

**Minutes of the November 2-3, 2015**  
**Meeting of the Ohio State Board of Pharmacy**

**Monday, November 2, 2015**

**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*; Megan E. Marchal, R.Ph.; Michael A. Moné, R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

Also present were Steven Schierholt, *Executive Director*; Kevin Mitchell, *Assistant Executive Director*; Eric Griffin, *Director of Compliance & Enforcement*; David Ingram, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; and Cameron McNamee, *Director of Policies and Communications*.

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 **Keysource Medical, Inc.**, Cincinnati, Ohio.

**11:03 a.m.** The hearing ended and the record was closed.

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

**11:18 a.m.** The Board recessed for lunch.

**1:06 p.m.** The meeting reconvened in Room South B&C.

**1:15 p.m.** Ms. Marchal moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law. The motion was seconded by Mr. Wilt and a roll-call vote was conducted by President Yarosh as follows: Cain– yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

**1:29 p.m.** The meeting reconvened in Room South B&C.

The Board went back into recess to consider the quasi-judicial matter of Keysource Medical, Inc. 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. A roll-call vote was conducted by President Yarosh as follows: Cain– yes; Marchal – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

1:37 p.m.      The recess ended and the meeting was opened to the public.

R-2016-105      After votes were taken in public session, the Board adopted a settlement in the matter of **Keysource Medical, Inc.**, Cincinnati, Ohio, which will be included in the minutes upon final execution.

1:40 p.m.      Ms. Marchal provided the CPG and PAPC Committee updates.

R-2016-106      Ms. Marchal moved that Mr. Passafume be appointed to the CPG Committee. The motion was seconded by Mr. Wilt and approved by the Board: Aye –6.

Mr. Mitchell provided the licensing report.

Mr. Griffin provided the compliance and enforcement report

Mr. Garner provided the OARRS update.

Mr. Lampke provided the legal update.

R-2016-107      Mr. Passafume moved to approve the 4729-5-10 waiver exemption request presented by **Chester Kaczor**, *Nationwide Children’s Hospital*. The motion was seconded by Mr. Weaver and approved by the Board: Aye –6.

2:08 p.m.      Joann Predina, R.Ph., *Compliance Specialist*, gave a presentation to the Board regarding ACHC Inspection & PCAB Survey.

R-2016-108      The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Adam Wade, R.Ph.** (03-2-30320) Mansfield, Ohio, be the responsible person for the following pharmacies:

Avita Ontario Pharmacy: Mansfield, Ohio (02-2469550)

Avita Ontario: Mansfield, Ohio (02-2469600)

After discussion, Mr. Moné moved that the Board approve the request for a period of six months. The motion was seconded by Mr. Cain and approved by the Board: Aye –6.

**R-2016-109**      The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Richelle Marie Huffman, R.Ph.** (03-3-28792) Loveland, Ohio, be the responsible person for the following pharmacies:

Fitzgerald's Pharmacy: Williamsburg, Ohio (02-0102450)  
Fitzgerald's Pharmacy LTC: Williamsburg, Ohio (02-1967600)

After discussion, Mr. Wilt moved that the Board approve the request for a period of one year. The motion was seconded by Mr. Weaver and approved by the Board: Aye –6.

**R-2016-110**      The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Amy M. Myers, R.Ph.** (03-1-20444) Bluffton, Ohio, be the responsible person for the following pharmacies:

Riley Creek Pharmacy: Pandora, Ohio (02-2023650)  
Pharmacy Solutions: Pandora, Ohio (02-2023900)

After discussion, Mr. Wilt moved that the Board approve deny the request. The motion was seconded by Mr. Moné and approved by the Board: Aye –6.

**R-2016-111**      The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Jeffrey D. Hill, R.Ph.** (03-2-13205) Loveland, Ohio, be the responsible person for the following pharmacies:

Milford Pharmacy & Wellness Center: Milford, Ohio (02-0450000)  
Hill's Compounding Pharmacy: Milford, Ohio (02-1181750)

After discussion, Mr. Moné moved that the Board approve the request for a period of one year. The motion was seconded by Ms. Marchal and approved by the Board: Aye –6.

**R-2016-112**      The Board received a request for an approval to Ohio Administrative Code Rule 4729-5-11 (A) (1) requesting that **Shawn Roe, R.Ph.** (19653) Coralville, Iowa, be the responsible person for the following pharmacies:

VetRxDirect: Coralville, Iowa (02-1757400)  
NuCara Pharmacy #1: Coralville, Iowa (02-2298300)

After discussion, Mr. Wilt moved that the Board approve the request for a period of one year. The motion was seconded by Mr. Passafume and approved by the Board: Aye –6.

**2:45 p.m.**      The Board recessed briefly.

The meeting reconvened in Room South B&C.

2:50 p.m. Mr. McNamee provided the Legislative update.

R-2016-113 Mr. Weaver moved that rules 4729-16-07, 4729-16-03, 4729-15-03, 4729-16-12, 4729-16-08, 4729-16-11, and 4729-16-04 be approved as amended for filing with JCARR. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 6.

4:02 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; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

4:37 p.m. The meeting reconvened in Room South B&C.

The Board recessed for the day.

### Tuesday, November 3, 2015

8:45 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*; Megan E. Marchal, R.Ph.; Michael A. Moné R.Ph.; Curtis L. Passafume, Jr., R.Ph.; Fred M. Weaver, R.Ph. and Shawn C. Wilt, R.Ph.

R-2016-114 The Board received an application for the Continuing Education Provider Status of **Andrew Cain, R.Ph.** (03-329027) Centerville, Ohio. Mr. Weaver moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Wilt and approved by the Board: Aye – 5/Abstain – 1.

R-2016-115 The Board received an application for the Continuing Education Provider Status of **Jennifer Daberko, R.Ph.** (03-3-25905) Gahanna, Ohio. Mr. Wilt moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 5/Abstain – 1.

R-2016-116 The Board received an application for the Continuing Education Provider Status of **Cathy Rosenbaum, R.Ph.** (03-3-11798) Loveland, Ohio. Ms. Marchal moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye – 5/Abstain – 1.

**R-2016-117** Mr. Passafume moved that rules packet presented by Mr. McNamee be approved as amended for filing with CSI and JCARR. The motion was seconded by Mr. Weaver and approved by the Board: Aye – 6.

**R-2016-118** Mr. Moné moved for the Board to adopt the Nalaxone Statement and publish it on the Board’s website. The motion was seconded by Ms. Marchal and approved by the Board: Aye – 6

**R-2016-119** Mr. Passafume moved that the Board Minutes of October 5-7, 2015, be approved as written. Mr. Weaver seconded the motion and it was approved by the Board: Aye – 6.

**9:00 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 Ms. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain– yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

**10:05 a.m.** The meeting reconvened in Room South B&C.

The Board recessed for lunch.

**11:40 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 **Charles Bedel, R.Ph.**, Union, Kentucky.

**1:27 p.m.** The Board recessed briefly for reciprocity introductions.

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:

JOHN ASSAN BANAHENE	CONNECTICUT
MONT DAWSON	KENTUCKY
JOSEPH ANDREW GONZALES	WISCONSIN
ROBERT CONRAD GWIN	PENNSYLVANIA
EMILY BETH HARMON	VIRGINIA
CRYSTAL DAWN HEISE	PENNSYLVANIA
KARYNE JOSEPH	NEW JERSEY
WILLIAM ANDREW KUEBLER	PENNSYLVANIA

TED LEE	MICHIGAN
JACEY M. McWILLIAMS	PENNSYLVANIA
REBECCA MARIE MILLER	MICHIGAN
MATTHEW DOMINIC MORELLI	FLORIDA
RANDALL J. NOVAK	NEW JERSEY
BOBBIE LEE RODGERS	FLORIDA
AMENEH SAMIR SARSOOR	NORTH CAROLINA
REBECCA LEIGH SICKING	KENTUCKY
ANDREA LYNNE SPANO	PENNSYLVANIA
JEREMY FREDERICK WHEELER	PENNSYLVANIA
ANDREW A. WIEST	MICHIGAN

- 1:54 p.m.**      The meeting reconvened in Room South B&C.
- 2:35 p.m.**      The Board recessed briefly.
- 2:39 p.m.**      The meeting reconvened in Room South B&C.
- 2:42 p.m.**      The hearing ended and the record was closed. The matter of **Charles Bedel, R.Ph.** was continued until March 2, 2016.
- R-2016-120**      Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1334**

**Buderer Drug Co., Inc.**  
(TDDD License No. 02-1198400)  
26611 N. Dixie Hwy., Ste. 119  
Perrysburg, OH 43551

AND

**Matthew James Buderer, R.Ph.**  
(Pharmacist License No. 03-3-19924)  
230 S. Gordon Drive  
Oak Harbor, OH 43449

**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 Buderer Drug Co., Inc., for the purpose of resolving all issues between the parties relating to the OSBP investigation of Buderer Drug Co., Inc. engaging in conduct that does not meet Terminal Distributor of Dangerous Drug license requirements. Together, OSBP and Buderer Drug Co., Inc. are referred to hereinafter as “the parties.”

**JURISDICTION**

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the OSBP has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.55 of the Ohio Revised Code to practice pharmacy the state of Ohio.
2. Buderer Drug Co., Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1198400.

**FACTS**

1. On or about March 24, 2014, the OSBP initiated an investigation of Buderer Drug Co., Inc., Terminal Distributor of Dangerous Drugs license number 02-1198400, related to Buderer Drug Co., Inc.’s conduct that does not meet Terminal Distributor of Dangerous Drug license requirements.
2. On or about June 29, 2015, the OSBP sent a Notice of Opportunity for Hearing to Buderer Drug Co., Inc., which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 10, 2015, Buderer Drug Co., Inc. timely requested an administrative hearing, which was subsequently scheduled for October 7, 2015.

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. Buderer Drug Co., Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 29, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. Buderer Drug Co., Inc. agrees to pay to the OSBP the amount of \$1,000.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
  4. Buderer Drug Co., Inc. and Matthew Buderer, R.Ph. agree and acknowledge that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which they currently hold a professional license, including the OSBP on renewal applications or applications for a new license.
  5. Buderer Drug Co., Inc. agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Buderer Drug Co., 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 Buderer Drug Co., Inc. by the OSBP and will NOT discharge Buderer Drug Co., Inc. from any obligation under the terms of this Agreement.
  6. Buderer Drug Co., Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  7. Buderer Drug Co., Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
  8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Buderer Drug Co., Inc. will operate.
  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-2016-121** Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1661**

**Exclusive Services**  
(TDDD License No. 02-2437850)  
11134 Lushek Drive  
Cincinnati, Ohio 45242

**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 Exclusive Services, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Exclusive Services making a false statement with purpose to secure the issuance license or registration by a government agency. Together, OSBP and Exclusive Services 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. Exclusive Services submitted an application for a Terminal Distributor of Dangerous license on or about April 14, 2014.

**FACTS**

1. On or about June 25, 2014, the OSBP initiated an investigation of Exclusive Services, Terminal Distributor of Dangerous Drugs pending license number 02-2437850, related to Exclusive Services making a false statement with purpose to secure the issuance license or registration by a government agency.
2. On or about March 30, 2015, the OSBP sent a Notice of Opportunity for Hearing to Exclusive Services, 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 April 29, 2015, Exclusive Services timely requested an administrative hearing, which was subsequently scheduled for September 1, 2015.

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. Exclusive Services neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 30, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Exclusive Services must submit a new Terminal Distributor of Dangerous Drugs application with the correct address, Responsible Person and pay the application fee.
4. Exclusive Services 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, including the OSBP on renewal applications or applications for a new license.
5. Exclusive Services 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 Exclusive Services 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 Exclusive Services by the OSBP and will NOT discharge Exclusive Services from any obligation under the terms of this Agreement.
6. Exclusive Services agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Exclusive Services understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Exclusive Services will operate.

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-2016-122**

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

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

**John Piepmeier, R.Ph.**  
(Pharmacist License No. 03-2-09551)  
210 East Sharon Road  
Cincinnati, OH 45246

**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 John Piepmeier, for the purpose of resolving all issues between the parties relating to the OSBP investigation of John Piepmeier acting as the Responsible Person for more than one pharmacy without the written permission of the Board. Together, OSBP and John Piepmeier 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. John Piepmeier is a licensed pharmacist under license number 03-2-09551.

**FACTS**

1. On or about June 14, 2013, the OSBP initiated an investigation of John Piepmeier, pharmacist license number 03-2-09551, related to John Piepmeier acting as the Responsible Person for more than one pharmacy without the written permission of the Board.

2. On or about September 24, 2014, the OSBP sent a Notice of Opportunity for Hearing to John Piepmeier, 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 October 27, 2014, John Piepmeier timely requested an administrative hearing, which was subsequently scheduled for May 5, 2015 then continued to September 1, 2015.

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. John Piepmeier neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 24, 2014; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.

3. John Piepmeier 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, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

4. John Piepmeier must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs), which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov)

5. John Piepmeier, within 60 days of the effective date of this agreement, must have a Verified Pharmacy Program (VPP) scheduled and performed at Gehring Pharmacy. The recommendations from the VPP must be implemented with 60 days from the date the report is received to any pharmacy owned by John Piepmeier.

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

7. John Piepmeier understands that it has the right to be represented by counsel for review and execution of this agreement.

8. John Piepmeier 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, 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-2016-123** Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1822**

**Curtis Lau, R.Ph.**  
(Pharmacist License No. 03-3-16971)  
6748 Connecticut Colony Circle  
Mentor, OH 44060

**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 Curtis Lau, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Curtis Lau's positive answer to the legal question(s) on his application for renewal. Together, OSBP and Curtis Lau 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. Curtis Lau is a licensed pharmacist under license number 03-3-16971.

**FACTS**

1. On or about August 26, 2014, the OSBP initiated an investigation of Curtis Lau, pharmacist license number 03-3-16971, related to Curtis Lau's positive answer to the legal question(s) on his application for renewal.
2. On or about June 23, 2015, the OSBP sent a Notice of Opportunity for Hearing to Curtis Lau, 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 July 17, 2015, Curtis Lau timely requested an administrative hearing, which was subsequently scheduled for November 2, 2015.

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. Curtis Lau neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 23, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Curtis Lau will continue to act as a facilitator in the Smart Recovery Program on a weekly basis.
4. Curtis Lau will continue to treat with Dr. Gorjanc as deemed necessary by said physician.
5. Curtis Lau will continue to see his counselor Diane Kirby as deemed necessary by said counselor.
6. Curtis Lau must notify the Board immediately of any future arrest or conviction.
7. Curtis Lau must notify the Board immediately of any material changes with treatment.
8. Curtis Lau agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Curtis Lau understands that it has the right to be represented by counsel for review and execution of this agreement.

10. Curtis Lau 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, including to the OSBP on renewal applications or applications for a new license.

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.

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**R-2016-124** Ms. Yarosh announced the following Settlement Agreement has been signed by all parties and is now effective.

**IN THE MATTER OF:  
CASE NO. 2014-1286**

**Tiltonsville Clinic**  
(TDDD License No. 02-1734550)  
**East Ohio Regional Hospital at Martins Ferry**  
90 North Fourth Street  
Martins Ferry, OH 43935

**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 Tiltonsville Clinic, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Tiltonsville Clinic's Responsible Person, Douglas Trubiano's guilty plea to trafficking in drugs. Together, OSBP and Tiltonsville Clinic 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. Tiltonsville Clinic is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1734550.

**FACTS**

1. On or about March 3, 2014, the OSBP initiated an investigation of Tiltonsville Clinic, Terminal Distributor of Dangerous Drugs license number 02-1734550, related to Tiltonsville Clinic's Responsible Person, Douglas Trubiano's guilty plea to trafficking in drugs.
2. On or about June 12, 2015, the OSBP sent a Notice of Opportunity for Hearing to Tiltonsville Clinic, 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, Tiltonsville Clinic timely requested an administrative hearing, which was subsequently scheduled for September 2, 2015.

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. Tiltonsville Clinic neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 12, 2015; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. Tiltonsville Clinic agrees to pay to the OSBP the amount of \$3,500.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the OSBP, 77 South High Street, Room 1702, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
4. Tiltonsville Clinic 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, including the OSBP on renewal applications or applications for a new license.
5. Tiltonsville Clinic 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 Tiltonsville Clinic 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 Tiltonsville Clinic by the OSBP and will NOT discharge Tiltonsville Clinic from any obligation under the terms of this Agreement.

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

7. Tiltonsville Clinic understands that it has the right to be represented by counsel for review and execution of this agreement.

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

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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**3:11 p.m.**

President Yarosh administered the Oath of Office to Vice President-elect Michael Moné.

#### **OATH OF THE VICE PRESIDENT**

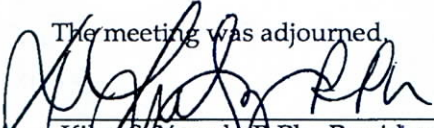
I, Michael A. Moné, as Vice President of the Ohio State Board of Pharmacy, do solemnly swear to uphold the Constitution of the United States and the state of Ohio; to impartially enforce the laws governing the profession of pharmacy and the legal distribution of drugs in the State of Ohio; and carry out the responsibilities of the Board as mandated by the laws of the State of Ohio without bias or prejudice, so help me God.

**3:15 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 Ms. Marchal and a roll-call vote was conducted by President Yarosh as follows: Cain– yes; Marchal – yes; Moné – yes; Passafume – yes; Weaver – yes; and Wilt – yes.

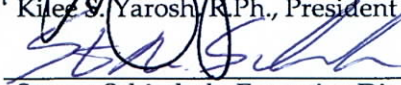
4:00 p.m.      The meeting reconvened in Room South B&C.

The meeting was adjourned.



Kilee S. Yarosh, R.Ph., President

Date: 12-11-15



Steven Schierholt, Executive Director

Date: 12/14/15