



IN THE MATTER OF:

CASE NO. 2013-1553

Tri-State Pharmacy
c/o Megan Pietro and/or
c/o John Bernabei
651 Colliers Way, Suite 204
Weirton, WV 26062

TDDD License No. 02-2327850
Pending

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 Tri-State Pharmacy, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Tri-State Pharmacy selling and delivering non-patient specific medications in Ohio without obtaining an Ohio TDDD license. Together, OSBP and Tri-State 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. Tri-State Pharmacy applied for a Terminal Distributor of Dangerous Drugs under pending license number 02-2327850 on or about January 6, 2015.

FACTS

1. On or about June 17, 2013, the OSBP initiated an investigation of Tri-State Pharmacy, pending Terminal Distributor of Dangerous Drugs license number 02-2327850, related to Tri-State Pharmacy selling and delivering non-patient specific medications in Ohio without obtaining an Ohio TDDD license.
2. On or about June 25, 2015, the OSBP sent a Notice of Opportunity for Hearing to Tri-State 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 July 10, 2015, Tri-State Pharmacy timely requested an administrative hearing, which was subsequently scheduled for September 2, 2015.

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

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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. Tri-State Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 25, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Tri-State 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, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. The application submitted by Tri-State Pharmacy on January 6, 2015, for a Category III Terminal Distributor of Dangerous Drugs license is hereby approved.
5. Tri-State Pharmacy and John Bernabei, or any subsequent responsible person, agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which Tri-State Pharmacy currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
6. Tri-State 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 Tri-State 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 Tri-State Pharmacy by the OSBP and will NOT discharge Tri-State Pharmacy from any obligation under the terms of this Agreement.
7. Tri-State Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Tri-State Pharmacy understands that it has the right to be represented by counsel for review and execution of this agreement.

9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Tri-State Pharmacy will operate.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

IN WITNESS WHEREOF, the parties to this Agreement have executed it and/or cause it to be executed by their duly authorized representatives.

Approved by:

JOHN J BERNABEI
Tri-State Pharmacy, Respondent

Ralph E. Breitfeller
Ralph E. Breitfeller, Attorney for Respondent

Kilee S. Yarosh, R.Ph.
Kilee S. Yarosh, R.Ph., President,
Ohio State Board of Pharmacy

Matthew J. Lampke
Matthew J. Lampke, Ohio Assistant Attorney General

[Signature] 9.18.15
Date of Signature

9.22.15
Date of Signature

10-6-15
Date of Signature

10/6/15
Date of Signature

MONETARY PENALTY TRANSMITTAL FORM

IN THE MATTER OF:

Tri-State Pharmacy
(TDDD License No. 02-2327850)

THE ENCLOSED AGREEMENT OF THE OHIO STATE BOARD OF PHARMACY IMPOSES A MONETARY PENALTY PURSUANT TO SECTION 4729.16 OF THE REVISED CODE. SAID MONETARY PENALTY OF \$5,000.00 DUE NO LATER THAN THIRTY DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

TO ENSURE THE PROPER CREDIT, RETURN THIS FORM WITH YOUR PAYMENT TO THE OHIO STATE BOARD OF PHARMACY; 77 S. HIGH STREET, 17TH FLOOR; COLUMBUS, OHIO 43215-6126. ALL PAYMENTS ARE TO BE MADE PAYABLE TO THE "TREASURER, STATE OF OHIO".

PAYMENTS NOT RECEIVED DURING THE DESIGNATED TIME MAY RESULT IN FURTHER ACTION BY THE BOARD THROUGH THE OFFICES OF THE STATE AUDITOR AND ATTORNEY GENERAL.

- FOR BOARD USE ONLY BELOW THIS LINE -

Case No. 2013-1553

Penalty Type Settlement

Amount Assessed \$5,000.00

Control No. 1601888

Amount Suspended -0-

Date Received 09/22/2015

Amount Due \$5,000.00

Amount Received \$5,000.00