

Minutes of the May 2-4, 2016
Meeting of the Ohio State Board of Pharmacy

Monday, May 2, 2016

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

Kilee S. Yarosh, R.Ph., *President*; Edward T. Cain, *Public Member*; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Eric Griffin, *Director of Compliance and Enforcement*; David Ingram, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; and Cameron McNamee, *Director of Policy and Communications*.

President Yarosh administered the Oath of Office to New Member Jennifer Rudell.

Oath of New Member

I, Jennifer M. Rudell, as a Member of the state of Ohio Board of Pharmacy do solemnly swear to uphold the Constitution of the United States and the state of Ohio; to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the state of Ohio; and carry out the responsibilities of the Board as mandated by the laws of the state of Ohio without bias or prejudice, so help me God.

President Yarosh administered the Oath of Office to New Member Joshua Cox.

Oath of New Member

I, Joshua M. Cox, as a Member of the state of Ohio Board of Pharmacy do solemnly swear to uphold the Constitution of the United States and the state of Ohio; to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the state of Ohio; and carry out the responsibilities of the Board as mandated by the laws of the state of Ohio without bias or prejudice, so help me God.

10:02 a.m. The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Cynthia Yu, R.Ph.**, Kettering, Ohio.

11:25 a.m. The hearing ended and the record was closed.

Mr. Weaver moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al.* (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – yes; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

12:09 p.m. The recess ended and the hearing was opened to the public.

R-2016-275 After votes were taken in public session, the Board adopted the following order in the matter of **Cynthia Yu, R.Ph.**, Kettering, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2015-1877)

In The Matter of:

Cynthia Yu, R.Ph.

453 Rolling Timber Trail
Kettering, Ohio 45429
(R.Ph. No. 03-1-27791)

INTRODUCTION

The Matter of Cynthia Yu came for hearing on May 2, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Cynthia Yu was represented by Christopher Connor. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Cynthia Yu, Respondent
2. Ken Hoffman, Kroger Pharmacy Coordinator
3. Jesse Wimberly, State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Cynthia Yu, Respondent

State's Exhibits:

1. Notice of Opportunity for Hearing

10-30-2015

- | | | |
|-----|----------------------------------|------------|
| 2. | Request for Hearing | 11-12-2015 |
| 3. | Notice of Hearing | 11-12-2015 |
| 4. | Alcohol Testing Form and Results | 10-23-2015 |
| 5. | Statement of Cynthia Yu | 10-26-2015 |
| 6. | Statement of William Berry | 10-26-2015 |
| 7. | Statement of Ken Hoffman | 10-26-2015 |
| 8. | Statement of Jessi Garvey | 10-26-2015 |
| 9. | Statement of Kimberly Howard | 10-26-2015 |
| 10. | Statement of Chris Stringfield | 10-26-2015 |

Respondent's Exhibits:

- | | | |
|----|---|------------|
| A. | PRO Contract | 01-06-2016 |
| B. | Glenbeigh: Completion Statement, Progress Reports, Assessments, and Discharge | 12-28-2016 |
| C. | Linder Center of Hope: Completion of Intensive Outpatient | Various |
| D. | Meeting Attendance Sheets | Various |
| E. | Urine Screens | Various |
| F. | Physician Acknowledgements of Dr. Michael Welker | 03-06-2016 |
| G. | Additional Statements from Treating Sources | Various |
| H. | Letters of Support | Various |

FINDINGS OF FACT

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

1. Cynthia Yu engaged in conduct that provides clear and convincing evidence that continuation of her professional practice presents a danger of immediate and serious harm to others as set forth in Section 3719.121(B) of the O.R.C., to wit:
 - a. On or about October 23, 2015, an Agent of the Board received a call that an impaired pharmacist was removed from duty after rambling and appearing distraught in the pharmacy area.
 - b. On or about October 23, 2015, Cynthia Yu was taken to Urgent Care for a drug screen and submitted to a breath test. The first breath sample she provided registered at .112, a result over the legal limit of .08. The second breath sample she provided registered at .110, a result over the legal limit of .08.
 - c. During an interview with an Agent on October 26, 2015, Cynthia Yu confirmed that she consumed a large amount of vodka the previous evening until 3am that morning when she went to sleep. Cynthia Yu confirmed that she drove and arrived to work at 8am to work her scheduled shift.

d. During the interview, Cynthia Yu admitted to the Agent that she was intoxicated while on duty. She also admitted that she abused alcohol and that she used it to remove the pain from a leg injury.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs(1)(a) through (d) of the Findings of Fact constitutes the following violations of the O.R.C.:

a. Guilty of unprofessional conduct in the practice of pharmacy, O.R.C. 4729.16(A)(2); and/or

b. Addicted to abusing liquor or drugs or impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, O.R.C. 4729.16(A)(3); and

c. Guilty of willfully violating any of provisions of this chapter, sections 3715.52 to 3715.72 of Revised Code, Chapter 2925. Or 3719. of the Revised Code, or any rule adopted by the board under those provisions, O.R.C. 4729.16(A)(5)

2. Such conduct as set forth in paragraphs (1)(a) through (d) of the Findings of Fact constitutes the following violations of the Ohio Administrative Code (O.A.C.):

a. Not being of good moral character and habits, O.A.C. Rule 4729-5-04(C); and/or

b. Being addicted to or abusing liquor or drugs, O.A.C. Rule 4729-5-04 (D).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State of Ohio Board of Pharmacy hereby removes the Summary Suspension Order issued to Cynthia Yu on October 30, 2015.

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 identification card, No. 03-1-27791, held by Cynthia Yu and such suspension is effective as of the date of the mailing of this Order.

1. Cynthia Yu, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs during such period of suspension.

2. Cynthia Yu, pursuant to Section 4729.16(B) of the Ohio Revised Code, must return her identification card and license (wall certificate) to the office of the State Board of Pharmacy within ten days after receipt of this Order unless the Board office is already in possession of both. The identification card and wall certificate should be sent by certified mail, return receipt requested.

Further, after 1 year from the effective date of this Order, the Board will consider any petition filed by Cynthia Yu 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. Cynthia Yu must maintain a current address with the Board throughout the duration of the suspension.
2. Cynthia Yu must enter into a **new** contract, signed within thirty days after the effective date of this Order, with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider or a limited approved treatment provider acceptable to the Board for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. The contract must provide that:
 - a. **Random, observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
 - e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Cynthia Yu in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - f. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - g. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - h. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.

3. Cynthia Yu 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 Cynthia Yu reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Cynthia Yu 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 Cynthia Yu reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Cynthia Yu 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 Cynthia Yu to possible additional sanctions, including and up to revocation of license.
6. Cynthia Yu 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. Cynthia Yu must provide, in the reinstatement petition, documentation of the following:
 - a. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - b. Compliance with the continuing pharmacy education requirements set forth in Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within **three years** of the effective date of this Order, Cynthia Yu must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) or an equivalent examination approved by the Board.
9. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
10. Violation of any term of suspension, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider may result

in additional action before the Board up to and including revocation of your pharmacy license.

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

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

Mr. Moné moved for Findings of Fact; Mr. Passafume seconded the motion. Motion passed (Aye-8/Nay-0).

Ms. Marchal moved for Conclusions of Law; Mr. Wilt seconded the motion. Motion passed (Aye-8/Nay-0).

Mr. Wilt moved for Action of the Board; Ms. Marchal seconded the motion. Motion passed (Aye-6/Nay-2).

SO ORDERED.

12:14 p.m. The Board recessed for lunch.

1:40 p.m. The meeting reconvened in Room South B&C.

Mr. Passafume provided the CPG report.

Ms. Marchal provided the PAPC report.

Mr. Griffin provided the Compliance and Enforcement update.

Mr. Garner provided the OARRS update.

Ms. Dehner provided the Legal update.

Mr. McNamee provided the Legislative update.

R-2016-276 Mr. Moné moved that Board adopt the following resolution.

Terminal Distributor's License for Prescribers Compounding Dangerous Drugs

The Board has recently been informed by a number of prescribers that they were unaware of the need to obtain a terminal distributor of dangerous drugs license if they were compounding on-site or ordering compounded drugs to their offices (ORC 4729.541). This requirement impacts all prescriber practices that were previously exempted from licensure, including those who are engaged in a form of compounding commonly referred to as reconstitution (which can include vaccines).

So as to not disrupt patient care, the Board is using its authority under section 4729.25 of the Ohio Revised Code to grant an extension to all prescribers that are performing drug compounding (including reconstitution) or ordering compounded drugs to their offices from the requirement to obtain a terminal distributor of dangerous drugs license. This extension is hereby valid until September 1, 2016.

The Board expects all prescriber offices that are required to obtain licensure to do so by September 1, 2016. This extension does not apply to prescriber offices or other sites that must be licensed as a terminal distributor of dangerous drugs for any other purpose.

Prescriber offices are also expected to adhere to all Pharmacy Board compounding regulations, including [4729-16-04](#) (for non-hazardous compounding) and [4729-16-11](#) (for hazardous drug compounding).

The motion was seconded by Mr. Cain and approved by the Board: Aye –8.

R-2016-277 Mr. Moné moved that Rule 4729-11-02 be approved for filing as amended to adopt U-47700 as a Schedule I Controlled Substance. The motion was seconded by Mr. Wilt and approved by the Board: Aye –8.

R-2016-278 Ms. Marchal moved that Rules 4729-9-11, 4729-29-02 and 4729-9-10 be approved for filing, as amended, with JCARR. The motion was seconded by Mr. Passafume and approved by the Board: Aye –8.

R-2016-279 Mr. Weaver moved that Board rescind Rule 4729-9-09 and approve Rules 4729-16-01, 4729-16-04 and 4729-9-28 for filing, as amended, with CSI and JCARR. The motion was seconded by Mr. Cox and approved by the Board: Aye –8.

R-2016-280 The Board received an application for the Continuing Education Provider Status of **Kelly McGrain, R.Ph.** (03-3-31119) Portage, Ohio. Mr. Cox moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 8.

2:20 p.m. The Board recessed briefly.

2:25 p.m. The meeting reconvened in Room South B&C.

Dr. Bryan Coehrs, *ProMedica Pharmacy*, gave a presentation to the Board regarding the ScriptCenter prescription pick up kiosk at ProMedica Pharmacy Counter at Toledo, Ohio.

2:47 p.m. The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Gregory Krall, R.Ph.**, Mansfield, Ohio.

3:07 p.m. The hearing ended and the record was closed.

Mr. Passafume moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al.* (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – yes; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

3:27 p.m. The recess ended and the hearing was opened to the public.

R-2016-281 After votes were taken in public session, the Board adopted the following order in the matter of **Gregory Krall, R.Ph.**, Mansfield, Ohio.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2015-1047)

In The Matter Of:

Gregory Krall, R.Ph.

810 Sautter Drive
Mansfield, Ohio 44904
(R.Ph. No. 03-3-16776)

INTRODUCTION

The Matter of Gregory Krall came for hearing on May 2, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

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

SUMMARY OF EVIDENCE

State's Witnesses:

1. Paul Schad, State of Ohio Board of Pharmacy

Respondent's Witnesses:

None

State's Exhibits:

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| 1. | Notice of Opportunity for Hearing | 12-15-2015 |
| 2. | Inspection Report | 02-10-2015 |
| 3. | Statement of Gregory Krall | 02-10-2015 |
| 4. | Complaint | 01-19-2015 |
| 5. | AHFS Drug Information-Loratadine | 04-14-2016 |
| 6. | AHFS Drug Information-Hydrocodone Bitartrate | 04-14-2016 |

Respondent's Exhibits:

None

FINDINGS OF FACT

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

1. On or about January 1, 2015, Gregory Krall misbranded a drug within the meaning of ORC 3715.64, to wit: when he received a prescription for loratadine 5mg/ 5ml solution under prescription number 508322 but dispensed Loratab 10mg -300mg/15ml elixir which was not specifically prescribed by the physician. Such conduct falls below the acceptable and prevailing methods for standard of care.
 - a. The patient, B.O., suffered harm after ingesting five (5) to six (6) doses of the incorrect medication. The patient experienced vomiting, stomach pain and constipation after ingesting the incorrect medication.
 - b. During an interview with the Board's Compliance Specialist, Gregory Krall admitted that he was the only pharmacist on duty that day and he made the error by failing to verify the contents of the prescription bottle.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1), (1)(a) and (1)(b) of the Findings of Fact constitutes a violation of Section 3715.52(A)(1) of the Ohio Revised Code (ORC), sale or delivery of an adulterated or misbranded drug.
2. Similarly, such conduct as set forth in paragraphs (1), (1)(a) and (1)(b) of the Findings of Fact constitutes a violation of Section 3715.64(A)(1) of the ORC, label is false or misleading.

3. Such conduct as set forth in paragraphs (1), (1)(a) and (1)(b) of the Findings of Fact constitutes a violation of Section 3715.64(A)(10)(d) of the ORC, drug sold or dispensed is no the brand or drug prescribed.

4. Additionally, such conduct as set forth in paragraphs (1), (1)(a) and (1)(b) of the Findings of Fact constitutes a violation of the following Section of the ORC: being guilty of unprofessional conduct in the practice of pharmacy, ORC Section 4729.16(A)(2).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby imposes a monetary penalty of \$500 on Gregory Krall and payment in full is due no later than thirty days from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

Gregory Krall is required to attend one of the State of Ohio Board of Pharmacy's Roundtables (please visit pharmacy.ohio.gov/licensing/CE for meeting dates and locations) within one year from the effective date of this Order.

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

Mr. Passafume moved for Findings of Fact; Ms. Marchal seconded the motion. Motion passed (Aye-8/Nay-0).

Mr. Weaver moved for Conclusions of Law; Mr. Wilt seconded the motion. Motion passed (Aye-8/Nay-0).

Mr. Passafume moved for Action of the Board; Mr. Moné seconded the motion. Motion passed (Aye-8/Nay-0).

SO ORDERED.

R-2016-282 Ms. Yarosh announced that the citation issued to **Fady Elassal, R.Ph.**, Beavercreek, Ohio is dismissed.

R-2016-283 Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:
CASE NO. 2012-1204**

Fadi Smiley, R.Ph.
5544 Middle Falls Street
Dublin, Ohio 43016
License No. 03-1-27510

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

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

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in intern in the state of Ohio.
2. Fadi Smiley is a licensed pharmacist under license number 03-1-27510, which license is currently suspended under Docket Number D-121001-267, in case number 2012-1204.

FACTS

1. On or about April 16, 2012, the OSBP initiated an investigation of Fadi Smiley, pharmacist license number 03-1-27510, related to Fadi Smiley's theft of drugs.
2. On or about October 1, 2012, the OSBP sent a Notice of Opportunity for Hearing to Fadi Smiley, 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 August 6, 2013, Fadi Smiley and the OSBP entered into a Settlement Agreement which outlined mandatory terms to be completed in order for the Board to consider reinstatement of Fadi Smiley's pharmacist license.

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. **FADI SMILEY PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-1-27510.**
 3. **Fadi Smiley agrees to never reapply for any license over which the State of Ohio Board of Pharmacy has jurisdiction.**
 4. Fadi Smiley agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 5. Fadi Smiley understands that he has the right to be represented by counsel for review and execution of this agreement.
 6. Fadi Smiley agrees and acknowledges that the initial OSBP disciplinary action, taken under Case Number 2012-1204, must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license.
 7. 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.
 8. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 9. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2016-284

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

**IN THE MATTER OF:
CASE NO. 2014-1220**

Bruce Franken, R.Ph.
2385 Brian Lane
Hermitage, PA 16148
License No. 03-2-15485

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Bruce Franken, for the purpose of resolving all issues between the parties relating to the OSBP investigation of *United States v. Franken*. Together, OSBP and Bruce Franken are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Bruce Franken is a licensed pharmacist under license number 03-2-15485.

FACTS

1. On or about February 27, 2014, the OSBP initiated an investigation of Bruce Franken, pharmacist license number 03-2-15485, related to Bruce Franken's guilty plea to one count of Health Care Fraud, *United States v. Franken*.
2. On or about May 30, 2014, the OSBP sent a Notice of Opportunity for Hearing to Bruce Franken, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Bruce Franken neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 30, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **BRUCE FRANKEN PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-2-15485.**
4. **Bruce Franken agrees to immediately return his license and wall certificate to the OSBP.**
5. **Bruce Franken may never reapply for any license issued by the State of Ohio Board of Pharmacy pursuant to Chapters 3719. and 4729. of the Revised Code.**

6. Bruce Franken agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Bruce Franken understands that he has the right to be represented by counsel for review and execution of this agreement.
 8. Bruce Franken agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2016-285

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

**IN THE MATTER OF:
CASE NO. 2015-1969**

Khaleel Ahmed, R.Ph.
299 Iowa Court
Beavercreek, Ohio 45431
License No. 03-3-27006

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Khaleel Ahmed, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the misbranding of a prescription for patient P.H. Together, OSBP and Khaleel Ahmed are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew

any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Khaleel Ahmed is a licensed pharmacist under license number 03-3-27006.

FACTS

1. On or about November 19, 2015, the OSBP initiated an investigation of Khaleel Ahmed, pharmacist license number 03-3-27006, related to Khaleel Ahmed's misbranding of a prescription for patient P.H.
2. On or about April 12, 2016, the OSBP sent a Notice of Opportunity for Hearing to Khaleel Ahmed, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Khaleel Ahmed neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 12, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Khaleel Ahmed agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Khaleel Ahmed must obtain, within 90 days from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs) in medication errors, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov within 90 days from the effective date of this Agreement.
5. Khaleel Ahmed agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Khaleel Ahmed understands that he has the right to be represented by counsel for review and execution of this agreement.

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

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

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

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

R-2016-286

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

**IN THE MATTER OF:
CASE NO. 2015-1958**

Christopher Runyeon
1168 Quiet Brook Trail
Dayton, Ohio 45458
License No. 03-1-27411

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Christopher Runyeon, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Christopher Runyeon creating and filing a false refill prescription for himself without authorization from the physician. Together, OSBP and Christopher Runyeon are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Christopher Runyeon is a licensed pharmacist under license number 03-1-27411.

FACTS

1. On or about November 13, 2015, the OSBP initiated an investigation of Christopher Runyeon, pharmacist license number 03-1-27411, related to Christopher Runyeon creating and filing a false prescription for himself without authorization from the physician.
2. On or about April 11, 2016, the OSBP sent a Notice of Opportunity for Hearing to Christopher Runyeon, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Christopher Runyeon neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 11, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Christopher Runyeon agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Christopher Runyeon must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in patient safety, law or ethics, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov within 90 days of the effective date of this Agreement.
5. Christopher Runyeon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Christopher Runyeon understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Christopher Runyeon agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.

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

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

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

R-2016-287

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

**IN THE MATTER OF:
CASE NO. 2015-2017**

Ronald Craycraft
218 W. Greene Street
Piqua, Ohio 45356
License No. 03-2-11390

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Ronald Craycraft, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the misbranding of RX#595178. Together, OSBP and Ronald Craycraft are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Ronald Craycraft is a licensed pharmacist under license number 03-2-11390.

FACTS

1. On or about December 7, 2015, the OSBP initiated an investigation of Ronald Craycraft, pharmacist license number 03-2-11390, related to Ronald Craycraft's misbranding of prescription number 595178.
2. On or about April 11, 2016, the OSBP sent a Notice of Opportunity for Hearing to Ronald Craycraft, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
 2. Ronald Craycraft neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 11, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
 3. Ronald Craycraft agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. Ronald Craycraft must obtain, within 90 days from the effective date of this Agreement, 3 hours of approved continuing pharmacy education (0.3 CEUs) in medication errors, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
 5. Ronald Craycraft agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Ronald Craycraft understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Ronald Craycraft agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 8. 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.
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R-2016-288 Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:
CASE NO. 2013-1545**

**Hughes Pharmacy
c/o John Pipemeier, R.Ph.
302 Main Street
Hamilton, Ohio 45013
License No. 02-0163500**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Hughes Pharmacy, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the failure to furnish satisfactory proof to the Board that adequate safeguards are in place to allow pharmacists and pharmacy interns to practice safely. Together, OSBP and Hughes Pharmacy are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Hughes Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0163500.

FACTS

1. On or about October 9, 2014, the OSBP initiated an investigation of Hughes Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-0163500, related to Hughes Pharmacy’s failure to furnish satisfactory proof to the Board that adequate safeguards are in place to allow pharmacists and pharmacy interns to practice safely.
2. On or about September 11, 2015 the OSBP sent a Notice of Opportunity for Hearing to Hughes Pharmacy, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about October 8, 2015, Hughes Pharmacy timely requested an administrative hearing, which was subsequently scheduled for February 3, 2016.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Hughes Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 11, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Hughes Pharmacy agrees to pay to the OSBP the amount of \$5,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. John Pipemeier must obtain, within 90 days from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov
5. John Pipemeier agrees that he will never serve as the Responsible Person at Hughes Pharmacy.
6. Hughes Pharmacy and John Pipemeier agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
7. Hughes 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 Hughes 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 Hughes Pharmacy by the OSBP and will NOT discharge Hughes Pharmacy from any obligation under the terms of this Agreement.
8. Hughes Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

9. Hughes Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.

10. 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 **Hughes Pharmacy** will operate.

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

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

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

R-2016-289 Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:
CASE NO. 2015-1176**

Licking County Animal Shelter
c/o David Shellhouse
c/o John Silva
544 Dog Leg Road
Heath, Ohio 43056
License No. 02-0979150

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Licking County Animal Shelter, for the purpose of resolving all issues between the parties relating to the OSBP investigation of the euthanization of animals with expired drugs. Together, OSBP and Licking County Animal Shelter are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.

2. Licking County Animal Shelter is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0979150.

FACTS

1. On or about February 25, 2015, the OSBP initiated an investigation of Licking County Animal Shelter, Terminal Distributor of Dangerous Drugs license number 02-0979150, related to Licking County Animal Shelter's euthanization of animals with expired drugs.
2. On or about January 27, 2016, the OSBP sent a Notice of Opportunity for Hearing to Licking County Animal Shelter, which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about February 5, 2016, Licking County Animal Shelter timely requested an administrative hearing, which was subsequently scheduled for June 7, 2016.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Licking County Animal Shelter neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 27, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. **LICKING COUNTY ANIMAL SHELTER PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY TERMINAL DISTRIBUTOR LICENSE NO. 02-0979150, INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS, WITH DISCIPLINARY ACTION PENDING.**
4. Licking County Animal Shelter and David Shellhouse agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Licking County Animal Shelter currently holds a professional license.
5. Licking County Animal Shelter agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

6. Licking County Animal Shelter understands that it has the right to be represented by counsel for review and execution of this agreement.
 7. 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 Licking County Animal Shelter will operate.
 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.
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R-2016-290 Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:
CASE NO. 2016-1315**

Kathleen Hennessey, R.Ph.
20274 East Donegal Lane
Strongsville, Ohio 44149
License No. 03-3-18449

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Kathleen Hennessey for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Kathleen Hennessey for continuing education units. Together, OSBP and Kathleen Hennessey are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Kathleen Hennessey is a licensed pharmacist under license number 03-3-18449.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Kathleen Hennessey, pharmacist license number 03-3-18449. The audit showed she failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Kathleen Hennessey, which she returned the notarized form indicating that she has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Kathleen Hennessey, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Kathleen Hennessey neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Kathleen Hennessey.
4. Kathleen Hennessey agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Kathleen Hennessey must obtain 100 hours of approved continuing pharmacy education (10.0 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. The 7 hours of continuing pharmacy education that were proactively completed by Kathleen Hennessey, after the Request for Evidence of Completion of Continuing Education letter was mailed, do not count towards the continuing pharmacy education requirements in term #5.

7. Kathleen Hennessey agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 8. Kathleen Hennessey understands that she has the right to be represented by counsel for review and execution of this agreement.
 9. Kathleen Hennessey agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 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.
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R-2016-291

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

**IN THE MATTER OF:
CASE NO. 2016-1318**

Gregory Kurtz, R.Ph.
5403 Olde Post Road
Sylvania, Ohio 43560
License No. 03-3-17260

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Gregory Kurtz for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Gregory Kurtz for continuing education units. Together, OSBP and Gregory Kurtz are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.

2. Gregory Kurtz is a licensed pharmacist under license number 03-3-17260.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Gregory Kurtz, pharmacist license number 03-3-17260. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Gregory Kurtz, which he returned the notarized form indicating that he has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Gregory Kurtz, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Gregory Kurtz neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Gregory Kurtz.
4. Gregory Kurtz agrees to pay to the OSBP the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Gregory Kurtz must obtain 33 hours of approved continuing pharmacy education (3.3 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.
6. Gregory Kurtz agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Gregory Kurtz understands that he has the right to be represented by counsel for review and execution of this agreement.
 8. Gregory Kurtz agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2016-292

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

**IN THE MATTER OF:
CASE NO. 2014-1830**

**Pike Co.
Db a Pike County EMS
c/o Alice Frazier, D.O.
P.O. Box 429
Piketon, Ohio 45661
License No. 02-0685950**

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Pike Co., for the purpose of resolving all issues between the parties relating to the OSBP investigation of the security and storage of dangerous drugs. Together, OSBP and Pike Co. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.

2. Pike Co. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0685950.

FACTS

1. On or about August 26, 2014, the OSBP initiated an investigation of Pike Co., Terminal Distributor of Dangerous Drugs license number 02-0685950, related to Pike Co.'s security and storage of dangerous drugs.
2. On or about September 30, 2015, the OSBP sent a Notice of Opportunity for Hearing to Pike Co., which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about October 14, 2015, Pike Co. timely requested an administrative hearing, which was subsequently scheduled for March 1, 2016.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Pike Co. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 30, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Pike Co. must respond to the Warning Notice, also known as a "Pink Sheet," it was issued on September 4, 2014, within 30 days of the effective date of this agreement.
4. Pike Co. will be subject to an inspection by OSBP within 30 days of the effective date of this agreement.
5. Pike Co. agrees to pay a monetary penalty to the OSBP in the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126. However, upon satisfactory response to the Warning Notice as set forth in term three, and upon satisfactory inspection by the OSBP as set forth in term 4, the \$750.00 monetary penalty will be waived by the OSBP. In the event the Warning Notice Response and/or inspection are not satisfactory, payment will be due no later than 30 days from the date of notice of the unsatisfactory response and/or inspection.

6. Pike Co. and Alice Frazier agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Pike Co. currently holds a professional license, including the OSBP on renewal applications or applications for a new license.

7. Pike Co. 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 Pike Co. 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 Pike Co. by the OSBP and will NOT discharge Pike Co. from any obligation under the terms of this Agreement.

8. Pike Co. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

9. Pike Co. understands that it has the right to be represented by counsel for review and execution of this agreement.

10. 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 Pike Co. will operate.

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

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

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

R-2016-293

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

**IN THE MATTER OF:
CASE NO. 2015-1885**

Krista Bolton
541 Jumper Road
Delaware, Ohio 43015

License No. 03-3-28989

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Krista Bolton for the purpose of resolving all issues between the parties relating to the investigation by OSBP of practicing pharmacy without a valid license. Together, OSBP and Krista Bolton are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Krista Bolton is a licensed pharmacist in the state of Ohio under license number 03-3-28989.

FACTS

1. The OSBP records indicate that Krista Bolton's pharmacist license expired on September 15, 2015, and she did not renew her license until October 7, 2015.
2. On or about October 15, 2015, the OSBP sent a letter to Krista Bolton inquiring if she engaged in the practice of pharmacy with a lapsed license. She returned the notarized form indicating that she did engage in the practice of pharmacy with a lapsed license from September 15, 2015 through October 7, 2015.
3. On or about January 14, 2016, the OSBP sent a Notice of Opportunity for Hearing to Krista Bolton, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Krista Bolton neither admits nor denies the allegations stated in the Amended Notice of Opportunity for Hearing dated January 14, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Krista Bolton agrees to pay to the OSBP the amount of \$750.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
 4. Krista Bolton must obtain, within 90 days from the effective date of this agreement, 3 hours of approved continuing pharmacy education (0.3 CEU's), which may not also be used for license renewal.
 5. Krista Bolton agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Krista Bolton understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Krista Bolton agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 8. 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.
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R-2016-294

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

**IN THE MATTER OF:
CASE NO. 2016-1317**

Ryan Leeper, R.Ph.
2600 Fox Lake Road
Wooster, Ohio 44691
License No. 03-3-28607

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Ryan Leeper for the purpose of resolving all issues between the parties relating to the audit conducted by OSBP of Ryan Leeper for continuing education units. Together, OSBP and Ryan Leeper are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Ryan Leeper is a licensed pharmacist under license number 03-3-28607.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Ryan Leeper, pharmacist license number 03-3-28607. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Ryan Leeper, which he returned the notarized form indicating that he has not completed the required continuing education units.
3. On or about March 21, 2016, the OSBP sent a Notice of Opportunity for Hearing to Ryan Leeper, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Ryan Leeper neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 21, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Ryan Leeper.
4. Ryan Leeper agrees to pay to the OSBP the amount of \$250.00, by means of a cashier’s check made payable to “Treasurer, State of Ohio,” mailed with the enclosed form

to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Ryan Leeper must obtain 18 hours of approved continuing pharmacy education (1.8 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.

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

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

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

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

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

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

R-2016-295

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

**IN THE MATTER OF:
CASE NO. 2016-1404**

Arko Andoh, R.Ph.
5166 Elm Leaf Trail
Hamilton, Ohio 45011
License No. 03-3-25610

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

This Settlement Agreement (Agreement) is entered into by the Ohio State Board of Pharmacy (OSBP) and Arko Andoh for the purpose of resolving all issues between the

parties relating to the audit conducted by OSBP of Arko Andoh for continuing education units. Together, OSBP and Arko Andoh are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Arko Andoh is a licensed pharmacist under license number 03-3-25610.

FACTS

1. The OSBP initiated an audit of continuing education units completed by Arko Andoh, pharmacist license number 03-3-25610. The audit showed he failed to complete the required hours.
2. On or about February 8, 2016, the OSBP sent a Request for Evidence of Completion of Continuing Education letter to Arko Andoh, which outlined the allegations and provided a form to submit evidence of completion. Arko Andoh returned the notarized form indicating that he has not completed the required continuing education units.

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. Arko Andoh neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 15, 2016; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Arko Andoh.
4. Arko Andoh agrees to pay to the OSBP the amount of \$250.00, by means of a cashier’s check made payable to “Treasurer, State of Ohio,” mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Arko Andoh must obtain thirty-six hours of approved continuing pharmacy education (3.6 CEUs), which may not also be used for license renewal. These units must be completed no later than 90 days from the effective date of this Agreement.

6. Arko Andoh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Arko Andoh understands that he has the right to be represented by counsel for review and execution of this agreement.
 8. Arko Andoh agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
 9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
-

R-2016-296

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

**IN THE MATTER OF:
CASE NO. 2015-1334**

Genco I, Inc.
100 Papercraft Park
Pittsburgh, PA 15238
License No. 01-2490200

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

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (OSBP) and Genco I, Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of Genco I, Inc. incorrectly answering "No" to the legal question on their WDDD application. Together, OSBP and Genco I, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.56 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Genco I, Inc. is a licensed Wholesale Distributor of Dangerous Drugs under license number 01-2490200.

FACTS

1. On or about April 4, 2015, the OSBP initiated an investigation of Genco I, Inc., Wholesale Distributor of Dangerous Drugs license number 01-2490200, related to Genco I, Inc. incorrectly answering "No" to the legal question on their WDDD application.
2. On or about November 9, 2015, the OSBP sent a Notice of Opportunity for Hearing to Genco I, Inc., which outlined the allegations and provided notice of their right to a hearing, their rights in such hearing, and their right to submit contentions in writing.
3. On or about December 8, 2015, Genco I, Inc. timely requested an administrative hearing, which was subsequently scheduled for May 3, 2016.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Genco I, Inc. denies the allegations stated in the Notice of Opportunity for hearing letter dated November 9, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Genco I, Inc. agrees to pay to the OSBP the amount of \$2,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Genco I, Inc. must submit a corrected application and pay the application fee.
5. Genco I, Inc. agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, as required by law, including the OSBP on renewal applications or applications for a new license.

6. Genco I, Inc. agrees to comply with all federal and state requirements related to Wholesale 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 Genco I, Inc. of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Genco I, Inc. by the OSBP and will NOT discharge Genco I, Inc. from any obligation under the terms of this Agreement.

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

8. Genco I, Inc. understands that they have 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 Genco I, Inc. will operate.

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

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

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

3:32 p.m.

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

5:15 p.m.

The meeting reconvened in Room South B&C.

The Board recessed for the day.

Tuesday, May 3, 2016

9:07 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Edward T. Cain, *Public Member*; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **X-Gen Pharmaceuticals, Inc.**, Horseheads, New York.

9:47 a.m. The hearing ended and the record was closed.

Ms. Marchal moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al.* (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Passafume and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – recused; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

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

R-2016-297 After votes were taken in public session, the Board adopted the following order in the matter of **X-Gen Pharmaceuticals, Inc.**, Horseheads, New York.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2013-1974)

In The Matter Of:

X-Gen Pharmaceuticals, Inc.

300 Daniel Zenker Drive

Horseheads, NY 14845

(WDDD License No. 01-2037200)

INTRODUCTION

The Matter of X-Gen Pharmaceuticals, Inc. came for hearing on May 3, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding); Edward T. Cain, Public Member; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Michael A. Moné, R.Ph.; Recused.

X-Gen Pharmaceuticals, Inc. was represented by Alex Hirschfield. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. James Amend, State of Ohio Board of Pharmacy

Respondent's Witnesses:

None

State's Exhibits:

- | | | |
|-----|--|------------|
| 1. | Notice of Opportunity for Hearing | 06-25-2014 |
| 2. | Request for Hearing | 07-11-2014 |
| 3. | Notice of Hearing | Various |
| 4. | Credential View Screen | 03-30-2016 |
| 5. | Application for Wholesale Distributor of Dangerous Drugs | 07-08-2009 |
| 6. | Notice of Maryland Discipline | 10-24-2013 |
| 7. | 2012 Renewal Application | 05-11-2012 |
| 8. | 2013 Renewal Application | 05-16-2013 |
| 9. | Maine Discipline | 07-13-2011 |
| 10. | Illinois Discipline | 11-29-2011 |
| 11. | Montana Discipline | 02-07-2012 |
| 12. | Colorado Discipline | 02-05-2009 |
| 13. | Unlicensed Sales Date | 01-16-2014 |

Respondent's Exhibits:

- | | | |
|----|--|------------|
| A. | List of States Currently Licensed | No Date |
| B. | State Licensing Exemptions Letter | No Date |
| C. | Statement of Richard C. Park. | 08-04-2014 |
| D. | Statement of Jennifer Schneider | 10-31-2014 |
| E. | Injections Supplied by X-Gen Pharmaceuticals, Inc. | No Date |
| F. | Notice of Disciplinary Action | 12-05-2011 |
| G. | Notice of Disciplinary Action | 04-30-2012 |
| H. | Self-Report of Complaint #20140764 | 06-17-2014 |

FINDINGS OF FACT

The State of Ohio and respondent, by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

1. Records of the Board of Pharmacy indicated that Richard Park was the president and responsible person at X-Gen Pharmaceuticals, Inc.; Ohio Wholesale

Distributor of Dangerous Drugs License No. 01-2037200, pursuant to Sections 4729. of the Ohio Revised Code within the meaning of Section 4729.56 of the Ohio Revised Code. X-Gen Pharmaceutical's Board President is Susan Badia.

2. On or about May 11, 2012, X-Gen Pharmaceuticals, Inc. ("X-Gen"), knowingly made a false statement with purpose to secure the issuance of a license or registration, to wit: On its 2012 renewal application filed with the Ohio State Board of Pharmacy for licensure as a Wholesale Distributor of Dangerous Drugs ("WDDD"), X-Gen answered "yes" to the legal question: "Within the last 18 months: has the responsible person or owner(s), or any officer of the corporation, been the subject of disciplinary action by any state or federal agency?" X-Gen disclosed that the Montana Board of Pharmacy took disciplinary action against it on or about April 17, 2012, however, X-Gen failed to disclose that it also had been disciplined in the previous 18 months by the Maine Board of Pharmacy and the Illinois Board of Pharmacy. An investigation by Ohio State Board of Pharmacy Specialist revealed that the Montana Board of Pharmacy took disciplinary action against X-Gen based on the disciplinary action it received from the Colorado Board of Pharmacy in 2009. In the Matter of the Proposed Disciplinary Treatment of the License of X-Gen Pharmaceuticals, Inc., Montana Board of Pharmacy, Case No. 2012-PHA-LIC-4, Final Order of DeFault, April 13, 2012; See also In the Matter of the Unauthorized and Unlawful Distribution of Prescription Drugs in Colorado by X-Gen Specialty Division, Colorado Board of Pharmacy, Case No. 2009-2759, Stipulation and Final Agency Order, February 26, 2009. The Montana Board of Pharmacy fined X-Gen \$3,000 for shipping drugs into Montana from 2007-2009 prior to becoming a licensed wholesaler in Montana in 2010. The Maine Board of Pharmacy took disciplinary action against X-Gen in July 2011 based on information X-Gen provided to the Maine Board Pharmacy that revealed that between 2006 and 2009 X-Gen operated a wholesale drug distribution business and shipped prescriptions into Maine without being licensed to do so. In re X-Gen Pharmaceuticals, Inc., Maine Board of Pharmacy, Complaint No. 2011-PHA-7245, Consent Agreement, July 13, 2011. X-Gen was reprimanded by the Maine Board of Pharmacy and ordered to pay \$1,580. X-Gen self-reported its discipline in Maine to the Illinois Board of Pharmacy, which resulted in X-Gen being reprimanded by the Illinois Board of Pharmacy. Department of Financial and Professional Regulation Division of Professional Regulation v. X-Gen Pharmaceutical, Inc., Department of Professional Regulation of the State of Illinois, Case No. 2011-07604, Consent Order, November 29, 2011. X-Gen Pharmaceuticals, Inc. disclosed discipline around the time it occurred; however, failed to do so on its renewal application.

3. On or between 2007 and 2009 X-Gen Pharmaceuticals, Inc. ("X-Gen"), sold wholesale pharmaceuticals to customers in Ohio without being registered as a Wholesale Distributor of Dangerous Drugs, to wit: X-Gen provided financial information to a Specialist with the Ohio State Board of Pharmacy that revealed that, although X-Gen's wholesale manufacturer license was not issued and effective in Ohio until March 1, 2010, X-Gen sold wholesale 50 pharmaceuticals to customers in Ohio with total sales ranging from \$1,553,566 to \$2,331,565 in calendar year 2007.

4. On or between 2007 and 2009 X-Gen Pharmaceuticals, Inc. ("X-Gen"), sold wholesale pharmaceuticals to customers in Ohio without being registered as a Wholesale Distributor of Dangerous Drugs, to wit: X-Gen provided financial information to a Specialist with the Ohio State Board of Pharmacy that revealed that, although X-Gen's wholesale manufacturer license was not issued and effective in Ohio until March 1, 2010, X-Gen sold wholesale 50 pharmaceuticals to customers in Ohio with total sales ranging from \$1,553,566 to \$2,331,565 in calendar year 2008.

5. On or between 2007 and 2009 X-Gen Pharmaceuticals, Inc. ("X-Gen"), sold wholesale pharmaceuticals to customers in Ohio without being registered as a Wholesale Distributor of Dangerous Drugs, to wit: X-Gen provided financial information to a Specialist with the Ohio State Board of Pharmacy that revealed that, although X-Gen's wholesale manufacturer license was not issued and effective in Ohio until March 1, 2010, X-Gen sold wholesale 50 pharmaceuticals to customers in Ohio with total sales ranging from \$1,553,566 to \$2,331,565 in calendar year 2009.

CONCLUSIONS OF LAW

1. Such conduct set forth in paragraph (2) of the Findings of Fact constitutes a violation of Rule 4729-9-19(A)(3) of the Ohio Administrative Code: is not of good habits.
2. Such conduct set forth in paragraph (2) of the Findings of Fact constitutes a violation of Section 4729.56(A)(1) of the Ohio Revised Code: Making any false material statements in an application for registration as a wholesale distributor of dangerous drugs.
3. Such conduct as set forth in each paragraph (3), (4), and (5) of the Findings of Fact each constitutes a violation of Section 4729.56(A)(2) of the Ohio Revised Code: violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board.

DECISION OF THE BOARD

Pursuant to Section 4729.56 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby imposes a monetary penalty of \$4,000 on X-Gen Pharmaceuticals, Inc. and payment in full is due no later than thirty days from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

X-Gen Pharmaceuticals, Inc. must report any new discipline or discipline obtained within the preceding 18 months on future license renewals or as otherwise provided in rule or law.

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

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

SO ORDERED.

10:12 a.m. The Board recessed briefly.

10:18 a.m. The meeting reconvened in Room South B&C.

The Board was joined by Assistant Attorney General Matthew Lampke to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. in the matter of **Alexso, Inc.**, Los Angeles, California.

11:47 a.m. The hearing ended and the record was closed.

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

12:30 p.m. The recess ended and the hearing was opened to the public.

R-2016-298 After votes were taken in public session, the Board adopted the following order in the matter of **Alexso, Inc.**, Los Angeles, California.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2015-1467)

In The Matter Of:

Alexso, Inc.

2317 Cotner Avenue

Los Angeles, CA 90064

(WDDD License No. 01-2516000)

INTRODUCTION

The Matter of Alexso, Inc. came for hearing on May 3, 2016, before the following members of the State of Ohio Board of Pharmacy (Board): Kilee S. Yarosh, R.Ph. (presiding);

Edward T. Cain, Public Member; Joshua M. Cox, R.Ph; Megan E. Marchal, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Michael A. Moné, R.Ph.; Recused.

Alexso, Inc. was represented by Jonathan Seacrest. The State of Ohio was represented by Matthew J. Lampke, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Hootan Melamed, President of Alexso, Inc.
2. Sheri Zapadka, R.Ph., State of Ohio Board of Pharmacy

Respondent's Witnesses:

1. Hootan Melamed, President of Alexso, Inc.

State's Exhibits:

- | | | |
|-----|-----------------------------------|------------|
| 1. | Notice of Opportunity for Hearing | 12-15-2015 |
| 2. | Request for Hearing | 01-07-2016 |
| 3. | Notice of Hearing | 01-08-2016 |
| 4. | WDDD Application | 04-02-2015 |
| 5. | California Discipline | 02-27-2001 |
| 6. | Texas Discipline | 08-06-2013 |
| 7. | South Carolina Discipline | 08-15-2013 |
| 8. | Oregon Discipline | 10-15-2013 |
| 9. | Ohio Discipline | 01-09-2015 |
| 10. | Alabama Discipline | 01-27-2015 |
| 11. | Nevada Discipline | 10-14-2015 |
| 12. | Alexso Internet Products | 09-01-2015 |

Respondent's Exhibits:

- | | | |
|----|--|------------|
| A. | Notice of Approved NV Wholesaler License | 04-28-2016 |
| B. | US District Court, Central District of California | 01-23-2001 |
| C. | Texas State Board of Pharmacy Agreed Board Order #L-13-019 | 08-06-2013 |
| D. | South Carolina Department of Labor Licensing
& Regulation Order | 08-15-2013 |
| E. | Oregon Board of Pharmacy Consent Order | 10-14-2013 |
| F. | Oregon Board of Pharmacy Consent Order | 11-25-2014 |
| G. | Oregon Board of Pharmacy License | 09-30-2016 |
| H. | Alexso Policies and Procedures | 2014-2015 |
| I. | Explanations of Licensing and Disciplinary Actions
for Hootan Melamed | No Date |

FINDINGS OF FACT

The State of Ohio and Alexso, Inc., by and through counsel, stipulate to the following Findings of Fact, which are accepted and adopted by the Board:

1. On the application submitted to the Board, Alexso, Inc. answered "Yes" to the question inquiring whether "the applicant, owner(s), Responsible Person, or an agent or any employee of the location being licensed, or any officer of the corporation, ever been subject of disciplinary action by any state or federal agency?" Alexso, Inc. also answered "Yes" to the question inquiring whether "the applicant, owner(s), Responsible Person, any agent, or any employee of the location being licensed, or any officer of the corporation have charges pending or have a conviction of a felony or misdemeanor other than a minor traffic violation (even if expunged or sealed)? Alexso, Inc. disclosed and submitted the following documents:

a. On or about January 19, 2001, Hootan Melamed, President of Concierge Compounding Pharmaceuticals, was convicted of the Felony Offense of Conspiracy to Commit Securities Fraud in Case No. CR00-7-GAF, in the United States District Court for the Central District of California. Mr. Melamed was sentence to ten (10) months prison followed by three (3) years of probation and payment of restitution. The conviction was the result of Mr. Melamed artificially inflating share prices of a company by posting false information on the internet, after which conspirators sold their shares prices for a profit of \$211,250.

b. On or about August 6, 2013 Concierge Compounding Pharmaceuticals and Hootan Melamed received a one (1) year license suspension that was probated on the condition that the company does not violate the pharmacy or drug statutes of Texas, another state, or the United States. The suspension was a result of Hootan Melamed's felony conviction.

c. On or about August 15, 2013 Concierge Compounding Pharmaceuticals and Hootan Melamed's application was denied by the South Carolina Board of Pharmacy because "the board does not believe the applicant has met the standards of pharmacy practice as required by South Carolina law." In the order, the South Carolina Board of Pharmacy also stated "the Board has serious concerns regarding the accuracy and completeness of the compounded formulas provided in the application."

d. On or about October 15, 2013, Concierge Compounding Pharmaceuticals was disciplined by the Oregon Board of Pharmacy because Concierge Compounding Pharmaceuticals "engaged in the distribution of drugs into Oregon without registering with the Oregon Board of Pharmacy as a drug outlet." The board imposed a civil penalty of \$10,000 for this conduct.

e. On or about December 2, 2014, Concierge Compounding Pharmaceuticals application for a Terminal Distributor of Dangerous Drugs License was denied by the

State of Ohio Board of Pharmacy for knowingly making a false statement with the purpose to secure the issuance of a license.

2. You checked the box on the application that you intend to distribute prescription legend drugs at wholesale. However, it was later determined that you would sell tramadol, a controlled substance.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs (1), (1)(a) through (1)(e) and (2) of the Findings of Fact constitutes the following violations of the ORC:

a. Violating any federal, state, or local drug law; any provision of this chapter or Chapter 2925., 3715., or 3719. of the Revised Code; or any rule of the board, ORC Section 4729.56(A)(2);

2. Finally, such conduct as set forth in paragraphs (1), (1)(a) through (1)(e) and 2 of the Findings of Fact constitutes the following violations of the OAC:

a. Is not of good moral character and habits, OAC Section 4729-9-19(A)(3); and

b. Has been disciplined by any professional licensing board, OAC Section 4729-9-19(A)(6).

DECISION OF THE BOARD

Pursuant to Section 4729.56 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby imposes a monetary penalty of \$1500 on Alexso, Inc. and payment in full is due no later than thirty days from the effective date of this Order. The remittance should be made payable to the "Treasurer, State of Ohio" and mailed with the enclosed form to the State Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126.

Additionally, Alexso, Inc. must submit an amended application providing their new corporate structure as well as the corrected category relating to sales of controlled substances. Alexso, Inc.'s current corporate structure may not change without prior approval from the State of Ohio Board of Pharmacy.

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

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

SO ORDERED.

12:35 p.m. The Board recessed for lunch.

1:30 p.m. The following candidates for licensure by reciprocity participated in a discussion of pharmacy laws and rules with Ms. Terri Ghitman, *OARRS Pharmacist*, in Room South A, 31st Floor of the Vern Riffe Center for Government and the Arts:

LINA FARCHOUKH	NORTH CAROLINA
LUKE W. GILMORE	PENNSYLVANIA
CHRIS GRIFFEE	ARIZONA
ERIN LEE HOYING	SOUTH CAROLINA
TARA MARIE KOETT	PENNSYLVANIA
KARLA ELAN FALLIN LEE	FLORIDA
JOHN THOMAS MALLETT	SOUTH CAROLINA
KATIE NICOLE MOTHERSHED	MISSOURI
EMILY ELIZABETH MOTZ	NORTH CAROLINA
FRANCIS F. NTOWE	ILLINOIS
ISHANI Y. PATEL	NEW JERSEY
KARLA SISINNI	PENNSYLVANIA
KRISTINA SUCIC	NORTH CAROLINA
EMILY M. SVOBODA	OKLAHOMA
VICTOR RILEY SWINNEY	KENTUCKY
SARAH ANN THOMAS	MICHIGAN
JOSHUA SCOTT WEBER	PENNSYLVANIA

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

R-2016-299 Mr. Passafume moved that the Board deny the specific request presented by ProMedica. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 8.

1:58 p.m. Mr. Griffin and the Board led a discussion regarding out of state MTM's.

2:49 p.m. Mr. Moné 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. The motion was seconded by Mr. Weaver and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – yes; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

3:55 p.m. The meeting reconvened in Room South B&C.

R-2016-300 Mr. Wilt moved that the Board meeting minutes of April 4, 2016, be approved as amended. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 8.

R-2016-301 Mr. Moné moved that the Board emergency schedule U-47700 as a Schedule I Controlled Substance. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 7.

4:36 p.m. The Board recessed for the day.

Wednesday, May 4, 2016

9:10 a.m. The Ohio State Board of Pharmacy convened in Room South B&C, 31st Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Kilee S. Yarosh, R.Ph., *President*; Edward T. Cain, *Public Member*; Joshua M. Cox, R.Ph.; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Jennifer M. Rudell, R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

R-2016-302 Ms. Yarosh announced that the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:
CASE NO. 2012-1814**

Charles Bedel, R.Ph.
9641 Splendor Drive
Union, KY 41091
License No. 03-1-29673

**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 Charles Bedel, for the purpose of resolving all issues between the parties relating to the Board investigation theft of dangerous drugs and alleged abuse issues. Together, the Board and Charles Bedel 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 revoke, suspend, limit, place on probation, or refuse to grant or renew any license issued pursuant to Section 4729.16 of the Ohio Revised Code to practice pharmacy as in the state of Ohio.
2. Charles Bedel is a licensed pharmacist under license number 03-1-29673.

FACTS

1. The Board initiated an investigation of Charles Bedel, pharmacist license number 03-1-29673, related to Charles Bedel exerting control over a dangerous drug and having a positive drug test for amphetamines and cannabinoids in November of 2012.
2. On or about January 24, 2014, the Board sent a Notice of Opportunity for Hearing to Charles Bedel, 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. Charles Bedel 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 Agreement as though fully set forth herein.
2. Charles Bedel makes limited admissions to the allegations stated in the Notice of Opportunity for hearing letter (Notice letter) dated January 24, 2014. The Board has evidence sufficient to sustain Bedel's following admissions to the allegations in the Notice letter and hereby adjudicates the same related specifically to Bedel's positive urine screen and drugs being improperly removed from the Pyxis C-II safe where Bedel was working. Charles Bedel acknowledges he failed to take appropriate steps to ensure the security and control of drugs in an institutional facility.
3. Charles Bedel had a medical assessment conducted in January of 2015, which reported that he has no addiction; however, in order to protect the public, the Board imposes and Charles Bedel agrees to the following conditions. Charles Bedel agrees to have his license placed on probation for a period of two (2) years with the following conditions:
 - a. A minimum of sixteen (16) observed, random urine screens at a frequency of at least monthly during the course of each year at the cost of Charles Bedel;
 - b. The urine screens will be conducted by Pharmacists Rehabilitation Organization Inc. (PRO) as the Board's designated Provider. Charles Bedel will enter into a contract with PRO for the purpose of the random urine screens, this contract will include at a minimum:
 - i. Notification to the Provider in advance and providing documentation of the need for any medication (i.e. copy of prescription or note from the prescribing physician) within 48 hours of receipt of treatment, if any mood altering and/or potentially addictive medications are required or recommended by Bedel's physician;
 - ii. Renew verification with the Provider every ninety (90) days if the need for medication is ongoing;
 - iii. Update medication list with the Provider any time a new prescription or over-the-counter medication is added;

- iv. An agreement to refrain from filling Bedel's own prescriptions or prescriptions for family members;
- v. An agreement to avoid exposure to anything that may cause Bedel's drug screen test to be positive, including "hemp oil," "coca tea", and poppy seeds (which can be an ingredient for curry sauces, breads, salad dressings, and other foods);
- vi. An agreement to abstain from using ethyl alcohol in any form, including by not limited to:
 - 1. Alcohol "free" wine or beer;
 - 2. Over-the-counter drugs containing alcohol, e.g. cough syrups or other similar drugs or supplements;
 - 3. Mouthwash or other hygiene products containing ethanol, e.g. sanitizing hand or body gels;
 - 4. Foods or beverages containing alcohol, e.g. communion wine, desserts, vanilla extract, etc.; or
 - 5. Any other form of ethyl alcohol.
- vii. Charles' Bedel acknowledges that his intentional use of any of the above products or medications without a physician's order is a violation of this Agreement;
- viii. Charles Bedel agrees to give up his right to self-medicate with the exception of single entity OTC NSAIDS and Acetaminophen;
- ix. Before any non-emergency medical procedures, the Provider's approved surgery packet must be completed and returned to the Provider.
- c. The urine sample must be given within twelve (12) hours of notification;
- d. The dilution standard will be Creatinine Clearance and/or Specific Gravity;
- e. The Board is to be notified of the result of the urine screens and provided a copy of all results;
- f. 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 this Agreement.
- g. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Respondent 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.

- h. A positive result includes any result indicating the presence of medication(s) that were not pre-approved by the Provider.
- i. In the event of a confirmed positive screen or a positive hair test result after a negative dilute urine screen, immediate suspension of Charles Bedel's pharmacist license number 03-1-29673.
4. Charles Bedel agrees to pay to the Board the amount of \$1,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17th Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Charles Bedel must obtain, before his next CE Reporting period, 12 hours of approved continuing pharmacy education (1.2 CEUs), which may not also be used for license renewal.
6. Charles Bedel agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Charles Bedel understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Charles Bedel agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2016-303 Mr. Passafume moved that the Board approve the proposed 2017 Board meeting dates. The motion was seconded by Ms. Rudell and approved by the Board: Aye – 8.

ELECTION OF OFFICERS FOR FISCAL YEAR 2017

R-2016-304 Mr. Cain moved that Michael A. Moné, R.Ph. be named President of the State of Ohio Board of Pharmacy for fiscal year 2017. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 8.

R-2016-304 Mr. Cain moved that Michael A. Moné, R.Ph. be named President of the State of Ohio Board of Pharmacy for fiscal year 2017. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 8.

R-2016-305 Mr. Weaver moved that Megan E. Marchal, R.Ph. be named Vice President of the State of Ohio Board of Pharmacy for fiscal year 2017. The motion was seconded by Mr. Cain and approved by the Board: Aye – 8.

9:23 a.m. The Board recessed briefly.

9:26 a.m. The meeting reconvened in Room South B&C.

10:00 a.m. Mr. Moné 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. The motion was seconded by Mr. Wilt and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – yes; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

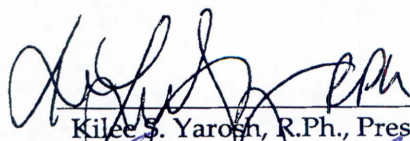
10:30 a.m. The meeting reconvened in Room South B&C.

R-2016-306 Ms. Yarosh announced the settlement offer presented by Amazing Grace Center, Inc., (02-2425100) Portsmouth, Ohio, be accepted allowing for sufficient time for the preparation and approval of settlement documentation.

10:38 a.m. Mr. Moné 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. The motion was seconded by Mr. Passafume and a roll-call vote was conducted by President Yarosh as follows: Cain – yes; Cox – yes; Marchal – yes; Moné – yes; Passafume – yes; Rudell – yes; Weaver – yes; and Wilt – yes.

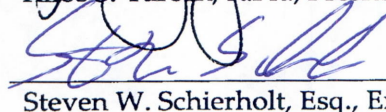
11:35 a.m. The meeting reconvened in Room South B&C.

The meeting adjourned.



Kilee S. Yarosh, R.Ph., President

Date: 6/8/16



Steven W. Schierholt, Esq., Executive Director

Date: 6/13/16