



MINUTES OF THE JULY 10-12, 2017
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, July 10, 2017

10:00 a.m. The State of Ohio 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:

Fred M. Weaver, RPh, *Presiding*; Curtis L. Passafume, Jr., RPh; Michael A. Moné, RPh; Richard J. Newlon, *Public Member*; Jennifer M. Rudell, RPh; Shawn C. Wilt, RPh. and Kilee S. Yarosh, RPh.

Joshua M. Cox, RPh—Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Chad Garner, *Director of OARRS*; Eric Griffin, *Director of Compliance and Enforcement*; Chandra Galante, *Director of Licensing*; Steven Kochheiser, *Assistant Attorney General* and Cameron McNamee, *Director of Policy and Communications*.

Mr. Weaver administered the Oath of Office to new member to **Richard J. Newlon**, *Public Member*.

Oath of New Member

I, Richard Newlon, 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.

Mr. Schierholt introduced the Board's new Chief Pharmacist, Jenni Wai, RPh.

Mr. Garner presented the OARRS report and provided the Board with technology updates.

10:14 a.m. Ms. Dehner led a discussion regarding the Board's disciplinary sections.

11:07 a.m. The Board recessed briefly.

11:16 a.m. The meeting reconvened in Room South B&C.

Ms. Dehner continued the discipline discussion.



- 11:45 a.m.** Ms. Dehner and the Board led a discussion regarding Responsible Person restrictions and parameters for previous discipline.
- 12:00 p.m.** The Board recessed for lunch.
- 1:21 p.m.** The meeting reconvened in Room South B&C.
- Ms. Dehner presented the proposed Case Screening Process for licensing applications.
- 2:04 p.m.** The Board recessed briefly.
- 2:15 p.m.** The meeting reconvened in Rooms South B&C.
- Mr. Griffin provided the Compliance and Enforcement update which included an overview of Compliance employee responsibilities and their current case process.
- 3:08 p.m.** The Board recessed briefly.
- 3:20 p.m.** The meeting reconvened in Room South B&C.
- Mr. Griffin provided the Board with case highlights from Fiscal Year 2017, gave an overview of Rx eAlerts, and addressed automated theft and loss reporting.
- 3:46 p.m.** Ms. Dehner led a discussion regarding the Board's current settlement process.
- 4:04 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 pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised Code. The motion was seconded by Mr. Passafume and a roll-call vote was conducted by President Weaver as follows: Moné-yes; Newlon-yes; Passafume-yes; Rudell-yes; Wilt-yes and Yarosh-yes.
- 4:40 p.m.** The meeting reconvened in Room South B&C.
- 4:45 p.m.** The Board recessed for the day.

Tuesday, July 11, 2017

- 8:27 a.m.** The State of Ohio 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:
- Fred M. Weaver, RPh, *Presiding*; Joshua M. Cox, RPh; Michael A. Moné, RPh; Richard J. Newlon, *Public Member*; Jennifer M. Rudell, RPh; Shawn C. Wilt, RPh. and Kilee S. Yarosh, RPh.
- Curtis L. Passafume, Jr., RPh—Absent.

Ms. Dehner gave an Ethics presentation to the Board regarding conflicts of interest, gifts, public contracts and confidentiality.

R-2018-001

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

**IN THE MATTER OF:
CASE NO. 2015-1402**

Jennifer Daley
12971 E. River Rd.
Columbia Station, Ohio 44028
***SURRENDERED* License No. 06-012613**

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 Jennifer Daley, for the purpose of resolving all issues between the parties relating to the Board investigation of theft of drugs. Together, the Board and Jennifer Daley are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the state of Ohio.
2. Jennifer Daley is an Ohio-licensed pharmacy intern under suspended license number 06-012613.

FACTS

1. On or about May 4, 2015, the Board initiated an investigation of Jennifer Daley, pharmacy intern license number 06-012613, related to Jennifer Daley’s theft of drugs.
2. On or about October 6, 2015, the Board issued a Summary Suspension/Notice of Opportunity for Hearing to Jennifer Daley, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about November 3, 2015, Jennifer Daley timely requested an administrative hearing, which was subsequently held on December 9, 2015. Ms. Daley was represented by Brian Pierce during the proceedings.
4. Upon conclusion of the Board hearing, the Board issued an Order with an effective date of December 29, 2015, setting forth the Board’s Findings of Fact, Conclusions of Law, and Decision, which included a stayed revocation of Ms. Daley’s license, and ability to petition for reinstatement upon completion of specified requirements and conditions.

- a. On or about May 15, 2017, Jarrod Grossman, Executive Director of Pharmacist's Rehabilitation Organization (PRO), the Board-approved treatment provider, reported to the Board that Jennifer Daley terminated her contract with PRO on May 5, 2017.
- b. Failure to maintain a contract with a Board-approved provider and comply with the contract terms is a violation of the Board's December 29, 2015 Order.
5. Subsequent to the Board's order, Board staff received an e-mail dated May 25, 2017 from Ms. Daley indicating she wished to surrender her 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. IN LIEU OF ADDITIONAL ADMINISTRATIVE PROCEEDINGS, JENNIFER DALEY PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER LICENSE AND REGISTRATION TO PRACTICE PHARMACY AS AN INTERN, LICENSE NO. 06-012613, WITH DISCIPLINE PENDING.**
- 3. Jennifer Daley agrees to immediately return her license and wall certificate to the Board, if the Board is not already in possession of both.**
- 4. Jennifer Daley may never reapply for any license issued by the State of Ohio Board of Pharmacy pursuant to Chapters 3719., 3796., or 4729. of the Revised Code.**
5. Jennifer Daley agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Jennifer Daley understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Jennifer Daley agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license.
8. Jennifer Daley waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

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

R-2018-002

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

**IN THE MATTER OF:
CASE No. 2017-1400**

Ohio Department of Natural Resources
Ohio Division of Wildlife
c/o Ray Petering, Chief, Division of Wildlife

District 2
952 Lima Ave. Box A
Findlay, OH 45840
License No. 02-0756250

District 3
912 Portage Lakes Dr.
Akron, OH 44319
License No. 02-0756300

District 1
1500 Dublin Road
Columbus, OH 43215
License No. 02-0756200

District 4
360 E. State St.
Athens, OH 45701
License No. 02-0756400

District 5
1076 Old Springfield Pike
Xenia, OH 45385
License No. 02-0756350

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 Ohio Department of Natural Resources/Ohio Division of Wildlife (ODNR/DOW), for the purpose of resolving all issues between the parties relating to the Board investigation of record keeping and drug stock violations. Together, the Board and ODNR/DOW are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Ohio Department of Natural Resources/Ohio Division of Wildlife (ODNR/DOW) has TDDD licenses with the Board under license numbers 02-0756250, 02-0756300, and 02-0756400, and two lapsed licenses under license numbers 02-0756200 and 02-0756350.

FACTS

1. On or about March 9, 2017, the Board was contacted by ODNR/DOW officials regarding a possible theft of drugs by an employee from its Athens location. The Board initiated an investigation of ODNR/DOW's Terminal Distributor of Dangerous Drugs licenses and discovered at the Athens location regulatory violations consisting of theft of drugs, insufficient record keeping, improper purchases of controlled substances, and failure to maintain a responsible person. Additional investigation was conducted at the Xenia and Findlay locations where insufficient record keeping and lapsed license violations were discovered. ODNR/DOW's Akron facility was inspected and it was determined that drug purchases were made beyond those on its approved drug list. Finally, a Columbus inspection was conducted that determined insufficient record keeping, illegal purchases of controlled substances due to lack of a DEA Registration, and a lapsed license violation.
2. On or about June 26, 2017, the Board sent a Notice of Opportunity for Hearing to ODNR/DOW, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. **ODNR/DOW VOLUNTARILY SURRENDERS, WITH DISCIPLINE PENDING, TO THE STATE OF OHIO BOARD OF PHARMACY LICENSE NUMBERS 02-0756250, 02-0756300, 02-0756200, 02-0756400, and 02-0756350 INCLUDING REGISTRATION TO SELL, DELIVER OR DISTRIBUTE DANGEROUS DRUGS.**
2. **ODNR/DOW agrees that should it ever reapply for a license over which the Board has jurisdiction, it will hire a consultant pharmacist who will submit a report to the Board indicating ODNR/DOW's ability to comply with Pharmacy Board rules and regulations as well as any recommendations for improvement. If ODNR/DOW reapplies for a license, ODNR/DOW agrees to follow all recommendations of the consultant pharmacist and to submit documentation of such compliance to the Board within 90 days of the report.**
3. ODNR/DOW understands that it has the right to be represented by counsel for review and execution of this agreement.

4. 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 ODNR/DOW will operate.
 5. ODNR/DOW waives any opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and any right to an appeal.
 6. 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.
 7. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 8. 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-2018-003

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

**IN THE MATTER OF:
CASE No. 2016-1162**

Complete Pharmacy & Medical Solutions

c/o Gregory Gaiser, RPh
5829 NW 158th Street
Miami Lakes, FL 33014
License No. 02-2371800

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 Complete Pharmacy & Medical Solutions, for the purpose of resolving all issues between the parties relating to the Board investigation of the negative answer to the legal question on their renewal application. Together, the Board and Complete Pharmacy & Medical Solutions are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Complete Pharmacy & Medical Solutions is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2371800.

FACTS

1. On or about February 19, 2016, the Board initiated an investigation of Complete Pharmacy & Medical Solutions, Terminal Distributor of Dangerous Drugs license number 02-

2371800, related to Complete Pharmacy & Medical Solutions' negative answer to the legal question on their renewal application.

2. On or about May 10, 2017, the Board sent a Notice of Opportunity for Hearing to Complete Pharmacy & Medical Solutions, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

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

2. Complete Pharmacy & Medical Solutions neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 10, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Complete Pharmacy & Medical Solutions agrees to pay to the Board a monetary penalty in 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.

4. Complete Pharmacy & Medical Solutions agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

5. Complete Pharmacy & Medical Solutions 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 Complete Pharmacy & Medical Solutions 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 Complete Pharmacy & Medical Solutions by the Board and will NOT discharge Complete Pharmacy & Medical Solutions from any obligation under the terms of this Agreement.

6. Complete Pharmacy & Medical Solutions agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Complete Pharmacy & Medical Solutions 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 Complete Pharmacy & Medical Solutions will operate.
 9. Complete Pharmacy & Medical Solutions waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
 10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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R-2018-004

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

**IN THE MATTER OF:
CASE NO. 2014-1423**

**NaphCare, Inc. at Montgomery County Jail
c/o Bradford T. McLane
2090 Columbiana Rd, Ste. 1100
Birmingham, AL 35216
License No. 02-2127450 & 02-1450450**

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 NaphCare, Inc. at Montgomery County Jail (NaphCare), for the purpose of resolving all issues between the parties relating to the Board investigation of NaphCare's failure to maintain compliance with proper record keeping, security and control of dangerous drugs, and improper retention of expired medications. Together, the Board and NaphCare are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. NaphCare is a licensed Terminal Distributor of Dangerous Drugs under license numbers 02-2124750 and 02-1450450.

FACTS

1. On or about April 23, 2014, the Board initiated an investigation of NaphCare's Terminal Distributor of Dangerous Drugs license numbers 02-2124750 and 02-1450450, related to NaphCare's failure to maintain compliance with proper record keeping, security and control of dangerous drugs, and improper retention of expired medications.
2. On or about March 14, 2017, the Board sent a Notice of Opportunity for Hearing to NaphCare 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 March 27, 2017, NaphCare timely requested a hearing which was subsequently scheduled for September 12, 2017.

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. NaphCare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 14, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. NaphCare agrees to pay to the Board a monetary penalty the amount of \$7,000.00, 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.
4. NaphCare agrees to train its staff, biannually, on proper handling and removal of expired drugs, timely preparation of end of day reports, and maintenance of refrigerator logs. Further, after two years from the effective date of this agreement NaphCare may petition the Board to reduce or cease biannual training.
5. Effective no later than the sixtieth day after the Effective Date of this Agreement, Dr. Brenda Ellis shall no longer be NaphCare's Responsible Person, as defined in Ohio Administrative Code 4729-5-11. NaphCare shall submit a "Terminal Distributor Change of Responsible Person Notice" on license number 02-2127450 within 60 days of the Effective Date of this Agreement. Once Dr. Brenda Ellis has been replaced in accordance with this Agreement, NaphCare agrees to never use Dr. Ellis as a Responsible Person on any of its Ohio licenses.
6. NaphCare agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

7. NaphCare 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 NaphCare 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 NaphCare by the Board and will NOT discharge NaphCare from any obligation under the terms of this Agreement.
8. NaphCare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. NaphCare 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 NaphCare will operate.
11. NaphCare waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws its request for a hearing, and waives any right to an appeal.
12. 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.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. 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-2018-005

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

**IN THE MATTER OF:
CASE NO. 2017-1548**

Robert Martineau
5673 Green Oak Court
Fairfield, Ohio 45014
License No. 03-3-16114

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 Robert Martineau, for the purpose of resolving all issues between the parties relating

to the Board investigation of Robert Martineau's possession and abuse of illegal and non-prescribed controlled substances Together, the Board and Robert Martineau are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Robert Martineau is an Ohio-licensed pharmacist under license number 03-3-16114.

FACTS

On or about April 17, 2017, the Board initiated an investigation of Robert Martineau, pharmacist license number 03-3-16114, related to Robert Martineau's possession and abuse of illegal and non-prescribed controlled substances.

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. **ROBERT MARTINEAU PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-3-16114, WITH DISCIPLINE PENDING.**
3. **Robert Martineau agrees to immediately return his license and wall certificate to the Board, if the Board is not already in possession of both.**
4. **Robert Martineau may never reapply for any license issued by the State of Ohio Board of Pharmacy pursuant to Chapters 3719., 3796., or 4729. of the Revised Code.**
5. Robert Martineau agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Robert Martineau understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Robert Martineau 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.
8. Robert Martineau waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

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

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

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

R-2018-006

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

**IN THE MATTER OF:
CASE No. 2015-1216**

Blessings International
c/o Barry Ewy
c/o Bobby Watson, Jr.
1650 North Indianwood Avenue
Broken Arrow, OK 74012
License No. 01-2476650

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 Blessings International, for the purpose of resolving all issues between the parties relating to the Board investigation of the positive answer to the legal question on Blessing International's Wholesaler of Dangerous Drugs application. Together, the Board and Blessings International 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 Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Blessings International is a licensed Wholesale Distributor of Dangerous Drugs under license number 01-2476650.

FACTS

1. On or about March 5, 2015, the Board initiated an investigation of Blessings International, Wholesale Distributor of Dangerous Drugs license number 01-2476650, related to Blessings International's positive answer to the legal question on their Wholesaler of Dangerous Drugs application.
2. On or about January 17, 2017, the Board sent a Notice of Opportunity for Hearing to Blessings International, 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 February 15, 2017, Blessings International timely requested an administrative hearing, which was subsequently scheduled for August 8, 2017.

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. Blessings International neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated January 17, 2017; however, the Board has evidence sufficient to sustain allegations (1)(a), (3)(a), and (3)(b), finds them to violate Ohio's pharmacy law as set forth in (2)(b), (3)(a), and (4) of the Potential Violations of Law section in Notice Letter, and hereby adjudicates the same.
3. Blessings International agrees to pay to the Board a monetary penalty the amount of \$20,000.00, 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.
4. Blessings International Wholesale Distributor of Dangerous Drugs license will be issued upon receipt of a corrected application, application fee, and fine payment.
5. Blessings International agrees, within six months of the effective date of this Agreement, to donate up to \$10,000.00 worth of medicine to free or charitable clinics in the state and provide proof of donation to the Board upon completion.
6. Blessings International agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Blessings International 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 Blessings International 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 Blessings International by the Board and will NOT discharge Blessings International from any obligation under the terms of this Agreement.

8. Blessings International agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 9. Blessings International 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 Blessings International will operate.
 11. Blessings International waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws its request for a hearing in this matter and waives any right to appeal.
 12. 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.
 13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 14. 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-2018-007

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

**IN THE MATTER OF:
CASE No. 2016-1859-A**

CVS Pharmacy #3083
c/o Valerie Bucceri, RPh
One CVS Drive
Woonsocket, RI 02895
License No. 02-2013850

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 CVS Pharmacy #3083, for the purpose of resolving all issues between the parties relating to the Board investigation of a medication error. Together, the Board and CVS Pharmacy #3083 are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.

2. CVS Pharmacy #3083 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2013850.

FACTS

1. On or about July 8, 2016, the Board initiated an investigation of CVS Pharmacy #3083, Terminal Distributor of Dangerous Drugs license number 02-2013850, related to CVS Pharmacy #3083's medication error.
2. On or about May 10, 2017, the Board sent a Notice of Opportunity for Hearing to CVS Pharmacy #3083, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. CVS Pharmacy #3083 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 10, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. CVS Pharmacy #3083 agrees to pay to the Board a monetary penalty the amount of \$2,500.00, 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.
4. CVS Pharmacy #3083 agrees provide to the Board, within 30 days of the effective date of this agreement, a copy of its corrective action plan and any policy and procedure(s) on CVS Pharmacy #3083's delivery of drugs to the patient that demonstrates the safeguards in place to avoid this type of error.
5. CVS Pharmacy #3083 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS Pharmacy #3083 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 CVS Pharmacy #3083 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 CVS Pharmacy #3083 by the Board and will NOT discharge CVS Pharmacy #3083 from any obligation under the terms of this Agreement.

7. CVS Pharmacy #3083 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

8. CVS Pharmacy #3083 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 CVS Pharmacy #3083 will operate.

10. CVS Pharmacy #3083 waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.

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

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

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

R-2018-008

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

**IN THE MATTER OF:
CASE No. 2014-1999**

Rhonda F. Smith-Bass, NP, Inc.
c/o Rhonda Smith-Bass, CNP
1101 Laron Rd.
Trotwood, Ohio 45426
License No. 02-1456650

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 Rhonda F. Smith-Bass, NP, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of illegal drug purchases. Together, the Board and Rhonda F. Smith-Bass, NP, 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 Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Rhonda F. Smith-Bass, NP, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1456650.

FACTS

1. On or about October 22, 2014, the Board initiated an investigation of Rhonda F. Smith-Bass, NP, Inc., Terminal Distributor of Dangerous Drugs license number 02-1456650, related to Rhonda F. Smith-Bass, NP, Inc.'s drug purchases from an unlicensed entity.
2. On or about June 22, 2017, the Board sent a Notice of Opportunity for Hearing to Rhonda F. Smith-Bass, NP, 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.

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. Rhonda F. Smith-Bass, NP, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter June 22, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Rhonda F. Smith-Bass, NP, Inc. agrees to pay to the Board a monetary penalty in the amount of \$2,500.00, 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.
4. Rhonda F. Smith-Bass, NP, Inc. shall purchase only from entities licensed with the State of Ohio Board of Pharmacy.
5. Rhonda F. Smith-Bass, NP, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Rhonda F. Smith-Bass, NP, 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 Rhonda F. Smith-Bass, NP, 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 Rhonda F. Smith-Bass, NP, Inc. by the Board and will NOT discharge Rhonda F. Smith-Bass, NP, Inc. from any obligation under the terms of this Agreement.

7. Rhonda F. Smith-Bass, NP, 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. Rhonda F. Smith-Bass, NP, Inc. 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 Rhonda F. Smith-Bass, NP, Inc. will operate.

10. Rhonda F. Smith-Bass, NP, Inc. waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws its request for a hearing in this matter and waives any right to appeal.

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

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

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

R-2018-009 Mr. Weaver announced that the citation issued to **Fresenius Kabi, LLC** has been dismissed.

R-2018-010 Mr. Weaver announced that the citation issued to **Logistics Health Incorporated** has been dismissed.

R-2018-011 Mr. Weaver announced that the citation issued to **Sara Lipinski, RPh** has been dismissed.

9:10 a.m. The Board recessed briefly.

9:24 a.m. The meeting reconvened in Room South B&C.

Curtis L. Passafume, Jr. joined the meeting.

Ms. Dehner and Mr. McNamee led a discussion regarding current dispensing practices.

10:14 a.m. Mr. McNamee led a discussion regarding continuous quality improvement.

- 10:30 a.m.** The Board recessed briefly.
- 10:45 a.m.** The meeting reconvened in Room South B&C.
- Mr. McNamee gave an overview of the Pharmacy Technician Rules.
- 12:13 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 Ghittman, *OARRS Pharmacist*, in Room South A, 31st Floor of the Vern Riffe Center for the Government and the Arts:

DONALD MARTIN ANDRUSKY	PENNSYLVANIA
SUREENA JENNIFER BAINS-TAKHER	CALIFORNIA
SAUNDRA KAYE BOYD	WEST VIRGINIA
HEATHER BRAND	NEW YORK
JON CHILD	CALIFORNIA
FRED JOSEPH EATON	PENNSYLVANIA
ABBY LEIGH FINNEGAN	IOWA
ALI H. HAMADI	MICHIGAN
GARY ALLEN HOUCARD	FLORIDA
JOSHUA A. JACOBS	UTAH
YOU JUNG KO	MAINE
MARGARET JANE LADLIE	MISSOURI
JAMES M. LAFFERTY	WEST VIRGINIA
ALLISON E. LEE	NEW JERSEY
TESFAGEBRIEL AFEWORKI MEHARI	MICHIGAN
RAHIM FAROUK MERCHANT	WISCONSIN
JORDAN ANDREW MILLER	OREGON
SUSAN NICHOLSON	WEST VIRGINIA
LOGAN MATTHEW OLSON	NORTH DAKOTA
KIERSTEN MARIE PASTERNAK	VIRGINIA
RACHEL RAMSEY	KENTUCKY
KENDALL KORI ROULEAU	PENNSYLVANIA
BRENNA MARGARET STACKHOUSE	PENNSYLVANIA
JEFFREY RUSSELL STANSBERRY	CALIFORNIA
JEFFREY SCOTT STEIN	COLORADO
COURTNEY ROSE TUMBUSH	INDIANA
BONNIE L. VOSS	PENNSYLVANIA
KATHERINE YVONNE WEIGARTZ	LOUISIANA
ANNA KATHLEEN WIERZBICKI	MONTANA
PETER A. WIRKOWSKI	NEW YORK

- 1:45 p.m.** The meeting reconvened in Room South B&C.
- Mr. McNamee continued the Pharmacy Technician Rules overview.

- R-2018-012** Mr. Passafume moved to approve the Pharmacy Technicians rules packet as amended for filing with CSI. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.
- 2:55 p.m.** The Board recessed briefly.
- 3:06 p.m.** The meeting reconvened in Room South B&C.
- The Board reviewed and approved the proposed 2018 meeting dates, which will be available on the Board's website in the immediate future.
- 3:15 p.m.** Mr. McNamee led a review regarding positive ID and record keeping.
- R-2018-013** Mr. Moné moved that the Board should proceed with drafting a rule regarding positive ID and record keeping for JCARR. The motion was seconded by Mr. Wilt and approved by the Board: Aye-7.
- 3:44 p.m.** Mr. McNamee led a discussion regarding Telepharmacy and Medication Therapy Management.
- 4:19 p.m.** The Board discussed the interest and future use of Hearing Examiners.
- 4:40 p.m.** Mr. Weaver announced the appointed members to the Board's sub-committees and responsibilities as outlined in 4729-2-02.
- Ms. Dehner led a review of the Board's current standard terms and conditions.
- 4:55 p.m.** The Board recessed for the day.

Wednesday, July 12, 2017

- 8:30 a.m.** The State of Ohio 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:
- Fred M. Weaver, RPh, *Presiding*; Richard J. Newlon, *Public Member*; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Shawn C. Wilt, RPh. and Kilee S. Yarosh, RPh.
- Michael A. Moné, RPh and Joshua M. Cox, RPh—Absent.
- R-2018-014** Mr. Passafume moved to approve the June 5-7, 2017, Board Meeting Minutes as amended. The motion was seconded by Ms. Rudell and approved by the Board: Aye-5.
- Mr. Schierholt led a discussion regarding fines in impairment cases.
- 8:41 a.m.** Ms. Galante provided the Licensing update.

R-2018-015 Ms. Yarosh moved that the Board grant an extension until the September 2017 for the 125 Responsible Person requests at multiple locations that were previously granted through July of 2017. The motion was seconded by Mr. Passafume and approved by the Board: Aye-5.

R-2018-016 Mr. Passafume moved that the Board approve the following Resolution:

Possible Board Resolution for Responsible Person on multiple Locations

The Board hereby authorizes the Director of Licensing or his or her designee **to approve requests** for Responsible Persons on multiple locations in the following scenarios:

1. Any facility (wholesaler or pharmacy) that is located within the same building, contiguous property, and/or adjoining suites; and/or
2. Any request that were approved by the Board previously and/or there has been no change in the business model.

The Board shall continue to review the following multiple Responsible Person requests:

1. All pain management clinics, and
2. Any facility (pharmacy or wholesaler) located at a different physical address.

The motion was seconded by Newlon and approved by the Board: Aye-5.

R-2018-017 Mr. Passafume moved that the request submitted by NEOMED University for exemption to Rule 4729-3-01 "Intern Ratio" be approved for a 4 to 1 ratio and require the site to maintain licensure. The motion was seconded by Ms. Rudell and approved by the Board: Aye-5.

R-2018-018 Ms. Yarosh moved that the Board deny the request of **Ahmed Ammar Junaid Syed** for an extension of his Intern license. The motion was seconded by Mr. Wilt and approved by the Board: Aye-5.

9:14 a.m. The Board recessed briefly.

9:20 a.m. The meeting reconvened in Room South B&C.

Ms. Dehner discussed a new pharmacy reporting requirement.

9:29 a.m. Ms. Reed presented the Medical Marijuana update and shared highlights from the Public Rules Hearing held on July 11, 2017.

R-2018-019 Mr. Passafume moved that the Board amend proposed Administrative Rules 3796:6-2 and 3796:6-2-04 to request tax documents for the past 3 years rather than the past 5 years as proposed to harmonize tax requirements for dispensary applicants with those applying for other medical entity licenses. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-5.

10:02 a.m. Ms. Dehner and JoAnn Predina, Compliance Specialist, led a discussion regarding sustainable QA.

R-2018-020 Mr. Passafume moved that the Board approve the request of CVS for an extension to implement their offsite storage records process until December 31, 2017. The motion was seconded by Mr. Wilt and approved by the Board: Aye-5/Nay-0/Abstain-1.

10:39 a.m. The Board recessed briefly.

10:49 a.m. The meeting reconvened in Room South B&C.

Mr. McNamee presented the Legislative update.

R-2018-021 Mr. Wilt moved that the Board approve the following Resolutions:

Felony Convictions for Terminal Distributors of Dangerous Drugs with an Office-Based Opioid Treatment Facility Classification

Pursuant to section 4729.25 of the Revised Code, the State of Ohio Board of Pharmacy finds that it is in the public interest to grant an application for a terminal distributor of dangerous drugs with an office-based opioid treatment facility (OBOT) classification for an entity employing a person who has previously been convicted of, or pleaded guilty to, an offense listed in division (D)(4) of section 4729.553 of the Revised Code, if all the following are met:

1. Upon submission of an application, the applicant requests a waiver by the Board for the employee who has previously been convicted of, or pleaded guilty to, an offense listed in division (D)(4) of section 4729.553 of the Revised Code. **NOTE: THE REQUEST SHOULD BE ON A SEPARATE SHEET OF PAPER THAT ACCOMPANIES THE APPLICATION.**
2. The applicant includes the employee's title, duties, and responsibilities, a detailed account (including date, place, circumstances, and disposition of the matter), and copies of relevant documents (such as court pleadings or orders). Additional information, including an in-person appearance before the Board or staff, may be requested.
3. The Board will review the facts and circumstances related to each waiver request to determine the criminal background's potential nexus, if any, to the issuance of a license. Such factors may include, but are not limited to, the following:
 - a. Whether the facility plans to possess drugs on-site;
 - b. Supporting documentation from employers;
 - c. The employee's role in the provision of office-based opioid treatment;
 - d. The type and severity of the felony conviction;
 - e. The time that has elapsed since the conviction;
 - f. If applicable, the employee's progress in completing the terms of probation from the employee's licensing agency;
 - g. A pre-inspection of the facility;
 - h. Any additional factors deemed appropriate by the Board.
4. If granted a waiver by the Board, the waiver shall be deemed in effect specific to the Board-reviewed OBOT employee for as long as the employee is employed by the license holder. The licensee shall inform the Board if the individual that obtained the waiver is no longer employed by the facility.

Advanced Practice Registered Nurse as the Responsible Person for Terminal Distributors of Dangerous Drugs with an Office-Based Opioid Treatment Facility Classification

The Board hereby grants the ability for an advanced practice registered nurse (APRN) who meets the following requirements to serve as the responsible person for a terminal distributor of dangerous drugs with an office-based opioid treatment facility classification:

(1) The APRN is authorized under Chapter 4723. of the Revised Code to engage in the practice of nursing as an advanced practice registered nurse; and

(2) The physician possesses a waiver to prescribe or personally furnish buprenorphine under the Drug Addiction Treatment Act of 2000 (DATA 2000).

All the responsible person requirements and prohibitions set forth in rule 4729-18-02 of the Administrative Code hereby apply to an APRN who serves as the responsible person of a terminal distributor of dangerous drugs with an office-based opioid treatment facility classification.

The motion was seconded by Mr. Passafume and approved by the Board: Aye-5.

R-2018-022

Mr. Passafume moved that the Board approve the following Resolution:

Non-Controlled Dangerous Drug Licensure Verification Prior to the Sale of Sample Drugs or Complimentary Supplies

The Board hereby finds that license verification prior to the sale of non-controlled dangerous drug samples or complimentary supplies, as required by section 4729.60 of the Revised Code, may also be met by complying with the following:

1) The wholesale distributor, manufacturer, third-party logistics provider or any similar entity licensed by the Board shall, prior to sale, verify from the Ohio licensing board (using the [e-licensing system](#)) that the prescriber's license is in good standing and that there are no restrictions on the prescriber's license to practice and utilize dangerous drugs.

2) If a TDDD number is provided by the prescriber, verify using Ohio's online licensing registry that the license is active and in good standing.

3) The wholesale distributor, manufacturer, third-party logistics provider or any similar entity licensed by the Board shall update the company's sample/complimentary supply request form to:

a) State, in a conspicuous manner, the requirements in Ohio law ([ORC 4729.51](#)) of when a prescriber must hold a terminal distributor of dangerous drugs (TDDD) and instructions on where to access the Board's guidance document on prescriber licensure requirements.

b) Require the prescriber who claims an exemption to the terminal distributor of dangerous drug licensing requirement to attest that they meet the licensing exemptions ([ORC 4729.541](#)).

c) Ensure that all sample/complimentary request forms are maintained for a period of three-years in accordance with the recordkeeping requirements of Chapter 4729-9 of the Ohio Administrative Code.

The Board hereby authorizes this modified verification process only for the verification of licensure prior to the sale of samples/complimentary supplies of non-controlled dangerous drugs. This modified verification process also applies to complimentary supplies of non-controlled dangerous drugs if the supplies are being shipped to a licensed prescriber. If the complimentary supply is being shipped to a pharmacy at the request of a prescriber, verification prior to sale is required.

A wholesale distributor, manufacturer, third-party logistics provider or any similar entity licensed by the Board shall verify a prescriber's licensure as a category III Terminal Distributor of Dangerous Drugs prior to a sale of any controlled substance dangerous drug sample or complimentary supply in accordance with the applicable provisions of the Ohio Revised Code and Ohio Administrative Code.

The motion was seconded by Mr. Newlon and approved by the Board: Aye-5.

11:08 a.m.

Mr. McNamee presented amended rule 4729-5-30.

R-2018-023

Mr. Passafume moved that the Board approve rule 4729-5-30, as amended, for filing with CSI. The motion was seconded by Ms. Rudell and approved by the Board: Aye-5.

R-2018-024

Mr. Passafume moved that the Board approve the rules packet presented by Mr. McNamee. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-5/Nay-0/Abstain-1.

R-2018-025

The Board received an application for the Continuing Education Provider Status of Keith Posendek, RPh (03-3-34524) Lancaster, Ohio. Ms. Yarosh moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Wilt and approved by the Board: Aye-5.

R-2018-026

The Board received an application for the Continuing Education Provider Status of Laura Duvall, RPh (03-3-26707) Orient, Ohio. Ms. Yarosh moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Wilt and approved by the Board: Aye-5/Nay-0/Abstain-1.


R-2018-027


Ms. Rudell moved that the meeting be adjourned. The motion was seconded by Mr. Passafume and approved by the Board: Aye-5.

12:04 p.m.

The meeting was adjourned.


Fred M. Weaver, RPh, Vice President


Date


Steven W. Schierholt, Esq., Executive Director


Date