



**MINUTES OF THE NOVEMBER 13-14, 2017**  
**MEETING OF THE STATE OF OHIO BOARD OF PHARMACY**

**Monday, November 13, 2017**

**10:15 a.m.** The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

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

Megan E. Marchal, RPh and Michael A. Moné—Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Sarah Ackman, *Associate Legal Counsel*; Jenni Wai, *Chief Pharmacist*; Erin Reed, *Associate Legal Counsel*; Chad Garner, *Director of OARRS*; Yvonne Tertel, *Assistant Attorney General*; and Cameron McNamee, *Director of Policy and Communications*.

Mr. Wilt 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 Ms. Rudell and a roll-call vote was conducted by Vice President Weaver as follows: Cox-yes; Newlon-yes; Passafume-yes; Rudell-yes; Wilt-yes and Yarosh-yes.

**11:01 a.m.** The meeting reconvened in the Hearing Room.

Mr. Cox provided the PAPC Committee report.

Mr. Passafume and Ms. Reed provided Medical Marijuana Advisory Committee update.

Mr. Griffin provided the Compliance and Enforcement report.

Mr. Garner provided the OARRS/IT update.

Ms. Dehner provided the Legal report.

Ms. Galante provided the Licensing update.

**R-2018-125** The Board received an application for the Continuing Education Provider Status of **Jill Hope, RPh** (03-2-13850) Tremont City, Ohio. Mr. Passafume moved that the Continuing Education Provider



Status be approved. The motion was seconded by Mr. Newlon and approved by the Board: Aye-6.

**R-2018-126** The Board received an application for the Continuing Education Provider Status of **Stephen Burson, RPh** (03-1-20926) Columbus, Ohio. Mr. Newlon moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Wilt and approved by the Board: Aye-6.

**R-2018-127** The Board received an application for the Continuing Education Provider Status of **Georgianne Mazzoli, RPh** (03-3-23867) Lewis Center, Ohio. Mr. Passafume moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Newlon and approved by the Board: Aye-6.

**R-2018-128** The Board received an application for the Continuing Education Provider Status of **Nicholas Trego, RPh** (03-2-33981) Columbus, Ohio. Mr. Cox moved that the Continuing Education Provider Status be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-129** The Board received an application for the Continuing Education Provider Status of **Joleen Blacksten, RPh** (03-3-20125) Columbus, Ohio. Mr. Passafume moved that the Continuing Education Provider Status be approved. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.

**R-2018-130** The Board received a Practical Experience at a site other than a Terminal Distributor of Dangerous Drugs request, 4729:2-2-05, of **Layla Haykal** (06-015682) Centerville, Ohio. Mr. Passafume moved that the Board approve the specific request. The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

**R-2018-131** The Board received a Foreign Grad Intern Renewal request, 4729-3-04(B), of **Syed-Rehan Hussain** (06-013848) Columbus, Ohio. Mr. Cox moved that the Board approve the specific request with the exception that no additional extension requests will be approved. The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-132** The Board received a Foreign Grad Intern Renewal request, 4729-3-04(B), of **Mai Safi** (06-011962) Sylvania, Ohio. Mr. Passafume moved that the Board approve the specific request and the required hours must be completed by February 28, 2018 and no additional extension requests will be approved. The motion was seconded by Mr. Cox and approved by the Board: Aye-6.

**R-2018-133** The Board received a request for approval to Ohio Administrative Code Rule 4729-18-02(B)(1) office-based opioid treatment classification. Ms. Yarosh moved that the Board approve the request of **R. Health Matters/Barrington Arthurs, MD**. The motion was seconded by Mr. Newlon and approved by the Board: Aye-6.

**R-2018-134** The Board received a request for approval to Ohio Administrative Code Rule 4729-18-02(B)(1) office-based opioid treatment classification. Ms. Yarosh moved that the Board approve the request of **Shelby Health & Wellness Center/Dipali Desai, MD**. The motion was seconded by Mr. Newlon and approved by the Board: Aye-6.

**R-2018-135** The Board received a request for approval to Ohio Administrative Code Rule 4729-18-02(B)(1) office-based opioid treatment classification. Ms. Yarosh moved that the Board approve the request of **Mansfield Family Health/Keith Davis, MD**. The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-136** The Board received a request for approval to Ohio Administrative Code Rule 4729-18-02(B)(1) office-based opioid treatment classification. Mr. Passafume moved that the Board approve the request of **WBK Healthcare Services/Sanford Gordon, DO**. The motion was seconded by Mr. Newlon and approved by the Board: Aye-6.

**R-2018-137** The Board received a request for approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Dwight Mosley, MD** (35.092811) Pickerington, Ohio, be the Responsible Person for the following Pain Management Clinics:

Comprehensive Pain Specialist—Columbus, Ohio (02-2450800)  
Comprehensive Pain Specialist—Pickerington, Ohio (02-2790500)

After discussion, Mr. Wilt moved that the Board approve the request for a period of 1 year. The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-138** The Board received a request for approval to Ohio Administrative Code Rule 4729-5-11 (A)(1) requesting that **Kilee Yarosh, RPh** (03-2-24884) Jefferson, Ohio, be the Responsible Person for the following Pharmacies:

Steward Trumbull Memorial Hospital—Warren, Ohio (02-2734400)  
Steward Northside Medical Center—Youngstown, Ohio (02-2734350)

After discussion, Mr. Wilt moved that the Board approve the request for a period of 1 year. The motion was seconded by Mr. Passafume and approved by the Board: Aye-5/Abstain-1.

**R-2018-139** Ms. Yarosh moved that the Board adopt the following approvals of the Responsible Person Committee:

- a. **Robin Tuckerman Little, RPh (03-1-27547) Mentor, Ohio**
  - I. Walgreens #05820—*Mentor, OH* (02-1187600)
  - II. Diabetic Promotions—*Willowick, OH* (02-1380100)
- b. **Megan Odell, RPh (03-1-36236) Carmel, Ohio**
  - I. Assurance Health—*Wilmington, Ohio* (02-2783050)
  - II. Assurance Health—*Cincinnati, Ohio* (02-2625150)

The motion was seconded by Mr. Wilt and approved by the Board: Aye-6.

- R-2018-140** Mr. Cox moved that the Board approve the proposed updates to the Procedure for Changes in Drug Distributor Licensure Resolution presented by Ms. Galante. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.
- R-2018-141** Mr. Passafume moved that the Board approve the proposed updates to the Responsible Person Requirements Resolution presented by Ms. Galante. The motion was seconded by Ms. Rudell and approved by the Board: Aye-6.
- R-2018-142** Mr. Passafume moved that the Board adopt the following Resolution:

**OBOT License Extension for Applicants**

The Board hereby authorizes the Executive Director, or the Director's designee, to grant an extension of the licensure requirements in section 4729.553 of the Ohio Revised Code only if the facility has applied for a terminal distributor of dangerous drugs with an office-based opioid treatment facility license on or before November 30, 2017. Extensions issued in accordance with this resolution are only valid until January 15, 2018.

The motion was seconded by Ms. Yarosh and approved by the Board: Aye-6.

- 12:03 p.m.** The Board recessed for lunch.
- 1:06 p.m.** The meeting reconvened in the Hearing Room.
- Mr. Schierholt provided the Executive Director report.
- 1:10 p.m.** Ms. Dehner and Ms. Ackman led a discussion regarding hearing examiners.
- 2:00 p.m.** Mr. McNamee provided the Legislative Rules update.
- R-2018-143** Mr. Wilt moved that the Board adopt the following Resolution:

**Continuing Education for Pharmacists Providing Volunteer Health Care Services**

To meet the requirements of section 4745.04 of the Ohio Revised Code, the Board hereby adopts the following process for in-state approved providers of continuing pharmacy education for providing volunteer health care services:

*In-state providers seeking approval by the state board of pharmacy must demonstrate ability and willingness to monitor and report volunteer services for continuing pharmacy education provided in accordance with section 4745.04 of the Revised Code in a responsible manner and shall submit evidence of this on applications developed by the board. The minimal criteria include:*

*There shall be a program director charged with the administration of the continuing pharmacy education program and liaison with the board. The program director shall be a designated representative of the entity that provides health care services.*

*Providers shall award continuing pharmacy education credit to successful participants in units consisting of C.E.U.s and in accordance with the requirements of section 4745.04 of the Revised Code.*

*Providers shall maintain a list of the number and date of volunteer hours of participants' and the participants' Ohio license numbers for a five-year period to be made available to the board on request.*

*Providers shall upload, in a manner determined by the board, the number and date of volunteered hours of participants and the participants' license or registration number to the board of pharmacy.*

*Providers shall award a certificate to each successful participant containing at least the following information:*

*The name of the provider;*

*The completion date of the experience;*

*The name of the participant;*

*The title of the experience;*

*The number of C.E.U.s the experience has been assigned; and*

*The program or experience identification number according to the numbering system designated by the board.*

*All in-state providers shall provide, in a manner determined by the board, a provider program notice and list of successful participants and the participants' license or registration number, to the board no later than sixty days after the date of volunteer service is completed.*

*The board of pharmacy, upon receipt of evidence that any approved provider is presenting experiences not conforming to the requirements pursuant to this resolution may place a provider on probationary status or revoke such approval.*

*All C.E.U.s shall be awarded in half hour increments at the rate of 0.05 C.E.U.s for each thirty minutes spent providing health care services as a volunteer.*

To meet the requirements of section 4745.04 of the Ohio Revised Code, the Board hereby adopts the following definition as it relates to continuing pharmacy education for providing volunteer health care services:

*“One-third of a licensee’s continuing education requirement” as used in division (C) of section 4745.04 of the Revised Code, means the total number of required C.E.U.s for licensure renewal divided by three and rounded down to the nearest whole number.*

The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-144**

Mr. Wilt moved that the Board adopt the following Resolution:

**Appointment of the Hazardous Drug Compounding Rules Review Committee**

The Board hereby creates the Hazardous Drug Compounding Rules Review Committee for the purposes of reviewing and recommending rules on the compounding of hazardous drugs in a pharmacy and other compounding related rules as required. The following individuals are hereby appointed to the committee:

<b>Tony Buchta</b>	<b>Matt Buderer</b>
<b>Dan Karant</b>	<b>Andrea Kowalski</b>
<b>Kieu Okuley</b>	<b>James Paoletti</b>
<b>Matt Parriman</b>	<b>Michael Storey</b>
<b>Trey Tietz</b>	<b>Brad White</b>

The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-145**

Ms. Yarosh moved that the Board adopt the following Resolution:

**TOEFL for Pharmacy Technician Applicants**

Pharmacy technician applicants with a foreign school diploma equivalent to a U.S. high school diploma who have completed an associate's degree or higher from an accredited college, junior college, community college or university in the United States are not required to submit successful completion of Test of English as a Foreign Language, Internet-based test. In lieu of TOEFL scores, the applicant shall submit a copy of a diploma or transcript.

The motion was seconded by Mr. Passafume and approved by the Board: Aye-6.

**R-2018-146**

Ms. Yarosh moved that the Board approve Rule 4729-17-11 for filing with JCARR. The motion was seconded by Mr. Cox and approved by the Board: Aye-6.

**2:56 p.m.**

The Board recessed briefly.

**3:13 p.m.**

The meeting reconvened in the Hearing Room.

**R-2018-147** Mr. Wilt moved that the Board allow the Executive Director to preside in the absence of the President. The motion was seconded by Ms. Rudell and approved by the Board: Aye-5.

Mr. Wilt 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 Vice President Weaver as follows: Cox-yes; Passafume-yes; Rudell-yes; Wilt-yes and Yarosh-yes.

**5:05 p.m.** Executive Session concluded and the Board recessed for the day.

**Tuesday, November 14, 2017**

**9:00 a.m.** The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, with the following members present:

Megan E. Marchal, RPh, Presiding; Joshua M. Cox, RPh; Richard J. Newlon, Public Member; Curtis L. Passafume, Jr., RPh; Jennifer M. Rudell, RPh; Fred M. Weaver, RPh; Shawn C. Wilt, RPh; and Kilee S. Yarosh.

Michael A. Moné—Absent.

**R-2018-148** Mr. Weaver moved that the October 10, 2017, Meeting Minutes be approved as written. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

**R-2018-149** Mr. Wilt moved that the October 19, 2017, Conference Call Minutes be approved as written. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.

**R-2018-150** Mr. Passafume moved that the November 1, 2017, Conference Call Minutes be approved as written. The motion was seconded by Mr. Newlon and approved by the Board: Aye-7.

**R-2018-151** Ms. Marchal announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:  
CASE No. 2016-1664**

**Franklin Twp. Fire & Rescue Squad**  
c/o Alice Frazier, DO  
272 Hospital Road  
Chillicothe, Ohio 45601  
**License No. 02-0363250**

### **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 Franklin Twp. Fire & Rescue Squad, for the purpose of resolving all issues between the parties relating to the Board investigation of expired medication in their drug stock. Together, the Board and Franklin Twp. Fire & Rescue Squad 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. Franklin Twp. Fire & Rescue Squad is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0363250.

#### **FACTS**

1. On or about June 21, 2016, the Board initiated an investigation of Franklin Twp. Fire & Rescue Squad, Terminal Distributor of Dangerous Drugs license number 02-0363250, related to Franklin Twp. Fire & Rescue Squad’s expired medication in their drug stock.
2. On or about June 29, 2017, the Board sent a Notice of Opportunity for Hearing to Franklin Twp. Fire & Rescue Squad, 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. Franklin Twp. Fire & Rescue Squad neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 29, 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. Franklin Twp. Fire & Rescue Squad TDDD license number 02-0363250 is placed on probation for a period of three years from the effective date of this agreement.



4. No later than 30 days from the effective date of this Agreement, Franklin Twp. Fire & Rescue Squad must retain a Board-approved Pharmacist Consultant for a period of three years. The consultant must submit semi-annual reports to the Board detailing Franklin Twp. Fire & Rescue Squad compliance with Board rules and regulations, the first report is due May 10, 2018. Reports must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Franklin Twp. Fire & Rescue Squad agrees to pay to the Board a monetary penalty in the amount of \$1,500.00, 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, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
  - a. The Board hereby suspends the entire \$1,500.00 monetary penalty on the condition that Franklin Twp. Fire & Rescue Squad successfully completes its three-year probationary period and the Board-approved Pharmacist Consultant reports are satisfactory and/or any identified issues are resolved so as to place Franklin Twp. Fire & Rescue Squad in compliance with the Board's rules and regulations.
  - b. In the event the three-year probationary period is not successfully concluded and/or any issues identified in the Board-approved Pharmacist Consultant reports are not resolved so as to put Franklin Twp. Fire & Rescue Squad in compliance with the Board's rules and regulations, the Board will notify Franklin Twp. Fire & Rescue Squad and demand payment of the \$1,500.00 penalty within 30 days.
6. Franklin Twp. Fire & Rescue Squad 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. Franklin Twp. Fire & Rescue Squad 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 Franklin Twp. Fire & Rescue Squad 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 Franklin Twp. Fire & Rescue Squad by the Board and will NOT discharge Franklin Twp. Fire & Rescue Squad from any obligation under the terms of this Agreement.
8. Franklin Twp. Fire & Rescue Squad agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Franklin Twp. Fire & Rescue Squad 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 Franklin Twp. Fire & Rescue Squad will operate.
  11. Franklin Twp. Fire & Rescue Squad waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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-2018-152**

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

**IN THE MATTER OF:  
CASE No. 2015-1766**

**Jefferson Twp. Fire & Rescue, Inc.**  
c/o Alice Frazier, DO  
272 Hospital Road  
Chillicothe, Ohio 45601  
**License No. 02-0326700**

**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 Jefferson Twp. Fire & Rescue, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of expired medications, missing drug stock and failure to have a copy of their protocols on site. Together, the Board and Jefferson Twp. Fire & Rescue, 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. Jefferson Twp. Fire & Rescue, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0326700.

**FACTS**

1. On or about September 14, 2015, the Board initiated an investigation of Jefferson Twp. Fire & Rescue, Inc., Terminal Distributor of Dangerous Drugs license number 02-0326700, related to Jefferson Twp. Fire & Rescue, Inc.'s expired medications, missing drug stock and failure to have a copy of their protocols on site.
2. On or about June 29, 2017, the Board sent a Notice of Opportunity for Hearing to Jefferson Twp. Fire & Rescue, 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. Jefferson Twp. Fire & Rescue, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 29, 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. Jefferson Twp. Fire & Rescue, Inc.'s TDDD license number 02-0326700 is placed on probation for a period of three years from the effective date of this agreement.
4. No later than 30 days from the effective date of this Agreement, Jefferson Twp. Fire & Rescue, Inc. must retain a Board-approved Pharmacist Consultant for a period of three years. The consultant must submit semi-annual reports to the Board detailing Jefferson Twp. Fire & Rescue, Inc.'s compliance with Board rules and regulations, the first report is due May 10, 2018. Reports must be e-mailed to [legal@pharmacy.ohio.gov](mailto:legal@pharmacy.ohio.gov).
5. Jefferson Twp. Fire & Rescue, Inc. agrees to pay to the Board a monetary penalty in the amount of \$1,500.00, 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, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
  - a. The Board hereby suspends the entire \$1,500.00 monetary penalty on the condition that Jefferson Twp. Fire & Rescue, Inc. successfully completes its three-year probationary period and the Board-approved Pharmacist Consultant reports are satisfactory and/or any identified issues are resolved so as to place Jefferson Twp. Fire & Rescue, Inc. in compliance with the Board's rules and regulations.

- b. In the event the three-year probationary period is not successfully concluded and/or any issues identified in the Board-approved Pharmacist Consultant reports are not resolved so as to put Jefferson Twp. Fire & Rescue, Inc. in compliance with the Board's rules and regulations, the Board will notify Jefferson Twp. Fire & Rescue, Inc. and demand payment of the \$1,500.00 penalty within 30 days.
6. Jefferson Twp. Fire & Rescue, 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.
7. Jefferson Twp. Fire & Rescue, 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 Jefferson Twp. Fire & Rescue, 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 Jefferson Twp. Fire & Rescue, Inc. by the Board and will NOT discharge Jefferson Twp. Fire & Rescue, Inc. from any obligation under the terms of this Agreement.
8. Jefferson Twp. Fire & Rescue, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Jefferson Twp. Fire & Rescue, Inc. 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 Jefferson Twp. Fire & Rescue, Inc. will operate.
11. Jefferson Twp. Fire & Rescue, Inc. waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.

**R-2018-153**

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

**IN THE MATTER OF:  
CASE NO. 2017-1715**

**William Puckett, RPh**  
6245 Talaria Drive  
Windermere, FL 34786  
**License No. 03-1-09094**

**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 William Puckett, for the purpose of resolving all issues between the parties relating to the OSBP investigation of William Puckett's failure to obtain the required amount of continuing education units. Together, OSBP and William Puckett 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. William Puckett is a licensed pharmacist under license number 03-1-09094.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by William Puckett, pharmacist license number 03-1-09094. The audit showed he failed to complete the required hours.
2. On or about September 28, 2017, the OSBP sent a Notice of Opportunity for Hearing to William Puckett, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

**TERMS**

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

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

2. William Puckett neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 28, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands William Puckett.
4. William Puckett agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. William Puckett must obtain, within 90 days from the effective date of this Agreement, 13.5 hours of approved continuing pharmacy education (1.35 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).
6. William Puckett agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. William Puckett understands that he has the right to be represented by counsel for review and execution of this agreement.
8. William Puckett agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
9. William Puckett waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2018-154**

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

**IN THE MATTER OF:  
CASE NO. 2017-1691**

**Mark Ferencak, RPh**

PO Box 173  
Chesterland, Ohio 44026  
**License No. 03-1-27401**

**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 Mark Ferencak, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Mark Ferencak's failure to obtain the required amount of continuing education units. Together, OSBP and Mark Ferencak 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. Mark Ferencak is a licensed pharmacist under license number 03-1-27401.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Mark Ferencak, pharmacist license number 03-1-27401. The audit showed he failed to complete the required hours.
2. On or about October 13, 2017, the OSBP sent a Notice of Opportunity for Hearing to Mark Ferencak, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

**TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Mark Ferencak neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 13, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Mark Ferencak.

4. Mark Ferencak agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Mark Ferencak agrees to complete 34 hours of approved continuing pharmacy education (3.4 CEUs). Proactively, Mark Ferencak completed 15 hours (1.5 CEUs) after the Request for Evidence of Completion of Continuing Education letter was mailed. Therefore, Mark Ferencak must obtain, within 90 days from the effective date of this Agreement, **19 hours (1.9 CEUs)**. The 34 hours required by this agreement 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).
6. Mark Ferencak agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Mark Ferencak understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Mark Ferencak agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
9. Mark Ferencak waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2018-155**

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

**IN THE MATTER OF:  
CASE NO. 2017-1702**

**Roy Bleisath**  
14620 Noble Hill Road  
Pleasant City, Ohio 43772  
**License No. 03-1-08219**



**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 Roy Bleisath, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Roy Bleisath's failure to obtain the required amount of continuing education units. Together, OSBP and Roy Bleisath 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. Roy Bleisath is a licensed pharmacist under license number 03-1-08219.

**FACTS**

1. The OSBP initiated an audit of continuing education units completed by Roy Bleisath, pharmacist license number 03-1-08219. The audit showed he failed to complete the required hours.
2. On or about October 13, 2017, the OSBP sent a Notice of Opportunity for Hearing to Roy Bleisath, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

**TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Roy Bleisath neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 13, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Roy Bleisath.
4. Roy Bleisath agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed

form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Roy Bleisath must obtain, within 90 days from the effective date of this Agreement, 4 hours of approved continuing pharmacy education (0.4 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).

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

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

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

9. Roy Bleisath waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.

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

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

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

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**R-2018-156**

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

**IN THE MATTER OF:  
CASE NO. 2017-1710**

**Ireatha Flagg Hollie**  
850 Miami Street  
Toledo, Ohio 43605  
**License No. 03-1-09112**

**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 Ireatha Flagg Hollie, for the purpose of resolving all issues between the parties relating

to the OSBP investigation of Ireatha Flagg Hollie's failure to obtain the required amount of continuing education units. Together, OSBP and Ireatha Flagg Hollie 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. Ireatha Flagg Hollie is a licensed pharmacist under license number 03-1-09112.

### **FACTS**

1. The OSBP initiated an audit of continuing education units completed by Ireatha Flagg Hollie, pharmacist license number 03-1-09112. The audit showed she failed to complete the required hours.
2. On or about October 13, 2017, the OSBP sent a Notice of Opportunity for Hearing to Ireatha Flagg Hollie, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

### **TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Ireatha Flagg Hollie neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 13, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The Ohio State Board of Pharmacy hereby reprimands Ireatha Flagg Hollie.
4. Ireatha Flagg Hollie agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.

5. Ireatha Flagg Hollie must obtain, within 90 days from the effective date of this Agreement, 5 hours of approved continuing pharmacy education (0.5 CEUs) in, 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).
6. Ireatha Flagg Hollie agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Ireatha Flagg Hollie understands that she has the right to be represented by counsel for review and execution of this agreement.
8. Ireatha Flagg Hollie agrees and acknowledges that this OSBP disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which she currently holds a professional license, including to the OSBP on renewal applications or applications for a new license.
9. Ireatha Flagg Hollie waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

**R-2018-157**

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

**IN THE MATTER OF:  
CASE NO. 2017-1706**

**Doris Ihab Habashi, RPh**  
29050 Weybridge Drive  
Westlake, Ohio 44145  
**License No. 03-1-28561**

**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 Doris Ihab Habashi, for the purpose of resolving all issues between the parties relating to the OSBP investigation of Doris Ihab Habashi's failure to obtain the required amount of continuing education units. Together, OSBP and Doris Ihab Habashi 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. Doris Ihab Habashi is a licensed pharmacist under license number 03-1-28561.

### **FACTS**

1. The OSBP initiated an audit of continuing education units completed by Doris Ihab Habashi, pharmacist license number 03-1-28561. The audit showed she failed to complete the required hours.
2. On or about October 13, 2017, the OSBP sent a Notice of Opportunity for Hearing to Doris Ihab Habashi, which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.

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

### **TERMS**

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Doris Ihab Habashi neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 13, 2017; however, the OSBP has evidence sufficient to sustain the allegations and hereby adjudicates the same.
3. The State of Ohio Board of Pharmacy hereby reprimands Doris Ihab Habashi.
4. Doris Ihab Habashi agrees to pay to the Board a monetary penalty in the amount of \$250.00, by means of a cashier's check made payable to "Treasurer, State of Ohio," mailed with the enclosed form to the Board, 77 South High Street, 17<sup>th</sup> Floor, Columbus, Ohio 43215-6126, no later than 30 days from the effective date of this Agreement.
5. Doris Ihab Habashi must obtain, within 90 days from the effective date of this Agreement, 4.0 (40 hours) units of approved general continuing pharmacy education, 0.4 (4 hours) units of approved continuing pharmacy education in patient safety and 0.2 (2 hours) of approved

continuing pharmacy education in jurisprudence (law), all of 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).

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

7. Doris Ihab Habashi understands that she has the right to be represented by counsel for review and execution of this agreement.

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

9. Doris Ihab Habashi waives any request for a hearing in this matter and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code, and specifically waives any right to an appeal.

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

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

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

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**9:06 a.m.**

Mr. McNamee continued the Legislative Rules update.

**R-2018-158**

Mr. Wilt moved that the Board adopt the following Resolutions:

#### **Approval of Immunization Coursework**

The Board hereby approves all immunization coursework that meets the requirements set forth in rule 4729-5-36 of the Ohio Administrative Code and waives the submission process set forth in paragraph (B) of the rule. However, the Board does reserve the right to revoke this approval status.

Any coursework requested for review by the Board must be submitted with ten days of the receipt of a written request. Failure to do so, will result in the immediate revocation the course's approval status.

#### **New Immunization Recommended by ACIP**

Pharmacists and pharmacy interns seeking to administer any new immunization recommended by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control

and Prevention that was not covered by their initial immunization certification shall, at a minimum, conduct a review of appropriate clinical resources to familiarize themselves with all the following prior to the administration of the immunization:

- (1) Disease states associated with the immunization;
- (2) Type or nature of activity of the immunization;
- (3) Appropriate administration schedules;
- (4) Appropriate routes of administration;
- (5) Appropriate injection sites;
- (6) Appropriate dosages;
- (7) Appropriate monitoring and treatment of the patient for adverse reactions;
- (8) Appropriate patient populations;
- (9) Precautions and contraindications; and
- (10) Proper storage requirements for the immunization.

Failure to adhere to the appropriate standard of care for administration of an immunization may result disciplinary action by the Board.

The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

**R-2018-159** Mr. Cox moved that the Board amend Rules 4729:3-5-02 and 4729:3-3-02. The motion was seconded by Mr. Wilt and approved by the Board: Aye-6/Nay-1.

**R-2018-160** Mr. Passafume moved that the Outpatient Pharmacy Rules packet, less Rule 4729:5-5-13, be approved for filing with CSI. The motion was seconded by Mr. Weaver and approved by the Board: Aye-7.

**11:42 a.m.** The Board recessed briefly.

**11:56 a.m.** The meeting reconvened in the Hearing Room.

**R-2018-161** Mr. Wilt moved that the Board adopt the following denials of the Board's Responsible Person Committee:

- a. Michael Stretanski, DO
- b. Basically Beautiful Faces, LTD

The motion was seconded by Ms. Yarosh and approved by the Board: Aye-7.

**R-2018-162**

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

**IN THE MATTER OF:  
CASE NO. 2015-1994**

**Ryan Griffin**  
3210 East 71st Street  
Indianapolis, IN 46220  
**License No. 03-2-32602**

**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 Ryan Griffin, for the purpose of resolving all issues between the parties relating to the Board investigation of the violation of the Board's Order dated March 3, 2016. Together, the Board and Ryan Griffin 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. Ryan Griffin is an Ohio-licensed pharmacist under license number 03-2-32602.

**FACTS**

1. On or about February 22, 2017, the Board initiated an investigation of Ryan Griffin, pharmacist license number, related to Ryan Griffin's violation of the Board's Order dated March 3, 2016.
2. On or about May 10, 2017, the Board sent a Notice of Opportunity for Hearing to Ryan Griffin, 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 June 1, 2017, Ryan Griffin timely requested an administrative hearing, which was subsequently scheduled for November 13, 2017.

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

**TERMS**

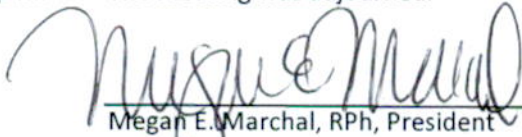


NOW THEREFORE, in consideration of the mutual promises herein expressed, the parties knowingly and voluntarily agree as follows:

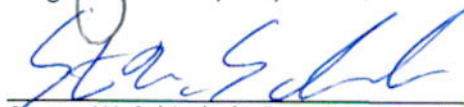
1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
  2. Ryan Griffin neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 10, 2017; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
  3. **RYAN GRIFFIN PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS LICENSE AND REGISTRATION TO PRACTICE PHARMACY, LICENSE NO. 03-2-32602, WITH DISCIPLINE PENDING.**
  4. **Ryan Griffin agrees to immediately return his license and wall certificate to the Board, if the Board is not already in possession of both.**
  5. **Ryan Griffin 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.**
  6. Ryan Griffin agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
  7. Ryan Griffin understands that he has the right to be represented by counsel for review and execution of this agreement.
  8. Ryan Griffin agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
  9. Ryan Griffin waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws his request for a hearing in this matter and waives any right to an appeal.
  10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
  11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
  12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
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- R-2018-163 Ms. Marchal announced the Notice of Opportunity for Hearing issued to **Progressive Health & Rehab** is hereby dismissed.
- R-2018-164 Ms. Marchal announced the Notice of Opportunity for Hearing issued to **Neil Frasca, RPh** is hereby dismissed.
- R-2018-165 Ms. Marchal announced the Notice of Opportunity for Hearing issued to **Andrea Manning, RPh** is hereby dismissed.
- R-2018-166 Ms. Marchal announced the Notice of Opportunity for Hearing issued to **Jean Alexis, RPh** is hereby dismissed.
- R-2018-167 Mr. Weaver moved that the Board approve the modification to the Board’s Order dated February 28, 2013, issued to **Justin Bracken, RPh**. The motion was seconded by Mr. Passafume and approved by the Board: Aye-7.
- R-2018-168 Mr. Passafume moved that the Board Meeting be adjourned. The motion was seconded by Mr. Cox and approved by the Board: Aye-7.

12:04 p.m. The meeting was adjourned.

  
 \_\_\_\_\_  
 Megan E. Marchal, RPh, President

12/12/17  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Steven W. Schierholt, Esq., Executive Director

12/12/17  
 \_\_\_\_\_  
 Date

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, 31<sup>st</sup> Floor of the Vern Riffe Center for the Government and the Arts:

JOHN ANDREW ALLEN	KENTUCKY
AHMED MOHAMED ELSAYED ALY	MICHIGAN
DANIEL WINSTON AMOH	TEXAS
EMMANUEL AWAH	KENTUCKY
JEAN MARIE BICKEL	NEW JERSEY
KIMBERLY A. BOOTHE	CONNECTICUT
AARON WADE BUTERBAUGH	VIRGINIA
CHUAN TAEK CHAI	KENTUCKY
AMBER MARIE CONRAD	WEST VIRGINIA
DONALD FRANCESCO DAQUILA	MARYLAND
BREANNE DEMARCO	PENNSYLVANIA
NAOMI DIGIANTONIO	IOWA
DAVID EARL FLYNN	WEST VIRGINIA
JACOB SCOTT HEFNER	SOUTH CAROLINA
FODAY KAMARA	KENTUCKY
JEFFREY J. KIMMELL	INDIANA
KATHERINE ELLEN KING	WEST VIRGINIA
ISSOUF KONE	ARIZONA
LAURA REBEKAH KROON	KENTUCKY
SOLOMON KUMARRA	DISTRICT OF COLUMBIA
CARMALITA M. LANDRY	TEXAS
ANDREW MAC	MICHIGAN
CASEY COMBS MAY	KENTUCKY
KHAJA MOHIUDDIN MOHAMMED	WEST VIRGINIA
ALYSIA MARIKO OSUGI	DISTRICT OF COLUMBIA
JAMES ANTHONY PAONE	PENNSYLVANIA
JILL DINESH PATEL	NEW JERSEY
TRISHNA B. PATEL	MICHIGAN
RATNA C. ROMAN	MICHIGAN
BRIAN R. RUPP	PENNSYLVANIA
ANDREW ROBERT SCOTT	WEST VIRGINIA
ROBERT WILLIAM SEILHAMER JR.	KENTUCKY
AMANDA MAE SHIVE	WEST VIRGINIA
ERIC TODD SLAYTON	KENTUCKY
ADNEW MAMO WORKNEH	VIRGINIA
PAULA JEAN YOUNG	PENNSYLVANIA