



MINUTES OF THE AUGUST 8, 2022
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, AUGUST 8, 2022

10:02 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Rich Miller, RPh, *Presiding*; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Also present were Sharon Maerten-Moore, *Chief Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Legal Administrator*.

10:03 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Michael Martinelli, RPh, Berlin Center, Ohio.**

R-2023-0031 Mr. Huston moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Rudell and a roll-call vote was conducted by *Acting President* Miller as follows: George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

10:50 a.m. The deliberation ended and the hearing was opened to the public.

10:50 a.m. Mr. Sheridan provided the Medical Marijuana Program update.

10:52 a.m. Mr. Sheridan led a discussion on Medical Marijuana Dispensary Drive Through Window Guidance Recommendation.

10:59 a.m. Mr. Sheridan led a discussion on the continuation/discontinuation of resolutions titled *Accepting Phone and Online Orders for Medical Marijuana and Sales to Patients and Caregivers Outside the Dispensary Department.*

11:05 a.m. Mr. Sheridan led a discussion on the issuance of a provisional dispensary license for SEO Natural Enterprises, LLC, 3210 Rhodes Avenue, New Boston, OH 45662, in District Southeast-1.

R-2023-0032 Ms. Rudell moved to approve the provisional dispensary license for SEO Natural Enterprises, LLC, 3210 Rhodes Avenue, New Boston, OH 45662, in District Southeast-1. The motion was seconded by Mr. Grimm and approved by the Board (4-0). Mr. Goodman Recused from the vote.

R-2023-0033 After votes were taken in public session, the Board adopted the following order in the Matter of **Michael Martinelli, RPh, Berlin Center, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0636)

In The Matter Of:

Michael Martinelli, RPh
5202 Duck Creek Road,
Berlin Center, OH 44401
(License No. 03-322018)

INTRODUCTION

On April 7, 2022, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Michael Martinelli (Respondent) via certified mail, return receipt requested to Respondent's address of record. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on August 8, 2022 before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Shawn Wilt, RPh, *President*; Trina Buettner, *Vice President*, RPh; Absent.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Paul Schad, Compliance Specialist

Respondent's Witnesses:

1. N/A

State's Exhibits:

- 1a. Notice Letter
- 1b. Patient Key
2. Statement of Respondent
3. Statement of Technician
4. First Statement of RC Compounding
5. Second Statement of RC Compounding
6. Prescriptions Compounded for Patient 1
7. Compounding Records for Patient 1
8. Testosterone Test
9. Testing Forms from ARL
10. Inspection Report

Respondent's Exhibits:

- A. N/A

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. On or about March 11, 2020, while Michael Martinelli was working at RC Compounding, located at 2020 Center Road, Poland, Ohio, prescriptions #188064CR and #186293R were compounded for Patient 1. On or about March 12, 2020, prescription #188064CR for Biest 80/20 0.25 mg + 0.25 mg testosterone and prescription #186293R for progesterone 30 mg/0.5 ml were dispensed to Patient 1; however, the prescription labeled as progesterone 30 mg/0.5 ml, contained testosterone 26 mg/0.5ml.
2. The investigation revealed, on or about March 11, 2020, the certified pharmacy technician who compounded the medications chose testosterone powder instead of progesterone powder prior to compounding the cream labeled as progesterone 30 mg/0.5 ml. A positive ID indicates Michael Martinelli verified and took responsibility for the dispensing of the prescriptions after the

compounding was complete. Michael Martinelli reviewed each of the compounding records and found the weights, calculations, and records to be accurate. However, Michael Martinelli did not verify the compounding ingredients prior to the compounding taking place. Investigation revealed this was standard operating procedure at RC Compounding.

3. Patient 1 used the topical medications as prescribed and experienced changes in behavior and appearance consistent with an excessive amount of testosterone. Patient 1 also experienced unusually high total testosterone blood levels collected on 3/24/20 (1277 ng/dl) and 4/20/20 (1384 ng/dl). The normal range of total testosterone in a female the same age as Patient 1 is 2-45 ng/dl.
4. RC Compounding provided to the Board a July 7, 2020 internal report summarizing the error in dispensing and stating the isolated event was likely caused by the technician mistakenly choosing a bottle containing testosterone instead of progesterone. The report also included changes to the pharmacy's standard operating procedures including a step for pharmacists to verify the ingredients of compounds prior to the technician completing the compounding process.
5. On or about July 15, 2020, Michael Martinelli spoke with an agent of the Board. Michael Martinelli stated the following:
 - a. Michael Martinelli was the pharmacist responsible for the compounding of Rx#186293R on 3/11/20 and the error in dispensing.
 - b. Michael Martinelli explained the process of pharmacist verification at the time of the error in dispensing, stating pharmacists do not verify the ingredients prior to the technician compounding.
 - c. Pharmacist dispensing verification is to review the compounding record, including a review of the weights and assuring calculations are correct, but this occurred after the compounding was completed by the technician.
 - d. Michael Martinelli believed the error was caused by the technician pulling testosterone powder instead of progesterone powder.

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section constitutes a violation of section 3715.52(A)(2) of the ORC, the adulteration or misbranding of any food, drug, device, or cosmetic, a misdemeanor of the fourth degree.

2. Such conduct as set forth in the Findings of Fact Section constitutes a violation of section 3715.64(A)(1), Misbranded drug – its labeling is false or misleading in any particular.
3. Such conduct as set forth in the Findings of Fact Section constitutes the following violations of divisions (A)(10) of section 3715.64 of the ORC, Misbranding:
 - a. It is a drug and its container is so made, formed, or filled as to be misleading, ORC Section 3715.64(A)(10)(a); and
 - b. The drug sold or dispensed is not the brand or drug specifically prescribed or ordered or, when dispensed by a pharmacist upon prescription, is neither the brand or drug prescribed nor a generically equivalent drug, ORC Section 3715.64(A)(10)(d).
4. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Rule 4729-16-03 of the OAC as effective February 15, 2016:
 - a. For all non-sterile compounded drug products, the pharmacy shall comply with the United States pharmacopeia chapter <795>, USP 38 - NF 33, or any official supplement thereto (9/10/2015); OAC Rule 4729-16-03(A); and
 - b. For all compounded prescriptions, the pharmacist shall: Inspect and approve the compounding process; OAC Rule 4729-16-03(G)(1).
5. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019, each violation constituting a minor misdemeanor:
 - a. Engaged in unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter 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 4729.16(A)(2)(e); and
 - c. Engaged in any other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC 4729.16(A)(2)(l).
6. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective May 1, 2018:

- a. Engaged in unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
- b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
- c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC Rule 4729:1-4-01(B)(2)(m); and
- d. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC Rule 4729:1-4-01(B)(2)(p).

DECISION OF THE BOARD

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 1b, 2, 3, 4, 5, 6, 7, 8, and 9.

Pursuant to Section 4729.56 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the amount of \$500. This fine will be attached to Michael Martinelli's license record and must be paid no later than six months from the effective date of this Order. To pay this fine Michael Martinelli must login to www.elicense.ohio.gov and process the items in the cart.

Michael Martinelli must obtain, within six months from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs), which must be in the topics of compounding practices, medication errors and/or patient safety, and which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

The Board imposes a written reprimand on Michael Martinelli's pharmacist license, No. 03-322018.

Ms. Rudell moved for Findings of Fact; Mr. Grimm seconded the motion. Motion passed (Yes-5/No-0).

Ms. Rudell moved for Conclusions of Law; Mr. Grimm seconded the motion. Motion passed (Yes-5/No-0).

Ms. Rudell moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes-5/No-0).

SO ORDERED.

11:18 a.m. Ms. Southard provided the Licensing Report.

11:25 a.m. Mr. Griffin provided the Compliance and Enforcement Report.

11:28 a.m. Ms. Maerten-Moore provided the Legal Report.

R-2023-0034 Mr. Huston moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Grimm and a roll-call vote was conducted by Acting President Miller as follows: George-yes; Grimm-yes; Huston-yes; and Rudell-yes.

R-2023-0035 Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on January 25, 2022, in the matter of **Verdant Creations Newark, DBA Sunnyside, Newark, Ohio.**

R-2023-0036 Mr. Miller announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE NO. A-2020-0637**

**RC Compounding
License No. 02-1678950**
c/o Emily Carlson, RPh
3030 Center Road
Poland, OH 44514

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and RC Compounding for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and RC Compounding are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend,

revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. RC Compounding is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1678950.

FACTS

1. The Board initiated an investigation of RC Compounding, Terminal Distributor of Dangerous Drugs license number 02-1678950, related to RC Compounding's error in dispensing.
2. On or about April 7, 2022, the Board sent a Notice of Opportunity for Hearing to RC Compounding, 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 May 4, 2022, RC Compounding, through counsel Brandon Smith, timely requested an administrative hearing, which was subsequently scheduled for August 8, 2022. This matter was settled via this Agreement prior to hearing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. RC Compounding neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 7, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. RC Compounding agrees to pay to the Board a monetary penalty the amount of \$1,000. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on RC Compounding's TDDD license, number 02-1678950.
5. RC Compounding agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or

jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

6. RC Compounding 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 RC Compounding 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 RC Compounding by the Board and will NOT discharge RC Compounding from any obligation under the terms of this Agreement.
7. RC Compounding agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. RC Compounding 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 RC Compounding will operate.
10. RC Compounding explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2023-0037

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

**IN THE MATTER OF:
CASE NO. A-2021-0336**

Christopher Spitzer, RPh
License No. 03-236754
9315 Gardenside Lane
Loveland, Ohio 45140

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Christopher Spitzer, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Christopher Spitzer and CVS Pharmacy #6123 for failing to report a pharmacist for arriving to work his scheduled shift at CVS Pharmacy while impaired and under the influence of alcohol. Together, the Board and Christopher Spitzer are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Christopher Spitzer is a licensed pharmacist in the state of Ohio under license number 03-236754, who was listed as the District Manager at CVS Pharmacy #6123, located at 7500 Beechmont Avenue, Cincinnati, Ohio, at the time of the Allegations in the Notice of Opportunity for Hearing dated March 9, 2022.

FACTS

1. The Board initiated an investigation of Christopher Spitzer, pharmacist license number 03-236754, and CVS Pharmacy #6123 for failing to report a pharmacist for arriving to work his scheduled

shift at CVS Pharmacy while impaired and under the influence of alcohol.

2. On or about March 9, 2022, the Board sent a Notice of Opportunity for Hearing to Christopher Spitzer, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about March 31, 2022, Christopher Spitzer, timely requested an administrative hearing, which was subsequently scheduled for April 6, 2022. Settlement of this matter was reached prior to hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Christopher Spitzer neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 9, 2022; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Christopher Spitzer agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to Christopher Spitzer' license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Christopher Spitzer must obtain five hours of approved continuing pharmacy education (0.5 CEUs) which may not also be used for license renewal. The 0.5 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on Christopher Spitzer's pharmacist license, number 03-236754.
6. Christopher Spitzer agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Christopher Spitzer understands that he has the right to be represented by counsel for review and execution of this agreement.

8. Christopher Spitzer agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Christopher Spitzer explicitly withdraws his request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0038

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

**IN THE MATTER OF:
Case No. A-2021-0263
501-5231**

**Brendan Boseman
Registration No. 09-119870
9307 Bridgecreek Drive
Cincinnati, Ohio 45231**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Brendan Boseman for the purpose of resolving all issues between the parties relating to the Board investigation of working at CVS Pharmacy #6101, located at 8560 Winton Road, Cincinnati, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Brendan Boseman are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Brendan Boseman is a pharmacy technician trainee in the state of Ohio under registration number 09-119870.

FACTS

1. The Board initiated an investigation of Brendan Boseman, pharmacy technician trainee registration number 09-119870, related to Brendan Boseman's working as a pharmacy technician at CVS Pharmacy #6101 without obtaining/maintaining a valid registration as a pharmacy technician.
2. On or about October 8, 2021, the Board sent a Notice of Opportunity for Hearing to Brendan Boseman which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Brendan Boseman neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 8, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Brendan Boseman agrees to pay to the OSBP the amount of amount of \$25.00 This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Brendan Boseman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Brendan Boseman understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Brendan Boseman agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Brendan Boseman waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0039

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

**IN THE MATTER OF:
CASE No. A-2020-0711
I-2019-1357**

**Wellness ReSolutions, LLC
License No. 02-2501950
c/o Patricia A. Morton (formerly, Stafford), MD**

6740 Perimeter Dr, Ste 300
Dublin, OH 43016-8063

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Wellness ReSolutions, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Wellness ReSolutions are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Wellness ReSolutions is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2501950.

FACTS

1. The Board initiated an investigation of Wellness ReSolutions, Terminal Distributor of Dangerous Drugs license number 02-2501950, related to Wellness ReSolutions' illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about June 28, 2022, the Board sent a Notice of Opportunity for Hearing dated May 12, 2022 to Wellness ReSolutions, 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. The Board's June 28, 2022 correspondence was received by Wellness ReSolutions on July 13, 2022.

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

TERMS

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

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

2. Wellness ReSolutions neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 12, 2022; however, the Board believes it has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Wellness ReSolutions agrees to pay to the Board a monetary penalty the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Wellness ReSolutions' TDDD license, number 02-2501950.
5. Wellness ReSolutions agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Wellness ReSolutions 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 Wellness ReSolutions 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 Wellness ReSolutions by the Board and will NOT discharge Wellness ReSolutions from any obligation under the terms of this Agreement.
7. Wellness ReSolutions agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Wellness ReSolutions 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 Wellness ReSolutions will operate.
10. Wellness ReSolutions waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

R-2023-0040

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

**IN THE MATTER OF:
CASE NO. A-2022-0433**

Courtney Roach
SURRENDERED Registration No. 09-216018
3454 Mill Creek Rd.
Gallipolis, Ohio 45631

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Respondent, for the purpose of resolving all issues between the parties relating to the theft of controlled substances. Together, the Board and Respondent are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to

Section 4729.90 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.

2. Respondent is an Ohio-registered registered pharmacy technician under registration number 09-216018.

FACTS

1. On or about July 13, 2022, Registered Pharmacy Technician, Courtney Roach, while working at Fruth Pharmacy #21, located at 204 Second Ave. Gallipolis, OH 45631, diverted one 10 mg tablet of oxycodone from a patient's filled prescription waiting for pickup in will call. The diversion was captured on video. Courtney Roach admitted to the theft.
2. Courtney Roach expressly waives the requirements of Chapter 119. of the Ohio Administrative Code, including her right to notice of an opportunity for hearing as set forth in Section 119.07 of the Ohio Revised Code, her opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, she waives any right to an appeal.
3. Courtney Roach requested to surrender her registered pharmacy technician registration.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Respondent neither admits nor denies the allegations stated in the Facts; however, the Board has evidence sufficient to sustain the allegations and finds them to violate Ohio's pharmacy law.
3. **The Board agrees to accept, in lieu of any formal notice of opportunity of hearing, Respondent's permanent and voluntary surrender to the State of Ohio Board of Pharmacy of her pharmacy technician registration, registration number 09-216018, with discipline pending.**
4. **RESPONDENT VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A**

**REGISTERED PHARMACY TECHNICIAN, REGISTRATION NO.
09-216018**

5. Respondent may never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code, unless Respondent provides in any license or registration application, satisfactory proof to the Board that she is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
6. Respondent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Respondent understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Respondent agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license.
9. Respondent expressly declines and waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2023-0041

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

**IN THE MATTER OF:
CASE No. A-2021-0028
I-2020-0976**

Dr. Pamela G. Walker
License No. 02-2783200
c/o Pamela Walker, DVM
2373 Hyde Road
Grove City, Ohio 43123

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Dr. Pamela G. Walker for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Dr. Pamela G. Walker are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Dr. Pamela G. Walker is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2783200.

FACTS

1. The Board initiated an investigation of Dr. Pamela G. Walker, Terminal Distributor of Dangerous Drugs license number 02-2783200, related to Dr. Pamela G. Walker's illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about May 5, 2021 the Board sent a Notice of Opportunity for Hearing to Dr. Pamela G. Walker, 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. The Notice letter was not served upon the Respondent and marked "In Transit" by the USPS. On or about February 16, 2022, the Notice letter was re-issued and served upon the Respondent on February 23, 2022.
3. Dr. Pamela G. Walker timely requested an administrative hearing, which was subsequently scheduled for August 9, 2022. This matter was settled via this Agreement prior to hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Dr. Pamela G. Walker neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 5, 2021 (and re-issued February 16, 2022 due to lack of service); however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Dr. Pamela G. Walker agrees to pay to the Board a monetary penalty the amount of \$3,500.00. \$1,750.00 of this fine shall be stayed so long as Dr. Pamela G. Walker complies with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, as outlined in Term 5 of this Agreement. The remaining \$1,750.00 will be attached to the Terminal Distributor of Dangerous Drugs license record and must be paid no later than one year from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Dr. Pamela G. Walker agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. Dr. Pamela G. Walker 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 Dr. Pamela G. Walker 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 Dr. Pamela G. Walker by the Board and will NOT discharge Dr. Pamela G. Walker from any obligation under the terms of this Agreement.
6. Dr. Pamela G. Walker agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Dr. Pamela G. Walker 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 Dr. Pamela G. Walker will operate.
 9. Dr. Pamela G. Walker explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2023-0042

The following resolution for Chandra S. Galante was presented by Mr. Huston and adopted by the Board:

A Resolution for Chandra S. Galante

WHEREAS, the administrative efforts of Chandra S. Galante, a Compliance Specialist with the State of Ohio Board of Pharmacy, has directly led to the successful and thoughtful measures to aid in the fulfillment of the Mission of the Board; and

WHEREAS, these efforts have contributed to the ongoing protection and safety of the citizens of Ohio; therefore

BE IT RESOLVED, that the State of Ohio Board of Pharmacy hereby commends Chandra S. Galante for 10 years of exemplary service and performance to the Board and to the people of Ohio in carrying out the responsibilities of her position, and

BE IT ALSO RESOLVED, that we, the members of the State of Ohio Board of Pharmacy, in its one hundred thirty-eighth year, so express our profound appreciation to Chandra S. Galante for her dedication and service to the Board and the citizens of Ohio, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the permanent minutes of the State of Ohio Board of Pharmacy.

R-2023-0043

The following resolution for Jennifer M. Rudell was presented by Mr. Miller and adopted by the Board:

WHEREAS, Jennifer M. Rudell, R.Ph.,
has served the citizens of Ohio with distinction
as a member of the State of Ohio Board of Pharmacy
following her appointment by Governor John R. Kasich in 2016.

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

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

1:36 p.m.

The Board Meeting Adjourned.



Shawn Wilt, RPh, President

Date: 09.13.2022



Steven W. Schierholt, Executive Director

Date: 09.13.2022