school.
3. Jordan Breitigam also informed the Board that on or about January 7, 2016, he was indicted by a Wood County Grand Jury on charges of one count of possession of heroin in violation of Sections 2925.11(A) and 2925.11(C)(6)(a) of the Ohio Revised Code, related to the September incident.
4. Jordan Breitigam admitted to an Agent of the Board that he was addicted to and has abused prescription and illicit drugs while enrolled as a student at the Ohio Northern University's School of Pharmacy.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact constitutes a violation of 2925.11(A), possession of controlled substances, a felony of the fifth degree.
2. Such conduct as set forth in the Findings of Fact constitutes a violation of Section 4729.16 of the O.R.C.:

- a. Guilty of a felony or gross immorality, O.R.C. 4729.16(A)(1); and
  - b. Addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render the pharmacy intern unfit to practice pharmacy, O.R.C. 4729.16(A)(3); and
  - c. Guilty of willfully violating any of the provisions of this chapter...Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, O.R.C. 4729.16(A)(5).
3. Such conduct as set forth in the Findings of Fact also constitutes a violation of Chapter 4729-5 of the Ohio Administrative Code (O.A.C.), which allows the Board to consider as evidence of a person not meeting the requirements provided for licensure in the Revised Code:
- a. Not being of good habits, O.A.C. Rule 4729-5-04(C); and/or
  - b. Being addicted to or abusing liquor or drugs, O.A.C. Rule 4729-5-04(D).

#### DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State of Ohio Board of Pharmacy hereby removes the Summary Suspension Order issued to Jordan Breitigam on March 24, 2016.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the intern registration card, No. 06-011130, held by Jordan Breitigam and such suspension is effective as of the date of the mailing of this Order.

1. Jordan Breitigam, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.
2. Jordan Breitigam, pursuant to Section 4729.16(B) of the Ohio Revised Code, must return her/his identification card and license (wall certificate) to the office of the State Board of Pharmacy within ten days after receipt of this Order unless the Board office is already in possession of both. The identification card and wall certificate should be sent by certified mail, return receipt requested.

Further, after June 1, 2017, the Board will consider any petition filed by Jordan Breitigam for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy as an intern in Ohio if the following conditions have been met:

1. Jordan Breitigam must maintain a current address with the Board throughout the duration of the suspension.

2. Jordan Breitigam must undergo an examination by a psychiatrist no earlier than 30 days prior to his reinstatement hearing. The hearing must include a determination as to Jordan Breitigam's fitness to practice pharmacy, and he must comply with any conditions or recommendations of the examination as a condition of the Board's Order. Jordan Breitigam must sign a release and the results must be provided to the Board in his petition for reinstatement.

3. Jordan Breitigam must undergo an examination by his current counselor no earlier than 30 days prior to his reinstatement hearing. The examination must include a determination as to Jordan Breitigam's fitness to practice pharmacy, and he must comply with any conditions or recommendations of the examination as a condition of the Board's Order; a release must be signed and the results must be provided to the Board in his petition for reinstatement.

4. Jordan Breitigam must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Jordan Breitigam to potential sanctions up to and including revocation of license. The 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 Jordan Breitigam in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.

f. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.

- g. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
      - h. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
- 5. Jordan Breitigam 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 Jordan Breitigam reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 6. Jordan Breitigam shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Jordan Breitigam reappear before the Board for possible additional sanctions, including and up to revocation of license.
- 7. Jordan Breitigam must immediately report any violation of the terms of this suspension to the Board by contacting [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov). Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Jordan Breitigam to possible additional sanctions, including and up to revocation of license.
- 8. Jordan Breitigam must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
- 9. Jordan Breitigam must provide, in the reinstatement petition, documentation of the following:
  - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
  - b. Compliance with the continuing pharmacy education requirements set forth in Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
  - c. Compliance with the terms of this Order.
- 10. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
- 11. Violation of any term of suspension, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.

12. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state or federal law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.

13. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, will result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Jordan Breitigam's license.

Ms. Yarosh moved for Findings of Fact; Mr. Passafume seconded the motion. Motion passed (Aye-7/Nay-0).

Ms. Yarosh moved for Conclusions of Law; Ms. Marchal seconded the motion. Motion passed (Aye-7/Nay-0).

Mr. Wilt moved for Action of the Board; Mr. Passafume seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

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**11:03 a.m.** The Board recessed briefly.

**11:13 a.m.** The meeting reconvened in Room East B.

Mr. McNamee led a discussion regarding Rule 4729-9-12.

**R-2017-105** Ms. Yarosh moved that the Board adopt the following Resolution:

**Transfers Between Terminal Distributors Locations**

Pursuant to Section 4729.51 of the Ohio Revised Code, a licensed terminal distributor of dangerous drugs having more than one licensed location may transfer or deliver dangerous drugs from one licensed location to another licensed location owned by that terminal distributor if the license issued for each location is in effect at the time of the transfer or delivery. Such transfer or delivery includes either of the following:

(1) Intracompany sales, which includes any transaction or transfer between any division, subsidiary, parent or affiliated or related company under the common ownership and control.

(2) The sale, purchase, or transfer of a drug or an offer to sell, purchase, or transfer of a drug among hospitals or other health care entities that are under common control. Common control means the power to direct or cause the direction of the management and policies of a person or an organization, whether by ownership of stock, voting rights, by contract, or otherwise.

The motion was seconded by Mr. Wilt and approved by the Board: Aye-7.

- R-2017-106** Mr. Cox moved that Rule 4729-9-12 be approved for JCARR. The motion was seconded by Ms. Marchal and approved by the Board: Aye-7.
- 11:19 a.m.** The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Donald Baur, RPh**, North Olmstead, Ohio.
- 11:33 a.m.** The hearing ended and the record was closed.
- 11:34 a.m.** Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.
- 11:54 a.m.** The meeting reconvened in Room East B.
- Ms. Marchal moved that the Board recess in order to consider the quasi-judicial matter in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al.* (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Yarosh and a roll-call vote was conducted by President Moné as follows: Cain-yes; Cox-yes; Marchal-yes; Passafume-yes; Rudell-yes; Weaver-yes; Wilt-yes; and Yarosh-yes.
- 12:07 p.m.** The recess ended and the Board recessed for lunch.
- 1:00 p.m.** The meeting reconvened in Room East B.
- R-2017-107** After votes were taken in public session, the Board adopted the following order in the matter of **Donald Baur, RPh**, North Olmstead, Ohio.

**ORDER OF THE STATE BOARD OF PHARMACY**

(Case Number 2015-1213-B)

In The Matter Of:

**Donald Baur, R.Ph.**

30601 Iris Court  
North Olmstead, Ohio 44070  
(RPh License No. 03-1-08709)

**INTRODUCTION**

The Matter of Donald Baur came for consideration on September 12, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Michael A. Moné, R.Ph. (presiding); Joshua M. Cox, R.Ph; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Donald Baur was not present nor represented by Counsel. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

#### SUMMARY OF EVIDENCE

State's Witnesses:

1. Sheri Zapadka, State of Ohio Board of Pharmacy

Respondent's Witnesses:

None

State's Exhibits:

- |                                       |            |
|---------------------------------------|------------|
| 1. Notice of Opportunity for Hearing  | 04-29-2016 |
| 2. Kaiser and Wells Inspection Report | 03-10-2015 |
| 3. Statement of Lisa Kaiser, RPh      | 03-26-2015 |
| 4. Kaiser and Wells Incident Report   | 02-26-2015 |
| 5. Statement of Donald Baur           | 03-26-2015 |
| 6. Prescription, RX155-180            | 02-26-2015 |
| 7. Kaiser and Wells End of Day Report | 02-26-2015 |

Respondent's Exhibits:

None

#### FINDINGS OF FACT

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

1. During a Board investigation of Kaiser & Wells, Inc., it was discovered that on or about February 26, 2015, a medication error occurred. Patient M.E. was specifically prescribed medroxyprogesterone under prescription number 156-196 but received clozapine, a medication prescribed for patient T. K. under prescription number 155-180. The pharmacy technician gave the wrong bag to the wrong patient.
2. Prescription number 155-180, which had been dispensed in error, was returned to the pharmacy and, after the missing quantity was refilled, was later re-dispensed to patient T.K. for whom it was originally prescribed.

#### CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact constitutes a violation of Rule 4729-9-04, no drug that has been dispensed pursuant to a prescription and has left the physical premises of the TDDD shall be dispensed again.
2. Such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact also constitutes a violation of Section of 4729.16 of the ORC: guilty of willfully violating any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the



Revised Code, or any rule adopted by the board under those provisions; ORC Section 4729.16(A)(5).

3. Additionally, such conduct as set forth in paragraphs (1) and (2) of the Findings of Fact also constitutes a violation of Rule 4729-5-04(C) of the OAC, not of good moral character and habits.

#### DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby imposes a monetary penalty of \$1150 on Donald Baur and payment in full is due no later than thirty days from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126.

Donald Baur must obtain, within 90 days from the effective date of this Order, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov) within 90 days from the effective date of this Order.

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

Mr. Weaver moved for Conclusions of Law; Mr. Cox seconded the motion. Motion passed (Aye-7/Nay-0).

Ms. Rudell moved for Action of the Board; Mr. Wilt seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

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#### R-2017-108

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

**IN THE MATTER OF:  
CASE NO. 2013-1259**

**BEM Medical Arts Center, Inc.**  
c/o William Paloski, D.O.  
3100 Market Street  
Youngstown, Ohio 44507  
**TDDD License No. 02-2142050**

**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 (OSBP) and BEM Medical Arts Center, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of Dr. Paloski's alleged trafficking in drugs, illegal processing of drug documents, and prescribing promethazine with codeine without a legitimate medical purpose. Together, OSBP and BEM Medical Arts Center, Inc. are referred to hereinafter as "the parties."

#### **JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. BEM Medical Arts Center, Inc. is a licensed Terminal Distributor of Dangerous Drugs with a Pain Management Classification under license number 02-2142050.
3. Records of the Board indicate that William Paloski was the named responsible person at BEM Medical Arts Center during the relevant timeframe.

#### **FACTS**

1. On or about March 1, 2013, the OSBP initiated an investigation of BEM Medical Arts Center, Inc.; Terminal Distributor of Dangerous Drugs license number 02-2142050, related to Dr. Paloski's trafficking in drugs, illegal processing of drug documents, and prescribing promethazine with codeine without a legitimate medical purpose.
2. On or about September 2, 2015, the OSBP sent a Summary Suspension/Notice of Opportunity for Hearing to BEM Medical Arts Center, Inc., which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about October 16, 2015, BEM Medical Arts Center, Inc. timely requested an administrative hearing, which was subsequently scheduled for March 1, 2016.

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. BEM Medical Arts Center, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 2, 2015; however, the Parties agree that the OSBP had a good faith basis to proceed and to issue the Summary Suspension.

3. **BEM MEDICAL ARTS CENTER, INC., SUBSEQUENT TO RECEIVING THE SUMMARY SUSPENSION, HEREBY PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY LICENSE NO. 02-2142050 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS.**
4. **BEM MEDICAL ARTS CENTER, INC. AND DR. WILLIAM PALOSKI AGREE TO NEVER APPLY OR REAPPLY FOR ANY LICENSE OVER WHICH THE BOARD HAS JURISDICTION.**
5. BEM Medical Arts Center, Inc. and Dr. William Paloski agree and acknowledge that this Settlement Agreement must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license.
6. OSBP acknowledges that Dr. Paloski is under no suspension, probation, encumbrance, or obligation with this Board other than that set forth herein.
7. BEM Medical Arts Center, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. BEM Medical Arts Center, Inc. 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 BEM Medical Arts Center, Inc. will operate.
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.

**R-2017-109**

Mr. Wilt moved that the meeting minutes of August 8-9, 2016, be approved as amended. The motion was seconded by Ms. Marchal and approved by the Board: Aye-7.

**1:30 p.m.**

The following candidates for licensure by reciprocity participated in a discussion of pharmacy laws and rules with Ms. Terri Ghittman, *OARRS Pharmacist*, in Room South A, 31<sup>st</sup> Floor of the Vern Riffe Center for the Government and the Arts:

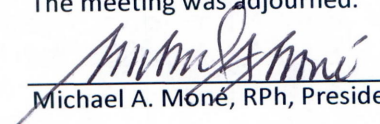
|                       |               |
|-----------------------|---------------|
| RAMSEY ATTAR          | MICHIGAN      |
| BLAKE JOSEPH BARNETTE | WEST VIRGINIA |
| RAMZI JOHN BATRICE    | TEXAS         |
| DAVID E. BURAND       | INDIANA       |

ADAM GUZIK  
 KAYLA ANN HETRICK  
 CHARLES N. IFEACHOR  
 MORGAN LIANE JONES  
 MEKDES S. KEBEDE  
 LARECIA KNOERZER  
 STACEY YAMADA LE  
 YONG I. LEE  
 JOEL ALLAN LEONBERG  
 TENNILE LASHYA LINDSEY  
 PATRICIA MAJCHROWSKI  
 ADEL A. MAKKI  
 SOPHIA MATARIYEH  
 SEAN MCGONIGLE  
 JAMES MICHAEL MONTGOMERY  
 GRACE MURAD  
 JEREMY D. POCHATKO  
 PAIGE JASMINE PROCTER  
 LOUJAIN ANWAR SHORBATLI  
 BARBARA D. SMITH  
 SCOTT ALLAN STRASELS  
 KEITH EDWARD THOMAS  
 IKENNA FRANCIS UNIGWE  
 KAWALPREET KAUR VIJ  
 CASEY S. WEAVER  
 FAITH LEANN WOLFENBARKER

PENNSYLVANIA  
 MICHIGAN  
 ILLINOIS  
 TENNESSEE  
 MICHIGAN  
 MISSOURI  
 CALIFORNIA  
 ILLINOIS  
 FLORIDA  
 TENNESSEE  
 ILLINOIS  
 MICHIGAN  
 ILLINOIS  
 PENNSYLVANIA  
 NORTH CAROLINA  
 NORTH CAROLINA  
 PENNSYLVANIA  
 MICHIGAN  
 MASSACHUSETTS  
 WEST VIRGINIA  
 ARIZONA  
 INDIANA  
 GEORGIA  
 NEW MEXICO  
 WEST VIRGINIA  
 FLORIDA

**R-2017-110** Mr. Weaver moved that the meeting be adjourned. The motion was seconded by Ms. Rudell and approved by the Board: Aye-7.

**1:35 p.m.** The meeting was adjourned.

  
 \_\_\_\_\_  
 Michael A. Moné, RPh, President

10/3/2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Steven W. Schierholt, Esq., Executive Director

10/6/16  
 \_\_\_\_\_  
 Date