Steven W. Schierholt, Esq.
Executive Director

John R. Kasich
Governor

STATE OF OHIO BOARD OF PHARMACY

MINUTES OF THE MARCH 6-7, 2017
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, March 6, 2017

10:00 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 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.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel;* Erin Reed*, Senior Legal Counsel;* Karrie Southard, *Licensing Administrator*; Eric Griffin, *Director of Compliance and Enforcement;* and Steven Kochheiser, *Assistant Attorney General*.

Ms. Reed provided a copy of the draft Medical Marijuana Dispensary Rules and gave a presentation on the Medical Marijuana 90-Day Supply and Form and Method Rules.

R-2017-275 Ms. Marchal moved that the Medical Marijuana Dispensary rules be approved for filing with CSI. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.

10:54 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; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

12:05 p.m. The meeting reconvened in Room South B&C.

The Board recessed for lunch.

1:00 p.m. The meeting reconvened in Room South B&C.

R-2017-276 Ms. Marchal moved that the Board reappoint Megan Keller to the CPG Committee. The motion was seconded by Mr. Weaver and approved by the Board: Aye-6.

Ms. Southard presented the Licensing update.

Mr. Griffin provided the Compliance and Enforcement update.

Ms. Dehner presented the OARRS/IT and Legal update.

1:08 p.m. The Board was joined by Assistant Attorney General Steven Kochheiser to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Corey Thompson,** Ashland, Ohio.

3:25 p.m. The hearing ended and the record was closed.

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

3:56 p.m. The recess ended and the hearing was opened to the public.

R-2017-277 After votes were taken in public session, the Board adopted the following order in the matter of **Corey Thompson,** Ashland, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number 2016-1628)

In The Matter Of:

Corey Thompson, R.Ph.
5928 Hayden Drive
Middletown, Ohio 45042

AND

2242 Oakcrest Lane
Ashland, Ohio 44085
(REVOKED License No. 03-3-23719)

INTRODUCTION

The Matter of Corey Thompson came for hearing on March 6, 2017, 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.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph.; Shawn C. Wilt, R.Ph. and Kilee S. Yarosh, R.Ph.

Curtis L. Passafume, Jr., R.Ph.; Absent.

Corey Thompson was represented by James Langendorf. The State of Ohio was represented by Steven Kochheiser, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Corey Thompson—Respondent
2. Richard Haun—State of Ohio Board of Pharmacy

Respondent's Witnesses:

None

State's Exhibits:

1-A.	Summary Suspension/Notice of Opportunity for Hearing	08-10-2016
1-B.	Proof of Personal Service	08-10-2016
2.	Request for Hearing	09-07-2016
3.	Scheduling Letter	09-08-2016
4.	Credential View Screen	02-14-2017
5.	Indictment, Case No. 2016 CRI 151	07-15-2016
6.	Property Information from 2242 Oakcrest Lane	06-16-2016
7.	Exhibits from Ohio State Board of Pharmacy Case No. D-060511-074	Various
8.	Order of the Ohio State Board of Pharmacy Case No. D-060511-074	08-10-2006
9.	Order of the Ohio State Board of Pharmacy Case No. D-060511-074	11-08-2006
10.	Order of the Ohio State Board of Pharmacy Case No. D-071129-024	02-09-2008
11.	Journal Entry in Case No. 2016 CRI 151	02-28-2017
12.	Psychological Evaluation in Case No. 2016 CRI 151	02-03-2017
13-A.	Certification of Records	02-23-2017
13-B.	Search Warrant and Affidavit	05-11-2016
13-C.	BCI Drug Analysis	05-23-2016
13-D.	Investigative Report by Det. Brian Evans	05-13-2016
13-E.	Investigative Report by Officer Kiley	05-13-2016
13-F.	Supplemental Discovery: Impounded Car and Seized Cash	05-13-2016
13-G.	Search Warrant Photos	No Date

Respondent's Exhibits:

A.	Judgement Entry in *State v. Corey Y. Thompson*, Ashland County	02-28-2017
B.	Forensic Evaluation of Corey Y. Thompson	02-03-2017
C.	Letter of JoAnn Seaman, RPh	03-02-2017
D.	Letter of Kathleen Histed	03-03-2017

FINDINGS OF FACT

In reviewing the evidence and the testimony before it, the Board finds the following to be fact:

1. In May of 2016, Corey Thompson's residence at 2242 Oakcrest Lane in Ashland, Ohio, was searched by the Ashland Police Department pursuant to a search warrant, which resulted in seven arrests, seizure of more than 12 pounds of suspected marijuana, 2 pounds of suspected cocaine, 45 grams of suspected heroin, a loaded .380 handgun, and more than $60,000 in cash.

2. On or about July 15, 2016, Corey Thompson was indicted by an Ashland County grand jury for one count of Permitting drug abuse, in violation of Section 2925.13(B) of the ORC, a felony of

the fifth degree. On or about February 28, 2017 in the Ashland County Common Pleas Court, Corey Thompson entered a plea of guilty to the offense of permitting drug abuse. The Court accepted the plea of guilty; however, pursuant to Section 2951.041 of the Revised Code, the court granted intervention in lieu of conviction status. Case No. 2016 CRI 151.

3. Corey Thompson was previously summarily suspended by the Board in May of 2006 for an addiction to marijuana, after being denied reinstatement in November of 2006 for failure to comply with the Board's Order, she was ultimately reinstated in February of 2008. D-071129-024.

4. During the Board's investigation related to the search warrant of Corey Thompson's residence, she denied knowledge of any marijuana grow operation related to her first summary suspension; however, when confronted by the Board agent with her handwritten statement from the prior case, she acknowledged she had been aware of a grow operation but stated, "it wasn't that large."

5. The Board further finds the testimony of the Respondent, Corey Thompson, to lack credibility.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs 1 and 2 of the Findings of Fact constitute a violation of Section 2925.13(B) of the ORC.

2. Such conduct as set forth in paragraphs 1 through 4 of the Findings of Fact each constitute a violation of Section 4729.16 of the ORC:

a. Guilty of a felony or gross immorality, ORC Section 4729.16(A)(1); and

b. Guilty of dishonesty or unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2); 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, ORC Section 4729.16(A)(5).

3. Such conduct as set forth in each paragraph 1 through 4 of the Findings of Fact also constitute a violation of Chapter 4729-5 of the Ohio Administrative Code (OAC), which allows the Board to consider as evidence of a person not meeting the requirements provided for licensure in the Revised Code:

a. Violated any state or federal law or rule regardless of the jurisdiction in which the acts were committed, OAC Rule 47295-04(A); and

b. Violated, conspired to violate, attempted to violate, or aided and abetted in the violation of any of the provisions of Chapters 4729., 3715., 3719., and 2925. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729-5-04(B); and

c. Has been disciplined by the Ohio state board of pharmacy pursuant to section 4729.16 of the Revised Code, OAC Rule 4729-5-04(E).

DECISION OF THE BOARD

In reviewing the evidence, and in consideration of the State and Respondent's exhibits, including the Board's previous suspension of Corey Thompson, and the testimony and credibility of the witnesses before it, the Board finds the Respondent, Corey Thompson, not to be a credible witness and finds that her felony offense and guilty plea is such that this Board cannot support Respondent's return to the practice of the profession of pharmacy.

1. 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 Corey Thompson on August 10, 2016.

2. Pursuant to Section 4729.16 of the Ohio Revised Code, and pursuant to Section 4729-9-01(E) of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy adjudicates the matter of Corey Thompson as follows:

On the basis of the Findings of Fact and section (1) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (2)(a) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (2)(b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (2)(c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (3)(a) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (3)(b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and section (3)(c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby revokes permanently the Pharmacist license, No. 03-3-23719, held by Corey Thompson effective as of the date of the mailing of this Order.

Mr. Weaver moved for Findings of Fact; Ms. Yarosh seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Wilt moved for Conclusions of Law; Mr. Cox seconded the motion. Motion passed (Aye-6/Nay-0).

Mr. Wilt moved for Action of the Board; Mr. Weaver seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

R-2017-278 The Board received an application for the Continuing Education Provider Status of **Alexis Luckey, RPh** (03-1-36084) Waterville, 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-6.

R-2017-279 Ms. Yarosh moved to adopt the following Multiple RP Request decisions presented by the Responsible Person Committee:

- **Tamer Ibrahim, RPh (03-2-27804)-APPROVED**
  - Rite Aid Pharmacy #3700—*Canton, OH* (02-0776450)
  - MedTime Pharmacy—*Canton, OH* (02-2610900)

- **Garrett Eggers, RPh (03-3-30920)-APPROVED**
  - South Pointe Hospital—*Warrensville Heights, OH* (02-0824850)
  - South Pointe Hospital —*Warrensville Heights, OH* (02-0824851)

- **Mitchell Friedman, RPh (03-2-13777)-APPROVED**
  - CVS #3347—*University Heights, OH* (02-0118150)
  - Diabetic Promotions—*Willowick, OH* (02-1380100)

- **Vince Yahl, RPh (03-2-22771)-APPROVED**
  - Upper Valley Medical Center—*Troy, OH* (02-1072400)
  - Upper Valley Medical Center, Dattmer Building—*Troy, OH* (02-1072401)

- **Stuart Martin, RPh (Out of State)-APPROVED**
  - Cardinal Health 105, DBA Specialty Pharmaceutical Services—*LaVergne, TN* (01-1018800)
  - Cardinal Health 105, DBA Specialty Pharmaceutical Services—*LaVergne, TN* (01-2647050)

- **Dean Williamson, RPh (Out of State)-APPROVED**
  - Cardinal Health 108, DBA Cardinal Health—*Reno, NV* (01-2000150)
  - Cardinal Health 105, DBA Specialty Pharmaceutical Services—*Reno, NV* (01-1793200)
  - Cardinal Health 105, DBA Specialty Pharmaceutical Services—*Reno, NV* (01-2646950)

- **William Tarasezewski, RPh (Out of State)-APPROVED**
  - Meda Pharmaceuticals, Inc.—*Decantur, IL* (01-0016700)
  - Wallance Pharmaceuticals, Inc.—*Decantur, IL* (01-2079450)

- **Vimal Kavuru, RPh (Out of State)-APPROVED**
  - Casper Pharma, LLC—*East Brunswick, NJ* (01-2640750)
  - Citron Pharma, LLC—*East Brunswick, NJ* (01-2362800)
  - Cronus Pharma, LLC—*East Brunswick, NJ* (01-2534250)

- **Bradley Parkhurst, RPh (Out of State)-APPROVED**
  - Prasco, LLC—*Mason, OH* (01-2646100)
  - Prasco, LLC—*Mason, OH* (01-2649450)

- **Paul Scott, RPh (Out of State)-APPROVED**
  - Scott-Grass Company, Inc.—*Lexington, KY* (01-1115800)
  - Scott-Grass Company, Inc.—*Winchester, KY* (01-1544600)
  - Scott-Grass Company, Inc.—*Ashland, KY* (01-1544650)

- **Tyler Sotuh, RPh (Out of State)-APPROVED**
  - Legacy Pharmaceutical Packaging, LLC—*Earth City, MO* (01-2647100)
  - Legacy Pharmaceutical Packaging, LLC—*Earth City, MO* (01-2539200)

- **J. Todd Ehrman, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Romulus, MI* (01-0995300)
  - Cardinal Health 200, LLC—*Romulus, MI* (01-2632550)

- **Cora Haney, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Solon, OH* (01-2092100)
  - Cardinal Health 200, LLC—*Solon, OH* (01-2632650)

- **Brian Dixon, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Obetz, OH* (01-0973200)
  - Cardinal Health 200, LLC—*Obetz, OH* (01-2632300)

- **Michael Zatlukal, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Montgomery, NY* (01-1381600)
  - Cardinal Health 200, LLC—*Montgomery, NY* (01-2632500)

- **Jerry Leach, RPh (Out of State)-APPROVED**
  - Sonexus Health Distribution Services, LLC—*Lewisville, TX* (01-2361150)

- Sonexus Health Distribution Services, LLC—*Lewisville, TX* (01-2335950)

- **John Logan, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Ontario, CA* (01-2165200)
  - Cardinal Health 200, LLC—*Ontario, CA* (01-2632600)

- **Amy Pane, RPh (Out of State)-APPROVED**
  - Cardinal Health 200, LLC—*Buford, GA* (01-1945300)
  - Cardinal Health 200, LLC—*Buford, GA* (01-2632450)

- **Sherrick Orie, RPh (Out of State)-APPROVED**
  - Cardinal Health—*Waukegan, IL* (01-1540550)
  - Cardinal Health—*Waukegan, IL* (01-2632750)

The motion was seconded by Mr. Cox and approved by the Board: Aye-6.

R-2017-280 The Board received an extension request for storage of records of **Yost Pharmacy** pursuant to Rule 4729-9-11. Mr. Weaver moved that the specific requests be approved. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.

R-2017-281 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2015-1770

Christine Afable
9124 Lord's Lake Circle N.W.
Massillion, Ohio 44646
License No. 03-3-34595

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 Christine Afable, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the affirmative answer to the legal question on her Pharmacist Renewal Application. Together, OSBP and Christine Afable 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. Christine Afable is a licensed pharmacist under license number 03-3-34595.

FACTS

1. On or about September 15, 2015, the OSBP initiated an investigation of Christine Afable, pharmacist license number 03-3-34595, related to Christine Afable's affirmative answer to the legal question on her Pharmacist Renewal Application.

2. On or about November 23, 2016, the OSBP sent a Notice of Opportunity for Hearing to Christine Afable, 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 December 13, 2016, Christine Afable timely requested an administrative hearing, which was subsequently scheduled for March 7, 2017.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.

2. Christine Afable neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 23, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Christine Afable agrees to pay to the OSBP the amount of $1,000.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Christine Afable agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

5. Christine Afable understands that she has the right to be represented by counsel for review and execution of this agreement.

6. Christine Afable 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.

7. Christine Afable 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.

8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

R-2017-282 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2016-1531

Bellevue Professional Services, Inc.
c/o Dr. Gregory Karasik
1400 W. Main St., Bldg. 1, Suite A
Bellevue, Ohio 44811
License No. 02-2618800

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 Bellevue Professional Services, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of the negative answer to the legal question on their Terminal Distributor of Dangerous Drugs Application. Together, OSBP and Bellevue Professional Services, 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. Bellevue Professional Services, Inc. applied for a Terminal Distributor of Dangerous Drugs on April 15, 2016.

FACTS

1. On or about May 17, 2016, the OSBP initiated an investigation of Bellevue Professional Services, Inc., Terminal Distributor of Dangerous Drugs pending license number 02-2618800, related to Bellevue Professional Services, Inc.'s negative answer to the legal question on their Terminal Distributor of Dangerous Drugs Application.

2. On or about December 16, 2016, the OSBP sent a Notice of Opportunity for Hearing to Bellevue Professional Services, Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

3. On or about December 20, 2016, Bellevue Professional Services, Inc. timely requested an administrative hearing, which was subsequently scheduled for February 7, 2017.

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. Bellevue Professional Services, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 16, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Bellevue Professional Services, Inc. agrees to pay to the OSBP the amount of $10,000.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Bellevue Professional Services, Inc. Terminal Distributor of Dangerous Drugs license will be issued upon receipt of a corrected application, application fee, and fine payment.

5. Bellevue Professional Services, Inc. and its Responsible Person agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Bellevue Professional Services currently holds a professional license, including the OSBP on renewal applications or applications for a new license.

6. Bellevue Professional Services, 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 Bellevue Professional Services, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Bellevue Professional Services, Inc. by the OSBP and will NOT discharge Bellevue Professional Services, Inc. from any obligation under the terms of this Agreement.

7. Bellevue Professional Services, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Bellevue Professional Services, 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 Bellevue Professional Services, Inc. will operate.

10. Bellevue Professional Services, Inc. waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2017-283 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2016-1513

Laura Ramsdell
6713 Kencrest Circle
Cincinnati, Ohio 45243
License No. 03-1-35514

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 Laura Ramsdell, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the negative answer to the legal question on her NABP Application to transfer Pharmacist License to Ohio. Together, OSBP and Laura Ramsdell 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. Laura Ramsdell is a licensed pharmacist under license number 03-1-35514.

FACTS

1. On or about May 11, 2016, the OSBP initiated an investigation of Laura Ramsdell, pharmacist license number 03-1-35514, related to Laura Ramsdell's negative answer to the legal question on her NABP Application to transfer Pharmacist License to Ohio.

2. On or about November 23, 2016, the OSBP sent a Notice of Opportunity for Hearing to Laura Ramsdell, 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 December 1, 2016, Laura Ramsdell timely requested an administrative hearing, which was subsequently scheduled for January 10, 2017.

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. Laura Ramsdell neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 23, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Laura Ramsdell 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Laura Ramsdell must obtain, within 90 days from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs) in ethics and/or law, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov within 7 days of completion.

5. Laura Ramsdell agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Laura Ramsdell understands that she has the right to be represented by counsel for review and execution of this agreement.

7. Laura Ramsdell 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. Laura Ramsdell 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.

R-2017-284 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2016-1477-A

Kroger Pharmacy #16810
c/o Benjamin Smith, RPh
1014 Vine St.
Cincinnati, Ohio 45202
License No. 02-1304850

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 Kroger Pharmacy #16810, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription number 4083930. Together, OSBP and Kroger Pharmacy #16810 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. Kroger Pharmacy #16810 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1304850.

FACTS

1. On or about April 20, 2016, the OSBP initiated an investigation of Kroger Pharmacy #16810, Terminal Distributor of Dangerous Drugs license number 02-1304850, related to Kroger Pharmacy #16810's error in dispensing of prescription number 4083930.

2. On or about January 17, 2017, the OSBP sent a Notice of Opportunity for Hearing to Kroger Pharmacy #16810, 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. Kroger Pharmacy #16810 neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 17, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Kroger Pharmacy #16810 agrees to pay to the OSBP the amount of $2,500.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Kroger Pharmacy #16810 and Benjamin Smith, RPh 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.

5. Kroger Pharmacy #16810 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 Kroger Pharmacy #16810 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 Kroger Pharmacy #16810 by the OSBP and will NOT discharge Kroger Pharmacy #16810 from any obligation under the terms of this Agreement.

6. Kroger Pharmacy #16810 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Kroger Pharmacy #16810 understands that it has the right to be represented by counsel for review and execution of this agreement.

8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Kroger Pharmacy #16810 will operate.

9. Kroger Pharmacy #16810 waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2017-285 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2016-1447-B

Matthew Lewandowski, RPh
3566 Indian Road
Ottawa Hills, Ohio 43606
License No. 03-2-26443

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 Matthew Lewandowski, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the error in dispensing of prescription number 4083930. Together, OSBP and Matthew Lewandowski 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. Matthew Lewandowski is a licensed pharmacist under license number 03-2-26443.

FACTS

1. On or about April 20, 2016, the OSBP initiated an investigation of Matthew Lewandowski, pharmacist license number 03-2-26443, related to Matthew Lewandowski's error in dispensing of prescription number 4083930.

2. On or about January 17, 2017, the OSBP sent a Notice of Opportunity for Hearing to Matthew Lewandowski, 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. Matthew Lewandowski neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 17, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Matthew Lewandowski agrees to pay to the OSBP the amount of $250.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Matthew Lewandowski 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.

5. Matthew Lewandowski agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Matthew Lewandowski understands that he has the right to be represented by counsel for review and execution of this agreement.

7. Matthew Lewandowski 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. Matthew Lewandowski waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically 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.

R-2017-286 Mr. Moné announced that the following Settlement Agreement has been signed by all parties and is now effective:

IN THE MATTER OF:
CASE NO. 2015-1150

Jennifer Merriman Tyo, RPh
4467 Perrin Street
Grove City, Ohio 43215
License No. 03-2-28231

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Jennifer Merriman Tyo for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Jennifer Merriman Tyo's continuing education units. Together, OSBP and Jennifer Merriman Tyo 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. Jennifer Merriman Tyo is a licensed pharmacist under license number 03-2-28231.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Jennifer Merriman Tyo, pharmacist license number 03-2-28231. The audit showed she failed to complete the required hours.

2. On or about January 14, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Jennifer Merriman Tyo, which outlined the allegations and provided a form to submit evidence of completion. Jennifer Merriman Tyo returned the notarized form indicating that she had not completed the required continuing education units.

3. On or about July 19, 2016, the OSBP sent a Notice of Opportunity for Hearing to Jennifer Merriman Tyo, 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.

4. On or about July 26, 2016, Jennifer Merriman Tyo timely requested an administrative hearing, which was subsequently scheduled for November 7, 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. Jennifer Merriman Tyo neither admits nor denies the allegations stated in the Request for Evidence of Completion of Continuing Education letter dated July 19, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Jennifer Merriman Tyo agrees to pay to the OSBP the amount of $1,500.00, 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, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. Jennifer Merriman Tyo must obtain 64 hours of approved continuing pharmacy education (6.4 CEUs), which may not also be used for license renewal. These units must be completed no later than 180 days from the effective date of this Agreement. Proof of the completed CEUs should be mailed to legal@pharmacy.ohio.gov.

5. Jennifer Merriman Tyo must attend an OSBP Reciprocity Review Session within 120 days of the effective date of this Agreement.

6. Jennifer Merriman Tyo agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Jennifer Merriman Tyo understands that she has the right to be represented by counsel for review and execution of this agreement.

8. Jennifer Merriman Tyo 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.

9. Jennifer Merriman Tyo specifically withdraws her request for a hearing in this matter, waives her 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.

4:09 p.m. The Board recessed briefly.

4:15 p.m. The meeting reconvened in Room South B&C.

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; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

4:35 p.m. The meeting reconvened in Room South B&C and the Board recessed for the day.

Tuesday, March 7, 2017

9:00 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 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.

The Board was joined by Assistant Attorney General Steven Kochheiser to conduct and adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Jacob Laird,** *Medina, Ohio.*

9:40 a.m. The hearing ended and the record was closed.

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: Cox-yes; Marchal-yes; Rudell-yes; Weaver-yes; Wilt-yes and Yarosh-yes.

9:49 a.m. The recess ended and the hearing was opened to the public.

R-2017-287 Mr. Cox moved that the citation issued to Jacob Laird be dismissed and his Intern application submitted on or about April 22, 2016 be approved. The motion was seconded by Ms. Marchal and approved by the Board: Aye-6.

9:50 a.m. The Board recessed briefly.

9:56 a.m. The meeting reconvened in Room South B&C.

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

10:08 a.m. The meeting reconvened in Room South B&C.

Mr. McNamee presented a waiver request from **Nationwide Children's Hospital** for schools participating in its School Based Asthma Therapy Program from having to meet the licensure requirement pursuant to paragraph (B)(1) of Rule 4729-5-10 of the Ohio Administrative Code.

R-2017-288 Ms. Marchal moved that pursuant to paragraph (B)(1) of rule 4729-5-10 of the Administrative Code, the Board hereby waives the licensure requirements of schools participating in the Nationwide Children's Hospital (NCH) – School Based Asthma Therapy Program. NCH shall comply with all other requirements of rule 4729-5-10 of the Administrative Code. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

Mr. McNamee and the Board discussed limits on Opioid Analgesic Prescriptions.

R-2017-289 Mr. Cox moved that the Board adopt the following Resolution:

Resolution: 14-Day Limit on Opioid Analgesic Prescriptions

The State of Ohio Board of Pharmacy hereby recognizes the following, as it applies to section 4729.45 of the Ohio Revised Code enacted by Ohio SB 319 (131st General Assembly):

- The 14-day limit on dispensing an opioid analgesic does not apply to refills of schedule III - V opioid analgesics.

- The limit set forth in division (B)(2) of section 4729.45 does not prohibit the following:

  - The selling of an opioid analgesic if the prescription was presented and dispensed by a pharmacist (i.e. prescription is associated with patient and a final check is conducted) within 14-days of the date the prescription was issued.

  - The selling or dispensing of partial fills of schedule II opioid analgesics pursuant to rule 4729-5-26 of the Ohio Administrative Code, if the initial dispensing of the prescription occurs within 14-days of the date the prescription was issued.

The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.

10:30 a.m. Mr. McNamee presented the Legislative Rules packet to the Board.

11:04 a.m. The Board recessed briefly.

11:10 a.m. The meeting reconvened in Room South B&C.

Mr. McNamee continued his presentation.

12:00 p.m. The Board recessed for lunch and Mr. Cox left the for the day.

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, 31st Floor of the Vern Riffe Center for the Government and the Arts:

LAWRENCE M. BADWAY	NEW JERSEY
BONNIE MARIE BOOTH	INDIANA
ELENE CHRISTENSEN	OKLAHOMA
GISELLE D'EPIRO	WISCONSIN
THUY DINH-PEREZ	CALIFORNIA
JOHN M. DISCHERT	PENNSYLVANIA
BRIANNA NICOLE DOMBROSKY	PENNSYLVANIA
MARTHA GHIZ DROSSOS	UTAH
BREANNE MICHELLE EVANS	PENNSYLVANIA
KRISTEL M. GEYER	WISCONSIN
MICHAEL SHANNON GRIFFITH	KENTUCKY
FADI N. HAMAD	FLORIDA
ROBIN J. HAMMAR	MICHIGAN
PATRICK SHAWN HAWTHORNE	FLORIDA
BAILEY MICHELLE HEMINGER	INDIANA
KARRIE O. LYNDAKER	NEW YORK
LINDSEY MARIE MCKINNEY	WEST VIRGINIA
NGUYET PHAN NGUYEN	VIRGINIA
SWATI PRAVIN PATEL	NEVADA
ESTEFANIA IDARRAGA RUIZ	FLORIDA
HASSAN ALI AHMED SARTAWI	CALIFORNIA
JACOB WELDERUFAIEL TESFAMARIAM	PENNSYLVANIA
THOMAS J. VATER	WEST VIRGINIA

1:44 p.m. The meeting reconvened in Room South B&C.

R-2017-290 Ms. Marchal moved that the Board approve the Meeting Minutes of February 6-8, 2017 as amended. The motion was seconded by Mr. Weaver and approved by the Board: Aye-5.

1:50 p.m. Mr. McNamee continued his presentation of the Legislative Rules packet.

R-2017-291 Mr. Wilt moved that the Board approve the Legislative Rules packet presented by Mr. McNamee as amended for filing with CSI and JCARR. The motion was seconded by Ms. Rudell and approved by the Board: Aye-5.

R-2017-292 Mr. Weaver moved that the Board adopt the following Resolution:

The Board has determined that a pharmacist or intern may satisfy this training requirement by completing a certified course that either provides CPR & AED training for lay persons or a more advanced basic life-support training course for healthcare providers.

For the American Red Cross: This includes either **CPR/AED** (note First Aid is not required) or the more advanced **Basic Life Support for Healthcare Providers (BLS)**.

For the American Heart Association: This includes either **Heartsaver® CPR AED** or the more advanced **Basic Life Support (BLS) for Healthcare Providers**.

As a reminder, pharmacists and interns are also required to maintain such certification in order to legally administer immunizations pursuant to the law.

Please note: A course that offers a blended learning model (offering in-person training and self-directed learning) meets the requirements of the law.

The motion was seconded by Mr. Wilt and approved by the Board: Aye-5.

R-2017-293 Mr. Wilt moved that the meeting be adjourned. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

11:31 a.m. The meeting was adjourned.

Michael A. Mone, RPh, President — Date: 4/4/2017

Steven W. Schierholt, Esq., Executive Director — Date: 4/5/17