



MINUTES OF THE NOVEMBER 6-8, 2023
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, November 6, 2023

10:00 a.m. The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, with the following members present:

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

Absent: Jason George, RPh (military leave).

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Zoe Saadey, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

10:00 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 **Zachary Jones, Hudson, Ohio**.

R-2024-0223 Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

11:08 a.m. The deliberation ended and the hearing opened to the public.

R-2024-0224 After votes were taken in public session, the Board adopted the following order in the Matter of **Zachary Jones, Hudson, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2023-0339)

In The Matter Of:

Zachary Jones, RPh
6041 Heather Lane
Hudson, Ohio 44236
(License no. 03-233557)

INTRODUCTION

The Matter of Zachary Jones, RPh came for hearing on November 6, 2023 before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Jason George, RPh; Absent.

Zachary Jones was represented by Bob Garrity. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE**State's Witnesses:**

1. Zachary Jones, RPh – Respondent

Respondent's Witnesses:

1. Zachary Jones, RPh
2. Heather Jones, RPh

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Statement of [REDACTED]

5. Statement of Dr. Craciun

Respondent's Exhibits:

- A. PRO Contract and UDS results
- B. Chemical dependency treatment documentation
- C. 12 Step meeting attendance
- D. Resume
- E. Continuing Education documentation
- F. Letters of support

FINDINGS OF FACT

The parties stipulated to – and the Board hereby adopts as fact- the Allegations as set forth in the Notice of Opportunity for Hearing/Summary Suspension dated August 16, 2023, reiterated herein and set forth below.

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On or about July 31, 2023, the Board was notified that while Zachary Jones was working as a pharmacist at Cleveland Clinic Foundation – Twinsburg Ambulatory Pharmacy, located at 8701 Darrow Road, Twinsburg, Ohio, Mr. Jones was filling his own prescriptions for clonazepam, a Schedule IV controlled substance. Additionally, it was discovered that the prescriptions were filled early, prior to the refill date.
2. Pharmacy records, including but not limited to, Mr. Jones' patient profile, original prescriptions, and the pharmacy workflow and audit trail, from on or about December 14, 2022 to on or about August 1, 2023, revealed the following:
 - a. From on or about December 14, 2022 to on or about July 19, 2023, Mr. Jones received 12 prescriptions (30-days each) for clonazepam 0.5 mg. Each prescription refill was dispensed early, by Mr. Jones, resulting in 114 days of overlapping therapy.

- b. As a result of the early fills dispensed to him, he received 342 additional tablets of clonazepam.
 - c. A review of his patient profile at the pharmacy showed on multiple occasions he performed all the steps to dispense his own prescriptions and performed the sale of the prescription to himself at the register.
 - d. During the course of filling his own prescriptions, Mr. Jones performed numerous manual overrides during Drug Utilization Review (DUR) for “overlapping therapy”.
 - e. Six of the prescriptions were denied by insurance, likely a result of being filled too early/overlapping therapy.
 - f. Dispensings were occurring before regular pharmacy hours and/or conducting all the dispensing steps in a short period of time.
 - g. Numerous notes were added – by Mr. Jones- in the software, stating the refill was authorized by the prescriber (doctor).
 - i. For example, he filled a prescription on June 5, 2023, 18 days before the previous prescription should have run out (thus it was filled 18 days early). Mr. Jones added a note in the pharmacy comment, “leaving for 2 weeks md ok 6-2-23”.
3. On or about July 20, 2023, Mr. Jones was interviewed by pharmacy staff. He admitted he was wrong to dispense his own prescriptions at the pharmacy. He also admitted it was wrong to consume approximately twice his prescribed dose of clonazepam.
 4. On or about August 4, 2023, Mr. Jones was interviewed by agents of the Board. He stated:
 - a. In December 2022, he asked his doctor (prescriber) to increase his prescription for clonazepam, but the doctor declined over concerns he could become dependent on an increased dosage

- b. Mr. Jones began to fill his own clonazepam prescriptions early to manage his panic attacks, with the thought he could later ween himself to a lower dose.
- c. Mr. Jones knew filling his own prescriptions was considered an ethical violation by his employer.
- d. Mr. Jones began to fill his prescriptions earlier and earlier as he used more of the medication to self-medicate. On his worst days he would take up to 8 or 9 tablets of clonazepam 0.5 mg per day.
- e. Mr. Jones had “dug a hole [he] couldn’t get out of...[his] addictive personality took over; [his] fear of other people finding out took over.”
- f. Mr. Jones added some false comments in the “Pharmacy Comments” of the dispensing software and overrode flags to conduct early fills.
- g. Mr. Jones recalled a comment on May 9, 2022: “early fill md aware- working on regimen”. This comment was false.
- h. Mr. Jones met with his doctor (prescriber) on July 21, 2023 and disclosed everything. He continues to see his doctor; the goal is to ween himself off benzodiazepines in 6-7 weeks.
- i. Once he successfully completed the taper and treatment program, he will be ready to practice pharmacy again.
- j. Mr. Jones provided a written statement to an agent of the Board. He stated: “I failed to see how my disease of addiction was controlling me.”

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of Section 2925.23 of the ORC, illegal processing of drug documents.

2. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of Section 2925.22(A) of the ORC, deception to obtain a dangerous drug.
3. 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 October 9, 2021:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. 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 Section 4729.16(A)(2)(l).
4. Such conduct as set forth in the Allegations Section, if proven, constitutes a violation of Rule 4729:5-2-01(A)(3) of the OAC, as effective March 1, 2019, each punishable by a maximum penalty of \$500: The person to whom the terminal distributor of dangerous drugs license has been issued and all pharmacists on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of drugs and the practice of pharmacy.
5. Such conduct as set forth in the Findings of Fact Section, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and

- b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, OAC Rule 4729:1-4-01(B)(2)(c); and
- c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and
- d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
- e. 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)(n).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Zachary Jones on August 16, 2023.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-233557 held by Zachary Jones and such suspension is effective as of the date of the mailing of this Order.

Zachary Jones, pursuant to Rule 4729:1-1-01(T) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute

dangerous drugs and/or medical marijuana during such period of suspension.

Further, after twelve months from the effective date of Summary Suspension, dated August 16, 2023, the Board will consider any petition filed by Zachary Jones for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Zachary Jones must maintain a current address with the Board throughout the duration of the suspension.
2. Zachary Jones must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Zachary Jones should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Zachary Jones to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. **Random**, **observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food,

but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

- e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of Zachary Jones in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. Zachary Jones must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - h. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Zachary Jones shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Zachary Jones reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Zachary Jones shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation

of the Board's Order and request Zachary Jones reappear before the Board for possible additional sanctions, including and up to revocation of license.

5. Zachary Jones must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Zachary Jones to possible additional sanctions, including and up to revocation of license.
6. Zachary Jones must demonstrate satisfactory proof to the Board that she/he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Zachary Jones must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in 4729:1-5-02 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. Once Zachary Jones' license to practice pharmacy is reinstated, Zachary Jones may **not** dispense medication to himself or his family during the period that his license to practice pharmacy remains on probation.
9. If reinstatement is not accomplished within **three years** of the effective date of the summary suspension, Zachary Jones must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate

Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.

10. Zachary Jones must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
11. When deemed appropriate by the Board, Zachary Jones must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
12. Zachary Jones must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
13. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
14. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
15. Periods during which Zachary Jones is not in compliance with all terms of suspension shall toll the length of time of suspension during which Zachary Jones was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website,

www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.

16. If Zachary Jones' employment is related to the practice of pharmacy, Zachary Jones must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Zachary Jones holds a professional license or applies for a professional license, all persons who provide Zachary Jones chemical dependency treatment monitoring, and law enforcement and court personnel if Zachary Jones has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
17. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Zachary Jones' license.

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 Respondent's Exhibit B.

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

Mindy Ferris moved for Conclusions of Law; Jeff Huston seconded the motion. Motion passed (Yes-7/No-0).

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

SO ORDERED.

11:25 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 **Mario David Blount, Bridgeport, West Virginia.**

R-2024-0225

Ms. Ferris moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

12:40 p.m.

The deliberation ended and the hearing opened to the public.

R-2024-0226

After votes were taken in public session, the Board adopted the following order in the Matter of **Mario David Blount, Bridgeport, West Virginia.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2023-0027)

In The Matter Of:

Mario David Blount, RPh

401 E. Olive St., Apt. 7-A

Bridgeport, WV 26330

(Pending License No. APP-000596268)

INTRODUCTION

The Matter of Mario David Blount, RPh, came for hearing on November 6, 2023, before the following members of the State of Ohio Board of Pharmacy (Board): Trina Buettner, RPh, *Presiding*; Mindy Ferris, RPh, Vice President; Anthony Buchta, Sr., RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; Rich Miller, RPh; and Christine Pfaff, RPh.

Jason George, RPh; Absent.

Mario Blount, RPh, was present and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Mario Blount, Respondent
2. Kevin Flaharty, Chief of Investigations, State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Mario Blount

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Application (with attachments)
5. West Virginia Voluntary Surrender
6. Statement of Respondent
7. Plea Agreement
8. Forfeiture Order
9. Order Terminating Supervised Release

Respondent's Exhibits:

- A. Criminal History Record Check
- B. Order Granting Defendant's Fourth Pro Se Motion for Early Termination of Supervised Release
- C. WV Board of Pharmacy Letter
- D. Letter of Recommendation

FINDINGS OF FACT

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds the following to be fact:

1. On Mario Blount's application submitted on or about June 2, 2022, he answered "Yes" to the question inquiring whether he had ever been arrested for, or convicted of, a felony or misdemeanor drug offense under state or federal law.
 - a. On or about February 3, 2015, Mario Blount pleaded guilty in the United States District Court Northern District of West Virginia to three felony counts: one count of Conspiracy to Possess with Intent to Distribute in violation of 21 U.S.C. § 846, one count Distribute Schedule II Controlled Substances (Oxymorphone) in violation of 21 U.S.C. § 841(b)(1)(C) and one count of False or Fraudulent Material Omission in violation of 21 U.S.C. § 843(a)(4)(A). Mario Blount was sentenced to thirty-six (36) months in federal prison with concurrent three years supervised release. Mario Blount was incarcerated at Morgantown Federal Correctional Institution from on or about March 23, 2015, until on or about October 13, 2017. Mario Blount was placed on supervised release supervision from on or about October 13, 2017, until on or about January 6, 2020. *United States v. David Blount*, United States District Court Northern District of West Virginia, Case No. 1:14CR063.
 - b. Mario Blount's felony convictions stemmed from him providing a patient with Oxymorphone and/or Oxycodone, both schedule-II controlled substances, without a proper prescription.
2. On or about May 21, 2015, Mario Blount voluntarily surrendered his West Virginia Board of Pharmacy license pursuant to a West Virginia Board of Pharmacy Consent Agreement Order due to his felony charges.

CONCLUSIONS OF LAW

1. 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 October 9, 2021:
 - a. Has been convicted of a felony, or a crime of moral turpitude, as defined in section 4776.10 of the Revised Code, ORC Section 4729.16 (A)(2)(a); and
 - b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. 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 Section 4729.16(A)(2)(l).
2. Such conduct as set forth in the Findings of Fact Section, each constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective April 25, 2022:
 - a. Has a criminal conviction for, judicial finding of guilt of, or plea of guilty to a disqualifying offense, OAC Rule 4729:1-4-01(B)(2)(a); and
 - b. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(d); and

- d. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(k); and
- e. Has been the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction:
 - i. A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:1-4-01(B)(2)(m)(i); and
 - ii. A disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing, compounding, supplying or selling a controlled substance or other dangerous drug, OAC Rule 4729:1-4-01(B)(2)(m)(ii); and
- f. 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)(n).

DECISION OF THE BOARD

This matter came before the Board pursuant to Section 4729.16 of the Ohio Revised Code and Rule 4729:1-4-01 of the Ohio Administrative Code. The Board has considered the record as a whole, including all admitted Exhibits, Findings of Fact 1 and 2 (inclusive), Conclusions of Law 1 and 2 (inclusive), and the factors listed in Section 9.79(D)(1)(a)-(e) of the Ohio Revised Code, as set forth with particularity in the Notice of Opportunity for Hearing.

The State of Ohio Board of Pharmacy hereby **permanently denies** the Application for a license to practice pharmacy as a pharmacist in the State of Ohio, APP-000596268, submitted by Mario Blount on or about June 2, 2022. Mario Blount may not apply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.

Further, the Board hereby grants the parties' Motion to Redact the Record in this matter, specifically, Respondent's social security number in Respondent's Exhibit A.

Ms. Pfaff moved for Findings of Fact; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

Ms. Pfaff moved for Conclusions of Law; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

Ms. Pfaff moved for Action of the Board; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

12:43 p.m.

The Board recessed for lunch.

1:20 p.m.

The Board returned to public session, and Ms. Defiore-Hyrmer provided the OARRS Report.

- 1:23 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 1:27 p.m.** Ms. Maerten-Moore provided the Legal Report.
- 1:27 p.m.** Executive Director Schierholt provided the Medical Marijuana Report.
- 1:29 p.m.** Ms. Maerten-Moore provided the Licensing Report.
- 1:30 p.m.** Mr. McNamee provided the Legislative Report.
- 1:31 p.m.** Mr. McNamee presented a resolution titled *Faith-Based Volunteer Ambulance Services*.
- R-2024-0227** Mr. Grimm moved that the Board approve the Resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Resolution: Faith-Based Volunteer Ambulance Services

To ensure the safe operation of faith-based volunteer ambulance services, the Board hereby adopts the following resolution:

As used in this resolution, "faith-based volunteer ambulance service" means a faith-based, not-for-profit charitable organization that is exempt from federal taxation pursuant to 26 U.S.C. 501(a) and (c)(3) and uses only unpaid volunteers to provide limited emergency medical services free of charge.

A faith-based volunteer ambulance service may operate within the state of Ohio if it complies with the following:

- 1. The service holds a limited terminal distributor of dangerous drugs for emergency medical services, including meeting the requirements to have a responsible person and medical director.*
- 2. The service utilizes licensed emergency medical personnel to perform emergency services in coordination with a treatment*

protocol issued by the service's medical director who is licensed to practice in Ohio.

- 3. The service shall not utilize controlled substances, but may petition the Board to utilize controlled substances if necessary.*
- 4. The service may provide dangerous drugs to Ohio-licensed emergency medical service volunteers to maintain at a non-licensed location in accordance with OAC 4729:5-3-13 (C) if the service:*
 - a. Maintains a roster of all volunteers that maintain dangerous drugs at a location other than that listed on the service's terminal distributor license.*
 - b. Maintains a list of all drugs provided to volunteers that are maintained at a location other than that listed on the service's terminal distributor license.*
 - c. The dangerous drugs provided are within the scope of the emergency medical service personnel utilized.*
 - d. The service implements a process of, at a minimum, quarterly documented checks to ensure the integrity of the dangerous drugs provided.*
 - e. The licensed emergency medical service personnel who serve as volunteers comply with the requirements of OAC 4729:5-3-13 (C).*
 - f. The licensed emergency medical service personnel who serve as volunteers comply with the applicable record keeping requirements of OAC 4729:5-14-04.*
 - g. Access to medications is restricted to Ohio-licensed emergency medical service professionals and licensed health professionals authorized to administer dangerous drugs.*
- 5. The service complies with all other requirements related to the operation of a terminal distributor of dangerous drugs in accordance with Chapter 4729. and all rules adopted thereunder.*
- 6. Per this resolution, the Board authorizes the Board's Executive Director, including the Director's designee, to work with all faith-based volunteer ambulance services seeking to operate in this state to review and establish policies to achieve compliance with this resolution and all other Board requirements.*

7. *Nothing in this resolution shall prohibit a faith-based volunteer ambulance service from operating as an EMS agency in accordance with Chapter 4729. and all rules adopted thereunder.*

1:36 p.m.

Mr. McNamee presented rule 4729:5-2-05 - *Notification of Accessible Services* to the Board for approval.

R-2024-0228

Ms. Ferris moved that the Board approve rule 4729:5-2-05 - *Notification of Accessible Services* for filing with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.

1:41 p.m.

Mr. McNamee presented rules 4729:5-3-22 - *Continuous Quality Improvement Programs in Pharmacy Services*, 4729:1-4-02 - *Duty to report*, 4729:2-4-02 - *Duty to report*, 4729:3-4-02 - *Duty to report*, 4729:5-4-02 - *Duty to Report*, 4729: 1-4-01 - *Disciplinary Actions* to the Board for Public Comment.

2:04 p.m.

Mr. McNamee presented rules 4729:5-5-02 - *Minimum Standards for the Operation of an Outpatient Pharmacy*, 4729:5-5-02.1 - *Provision of Ancillary Services in an Outpatient Pharmacy*, 4729:5-5-02.2 - *Mandatory Rest Breaks for Pharmacy Personnel*, 4729:5-5-02.3 - *Staffing Requests or Concerns in an Outpatient Pharmacy*, 4729:5-5-02.4 - *Significant Delays in the Provision of Pharmacy Services*, and 4729:5-5-02.5 - *Outpatient Pharmacy Access Points* to the Board for approval.

R-2024-0229

Ms. Ferris moved that the Board approve rules 4729:5-5-02 - *Minimum Standards for the Operation of an Outpatient Pharmacy*, 4729:5-5-02.1 - *Provision of Ancillary Services in an Outpatient Pharmacy*, 4729:5-5-02.2 - *Mandatory Rest Breaks for Pharmacy Personnel*, 4729:5-5-02.3 - *Staffing Requests or Concerns in an Outpatient Pharmacy*, 4729:5-5-02.4 - *Significant Delays in the Provision of Pharmacy Services*, and 4729:5-5-02.5 - *Outpatient Pharmacy Access Points* for filing with CSI. The motion was seconded by Mr. Buchta and approved by the Board: Yes-7, No-0.

2:32 p.m. Ms. Wai presented the Intern/Pharmacist Ratio Request from University of Findlay, Telehealth Center – Findlay, Ohio (License Number 022558400) to the Board for consideration.

R-2024-0230 Mr. Grimm moved that the Board grant University of Findlay, Telehealth Center's Intern/Pharmacist Ratio Request. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

2:37 p.m. Ms. Wai presented a resolution titled *Home Cancer Care - NV*.

R-2024-0231 Mr. Miller moved that the Board approve the Resolution. The motion was seconded by Ms. Ferris and approved by the Board: Yes-6, No-0, Recused-1 (Ms. Pfaff). The following resolution was adopted by the Board:

Hope Cancer Care- NV*

The Board hereby permits Hope Cancer Care located at 6827 W. Tropicana Ave, Ste 110 Las Vegas, NV 89103 (NV# DS00269-DD), under the license of Dr. Raja Mehdi (NV state license#: 12720) to ship this one-time distribution of vinblastine to Zangmeister Cancer Center located at 3100 Plaza Properties Blvd., Columbus, OH 43219 (TDDD# 0272000023) without a terminal distributor of dangerous drug license due to the critical drug shortage needs.

Hope Cancer Care of Nevada is required to apply within 30 days from October 27, 2023 and be licensed as a terminal distributor of dangerous drug with the Board.

2:39 p.m. Ms. Maerten-Moore presented the Pharmacy Technician Trainee Extension Request from Erika Henry – South Euclid, OH (09117843) to the Board for consideration.

R-2024-0232 Mr. Huston moved that the Board grant Erika Henry a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.

- 2:39 p.m.** Ms. Maerten-Moore presented the Pharmacy Technician Trainee Extension Request from Rashida Lutfiyera – Tipp City, OH (09116619) to the Board for consideration.
- R-2024-0233** Mr. Huston moved that the Board grant Rashida Lutfiyera a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 2:39 p.m.** Ms. Maerten-Moore presented the Pharmacy Technician Trainee Extension Request from Shantell Lennox – Euclid, OH (09105353) to the Board for consideration.
- R-2024-0234** Mr. Huston moved that the Board grant Shantell Lennox a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 2:39 p.m.** Ms. Maerten-Moore presented the Pharmacy Technician Trainee Extension Request from Sylvette Reyes Rivera – Cleveland, OH (09117827) to the Board for consideration.
- R-2024-0235** Mr. Huston moved that the Board grant Sylvette Reyes Rivera a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- 2:39 p.m.** Ms. Maerten-Moore presented the Pharmacy Technician Trainee Extension Request from Oliva Allen – Parma, OH (09117949) to the Board for consideration.
- R-2024-0236** Mr. Huston moved that the Board grant Oliva Allen a one (1) year extension. The motion was seconded by Ms. Ferris and approved by the Board: Yes-7, No-0.
- R-2024-0237** Ms. Pfaff moved that the October 10, 2023, Probation Committee Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-7, No-0.
- R-2024-0238** Ms. Pfaff moved that the October 10-11, 2023, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-7, No-0.

R-2024-0239

Ms. Pfaff moved that the October 18, 2023, Conference Call Meeting Minutes be approved as written. The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0, Abstain-1 (Mr. Goodman).

R-2024-0240

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

4:53 p.m.

The Board adjourned for the day.

Tuesday, November 7, 2023

9:02 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, with the following members present:

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

Absent: Rich Miller, RPh and Jason George, RPh (military leave).

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

9:03 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 **CVS Pharmacy #2063, Canton, Ohio.**

4:45 p.m. The Matter of **CVS Pharmacy #2063** was tabled until Wednesday, November 8, 2023.

Wednesday, November 8, 2023

9:02 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, with the following members present:

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

Absent: Rich Miller, RPh and Jason George, RPh (military leave).

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

R-2024-0241

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on May 9, 2023, in the matter of Henry Schein, Inc. (A-2023-0024).

R-2024-0242

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on May 9, 2023, in the matter of Henry Schein, Inc. (A-2023-0025).

R-2024-0243

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on May 9, 2023, in the matter of Henry Schein, Inc. (A-2023-0026).

R-2024-0244

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on April 21, 2023, in the matter of Milon Winovich (A-2022-0220).

R-2024-0245

Ms. Buettner announced the dismissal of the Notice of Opportunity for Hearing issued on May 15, 2023, in the matter of Sherwyn Graves (A-2020-0789).

R-2024-0246

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

**IN THE MATTER OF:
CASE NO. A-2023-0138**

Mallory Mason
License No. 09-301997
316 Hazel St
Girard, OH 44420-2215

**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 Mallory Mason for the purpose of resolving all issues between the parties relating to the Board investigation of working at Genoa Healthcare, located at 4970 Belmont Ave., Youngstown, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Mallory Mason 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 certified technician trainee in the state of Ohio.
2. Mallory Mason is a certified pharmacy technician in the state of Ohio under registration number 09-301997.

FACTS

1. The Board initiated an investigation of Mallory Mason, certified pharmacy technician registration number 09-301997, related to Mallory Mason's working as a pharmacy technician at Genoa Healthcare without maintaining a valid registration as a pharmacy technician.
2. On or about August 28, 2023, the Board sent a Notice of Opportunity for Hearing to Mallory Mason which outlined the allegations and provided notice of the right to a hearing, the rights in such hearing, and the right to submit contentions in writing.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative 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. Mallory Mason neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 28, 2023;

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

3. Mallory Mason agrees to pay to the Board the amount of amount of \$25. 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. The Board hereby imposes a written reprimand on Mallory Mason's technician registration, number 09-301997.
5. Mallory Mason agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Mallory Mason understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Mallory Mason agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. 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. 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.

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

R-2024-0247

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

**IN THE MATTER OF:
CASE NO. A-2021-0353**

Meredith Bailey
License No. 03-324039
1084 Grandview Avenue
Columbus, OH 43212

**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 Meredith Bailey, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation the theft of drugs by an employee and drug security issues at Tremont Pharmacy. Together, the Board and Meredith Bailey 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. Meredith Bailey is a licensed pharmacist in the state of Ohio under license number 03-324039.

3. Meredith Bailey is the Responsible Person and owner of Tremont Pharmacy, located at 2144 Tremont Center, Upper Arlington, Ohio.

FACTS

1. The Board initiated an investigation of Meredith Bailey, pharmacist license number 03-324039, and Tremont Pharmacy, related to the theft of drugs by an employee and drug security issues at Tremont Pharmacy.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Meredith Bailey, 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 November 28, 2022, Meredith Bailey, through counsel Doug Graff, timely requested an administrative hearing, which was scheduled for April 3, 2023. The matter was continued and subsequently scheduled for October 11, 2023.

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. Meredith Bailey neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 4, 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. Meredith Bailey must complete the Responsible Person Roundtable within six months of the date of the execution of this agreement.

Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

4. The Board hereby imposes a written reprimand on Meredith Bailey's pharmacist license, number 03-324039.
5. Meredith Bailey agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Meredith Bailey understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Meredith Bailey agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
8. Meredith Bailey explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2024-0248

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

**IN THE MATTER OF:
CASE NO. A-2021-0354**

Tremont Pharmacy
License No. 02-0529800
c/o Meredith Bailey, RPh
2144 Tremont Center
Upper Arlington, OH 43221

**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 Tremont Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of the theft of drugs by an employee and drug security issues. Together, the Board and Tremont Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Tremont Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0529800.

FACTS

1. The Board initiated an investigation of Tremont Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0529800, related to the theft of drugs by an employee and drug security issues.
2. On or about November 4, 2022, the Board sent a Notice of Opportunity for Hearing to Tremont Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about November 28, 2022, Tremont Pharmacy, through counsel Doug Graff, timely requested an administrative hearing, which was scheduled for April 3, 2023. The matter was continued and subsequently scheduled for October 11, 2023.

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. Tremont Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 4, 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. Tremont Pharmacy 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 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 Tremont Pharmacy's TDDD license, number 02-0529800.

5. Tremont Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Tremont Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Tremont Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Tremont Pharmacy by the Board and will NOT discharge Tremont Pharmacy from any obligation under the terms of this Agreement.
7. Tremont Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Tremont Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Tremont Pharmacy will operate.
10. Tremont Pharmacy explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2024-0249

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

**IN THE MATTER OF:
CASE NO. A-2021-0019**

Southwest General Health Center
License No. 02-0038550
c/o Stacey VanZale Zorska, RPh
18697 E. Bagley Rd.
Middleburg Heights, OH 44130

**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 Southwest General Health Center for the purpose of resolving all issues between the parties relating to the Board investigation of a technician performing sterile compounding without the appropriate Board registration (registered technician instead

of certified technician). Together, the Board and Southwest General Health Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Southwest General Health Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0038550.

FACTS

1. The Board initiated an investigation of Southwest General Health Center, Terminal Distributor of Dangerous Drugs license number 02-0038550, related to a technician performing sterile compounding without the appropriate Board registration (registered technician instead of certified technician).
2. On or about July 24, 2023 the Board sent a Notice of Opportunity for Hearing to Southwest General Health Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about August 3, 2023, Southwest General Health Center, through counsel Susan Scheutzow, timely requested an administrative hearing, which was subsequently scheduled for March 4, 2024.

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. Southwest General Health Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2023 however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Southwest General Health Center agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Southwest General Health Center's TDDD license, number 02-0038550.
5. Southwest General Health Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Southwest General Health Center agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Southwest General Health Center of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Southwest General Health Center by the Board and will NOT discharge Southwest General Health Center from any obligation under the terms of this Agreement.
7. Southwest General Health Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. Southwest General Health Center understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Southwest General Health Center will operate.
10. Southwest General Health Center explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

R-2024-0250

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

**IN THE MATTER OF:
Case No. A-2023-0139**

Genoa Healthcare
License No. 02-32000190
c/o Krystina Hepler, RPh
4970 Belmont Ave. Suite P
Youngstown, OH 44505

**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 Genoa Healthcare for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Genoa Healthcare 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. Genoa Healthcare has an active TDDD license with the Board under license number 02-32000190, which lists Krystina Hepler, RPh, as the Responsible Person.

FACTS

4. The Board initiated an investigation of Genoa Healthcare, TDDD license number 02-32000190, related to an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
5. On or about August 28, 2023, the Board sent a Notice of Opportunity for Hearing to Genoa Healthcare, 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. Genoa Healthcare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 28, 2023, however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Genoa Healthcare agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to Genoa Healthcare's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Genoa Healthcare's TDDD license, number 02-32000190.
5. Genoa Healthcare 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. Genoa Healthcare 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 Genoa Healthcare 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 Genoa Healthcare by the Board and will NOT discharge Genoa Healthcare from any obligation under the terms of this Agreement.

7. Genoa Healthcare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Genoa Healthcare 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 Genoa Healthcare will operate.
10. Genoa Healthcare waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2024-0251

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

**IN THE MATTER OF:
CASE NO. A-2023-0188**

Westgate Family Pharmacy
License No. 02-2235850
c/o Najwa Chaaban-Kassam, Responsible Person
3147 Central Ave.
Toledo, OH 43606

**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 Westgate Family Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without maintaining appropriate registration with the Board. Together, the Board and Westgate Family Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Westgate Family Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2235850.

FACTS

1. The Board initiated an investigation of Westgate Family Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-2235850, related to an employee of Westgate Family Pharmacy performing duties of a pharmacy technician without maintaining appropriate registration with the Board.
2. On or about September 28, 2023, the Board sent a Notice of Opportunity for Hearing to Westgate Family Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Westgate Family Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 28, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Westgate Family Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Westgate Family Pharmacy's TDDD license, number 02-2235850.

5. Westgate Family Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Westgate Family Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Westgate Family Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Westgate Family Pharmacy by the Board and will NOT discharge Westgate Family Pharmacy from any obligation under the terms of this Agreement.
7. Westgate Family Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Westgate Family Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Westgate Family Pharmacy will operate.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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-2024-0252

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

**IN THE MATTER OF:
CASE NO. A-2021-0020**

Diana Gambert
License No. 09-306355
4868 E. 84th St.
Garfield Hts., OH 44125

**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 Diana Gambert for the purpose of resolving all issues between the parties relating to the Board investigation of Diana Gambert's failure to follow IV compounding safety procedures while using the safety system, DoseEdge. Together, the Board and Diana Gambert 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 certified pharmacy technician in the state of Ohio.

2. Diana Gambert is a certified pharmacy technician in the state of Ohio under registration number 09-306355.

FACTS

1. The Board initiated an investigation of Diana Gambert, certified pharmacy technician registration number 09-306355, related to Diana Gambert's failure to follow IV compounding safety procedures while using the safety system, DoseEdge.
2. On or about July 25, 2023, the Board sent a Notice of Opportunity for Hearing to Diana Gambert which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

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. Diana Gambert neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 25, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Diana Gambert agrees to pay to the Board the amount of amount of \$250.00. 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. Diana Gambert must complete an approved continuing pharmacy education course regarding patient safety, which may not also be used for registration renewal or for purposes of obtaining/maintaining registered or certified pharmacy technician certification. The continuing education course 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 Diana Gambert's technician registration, number 09-306355.
6. Diana Gambert agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Diana Gambert understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Diana Gambert agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Diana Gambert explicitly withdraws her request for a hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.

12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0253

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

**IN THE MATTER OF:
CASE No. A-2021-0103**

Wieging Physical Medicine, LLC
License No. 02-2854750
c/o Dr. Donald Fouts
3435 Farm Bank Way
Grove City, OH 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 Wieging Physical Medicine, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of Wieging's purchase of regulated substances from an entity unknown to Wieging to be unlicensed during a time when Wieging's license renewal had inadvertently lapsed. Together, the Board and Wieging Physical Medicine, LLC 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. Wieging Physical Medicine, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2854750.

FACTS

1. The Board initiated an investigation of Wieging Physical Medicine, LLC, Terminal Distributor of Dangerous Drugs license number 02-2854750, related to Wieging Physical Medicine, LLC's purchase of regulated substances from an entity unknown to Wieging to be unlicensed during a time when Wieging's license renewal had inadvertently lapsed.
2. On or about April 28, 2023 the Board sent a Notice of Opportunity for Hearing to Wieging Physical Medicine, LLC, 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. Wieging Physical Medicine, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 28, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Wieging Physical Medicine, LLC agrees to pay to the Board a monetary penalty the amount of \$2,000.00. This fine will be attached to your license record and must be paid no later than 30 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. Wieging Physical Medicine, LLC 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. Wieging Physical Medicine, LLC 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 Wieging Physical Medicine, LLC 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 Wieging Physical Medicine, LLC by the Board and will NOT discharge Wieging Physical Medicine, LLC from any obligation under the terms of this Agreement.
6. Wieging Physical Medicine, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Wieging Physical Medicine, LLC 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 Wieging Physical Medicine, LLC will operate.

9. Wieging Physical Medicine, LLC 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.

R-2024-0254

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

**IN THE MATTER OF:
CASE NO. A-2021-0092**

Cincinnati Children's Hospital Medical Center
License No. 02-2290850
c/o Mark Thomas, RPh
3229 Burnet Avenue
Cincinnati, OH 45229

**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 Cincinnati Children's Hospital Medical Center for the purpose of resolving all issues between the

parties relating to the Board investigation of an error in dispensing. Together, the Board and Cincinnati Children's Hospital Medical Center are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Cincinnati Children's Hospital Medical Center was a licensed Terminal Distributor of Dangerous Drugs under license number 02-2290850.

FACTS

1. The Board initiated an investigation of Cincinnati Children's Hospital Medical Center, Terminal Distributor of Dangerous Drugs license number 02-2290850, related to an error in dispensing that occurred at Cincinnati Children's Hospital Medical.
2. On or about April 5, 2023 the Board sent a Notice of Opportunity for Hearing to Cincinnati Children's Hospital Medical Center, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about April 24, 2023, Cincinnati Children's Hospital Medical Center, through counsel Daniel S. Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for November 6, 2023.

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. Cincinnati Children's Hospital Medical Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 5, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Cincinnati Children's Hospital Medical Center 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 Cincinnati Children's Hospital Medical Center's TDDD license, number 02-2290850.
5. Cincinnati Children's Hospital Medical Center agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Cincinnati Children's Hospital Medical Center agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Cincinnati Children's Hospital Medical Center of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cincinnati Children's Hospital

Medical Center by the Board and will NOT discharge Cincinnati Children's Hospital Medical Center from any obligation under the terms of this Agreement.

7. Cincinnati Children's Hospital Medical Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Cincinnati Children's Hospital Medical Center understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Cincinnati Children's Hospital Medical Center will operate.
10. Cincinnati Children's Hospital Medical Center explicitly withdraws its request for a hearing, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2024-0255

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

**IN THE MATTER OF:
CASE NO. A-2021-0555**

Steve Kaplan
License No. 03-115007
2915 Bridle Path Way
Troy, OH 45373

**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 Steve Kaplan, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of filling a prescription without verifying the prescription with the prescriber. Together, the Board and Steve Kaplan 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. Steve Kaplan is a licensed pharmacist in the state of Ohio under license number 03-115007.

FACTS

1. The Board initiated an investigation of Steve Kaplan, pharmacist license number 03-115007, related to the Board investigation of filling a prescription without verifying the prescription with the prescriber.

2. On or about September 6, 2023, the Board sent a Notice of Opportunity for Hearing to Steve Kaplan, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about September 15, 2023, Steve Kaplan, timely requested an administrative hearing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Steve Kaplan neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 6, 2023; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Steve Kaplan must obtain four hours of approved continuing pharmacy education in Ethics (0.4 CEUs) which may not also be used for license renewal. The 0.4 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.
4. The Board hereby imposes a written reprimand on Steve Kaplan's pharmacist license, number 03-115007.

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

R-2024-0256

After votes were taken in public session, the Board adopted the following order in the Matter of **Manal Shaleh, Miamisburg, Ohio.**

**ORDER OF THE STATE OF OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING THE REPORT &
RECOMMENDATION OF HEARING EXAMINER**
(Case Number A-2022-0271)

IN THE MATTER OF:
Manal Shaleh
2402 King Richard Pkwy
Miamisburg, OH 45342

Pending Registration No. APP-000499354

INTRODUCTION

Manal Saleh (Respondent) submitted an application for registration as a Pharmacy Technician Trainee in the State of Ohio (APP-000499354) on November 18, 2021. The State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Technician Registration on March 24, 2023. Respondent timely requested a hearing, and the Matter of Manal Saleh came for hearing before Hearing Examiner Shantae Decarlow on August 23, 2023. Respondent appeared pro se and the State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via certified mail, return receipt requested, on or about October 2, 2023. A courtesy copy was also issued to Respondent via email that day. The matter subsequently came for consideration by the Board on November 8, 2023, before the following members: Trina Buettner, RPh, Presiding; Mindy Ferris, RPh, Victor Goodman, Esq., Public Member; T.J. Grimm, RPh; Jeff Huston, RPh; Christine Pfaff, RPh; and Anthony Buchta, Sr., RPh.

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

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: the State's

Exhibits, Respondent's Exhibits, the hearing transcript, and Hearing Examiner Decarlow's Report and Recommendation.

DECISION OF THE BOARD

1. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Findings of Fact as set forth in Hearing Examiner Decarlow's Report and Recommendation.
2. Based on a thorough review of the administrative record in this matter, the Board hereby confirms and approves the Conclusions of Law contained in Hearing Examiner Decarlow's Report and Recommendation.
3. Based on a thorough review of the administrative record, and the Findings of Fact (Paragraph 1 above) and Conclusions of Law (Paragraph 2 above) made by the Board in this matter, the Board hereby adopts Hearing Examiner Decarlow's Recommendation and permanently denies Respondent's pharmacy technician trainee license registration.

Ms. Pfaff moved to confirm and approve the Hearing Examiner's Findings of Fact, as described above; Mr. Buchta, seconded the motion. Motion passed (Yes-6/No-0).

Ms. Pfaff moved to confirm and approve the Hearing Examiner's Conclusions of Law, as described above; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

Ms. Pfaff moved to adopt the Hearing Examiner's recommendation, as described above; Mr. Buchta seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2024-0257

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient A.C.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of :
 : **Case No. A-2021-0548**
A.C. :
 : **Patient Registration No.**
Respondent. : [REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

A.C. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about October 10, 2019. The Board issued a Notice of Opportunity for Hearing ("Notice") to Respondent on April 24, 2023, via certified mail, return receipt requested. That mailing was returned to the Board "Unclaimed." On July 12, 2023, the Board sent the Notice by United States Postal Service regular mail with a Certificate of Mailing. This mailing of the Notice on July 12, 2023, was not returned to the Board and service was complete. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on November 6, 2023, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. A written reprimand is imposed on Respondent's Medical Marijuana Patient Registration No. [REDACTED]. Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

TJ Grimm, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Anthony Buchta, Sr., RPh, seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2024-0258

After votes were taken in public session, the Board adopted the following order in the Matter of **Medical Marijuana Patient N.K.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of :
 : **Case No. A-2021-0547**
N.K. :

Respondent. : Patient Registration No.
: [REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

N.K. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about May 26, 2021. The Board issued a Notice of Opportunity for Hearing ("Notice") to Respondent on April 24, 2023, via certified mail, return receipt requested. N.K. received the Notice on May 13, 2023. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on November 6, 2023, under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. A written reprimand is imposed on Respondent's Medical Marijuana Patient Registration No. [REDACTED].
Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

TJ Grimm, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Anthony Buchta, Sr., RPh, seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

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- 9:07 a.m.** The Board took a brief recess.
- 9:13 a.m.** The Board returned to public session and was joined by Assistant Attorney General Henry Appel to continue the adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **CVS Pharmacy #2063, Canton, Ohio.**
- 4:16 p.m.** The Matter of **CVS Pharmacy #2063** was tabled until a future date.
- R-2024-0259** Ms. Ferris moved to adjourn the November 2023 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.
- 4:17 p.m.** The Board Meeting Adjourned.



Trina Buettner, RPh, President

Date: 12/05/2023



Steven W. Schierholt, Executive Director

Date: 12/05/2023