



MINUTES OF THE JUNE 7—JUNE 9, 2021
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, June 7, 2021

9:00 a.m. Acting under the authority Section 12 of Substitute House Bill number 197 of the 133rd General Assembly, effective November 22, 2020, the State of Ohio Board of Pharmacy convened for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

Jennifer M. Rudell, RPh, *Presiding*; Trina L. Buettner, RPh; Joshua M. Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, *RPh*; and Donald R. Miller, RPh, and Shawn C. Wilt, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Amy Bigham, *OARRS Business Data Analyst*; Blair Cathcart, *Director of Information Services*; Jonathan Brown, *Software Development Specialist*; Michael Clark, *IT Administrator*; Brenda Cooper, *Executive Assistant*; Paula Eonomus, *Administrative Assistant*; Kevin Flaharty, *Central Agent in Charge*; Chad Garner, *Director of OARRS*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Administrative Assistant*; Laura Lamping, *Information Technologist 2*; Sharon Maerten-Moore, *Director of Medical Marijuana Operations*; Justin Sheridan, *Senior Legal Counsel*; and Michelle Siba, *Senior Legal Counsel*.

9:01 a.m. Mr. Schierholt presented the Annual Employee Awards. The following employees were honored: Customer Service Award – Laura Lamping, Information Technologist; Investigator of the Year – Keenan Reese, Southeast Agent; President’s Award – Kevin Flaharty, Central Agent-in-Charge.

9:06 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **David Duff, Knoxville, TN**.

R-2021-0655 Mr. Cox moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

10:12 a.m.

The deliberation ended and the hearing was opened to the public.

R-2021-0656

After votes were taken in public session, the Board adopted the following order in the Matter of **David Duff, Knoxville, TN.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2019-0529)

In The Matter Of:

David Duff
7200 Settlers Path Lane
Knoxville, TN 37920-9614
License No. 06-015032

INTRODUCTION

The Matter of David Duff came for hearing on June 7, 2021, before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

David Duff was represented by Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. David Duff- Respondent

Respondent's Witnesses:

1. David Duff- Respondent
2. Andy Pierron- RPh, PRO Executive Director

State's Exhibits:

- A. Pre-Board Order Meeting Logs
- B. PRO Contract (June 11, 2020)
- C. Quarterly Report to PRO (Jul. 2, 2020)
- D. Quarterly Report to PRO (Oct. 1, 2020)
- E. Quarterly Report to PRO (Jan. 1, 2021)
- F. Quarterly Report to PRO (Mar. 31, 2021)
- G. Court Compliance Documents

Respondent's Exhibits:

- A. Notice Letter
- B. Board Order
- C. Scheduling Order

FINDINGS OF FACT & DECISION OF THE BOARD

After having heard the testimony, observed the demeanor of the witnesses, considered the evidence, and weighed the credibility of each, the Board finds that David Duff has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2019-0529 dated May 20, 2020.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby approves the reinstatement of the intern license no. 06-015032, held by David Duff to practice pharmacy in Ohio. David Duff's license to practice pharmacy as an intern in Ohio is subject to a period of probation for five years beginning on the effective date of this Order, with the remainder of the probationary period, upon successful application, transferring to David Duff's pharmacist license. Probationary terms include the following conditions:

1. David Duff must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. David Duff should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject David Duff to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - a. Random, **observed** urine drug screens shall be conducted at least once each month.
 - b. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - c. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.
 - d. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.

- e. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the David Duff in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
2. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - a. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - b. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. David Duff shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request David Duff reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. David Duff shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of probation. The Board shall treat any such refusal as a violation of the Board's Order and request David Duff reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. David Duff must submit quarterly progress reports to the Board (due January 10, April 10, July 10, and October 10 of each year of probation) that include:
 - a. The written report and documentation provided by the treatment program pursuant to the contract, and
 - b. A written description of David Duff's progress towards recovery and what David Duff has been doing during the previous three months, and
 - c. Proof of compliance with all terms of probation, the monitoring contract, including all terms in OAC Rule 4729:4-1-04, and proof of compliance with treatment, if applicable.
6. David Duff must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which David Duff holds a professional license or applies for a professional license, and all persons that provide David Duff chemical

dependency treatment or monitoring, during the effective period of this order or agreement.

7. Other terms of probation are as follows:
 - a. In order to accomplish the urine drug screen requirements as set forth in the Board Order herein and/or the monitoring contract, David Duff must meet the daily call-in requirements of the testing center or call-in requirements as otherwise proscribed by the treatment monitor.
 - b. David Duff must meet at least annually with the Board's Probation Committee, the first meeting to be held in June 2022. Additional periodic appearances may be requested.
 - c. The State of Ohio Board of Pharmacy hereby declares that David Duff's pharmacist intern license is not in good standing and, if converted to a pharmacist license, David Duff's pharmacist license is not in good standing for the duration of the probation term, and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to Division 4729:2 of the Ohio Administrative Code.
 - d. David Duff must obtain prior approval of the board or the board's probation committee of departures or absences in excess of ten days from the country. Periods of departure or absence shall not change the probationary term, unless otherwise determined by motion of the board or the board's probation committee. For absences of three months or longer, the board or its probation committee may toll the length of probation, other than in instances where the board or its probation committee can be assured that probationary monitoring is otherwise being performed.
 - e. If converted to a pharmacist license, David Duff may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - f. If converted to a pharmacist license, David Duff may not engage in a consult agreement, unless approved by the board.
 - g. David Duff may not destroy, assist in, or witness the destruction of controlled substances.
 - h. David Duff may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - i. David Duff must not violate the drug laws of Ohio, any other state, or the federal government.
 - j. David Duff must abide by the rules of the State of Ohio Board of Pharmacy.

- k. David Duff must comply with the terms of this Order.
 - l. David Duff's intern and/or pharmacist license is deemed not in good standing until successful completion of the probationary period.
 - m. David Duff must provide continuing authorization for disclosure by the monitor and treatment provider (when applicable) to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for those individuals to fulfill their duties.
8. When deemed appropriate by the Board, David Duff must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 9. David Duff may not request modifications to probationary terms for at least three years, however, limited, isolated deviations may be granted with approval by the Board, in exceptional circumstances.
 10. David Duff must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject David Duff to possible additional sanctions, including and up to revocation of license.
 11. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of David Duff's license.
 12. Periods during which David Duff is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

At the conclusion of the probationary period, the Board will issue a letter indicating whether probation has been successfully completed. If the Board determines probation has not been successfully completed, it will issue a notice of opportunity for hearing to David Duff.

Shawn Wilt moved for Findings of Fact and Decision of the Board; Megan Marchal seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

10:22 a.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Derek Smoody, Columbus, Ohio.**

R-2021-0657

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

11:25 a.m.

The deliberation ended and the hearing was opened to the public.

R-2021-0658

After votes were taken in public session, the Board adopted the following order in the Matter of **Derek Smoody, Columbus, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0182)

In The Matter Of:

Derek Smoody, RPh
3935 Rue de Brittany
Columbus, Ohio 43221
(Suspended License no. 03-233995)

INTRODUCTION

On March 4, 2020, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Derek Smoody via certified mail, return receipt requested to Respondent's address of record. On or about April 18, 2020, the Notice was returned to the Board "Unclaimed". Consistent with Chapter 119. of the Ohio Revised Code (ORC), on or about September 29, 2020, the Notice was issued to Respondent's address of record via Certificate of Mailing. It was not returned for failure of delivery. Pursuant to ORC Section 119.07, Respondent had a right to a hearing if requested within thirty days of the mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on June 7, 2021, before the following members of the Board: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Donald Miller III, RPh; and Shawn Wilt, RPh.

Respondent was not present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Paul Schad, Board Compliance Agent

Respondent's Witnesses:

1. N/A

State's Exhibits:

- 1(a). Notice Letter
- 1(b). Notice Letter (Resent)
- 1(c). Service in Transit
- 1(d). Service Unclaimed
- 1(e). Certificate of Mailing
2. Statement of Ryan Hemmer
3. Statement of Ashley Patton
4. Perpetual Inventory Hydromorphone 500 mg (50 ml – 10 mg/ml)
5. Perpetual Inventory Hydromorphone 50 mg (50 ml – 1 mg/ml)
6. Perpetual Inventory Hydromorphone 30 mg (30 ml – 1 mg/ml)
7. All Hydromorphone Orders
8. Compounding Records
9. Medi-Dispense Schedule II restock
10. Photo of Controlled Drug Cabinet

Respondent's Exhibits:

- A. N/A

FINDINGS OF FACT

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

1. From on or about November 8, 2019 to on or about February 27, 2020, perpetual inventory records at Select Specialty Hospital, located at 1087 Dennison Avenue, Columbus, Ohio, where Derek Smoody was employed as a pharmacist, indicated Derek Smoody documented the removal and use of hydromorphone 500 mg vials that were not associated with a prescriber order. There had not been an order for hydromorphone IV infusion since prior to August 1, 2019 and the most recent order for hydromorphone PCA syringe was October 29, 2019.
 - a. Derek Smoody documented the removal of 22 vials of hydromorphone 500 mg injection for compounding of seven hydromorphone IV infusions

and seven hydromorphone PCA. This equates to 560 mg of hydromorphone for compounding and 10,440 mg of hydromorphone that is unaccounted for.

- b. There was no documentation of witnessed waste of leftover hydromorphone.
 - c. On several dates, Derek Smoody documented the removal of a 500 mg vial then adjusted "1" to "2" and indicated a vial was dropped and destroyed or the vial was "cloudy" and needed destroyed.
2. Pharmacy records show that Derek Smoody did not place any of the compounded hydromorphone PCA syringes or IV infusions you documented as being compounded into the hospital Med-Dispense (automated drug storage), per hospital policy, since prior to November 8, 2019.
 3. Six hydromorphone 30 mg/30 ml PCA syringes and four hydromorphone 50 mg/50 ml IV infusion bags, documented as compounded by Derek Smoody, were found in the pharmacy's expired controlled substances bin.
 4. On or about February 27, 2020, Derek Smoody admitted to hospital staff:
 - a. Derek Smoody compounded PCA and IV infusions for patient orders that were already in house or were potential admissions to the hospital. However, a review of records indicated that no patients warranted the compounding of these drugs.
 - b. Derek Smoody did not place the PCAs or IV infusions in the Med-Dispense. Derek Smoody left them in the pharmacy or placed them in the pharmacy's expired bin. This was a mistake.
 - c. The blood stains on the perpetual inventory logs were the result of nose bleeds.
 - d. Derek Smoody did not have a witness for waste during compounding.
 5. On or about February 27, 2020, Derek Smoody was escorted to MedColumbus for a drug screen pursuant to hospital policy.
 - a. Two black rubber bands were observed around Derek Smoody's leg.
 - b. A staff member reported injection marks were observed on Derek Smoody's veins on his hands and forearm.
 - c. Derek Smoody refused to provide a urine sample and submitted his resignation.

CONCLUSIONS OF LAW

1. Such conduct as set forth in paragraphs the Findings of Fact, constitutes a violation of Section 2925.11(A) of the ORC, aggravated possession of drugs, a Schedule II controlled substance, in an amount equal to or exceeding 50

times the bulk amount but less than 100 times the bulk amount, a felony of the first degree.

2. Such conduct as set forth in paragraphs the Findings of Fact, constitutes a violation of Section 2925.22(A) of the ORC, deception to obtain dangerous drugs, a Schedule II controlled substance, in an amount equal to or exceeding 50 times the bulk amount, a felony of the first degree.
3. Such conduct as set forth in paragraphs the Findings of Fact, each constitute a violation of Section 2925.23 of the ORC, illegal processing of a Schedule II drug document, each a felony of the fourth degree.
4. Such conduct as set forth in paragraphs the Findings of Fact, constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug, a felony of the fourth degree.
5. Such conduct as set forth in the Findings of Fact, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019, each violation constituting a minor misdemeanor:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this Chapter, sections 3715.75 to 3715.72 of the Revised Code, Chapter 2925. or 3719. of the Revised Code, or any rule adopted by the board under those provisions, ORC 4729.16(A)(2)(e); and
 - d. Engaged in any conduct for which the board may imposed discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
6. Such conduct as set forth in the Findings of Fact, constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective May 1, 2018:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of Chapter 4729. of the Revised Code, sections 3715.52 to 3715.72 of the Revised Code, Chapter 2925., 3796., 3719. Or 4752. of the Revised Code, or any rule adopted by the board under those provisions, OAC Rule 4729:1-4-01(B)(2)(e); and
 - c. Violated any state or federal law, regulation or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations such as parking violations, speeding tickets and violations

such as failure to obey a red light, failure to use a turn signal or expired vehicle registration, OAC Rule 4729:1-4-01(B)(2)(m).

DECISION OF THE BOARD

Pursuant to Section 3719.121 of the Ohio Revised Code, the State Board of Pharmacy hereby removes the Summary Suspension Order issued to Derek Smoody on March 4, 2020.

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State Board of Pharmacy hereby suspends indefinitely the pharmacist license no. 03-233995 held by Derek Smoody and such suspension is effective as of the date of the mailing of this Order.

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

Further, after three years from the effective date of this Order, the Board will consider any petition filed by Derek Smoody for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy in Ohio if the following conditions have been met:

1. Derek Smoody must maintain a current address with the Board throughout the duration of the suspension.
2. Derek Smoody must enter into and adhere to the terms of a **new** contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Derek Smoody should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract and/or monitoring contract will be considered a violation of the Board's Order and subject Derek Smoody to potential sanctions up to and including revocation of license. The monitoring contract must provide that:
 - f. Random, **observed** urine drug screens shall be conducted at least once each month.
 - g. The urine sample must be given within twelve hours of notification. The urine drug screen must include testing for creatinine or specific gravity of the sample as the dilutional standard.
 - h. Alcohol and Ethyl Glucoronide (ETG) must be added to the standard urine drug screen.
 - i. Results of all drug screens must be negative. Refusal of a drug screen or a diluted drug screen is equivalent to a

- positive result. Any positive results, including those which may have resulted from ingestion of food, but excluding false positives which resulted from medication legitimately prescribed, indicates a violation of the contract.
- j. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Derek Smoody in a timeframe consistent with the drug lab's recommended policy, but in any event no later than 12 days after the negative diluted screen.
 - k. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - l. Attendance is required a minimum of three times per calendar week (Sunday through Saturday) on separate days, at an Alcoholics Anonymous, Narcotics Anonymous, and/or similar support group meeting.
 - m. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Derek Smoody shall not refuse an employer provided drug or alcohol screen. If the Board becomes aware of any positive drug or alcohol screen results that were obtained in the course of employment or any mechanism other than via the signed contract with ODMHAS, the Board shall treat these results as a violation of the Board's Order and request Derek Smoody reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. In order to accomplish the urine drug screen requirements as set forth in the Board Order herein and/or the monitoring contract, Derek Smoody must meet the daily call-in requirements of the testing center or call-in requirements as otherwise proscribed by the treatment monitor.
 5. Derek Smoody shall not refuse a breathalyzer or other drug testing requested by law enforcement during the duration of suspension. The Board shall treat any such refusal as a violation of the Board's Order and request Derek Smoody reappear before the Board for possible additional sanctions, including and up to revocation of license.
 6. Derek Smoody must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Derek Smoody to possible additional sanctions, including and up to revocation of license.
 7. Derek Smoody must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired

physically or mentally to such a degree as to render her unfit to practice pharmacy.

8. Derek Smoody must provide, in the reinstatement petition, documentation of the following:
 - a. A fitness for duty examination. The examination must meet the following conditions:
 - a. The examination must be conducted by a licensed physician and/or Chemical Dependency Counselor; and
 - b. The results of the examination must indicate Derek Smoody is no longer impaired and can safely return to the practice of pharmacy with the requisite judgement, skill, competence, and safety to the public; and
 - c. The examination must occur within 30-days of the date of submission of the reinstatement petition. The results of the examination may be e-mailed to legal@pharmacy.ohio.gov.
 - b. Compliance with the contract required above (e.g.-proof of giving the sample within twelve hours of notification and copies of all drug and alcohol screen reports, meeting attendance records, treatment program reports, etc.);
 - c. Compliance with the continuing pharmacy education requirements set forth in Chapter 4729-7 of the Ohio Administrative Code as applicable and in effect on the date of petitioning the Board for reinstatement;
 - d. Any reinstatement shall not occur until Derek Smoody has demonstrated to the Board satisfactory evidence that the findings of fact outlined in this Order did not involve or relate to, any drug trafficking.
 - e. Compliance with the terms of this Order.
9. If reinstatement is not accomplished within **three years** of the effective date of this Order, Derek Smoody must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or an equivalent examination(s) approved by the Board.
10. Any reinstatement shall not occur until such time as any criminal intervention in lieu of conviction has been successfully completed.
11. Violation of any term of suspension, including but not limited to any violation of the contract signed with the ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.

12. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state or federal law will be considered a violation of this Order resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
13. If Derek Smoody's employment is related to the practice of pharmacy, Derek Smoody must notify employer of the terms of Derek Smoody's suspension and this Board's Order.
14. Failure to complete the terms set forth in this Board's Order, or to petition for reinstatement within five years of the date of this Order, will result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Derek Smoody's license.

Shawn Wilt moved for Findings of Fact; Joshua Cox seconded the motion. Motion passed (Aye-7/Nay-0).

Joshua Cox moved for Conclusions of Law; Victor Goodman seconded the motion. Motion passed (Aye-7/Nay-0).

Shawn Wilt moved for Action of the Board; Trina Buettner seconded the motion. Motion passed (Aye-7/Nay-0).

SO ORDERED.

11:29 a.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Vladislav Tenenbaum, Cleveland, Ohio.**

R-2021-0659

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

1:31 p.m.

The deliberation ended and the hearing was opened to the public.

R-2021-0660

After votes were taken in public session, the Board adopted the following order in the Matter of **Vladislav Tenenbaum, Cleveland, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number [A-2020-0391])

In The Matter Of:

Vladislav Tenenbaum, RPh
1409 W. 110th Street
Cleveland, OH 44102
License No. 03-230378

INTRODUCTION

On January 25, 2021, the State of Ohio Board of Pharmacy (Board) issued a Notice of Opportunity for Hearing (Notice) to Vladislav Tenenbaum (Respondent). Pursuant to Ohio Revised Code 119.07, a request for a hearing must be made within 30 days of the date of mailing the Notice, which, for this matter, was February 24, 2021. The Board received a written hearing request from Respondent on March 3, 2021, after the 30th and final day and therefore, the hearing request was denied because it was not timely. The Board also received a notice of appearance of counsel on May 21, 2021. The matter came before the Board under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996) on June 7, 2021, before the following members: Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh; and Shawn Wilt, RPh.

Respondent was present. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Vladislav Tenenbaum, Respondent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Untimely Request for Hearing
3. Self-Report Form
4. Certified Copy of Decision and Order (including attachments) of the California Board of Pharmacy

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On or about December 6, 2019, Vladislav Tenenbaum submitted a "Licensee or Registrant Self-Report Form," which reported that he had a pending case with the California Board of Pharmacy for failure to comply with corresponding responsibility, excessive furnishing of controlled substances. Further investigation revealed:
 - a. On or about August 12, 2019, the California Board of Pharmacy, Department of Consumer Affairs (CBOP), filed a complaint against Vladislav Tenenbaum and the pharmacy at which Vladislav Tenenbaum was previously employed and was the pharmacist-in-charge from approximately March 11, 2013, through approximately December 2, 2015, alleging issues related to an analysis of controlled substance dispensing data from approximately August 1, 2013, through August 29, 2017. Specifically, the complaint alleged the following causes for discipline:
 - i. Dispensed controlled substance prescriptions on noncompliant forms.
 - ii. Failure to comply with corresponding responsibility.
 - iii. Unprofessional conduct – gross negligence.
 - iv. Clearly excessive furnishing of controlled substances.
 - v. Unprofessional conduct – failure to exercise, or inappropriate exercise, of professional education, training, or experience.
 - b. On or about March 26, 2020, as a result of the complaint described above, the CBOP adopted a Stipulated Surrender of License and Order wherein Vladislav Tenenbaum agreed that the CBOP could establish a factual basis for the charges described above, that those charges constitute cause for discipline, and Vladislav Tenenbaum surrendered his license to practice pharmacy in the State of California. The CBOP accepted Vladislav Tenenbaum's offer to surrender his license to practice pharmacy, ordered that such surrender constituted the imposition of discipline and that it become part of his license history with the CBOP, and prohibited him from applying for licensure or petitioning for reinstatement for at least three years from the effective date of the order.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of ORC 4729.16(A) (as effective April 8, 2019):

- a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter, ORC 3715.52 to 3715.72, ORC Chapters 2925. or 3719., or any rule adopted by the Board under those provisions, ORC 4729.16(A)(2)(e); and
 - b. Engaged in any conduct for which the Board may impose discipline as set forth in rules adopted under ORC 4729.26, ORC 4729.16(A)(2)(l).
2. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of each of the following divisions of OAC 4729:1-4-01(B)(2) (as effective May 1, 2018):
- a. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of ORC Chapter 4729., ORC 3715.52 to 3715.72, ORC Chapters 2925., 3796., 3719. or 4752., or any rule adopted by the Board under those provisions, OAC 4729:1-4-01(B)(2)(e);
 - b. Violated any state or federal law, regulation, or rule regardless of the jurisdiction in which the acts were committed, except for minor traffic violations..., OAC 4729:1-4-01(B)(2)(m);
 - c. Has been the subject of a disciplinary action that resulted in the suspension, probation, surrender, or revocation of the person's license or registration by a licensing agency of any state or jurisdiction, OAC 4729:1-4-01(B)(2)(o)(i); and
 - d. Has been the subject of a disciplinary action that was based, in whole or in part, on the person's inappropriate prescribing, dispensing, diverting, administering, storing, securing, personally furnishing, compounding, supplying, or selling a controlled substances or other dangerous drug, OAC 4729:1-4-01(B)(2)(o)(ii).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, the State of Ohio Board of Pharmacy hereby imposes a monetary penalty in the amount of \$2,300.00. This fine will be attached to Vladislav Tenenbaum's license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, Respondent must login to www.elicense.ohio.gov and process the items in the cart.

Vladislav Tenenbaum must obtain, within 6 months from the effective date of this Agreement, 6 hours of approved continuing pharmacy education (0.6 CEUs), related to controlled substances, drug diversion, and/or pharmacy law, and which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.

The Board places the pharmacist license No. 03-230378, held by Vladislav Tenenbaum, on a period of probation for a minimum of three years beginning on the effective date of this Order. During the probationary period, the following terms and conditions apply:

1. Vladislav Tenenbaum must provide copies of the Board order to all employers or prospective employers and all licensing authorities in which Vladislav Tenenbaum holds a professional license or applies for a professional license.
2. Vladislav Tenenbaum must meet with the Board's Probation Committee upon request.
3. The Board hereby declares that Vladislav Tenenbaum's pharmacist license is not in good standing until successful completion of the probationary period and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (K) and (O) of Rule 4729:2-1-01 of the OAC.
4. Vladislav Tenenbaum may not serve as a responsible pharmacist or designated representative until successful completion of the probationary period.
5. Vladislav Tenenbaum must not violate the drug laws of Ohio, any other state, or the federal government.
6. Vladislav Tenenbaum must abide by the rules of the State of Ohio Board of Pharmacy.
7. Vladislav Tenenbaum must comply with the terms of this Order.
8. Vladislav Tenenbaum must immediately report any violation of the terms of this probation to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Vladislav Tenenbaum to possible additional sanctions, including and up to revocation of license.
9. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.16 of the Ohio Revised Code, including and up to revocation of Vladislav Tenenbaum's license.
10. Periods during which Vladislav Tenenbaum is not in compliance with all probationary terms shall toll the length of time of probation, or the Board may implement additional disciplinary action in addition to or instead of tolling probation.

At the conclusion of the probationary period, the Board will issue a letter indicating whether probation has been successfully completed. If the Board determines probation has not been successfully completed, it will issue a notice of opportunity for hearing to Vladislav Tenenbaum.

Mr. Wilt moved for Findings of Fact; Mr. Miller seconded the motion. Motion passed (Yes-7/No-0).

Mr. Miller moved for Conclusions of Law; Mr. Wilt seconded the motion. Motion passed (Yes-7/No-0).

Mr. Miller moved for Action of the Board; Mr. Huston seconded the motion. Motion passed (Yes-6/No-1). Joshua Cox, RPh – Yes, Trina Buettner, RPh – Yes, Victor Goodman, *Public Member* – Yes , Jeff Huston, RPh – Yes, Megan Marchal, RPh – Yes, Rich Miller, RPh – Yes , Shawn Wilt, RPh – No

1:35 p.m.

Mr. Garner provided the OARRS Report.

1:37 p.m.

Mr. Griffin provided the Compliance and Enforcement Report.

1:41 p.m.

Ms. Dehner provided the Legal Report. The report included the request of Melissa Dunham, R.Ph. to stay term 6(a) of her September 14, 2016, Reinstatement Board Order.

R-2021-0661

After votes were taken, the Board adopted the following order in the Matter of **Melissa Dunham, Chillicothe, Ohio.**

ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

(Case Number 2014-1773)

In The Matter Of:

Melissa Dunham, R.Ph.

283 W 5th Street

Chillicothe, OH 45601

(License No. 03-228191)

After reviewing the request submitted by Melissa Dunham and upon recommendation of the Probation Committee, the Board hereby modifies Melissa Dunham's September 14, 2016 Reinstatement Board Order as follows:

6(a): The State of Ohio Board of Pharmacy hereby declares that Melissa Dunham's pharmacist identification card is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy inters pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code is **stayed**.

Ms. Dunham may, as of this date, serve in the role of a preceptor while employed at CVS store 11086 in Waverly, Ohio. All other Board terms and conditions remain in place.

Ms. Marchal moved the Board grant the exemption from September 14, 2016 Reinstatement Board Order as noted above, Mr. Huston seconded the motion. Motion passed (Yes – 7/No – 0).

- 1:43 p.m.** Ms. Southard provided the Licensing Report.
- 1:49 p.m.** Mr. McNamee provided the Legislative Report.
- 1:55 p.m.** Mr. Schierholt provided the Executive Director Report.
- 1:56 p.m.** Ms. Southard presented a Pharmacy Technician Trainee Extension Request from **Bhumika Patel – Middleburg Heights, OH (09106372)** to the Board for consideration.
- R-2021-0662** Mr. Wilt moved that the Board grant Bhumika Patel a six-month extension. The motion was seconded Mr. Cox and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 1:59 p.m.** Ms. Southard presented an Examination Extension Request from **Maha Soliman – Stow, Ohio (03236500)** to the Board for consideration.
- R-2021-0663** Mr. Wilt moved that the Board **deny** Maha Soliman’s request. The motion was seconded Ms. Buettner and **denied** by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston-yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 2:02 p.m.** Ms. Ghitman presented the Pharmacy Technician Program Renewal application for **Tolles Career & Technical Center, Plain City, Ohio.**
- R-2021-0664** Ms. Marchal moved that the Board grant Tolles Career & Technical Center a three-year extension. The motion was seconded Mr. Goodman and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 2:03 p.m.** Ms. Ghitman presented the Pharmacy Technician Program Renewal application for **Delaware Area Career Center, Delaware, Ohio.**
- R-2021-0665** Ms. Marchal moved that the Board grant Delaware Area Career Center a three-year extension. The motion was seconded Mr. Goodman and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman- yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 2:04 p.m.** Ms. Ghitman led a discussion on the Pharmacy Technician Program Renewal Process.
- R-2021-0666** Mr. Cox moved that the Board delegate to State of Ohio Board of Pharmacy Staff the ability to approve renewals for Pharmacy Technician Programs so long as no complaints have been filed against the program. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston- yes; Marchal- yes; Miller- yes; and Wilt-yes.
- 2:07 p.m.** Ms. Maerten-Moore provided the Medical Marijuana Program Update.

2:08 p.m.

Ms. Maerten-Moore presented the following resolution titled: *Other Forms of Identification to Demonstrate Ohio Residency* to the Board for approval.

R-2021-0667

Mr. Miller moved that the Board ratify the resolution titled *Other Forms of Identification to Demonstrate Ohio Residency*. The motion was seconded Mr. Wilt and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

**Other Forms of Identification Approved by the Board of
Pharmacy to Demonstrate Ohio Residency**

Approved June 7, 2021

Notwithstanding the provisions in rules 3796:7-2-01(C) & (H), 3796:7-2-03(C), and 3796:7-204(C), of the Administrative Code, the State of Ohio Board of Pharmacy hereby authorizes physicians to accept the following forms of identification in lieu of a driver's license or other identification issued by the Ohio Bureau of Motor Vehicles (BMV) to prove Ohio residency:

- **Birth Certificate** – original or certified copy issued by an appropriate governmental agency of any state, territory, or possession of the United States;
- **United States Passport or United States Passport Card** – valid and unexpired with photograph;
- **Consular Report of Birth Abroad** – issued by the U.S. Department of State, Form FS240, DS-1350, or FS-545;
- **Certificate of Naturalization** – Form N-550 or N-570 issued by the U.S. Department of Homeland Security (DHS);
- **Certificate of Citizenship** – Form N-560 or N-561 issued by DHS;
- **Permanent Resident Card** – valid and unexpired Form I-551 issued by DHS, U.S. Citizenship and Immigration Services (USCIS), or Immigration and Naturalization Services (INS);
- **I-797 Case Type of N-565 (Application for Replacement Naturalization/Citizenship Document)** – with a notice type of receipt, approval, or fee waiver; **OR**
- **Driver's License or Other Identification** – issued by another state, territory, or possession of the United States.

AND two (2) of the following forms proving Ohio street address:

- **W-2 (Wage and Tax Statement)** – cannot be handwritten and must be for current or last previous tax year;
- **1099 Form** - cannot be handwritten and must be for current or last previous tax year;

- **Ohio BMV Postcards or BMV Correspondence** – issued by the Ohio BMV;
- **Child Support Statement or Account Summary** – from Ohio Department of Job and Family Services;
- **Financial Institution Statement** – checking, savings, investment, or online bank statement issued within the last 12 months;
- **Federal or Ohio Income Tax Return Filing** – current or previous tax year, with proof of filing;
- **Court Order of Probation, Parole, or Mandatory Release**
- **Renter, Homeowner, Life, or Automobile Insurance Policy or Card** – current and valid;
- **School Record or Transcript** – original or certified copy;
- **Letter from a College or University** – the letter must be signed by an official of that college or university;
- **Installment Loan Contract** – from a bank or other financial institution;
- **Credit Card Statement** – from a credit card issuer or retail store and issued within the last 12 months;
- **Mortgage Account Statement** - from a bank or other financial institution and issued within the last 12 months;
- **Ohio Motor Vehicle Title or Registration;**
- **Paycheck Statement or Stub** – issued within the last 12 months;
- **Professional License** – issued by a governmental agency (must list Ohio address);
- **Proof of Home Ownership** – property deed, property tax bill, or auditor tax statement;
- **Annual or Multi-Year Ohio Resident Hunting or Fishing License** – valid and unexpired;
- **Ohio Sales Tax Statement or Business License;**
- **Selective Service Registration Acknowledgement Card;**
- **Social Security Administration Document;**
- **Utility Bill**- for example: electric, gas, phone, water, sewer, cable, satellite, heating oil, or propane provider, etc. and issued within the last 12 months (utility bills from two different sources will satisfy the two required proof of address documents);
- **Ohio Concealed Weapons Permit**- a valid Ohio issued permit;
- **Public Assistance Benefits Statement** – issued by a governmental agency within the last 12 months;
- **Transportation Security Administration (TSA) Letter; OR**
- **BMV 2336 “Proof of Ohio Residency -Certified Statement”** – for nursing home patients only, a formal statement of residency issued by a nursing home official.

Patients who are under eighteen years of age and registering without a driver’s license or other identification issued by the Ohio BMV to prove residence at an Ohio street address may submit evidence of their parent or guardian’s Ohio street address to demonstrate residency for purposes of

registration.

Once the proposed amendments to rules 3796:7-2-01(C)(2) & (H)(3), 3796:7-2-03(C)(2), and 3796:7-2-04(C)(3) are finalized, the documents identified in this resolution shall constitute "other identification approved by the board of pharmacy."

2:10 p.m.

Ms. Maerten-Moore presented the following resolution titled: *Term of Medical Marijuana Dispensary Certificates of Operation and Dispensary Employee Licenses* to the Board for approval.

R-2021-0668

Mr. Cox moved that the Board ratify the resolution titled *Term of Medical Marijuana Dispensary Certificates of Operation and Dispensary Employee Licenses*. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Resolution: Term of Medical Marijuana Dispensary Certificates of Operation and Dispensary Employee Licenses

The State of Ohio Board of Pharmacy hereby adopts the following resolution:

Effective, July 2, 2021, the biennial licensing term for all active medical marijuana certificates of operation, dispensary associated key employee, dispensary key employee, and dispensary support employee licenses shall be updated from the fourth day of December of each even-numbered year to the first day of July of each odd-numbered year.

A certificate of operation awarded as a result of a satisfactory final inspection or an approved change of ownership application shall be effective from the date the certificate is issued until the expiration date of the first day of July of the next odd-numbered year. Initial certificates of operation awarded on or after the first day of April of each odd-numbered year shall receive an expiration date of the first day of July of the next odd-numbered year.

The full certificate of operation fee specified in paragraph (A)(2) of rule 3796:6-5-01 of the Administrative Code shall be submitted for any new certificate of operation awarded at any time during the biennial licensing term, including a certificate awarded less than two years from the next expiration date.

An initial dispensary employee (associated key, key, or support) license issued pursuant to rule 3796:6-2-07 and rule 3796:6-2-08 of the Administrative Code shall be effective from the date the license is issued until the expiration date of the first day of July of the next odd-numbered year. Initial licenses issued on or after the first day of April of each odd-numbered

year shall receive an expiration date of the first day of July of the next odd-numbered year.

The full dispensary employee application fee specified in paragraph (A) of rule 3796:6-5-01 of the Administrative Code shall be submitted for any new dispensary employee license awarded at any time during the biennial licensing term, including a dispensary employee license awarded less than two years from the next expiration date.

This resolution shall be in effect until the effective date of the revised versions of rules 3796:6-2-06, 3796:6-2-07, and 3796:6-2-08 as reflected by the Register of Ohio.

2:12 p.m.

Ms. Maerten-Moore led a discussion on CSI Memo/Rule Comments and presented amendments to rules 3796:6-2-06, 3796:6-2-07, 3796:6-2-08, 3796:6-2-10, 3796:7-2-01, and 3796:7-2-04 to the Board for approval.

R-2021-0669

Mr. Wilt moved to approve rules 3796:6-2-06, 3796:6-2-07, 3796:6-2-08, 3796:6-2-10, 3796:7-2-01, and 3796:7-2-04, for filing with CSI. The motion was seconded by Mr. Miller and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:15 p.m.

The Board recessed for a short break.

2:30 p.m.

Mr. McNamee and Ms. Wai presented amendments to rule 4729:1-6-02 – *Consult Agreements* to the Board for approval.

R-2021-0670

Ms. Marchal moved to approve rule 4729:1-6-02 – *Consult Agreements*, for refileing with JCARR. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

2:32 p.m.

Mr. McNamee and Ms. Wai presented amendments to rules 4729:5-15 – *Animal Shelters*, 4729:5-5-24 – *Outpatient Pharmacy Record Keeping*, and 4729:5-3-02 & 4729:6-3-02 – *Theft or Loss of Dangerous Drugs* to the Board for approval.

R-2021-0671

Ms. Marchal moved to approve rules 4729:5-15 – *Animal Shelters*, 4729:5-5-24 – *Outpatient Pharmacy Record Keeping*, and 4729:5-3-02 & 4729:6-3-02 – *Theft or Loss of Dangerous Drugs*, for refileing with CSI and JCARR. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

- 2:39 p.m.** Mr. McNamee and Ms. Wai requested approval for rules 4729-2-02 – *Administration* and 4729-2-01 – *Board Meetings* to be rescinded and refiled as-is with JCARR as internal management rules.
- R-2021-0672** Mr. Cox moved to approve rules 4729-2-02 – *Administration* and 4729-2-01 – *Board Meetings* be rescinded and refiled as-is with JCARR as internal management rules. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 2:42 p.m.** Mr. McNamee and Ms. Wai presented amendments to rule 4729:7-1-02 – *Distribution of Compounded Human Drug Products Interstate, Memorandum of Understanding* to the Board for approval.
- R-2021-0673** Mr. Wilt moved to approve rule 4729:7-1-02 – *Distribution of Compounded Human Drug Products Interstate, Memorandum of Understanding*, for filing with CSI and JCARR. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 2:45 p.m.** Mr. McNamee and Ms. Wai presented a correction to rule *Pharmacy Technicians - 4729:3-2-01 Registration Procedures* to the Board for approval.
- R-2021-0674** Mr. Huston moved to approve the rule correction for filing with JCARR for *Pharmacy Technicians - 4729:3-2-01 Registration Procedures*. The motion was seconded by Mr. Cox and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.
- 2:51 p.m.** Mr. McNamee presented the following resolution titled: *Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities* to the Board for approval.
- R-2021-0675** Mr. Wilt moved that the Board ratify the resolution titled *Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities*. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Personally Furnishing Discharge Medications to Patients Leaving Correctional Facilities*

This policy document is intended to assist correctional facilities (jails, prisons, etc.) licensed by the Board of Pharmacy in providing medications to patients upon discharge.

For questions regarding personally furnishing medications, please review this guidance document. If you need additional information, the most expedient

way to have your questions answered will be to e-mail the Board office by visiting: <http://www.pharmacy.ohio.gov/contact.aspx>.

Discharge Medication Requirements

A prescriber may delegate the act of personally furnishing to a nurse licensed under Chapter 4723 of the Revised Code (RN/LPN) in a correctional facility, if the facility complies with all the requirements listed in this document.

Please be advised that this applies to medications that have been dispensed to the patient by an institutional pharmacy or medications that are removed from inventory (i.e., contingency stock) and provided to patients upon discharge.

Record Keeping

The correctional facility must maintain a record of all medications provided upon discharge. The records shall include the following: the name, strength, dosage form, and quantity of the drugs personally furnished, the patient name, and date of birth of the person to whom or for whose use the drugs were personally furnished, the positive identification of the prescriber or nurse (RN/LPN) providing the discharge medications, the date the drug is personally furnished and, if applicable, the date the drug is received by the patient.*

The records must contain documentation of a valid prescriber order authorizing the medications to be personally furnished upon discharge. The records may be maintained as part of the patient's medical record or can be maintained in a separate log.

**Positive identification can include a wet-ink signature on a log or in a patient chart. For other forms of positive identification see rule [4729:5-5-01 \(I\)](#).*

All records of personally furnishing discharge medications must be maintained for a period of three years from creation of the record.

Labeling

All drugs personally furnished must be labeled as follows:

- 1. The name of the ordering prescriber;*
- 2. The name of the patient for whom the drug is intended;*
- 3. Name and strength of the drug;*
- 4. Directions for use;*
- 5. Date furnished; and*
- 6. Contact telephone where the patient can contact the prescriber or the prescriber's agent with any questions regarding the medication.*

If the drug provided is a sample, only the following information must be included on the label:

- 1. The name of the ordering prescriber;*
- 2. The name of the patient for whom the drug is intended;*
- 3. Directions for use;*
- 4. Date furnished; and*
- 5. Contact telephone where the patient can contact the prescriber or the prescriber's agent with any questions regarding the medication.*

NOTE: *No additional labeling is required if the medication is already labeled by the institutional pharmacy and contains all the information listed above. If it does not, the correctional facility must append a supplemental label with the required information.*

Preparation and Distribution of Discharge Medications

Pursuant to a valid order, a nurse (RN/LPN) may prepare and distribute discharge medications. A prescriber is not required to be on-site for the preparation and distribution of discharge medications. As part of the distribution process, the nurse (or a prescriber or pharmacist) will be responsible for verifying that the medication that is personally furnished matches the discharge order and that the label includes all the required information.

All medications for discharge must be secured and only accessible to prescribers and nursing staff.

REMINDER: *A nurse is not required to provide naloxone at discharge. This can be any appropriately trained staff person. For more information on naloxone distribution, please visit: www.pharmacy.ohio.gov/naloxone.*

Counseling

The nurse or prescriber personally furnishing discharge medication shall offer, or may provide in writing, the service of counseling to a patient whenever any prescription medication is personally furnished. Counseling may be performed by a licensed pharmacist or prescriber in-person, by telephone, or by video conferencing.

Limits on Personally Furnishing Controlled Substances

Ohio law (ORC 4729.291) places the following limits on personally furnishing controlled substances:

(1) *In any thirty-day period, a prescriber cannot personally furnish to or for patients, taken as a whole, controlled substances in an amount that exceeds a total of two thousand five hundred dosage units*;*

(2) *In any seventy-two-hour period, a prescriber cannot personally furnish to or for a patient an amount of a controlled substance that exceeds the amount necessary for the patient's use in a seventy-two-hour period.*

IMPORTANT: *Please be advised that this restriction **does not apply** to personally furnishing buprenorphine or methadone for the treatment of treating drug dependence or addiction.*

**A dosage unit is defined as any of the following:*

(1) A single pill, capsule, ampule, or tablet;

(2) In the case of a liquid solution, one milliliter;

(3) In the case of a cream, lotion or gel, one gram; or

(4) Any other form of administration available as a single unit.

For more information on the use of methadone for substance use disorder in the event of an emergency situation, please visit:

https://www.deadiversion.usdoj.gov/pubs/advisories/emerg_treat.htm

2:54 p.m.

Mr. McNamee presented the following resolution titled: *Contingency Stock License for Long-Term Care Facilities* to the Board for approval.

R-2021-0676

Ms. Marchal moved that the Board ratify the resolution titled *Contingency Stock License for Long-Term Care Facilities*. The motion was seconded Mr. Cox and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Contingency Stock License for Long-Term Care Facilities

To promote vaccination storage and administration at long-term care facilities, the State of Ohio Board of Pharmacy hereby authorizes the following policy:

A long-term care facility or other institutional facility, as defined under agency 4729 of the Ohio Administrative Code, may possess and administer vaccines and other biologics to patients and staff under the terminal distributor of

dangerous drugs license issued to the facility's servicing pharmacy (e.g., contingency stock license).

This policy shall also permit the use of the servicing pharmacy's contingency stock license to maintain dangerous drugs used to treat adverse reactions to vaccines and biologics stored at the facility.

As a condition of compliance, the pharmacy servicing the institution shall be responsible for the ordering of all vaccines and dangerous drugs stored at the facility from a licensed wholesaler. The pharmacy also accepts responsibility for the proper storage and oversight of the dangerous drugs maintained at the facility.

Nothing in this resolution shall prohibit a long-term care facility or other institutional facility from obtaining a separate terminal distributor license to maintain and store drugs at the facility.

2:56 p.m.

Mr. McNamee presented the following resolution titled: *Distribution of Naloxone between Service Entities* to the Board for approval.

R-2021-0677

Mr. Cox moved that the Board ratify the resolution titled *Distribution of Naloxone between Service Entities*. The motion was seconded Mr. Miller and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Distribution of Naloxone between Service Entities*

To support expanded state efforts to distribute naloxone to at-risk individuals, the State of Ohio Board of Pharmacy does not intend to take enforcement action against any service entity, as defined in section 4729.514 of the Revised Code, that operates under a prescriber-authorized protocol for distributing, selling, or otherwise transferring naloxone to another service entity located in Ohio that has valid prescriber-authorized protocol.

3:03 p.m.

Mr. McNamee presented the following resolution titled: *Addressing Shortages of Animal Euthanasia Solution* to the Board for approval.

R-2021-0678

Mr. Wilt moved that the Board ratify the resolution titled *Addressing Shortages of Animal Euthanasia Solution*. The motion was seconded Mr. Huston and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following resolution was adopted by the Board:

Addressing Shortages of Animal Euthanasia Solution

Issued: 6/3/2021

To address shortages of animal euthanasia solution, the State of Ohio Board of Pharmacy does not intend to take enforcement action against any terminal distributor of dangerous drugs that utilizes pentobarbital and pentobarbital combination drugs for animal euthanasia that exceed the original stated expiration date by less than nine months (or 274 days).

Any pentobarbital and pentobarbital combination drugs used for animal euthanasia that exceed the original expiration date by nine months (or 274 days), must be segregated from active drug stock and disposed of in accordance with Board of Pharmacy rules.

This resolution is being issued in accordance with a Board resolution adopted on May 5, 2020 and shall remain in effect until rescinded by the Board.

3:08 p.m.

Mr. McNamee, Ms. Wai and Ms. Dehner led a discussion on the Pilot Program Rule and Current Requests.

3:14 p.m.

Mr. McNamee, Ms. Wai and Ms. Dehner led a discussion on Pharmacy Compounding Rule Implementation.

R-2021-0679

Ms. Marchal moved that the Board approve a resolution for Pharmacy Compounding Rule to be final filed with an effective date of June 30, 2021; however, implementation of the Responsible Person licensure requirement for Non-Resident Pharmacies be delayed from August 1, 2021 until December 1, 2021. The motion was seconded Mr. Miller and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

3:19 p.m.

Mr. McNamee, Ms. Wai and Ms. Dehner led a discussion on Nuclear Pharmacy Rule Implementation.

R-2021-0680

Ms. Marchal moved that the Board approve a rule amendment for 4729:5-6-04 (A)—Nuclear Pharmacy Rule Implementation. The motion was seconded Mr. Wilt and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

3:25 p.m.

Mr. McNamee tabled the discussion item titled *Electronic Prescribing of Schedule II Controlled Substances* until the July 2021 Board Meeting.

3:26 p.m.

Mr. McNamee led a discussion on *Covid-19 Waivers*.

3:35 p.m.

Ms. Dehner, Ms. Wai, and Mr. Schierholt led a discussion on *Positive ID Update/Next Steps*.

3:43 p.m. Ms. Dehner led a discussion on *2021/2022 Calendar Board Dates, finalizing the Board meeting dates for calendar year 2022.*

3:51 p.m. Ms. Dehner presented the revised *Probation Tolling Grid* to the Board for approval.

R-2021-0681 Mr. Wilt moved that the Board approve the *Probation Tolling Grid*. The motion was seconded Ms. Marchal and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes. The following Tolling Grid was adopted by the Board:

Violation	Additional Time	Notes
Failure to Comply with Treatment Recommendations	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Failure report relapse to Board and/or Monitor	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Unexcused failure to appear before the PC as requested	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Failure to enter into a 5-year contract with a provider and/or monitor as required by Order (and not otherwise exempted)	Minimum 6-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Missed Test	1 st missed test = minimum 3-month tolling, review by PC 2 nd missed tests within 12 months = mandatory appearance before PC	
Unexcused absence from monthly PRO meeting	2 nd missed PRO mtg = minimum 3-month tolling, review by PC for possible appearance before it or Board	1 st missed mtg Monitor handles
Failure to Comply with Addictive Drug Protocols	Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	

Unexcused Failure to Participate in Continuing Care (Aftercare) per month	Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Positive Test (anything other than OTC) AND/OR Subsequent Dilute Test without documented medical condition	Minimum 3-month tolling, review by PC for possible extension of tolling and/or appearance before it or Board	
Positive test for over the counter medication without a prescription	Minimum One month tolling	Sedatives, Soporifics, and mood altering over the counter medicine results in 2 month tolling
Unexcused Failure to Attend Required Abstinence-Based Meetings per week	2 nd violation automatic 3-month tolling of probation term	1 st violation Monitor handles
Failure to notify the Board/PC of departure/absence from Ohio for more than 3 days	One month tolling	
Failure to Comply with terms of Monitor Contract not otherwise listed herein	3 or more violations of any combination (including repeat violations) from this list within a 12- month timeframe will result in a minimum 3-month tolling and review by PC for possible extension of tolling and/or appearance before it or Board. Board and PC discretion for tolling up to three-months for any singular event.	
Missed Called to Monitor per week		
Multiple Missed Call/Log Ins to FSSolutions within the reporting quarter		
Failure to send quarterly Reports to Board and/or Monitor by the required deadline		
First Dilute Test		
Exceeding maximum # of hours work allowed		
Failure to obtain a sponsor within timeframe specified by Monitor		
Filling prescription for self		

Failure to notify Monitor of need for medication/prescription within 48 hours	
Failure to update medication list with Monitor	
Failure to renew verification every 90 days if need for medication is ongoing	
Failure to maintain personal contact with intervenor once a week	
Failure to submit the personal statement to the Board by the required deadline	

4:08 p.m.

Ms. Dehner and Ms. Siba presented the *House Bill 263 Disqualification List* to the Board for approval.

R-2021-0682

Mr. Goodman moved that the Board approve the *House Bill 263 Disqualification List*. The motion was seconded Mr. Cox and approved by the Board. A roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

R-2021-0683

Mr. Cox 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 and that the Board return to public session and promptly adjourn at the conclusion of executive session. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

5:25 p.m.

After returning to public session, the Board recessed for the day.

Tuesday, June 8, 2021

9:01 a.m. Acting under the authority Section 12 of Substitute House Bill number 197 of the 133rd General Assembly, effective November 22, 2020, the State of Ohio Board of Pharmacy convened for a public meeting via Microsoft Teams audio/visual conference call, with the following members present:

Jennifer M. Rudell, RPh, *Presiding*; Trina L. Buettner, RPh; Joshua M. Cox, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; Megan Marchal, *RPh*; and Donald R. Miller, RPh, and Shawn C. Wilt, RPh.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Blair Cathcart, *Director of Information Services*; Michael Clark, *IT Administrator*; Brenda Cooper, *Executive Assistant*; Paula Economus, *Administrative Assistant*; Ashley Gilbert, *Senior Legal Counsel*; Eric Griffin, *Director of Compliance and Enforcement*; Joseph Koltak, *Senior Legal Counsel*; Kathryn Lewis, *Administrative Assistant*; Sharon Maerten-Moore, *Director of Medical Marijuana Operations*, and Michael Poe, *Pharmacy Board Agent*.

9:02 a.m. The Board was joined by Assistant Attorney General Henry Appel to conduct an adjudication hearing in accordance with the Ohio Revised Code Chapters 119. and 4729. In the Matter of **Buckeye Relief, LLC**.

9:03 p.m. Mr. Goodman recused from the matter.

R-2021-0684 Mr. Cox moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of *Angerman v. State Medical Bd.* (1990) 70 Ohio App.3d 346 and *TBC Westlake Inc. v. Hamilton Cty Bd of Revision*, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

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

R-2021-0685 After votes were taken in public session, the Board adopted the following order in the Matter of **Buckeye Relief, LLC, Chagrin Falls, Ohio**.

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number 2018-M430)

In The Matter Of Applicant:
BUCKEYE RELIEF, LLC
40 East Washington Street, Suite 1
Chagrin Falls, OH 44022
Account No./Application No.: 406-430
Application District: Northeast-2
Application Dispensary Address: 22771-99 Rockside Road, Bedford, OH 44146

INTRODUCTION

The Matter of Buckeye Relief, LLC was remanded from the Eighth District Court of Appeals for re-evaluation and re-scoring related to Buckeye Relief, LLC Applications #133 and #430. Upon remand, this matter came before the Board on April 20, 2021, at which time the Board issued an Order related to the re-evaluation and re-scoring of both Buckeye Relief, LLC Applications #133 and #430. On May 1, 2021, the Board awarded a Provisional Dispensary License to Buckeye Relief, LLC Application #133 because its score was high enough to have received a license in the district where Buckeye Relief, LLC Application #133 applied. The Board did not award Buckeye Relief, LLC Application #430 a Provisional Dispensary License because its score was not high enough to receive a license in the district where Buckeye Relief, LLC Application #430 applied. Buckeye Relief, LLC, through counsel, requested the opportunity to submit additional evidence related to Application #430 pursuant to Ohio Revised Code 119.09 and as outlined in the Board's April 22, 2021 Order.

On June 8, 2021, this matter came before the following members of the State of Ohio Board of Pharmacy (Board): Jennifer Rudell, RPh, *Presiding*; Joshua Cox, RPh; Trina Buettner, RPh; Shawn Wilt, RPh; Jeff Huston, RPh; Megan Marchal, RPh; Rich Miller, RPh.

Victor Goodman, *Public Member*, recused.

The State of Ohio was represented by Henry Appel, Esq., Assistant Attorney General. Buckeye Relief, LLC was represented by John F. McCaffrey, Esq., and Chad M. Eggspuehler, Esq., Tucker Ellis LLP.

BOARD REVIEW OF THE RECORD

Prior to making its decision, the Board received the following additional evidence and testimony related to, and in accordance with, the remand of these matters by the Cuyahoga County Court of Common Pleas "for a re-evaluation of Question C-5.5 under the Board's original request for application process * * * consistent with the decision from the [Eighth District] Court of Appeals[]":

SUMMARY OF EVIDENCE**State's Witnesses:**

1. Jennifer Spohr

Respondent's Witnesses: None

Joint Exhibits:

- Exhibit 1(a). Affidavit of Sharon Maerten-Moore
- Exhibit 1(b). Adjudication Order
- Exhibit 1(c). Court of Common Pleas Decision
- Exhibit 1(d). Eighth District Court of Appeals Decision
- Exhibit 1(e). Court of Common Pleas Remand Orders
- Exhibit 1(f). Training Materials
- Exhibit 1(g). Blank Application
- Exhibit 1(h). Instructions for Application / Request for Applications
- Exhibit 1(i). Q&A from RFA 1
- Exhibit 1(j). Evaluators Original Scoring Worksheets
- Exhibit 1(k). Blank Scoring Worksheets
- Exhibit 1(l). Batch 1 Application List
- Exhibit 1(m). Re-evaluation Guidance
- Exhibit 1(n). Re-scored Worksheets
- Exhibit 1(o). Scorecards
- Exhibit 1(p). Full List of Application Scores by District
- Exhibit 1(q). Provisional Dispensary License Allocation
- Exhibit 2. Scores for Applicants in District Northeast-2
- Exhibit 3. Excerpt from Buckeye Relief, LLC Application ID #430
- Exhibit 4. Medical Marijuana Licensing Report
- Exhibit 5. Presentation of Original Dispensary Licensing
- Exhibit 6. Evaluator Key
- Exhibit 7. Key Indicators for Business Plan
- Exhibit 8. List of Medical Marijuana Dispensaries by Statewide Rank
- Exhibit 9. Evaluator Scores for Greenleaf Apothecaries Application ID #606
- Exhibit 10. Evaluator Scores for GTI Ohio, LLC Application ID #710
- Exhibit 11. Evaluator Scores for GTI Ohio, LLC Application ID #493
- Exhibit 12. Evaluator Scores for GTI Ohio, LLC Application ID #495
- Exhibit 13. Evaluator Scores for Cannamed Therapeutics Application ID #742
- Exhibit 14. Original Evaluator Scores for Buckeye Relief, LLC Application ID #430
- Exhibit 15. Re-Scored Evaluator Scores for Buckeye Relief, LLC Application ID #430
- Exhibit 16. Original Evaluator Scores for Buckeye Relief, LLC Application ID # 133
- Exhibit 17. Re-Scored Evaluator Scores for Buckeye Relief, LLC Application ID #133
- Exhibit 18. Report & Recommendation

State's Exhibits:

- Exhibit 01. All Scores for Question C-5.5
- Exhibit 02. All Scores for Question C-5.5 by Evaluator #24
- Exhibit 03. Brief of Buckeye Relief, LLC at Eighth District Court of Appeals
- Exhibit 04. Excerpt of Application for NMG, Ohio LLC Application ID #906
- Exhibit 05. Pledge Documents of NMG, Ohio LLC Application ID #906

Respondent's Exhibits:

- Exhibit A Correspondence to LaTawnda N. Moore, Esq., dated October 29, 2020
- Exhibit B. Correspondence to LaTawnda N. Moore, Esq., dated December 31, 2020

- Exhibit C. Email Correspondence to LaTawnda N. Moore, Esq, dated February 26, 2021
- Exhibit D. Settlement Agreement, *In the Matter of: Greenleaf Apothecaries, LLC*, Case No. M-2019-0009
- Exhibit E. Department of Commerce Correspondence to Andrew Rayburn, dated May 24, 2021
- Exhibit F. PowerPoint Presentation of Buckeye Relief, LLC

DECISION OF THE BOARD

After considering the presentation of both parties and reviewing the exhibits and evidence in the record, the Board makes the following findings and decision:

1. The Board approves and adopts the process to re-evaluate and re-score Application #430 and finds the Board's re-evaluation and re-scoring process was as closely mirrored to the original process as it could have been, given the unavailability of Evaluator #28.
2. The Board finds Board staff made reasonable efforts to secure Evaluator #28 for the re-evaluation and re-scoring process and made an appropriate decision to remove the original score of Evaluator #28 for Question C-5.5, consistent with how scoring was done when an evaluator became unavailable for any reason during the original scoring process.
3. The Board finds Board staff's decision not to supply court decisions to the evaluators during the re-evaluation and re-scoring process to have been calculated and reasoned in order to remain consistent with the original scoring process – by not providing any information that was not provided to the evaluators during the original scoring process. However, the Board further finds that Evaluator #24 testified she would have assigned Question C-5.5 a score of 9 on Application #430 had she been provided the 8th District Court of Appeals decision prior to her re-evaluation. Notwithstanding our finding that Board staff properly withheld the court decisions, given that testimony, the Board now adopts Evaluator #24's re-score of 9 for question C-5.5 on Application #430.
4. The Board adopts Evaluator #25's re-score of 9 on question C-5.5.
5. As a result of this change to Evaluator #25's score on Question C-5.5, Board staff was ordered to re-calculate the total score of Buckeye Relief, LLC Application #430, which was to include a score of 9 for Evaluator #24 and a score of 9 for Evaluator #25 on question C-5.5; Evaluator #28 was eliminated from the re-scored results for Application #430.
6. Upon completion of re-scoring, Buckeye Relief, LLC Application #430 received a total score of 183.476190, which included a score of 9.2 on Question C-5.5.

7. Five provisional dispensary licenses were eligible to be awarded in District Northeast-2.
8. Based upon the re-scoring, Application #133 finished in 5th place in District Northeast-2. On May 1, 2021, the Board awarded Application #133 a provisional dispensary license.
9. Based upon the re-scoring, Application #430 finished in 9th place in District Northeast-2.
10. Based upon the re-evaluation and re-scoring of Application #430, in conjunction with Application #133 and the 2018 Provisional Dispensary License Allocation, the Board denies Buckeye Relief, LLC Application #430 a provisional dispensary license, because Buckeye Relief, LLC's score was not high enough as compared to other applicants in the same district to be awarded one of the medical marijuana provisional dispensary licenses for that district, in accordance with Chapter 3796. of the Revised code and Chapter 3796:6 of the Administrative Code.

Mr. Cox, RPh, moved for Findings of Fact and Decision of the Board; Mr. Wilt, RPh, seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

3:31 p.m.

Mr. Goodman rejoined the Board Meeting.

3:32 p.m.

Pursuant to Section 4729.16(E) of the Ohio Revised Code, the State of Ohio Board of Pharmacy was joined by Michael Poe, *Pharmacy Board Agent*, for the purpose of whether to consider a 16(E) related to a Pharmacist.

R-2021-0686

After hearing Mr. Poe discuss the significant facts regarding the activities of the said Pharmacist, Ms. Marchal moved that the Board issue an order requiring a physical and mental examination. The motion was seconded by Ms. Buettner and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Goodman-yes; Cox-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)

R-2021-0687

Mr. Cox 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 and that the Board return to public session and promptly adjourn at the conclusion of executive session. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Marchal-yes; Miller-yes; and Wilt-yes.

4:25pm

The Board returned to public session.

R-2021-0688

After votes were taken in public session, the Board adopted the following Order in the Matter of **Thomas Gill, Alvordton, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0160
Thomas Gill	:	
21218 US Highway 20	:	
Alvordton, OH 43501	:	:Pending Reg. No. 0030-4070-5086-1352-3545
 	 :	
Respondent.	 :	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Thomas Gill ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on October 28, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 4, 2021, via certified mail, return receipt requested. Respondent received the Notice on January 30, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0689

After votes were taken in public session, the Board adopted the following Order in the Matter of **Branden Terlop, Madison, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0243
Branden Terlop	:	
7165 Anthony Court	:	
Madison, OH 44057	:	Pending Reg. No. 0040-0060-
0098-8007-6394	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Branden Terlop ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 15, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 26, 2021, via certified mail, return receipt requested. Respondent received the Notice on January 29, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing

- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0690

After votes were taken in public session, the Board adopted the following Order in the Matter of **Kevin Pearsall, Cleveland, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0244
Kevin Pearsall	:	
1315 W 89th Street	:	
Cleveland, OH 44102	:	Pending Reg. No. 0030-2000-
7068-9269-6759	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Kevin Pearsall ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 28, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 1, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 8, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0691

After votes were taken in public session, the Board adopted the following Order in the Matter of **Brian Carmean, Trotwood, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0245
Brian Carmean	:	
4887 Glencross Drive	:	
Trotwood, OH 45406	:	Pending Reg. No. 0000-7090-
7098-1375-0179	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Brian Carmean ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on March 2, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 1, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 3, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0692

After votes were taken in public session, the Board adopted the following Order in the Matter of **Devin Walborn, Lakeview, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0246
Devin Walborn	:	
245 Grove Avenue	:	
Lakeview, OH 43331	:	Pending Reg. No. 0020-0050-
9008-0265-1152	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Devin Walborn ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 26, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 28, 2021, via certified mail, return receipt requested. The Notice was returned to the Board marked "Not Deliverable as Addressed, Unable to Forward" on February 22, 2021. Upon verification of a new address for Respondent, the Board reissued the Notice on February 25, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 27, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0693

After votes were taken in public session, the Board adopted the following Order in the Matter of **Joseph Massie, Columbus, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0247
Joseph Massie	:	
3329 Morse Road	:	

Columbus, OH 43231 : **Pending Reg. No. 0040-6090-1008-9127-1816**
 :
Respondent. :

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Joseph Massie ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 21, 2020. The Board issued a Notice of Opportunity for Hearing/Notice of Intent to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 26, 2021, via certified mail, return receipt requested. On March 2, 2021, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code (ORC), the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to Respondent's address of record on March 5, 2021. It was not returned for failure of delivery. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0694

After votes were taken in public session, the Board adopted the following Order in the Matter of **Kenneth Powell, Akron, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0248
Kenneth Powell	:	
1018 Mackow Drive	:	
Akron, OH 44306-3060	:	Pending Reg. No. 0060-4060-7098-7300-7608
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Kenneth Powell ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on February 28, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent January 29, 2021, via certified mail, return receipt requested. Respondent received the Notice on March 11, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded

pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0695

After votes were taken in public session, the Board adopted the following Order in the Matter of **Jeremi Alicea, Cleveland, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0433
Jeremi Alicea	:	
3617 Hyde Avenue	:	
Cleveland, OH 44109	:	Pending Reg. No. 0030-6010-
7080-2320-2976	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Jeremi Alicea ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on May 1, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 2, 2021, via certified mail, return receipt requested. The Notice was returned to the Board marked "Not

Deliverable as Addressed, Unable to Forward” on March 4, 2021. Upon verification of a new address for Respondent, the Board reissued the Notice on March 5, 2021, via certified mail, return receipt requested. Respondent received the Notice on March 15, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice’s mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State’s Exhibit 1: Notice of Opportunity Hearing
- State’s Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board’s compliance agent, labeled as State’s Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent’s Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0696

After votes were taken in public session, the Board adopted the following Order in the Matter of **Marcus Grapes, Springfield, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0436
Marcus Grapes	:	
3119 Woonsocket Street	:	
Springfield, OH 45503	:	Pending Reg. No. 0030-1050-
7020-1953-2358	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Marcus Grapes ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on May 27, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 2, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 4, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.

2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0697

After votes were taken in public session, the Board adopted the following Order in the Matter of **William Evans, Cincinnati, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0437
William Evans	:	
944 Seton Avenue, Apt. 2	:	
Cincinnati, OH 45205	:	Pending Reg. No. 0030-7040-
3150-7174-4453	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

William Evans ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on June 2, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 2, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 13, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0698

After votes were taken in public session, the Board adopted the following Order in the Matter of **Aletha Wilson, Cincinnati, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0573
Aletha Wilson	:	
9640 Trafford Court	:	
Cincinnati, OH 45231	:	Pending Reg. No. 0020-1050-
7161-0353-2580	:	
	:	

Respondent. :

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Aletha Wilson ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on July 18, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 24, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 26, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0699

After votes were taken in public session, the Board adopted the following Order in the Matter of **Annette Sichina, Lore City, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0577
Annette Sichina	:	
62530 Institute Road	:	
Lore City, OH 43755	:	Pending Reg. No. 0010-5080-
1151-4200-2214	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Annette Sichina ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on July 14, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 24, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 26, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that

Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0700

After votes were taken in public session, the Board adopted the following Order in the Matter of **Matthew Clingerman, Youngstown, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0657
Matthew Clingerman	:	
126 Hilton Avenue	:	
Youngstown, OH 44507	:	Pending Reg. No. 0080-9040-
9111-0169-1288	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Matthew Clingerman ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on July 13, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 24, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 25, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0701

After votes were taken in public session, the Board adopted the following Order in the Matter of **John Jennings, Alliance, Ohio.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0729
John Jennings	:	
1764 Westwood Avenue	:	

Alliance, OH 44601 : **Pending Reg. No. 0050-1010-**
2131-3623-5264 :
Respondent. :

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

John Jennings ("Respondent") submitted an application for registration as a medical marijuana caregiver ("Application") to the State of Ohio Board of Pharmacy on July 30, 2020. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Caregiver Registration ("Notice") to Respondent February 24, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 27, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08(B) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:7-1-01(D).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0702

After votes were taken in public session, the Board adopted the following Order in the Matter of **Adrienne Himes, Cincinnati, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:				
	:	Case No. A-2019-0369			
Adrienne Himes	:				
9960 Arborwood Drive, Apt. 125:	:				
Cincinnati, OH 45251	:	Pending	Reg.	No.	APP-
000253486	:				
	:				
Respondent.	:				

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Adrienne Himes ("Respondent") submitted an application for licensure as a medical marijuana support employee ("Application") to the State of Ohio Board of Pharmacy on April 20, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Support Employee License ("Notice") to Respondent January 13, 2021, via certified mail, return receipt requested. Respondent received the Notice on January 16, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:6-4-03, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03(A) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:6-1-01(I).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0703

After votes were taken in public session, the Board adopted the following Order in the Matter of **Michael Milette, Akron, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0062
Michael Milette	:	
1189 Oakland Avenue	:	
Akron, OH 44310	:	Pending Reg. No. APP-
000310235	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Michael Milette ("Respondent") submitted an application for licensure as a medical marijuana support employee ("Application") to the State of Ohio Board of Pharmacy on November 7, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Support Employee License ("Notice") to Respondent January 12, 2021, via certified mail, return receipt requested. Respondent received the Notice on January 14, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if

requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:6-4-03, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03(A) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729. or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:6-1-01(I).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0704

After votes were taken in public session, the Board adopted the following Order in the Matter of **Wakina Mitchell, Canton, Ohio**.

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0241
Wakina Mitchell	:	
2966 Sahara Avenue NE	:	
Canton, OH 44705	:	Pending Reg. No. APP-
000302321	:	
	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

Wakina Mitchell ("Respondent") submitted an application for licensure as a medical marijuana support employee ("Application") to the State of Ohio Board of Pharmacy on October 4, 2019. The Board issued a Notice of Opportunity for Hearing/Proposal to Deny Application for Medical Marijuana Support Employee License ("Notice") to Respondent January 26, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 2, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the following exhibits in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3796.14(B) and Ohio Administrative Code 3796:6-4-03, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:6-4-03(A) and all violations of law as described in the Notice. Based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Application is DENIED.
2. With the exception of a medical marijuana patient registration issued pursuant to ORC Chapter 3796., Respondent may not reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in ORC Chapters 3719., 3796., 4729.

or 4752., for a period of at least twelve months from the date of this Order, as set forth in OAC 3796:6-1-01(I).

Service of this Order shall be perfected in accordance with the requirements of ORC Chapter 119.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0705

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient C.G.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2020-0731
C.G.	:	
	:	MMJ Patient Reg. No. [REDACTED]
[REDACTED]	:	
Respondent.	:	

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

C.G. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about June 6, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on November 25, 2020, via certified mail, return receipt requested. On or about January 10, 2021, the Board became aware the Notice was returned as unclaimed. Consistent with Chapter 119. of the Ohio Revised Code, the Board reissued the Notice via Ordinary Mail, with Certificate of Mailing to C.G.'s address of record on January 29, 2021. It was not returned for failure of delivery. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7- 2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of the patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0706

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient C.L.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of :
 :
C.L. : **Case No. A-2021-0039**
 :
 :
 : **MMJ Patient Reg. No.** [REDACTED]
 [REDACTED] :
 :
Respondent. :

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

C.L. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about September 12, 2020. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on February 12, 2021, via certified mail, return receipt requested. Respondent received the Notice on February 18, 2021. Pursuant to ORC 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7- 2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the State's Exhibits and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of the patient registration until a period of one

year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Board Member Shawn Wilt, RPh, moved for the findings of fact, conclusions of law, and decision of the Board. Board Member Megan Marchal, RPh, seconded the motion. Motion passed (Yes- 7/No- 0).

SO ORDERED.

R-2021-0707

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient J.B.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2021-0070
J.B	:	
	:	
Respondent.	:	
	:	
Patient Registration No.	:	[REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

J.B. ("Respondent") was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about January 17, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing ("Notice") to Respondent on March 23, 2021, via certified mail, return receipt requested. Respondent received the Notice on 26, 2021. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

1. Respondent’s Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0708

After votes were taken in public session, the Board adopted the following Order in the Matter of **Medical Marijuana Patient J.S.**

BEFORE THE STATE OF OHIO BOARD OF PHARMACY

In the Matter of	:	
	:	Case No. A-2019-0019-
MPT	:	
J.S.	:	
	:	
Respondent.	:	
Patient Registration No.	:	[REDACTED]

FINAL ORDER OF THE STATE OF OHIO BOARD OF PHARMACY

J.S. (“Respondent”) was issued Medical Marijuana Patient Registration No. [REDACTED] by the State of Ohio Board of Pharmacy on or about January 17, 2019. The Board issued a Summary Suspension/Notice of Opportunity for Hearing (“Notice”) to Respondent on March 7, 2019, via certified mail, return receipt requested. On March 15, 2019, the Board became

aware the Notice was returned as unclaimed. Upon making contact with Respondent and obtaining a current address, the Notice was re-issued to Respondent on March 23, 2021. Respondent received the Notice on March 25, 2021. Pursuant to Ohio Revised Code Section 119.07, Respondent had a right to a hearing if requested within 30 days of the Notice's mailing. Respondent failed to request a hearing by the thirtieth and final day. Accordingly, as no hearing was requested, the Board considered the matter on June 8, 2021 under the authority of *Goldman v. State Med. Bd. of Ohio*, 110 Ohio App.3d 124, 129 (10th Dist.1996).

The Board reviewed the followings items in this matter prior to making its decision:

- State's Exhibit 1: Notice of Opportunity for Hearing
- State's Exhibit 2: Affidavit by Assigned Compliance Agent

WHEREFORE, the Board hereby confirms, approves, and adopts the facts contained in the affidavit submitted by the Board's compliance agent, labeled as State's Exhibit 2, and finds the same.

WHEREFORE, the Board finds that Respondent was legally served with the Notice and informed of the allegations contained therein and the rights afforded pursuant to ORC Chapter 119. As Respondent failed to request a hearing, no additional facts were presented to the Board on behalf of Respondent.

WHEREFORE, pursuant to ORC 3976.14 and Ohio Administrative Code (OAC) 3796:7-2-08, the State of Ohio Board of Pharmacy finds and concludes that Respondent engaged in conduct set forth in OAC 3796:7-2-08 and all violations of law as described in the Notice.

WHEREFORE, after review of the entire administrative record and pursuant to R.C. 3796.14 and based on the findings contained herein, the Board ORDERS as follows:

2. Respondent's Medical Marijuana Patient Registration No. [REDACTED] is suspended indefinitely. Respondent may not petition the Board for reinstatement of his patient registration until a period of one year from the effective date of this Order.

Service of this Order shall be perfected in accordance with the requirements of Chapter 119. of the Revised Code.

Mr. Wilt moved for the findings of fact, conclusions of law, and decision of the Board. Ms. Marchal seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

R-2021-0709

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

**IN THE MATTER OF:
Case No. A-2020-0632**

Stephanie VanHouten, RPh
License No. 06-015268
1300 Lytle Lane
Dayton, OH 45409

**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 Stephanie VanHouten for the purpose of resolving all issues between the parties relating to the Board investigation of Stephanie VanHouten engaging in the practice of pharmacy during the time Stephanie VanHouten's pharmacy intern license was lapsed. Together, the Board and Stephanie VanHouten 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. Stephanie VanHouten is a licensed pharmacist in the State of Ohio under license number 03-439727 and was a licensed pharmacy intern under license number 06-015268.

FACTS

1. The Board initiated an investigation of Stephanie VanHouten's pharmacy intern license, number 06-015268, related to Stephanie VanHouten engaging in the practice of pharmacy during the time Stephanie VanHouten's pharmacy intern license was lapsed.
2. On or about March 16, 2021, the Board sent a Notice of Opportunity for Hearing to Stephanie VanHouten 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 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. Stephanie VanHouten neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 16, 2021; 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. Stephanie VanHouten agrees to pay the Board the amount of \$200.00. However, notwithstanding Term (2), above, and Respondent having otherwise been compliant with ORC Chapter 4729, the rules adopted thereunder, and all other relevant state and federal law related to the practice of pharmacy during their licensure as a pharmacy intern in the State of Ohio, the Board stays \$100.00 and Stephanie VanHouten is only responsible for payment of \$100.00. This fine, \$100.00, will be attached to the intern license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Stephanie VanHouten agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Stephanie VanHouten understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Stephanie VanHouten 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, including to the Board on renewal applications or applications for a new license.
7. Stephanie VanHouten waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0710

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

**IN THE MATTER OF:
CASE No. A-2020-0462
I-2019-1367**

Humane Society of Seneca County
License No. 02-1007400
c/o Katherine Marie Daniel, DVM
2811 South State Route 100
Tiffin, Ohio 44883

**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 Humane Society of Seneca County (Humane Society) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs without a Board-issued license. Together, the Board and Humane Society 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. Humane Society of Seneca County is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1007400.

FACTS

1. The Board initiated an investigation of Humane Society, Terminal Distributor of Dangerous Drugs license number 02-1007400, related to Humane Society's illegal purchases of dangerous drugs without a Board-issued license.
2. On or about March 10, 2021 the Board sent a Notice of Opportunity for Hearing to the Humane Society of Seneca County, 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. Humane Society neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 10, 2021; 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. Humane Society agrees to pay to the Board a monetary penalty the amount of \$1,750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Humane Society 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. Humane Society 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 Humane Society 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 Humane Society by the Board and will NOT discharge Humane Society from any obligation under the terms of this Agreement.
6. Humane Society agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Humane Society 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 Humane Society will operate.
9. Humane Society waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0711

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

**IN THE MATTER OF:
CASE NO. A-2020-0460
501-2900**

Boxout, LLC, F.K.A. WBC Group, LLC
License No. 01-2057600
c/o Ronald Harrington
6333 Hudson Crossing Parkway
Hudson, OH 44236

**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 Boxout, LLC, F.K.A WBC Group, LLC, (Boxout) for the purpose of resolving all issues between the parties relating to the Board investigation of an illegal sale of dangerous drugs to an unlicensed entity. Together, the Board and Boxout 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Boxout is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2057600, which lists Ronald Harrington, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Boxout Wholesaler Distributor of Dangerous Drugs License No. 01-2057600, related to Boxout's illegal sale of dangerous drugs to an unlicensed entity.
2. On or about March 24, 2021, the Board sent a Notice of Opportunity for Hearing to Boxout 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. Boxout neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 24, 2021; 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. Boxout agrees to pay to the Board a monetary penalty in the amount of \$125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Boxout 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. Boxout 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 Boxout 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 Boxout by the Board and will NOT discharge Boxout from any obligation under the terms of this Agreement.
6. Boxout agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Boxout 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 Boxout will operate.
9. Boxout waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0712

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

**IN THE MATTER OF:
CASE No. A-2019-0299**

**John H. Paul M.D. Inc.
License No. 022140950
c/o John H. Paul M.D.
50 Normandy Drive, Suite 2
Painesville, OH 44077**

**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 John H. Paul M.D. Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs from an unlicensed entity. Together, the Board and John H. Paul M.D. 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. John H. Paul M.D. Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 022140950.

FACTS

1. The Board initiated an investigation of John H. Paul M.D. Inc., Terminal Distributor of Dangerous Drugs license number 022140950, related to John H. Paul M.D. Inc.'s illegal purchases of dangerous drugs from an unlicensed entity.
2. On or about April 1, 2021 the Board sent a Notice of Opportunity for Hearing to John H. Paul M.D. 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. John H. Paul M.D. Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 1, 2021; 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. John H. Paul M.D. Inc. agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. John H. Paul M.D. 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.
5. John H. Paul M.D. 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 John H. Paul M.D. 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 John H. Paul M.D. Inc. by the Board and will NOT discharge John H. Paul M.D. Inc. from any obligation under the terms of this Agreement.

6. John H. Paul M.D. Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. John H. Paul M.D. Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom John H. Paul M.D. Inc. will operate.
9. John H. Paul M.D. Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0713

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

**IN THE MATTER OF:
CASE No. A-2019-0260**

**Horizons Family Medicine
License No. 02-2006750
c/o Dr. Rhea Rowser**

One Elizabeth Place, 5th Floor Ste M
Dayton, Ohio 45417

**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 Horizons Family Medicine for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of compounded dangerous drugs from an unlicensed entity. Together, the Board and Horizons Family Medicine 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. Horizons Family Medicine is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2006750.

FACTS

1. The Board initiated an investigation of Horizons Family Medicine, Terminal Distributor of Dangerous Drugs license number 02-2006750, related to Horizons Family Medicine illegal purchases of compounded dangerous drugs from an unlicensed entity.
2. On or about February 25, 2021 the Board sent a Notice of Opportunity for Hearing to Horizons Family Medicine, 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. Horizons Family Medicine neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 2021; 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. Horizons Family Medicine agrees to pay to the Board a monetary penalty the amount of \$600.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Horizons Family Medicine 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. Horizons Family Medicine 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 Horizons Family Medicine 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 Horizons Family Medicine by the Board and will NOT discharge Horizons Family Medicine from any obligation under the terms of this Agreement.
6. Horizons Family Medicine agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Horizons Family Medicine 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 Horizons Family Medicine will operate.
9. Horizons Family Medicine waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.

This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0714

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

**IN THE MATTER OF:
CASE NO. A-2019-0491
I-2019-0391**

Airgas USA, LLC
License No. 01-2185700
c/o Christopher Pastore
858 Distribution Drive
Columbus, OH 43228

**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 Airgas USA, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity. Together, the Board and Airgas USA, LLC 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Airgas USA, LLC, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2185700, which lists Christopher Pastore, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Airgas USA, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-2185700, related to Airgas USA, LLC's illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity.
2. On or about March 26, 2021, the Board sent a Notice of Opportunity for Hearing to Airgas USA, LLC, 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. Airgas USA, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter March 26, 2021; 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. Airgas USA, LLC agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Airgas USA, LLC 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. Airgas USA, LLC 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 Airgas USA, LLC 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 Airgas USA, LLC by the Board and will NOT discharge Airgas USA, LLC from any obligation under the terms of this Agreement.
6. Airgas USA, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Airgas USA, LLC 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 Airgas USA, LLC will operate.

9. Airgas USA, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0715

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

**IN THE MATTER OF:
CASE NO. A-2020-0411
501-1788**

**Geer Gas Corporation
License No. 01-1528450
c/o Terrence Wilder
820 Yellow Springs Fairfield Road
Fairborn, OH 45324**

**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 Geer Gas Corporation (Geer Gas) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity. Together, the Board and Geer Gas 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.

2. Geer Gas is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1528450, which lists Terrence Wilder, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Geer Gas Wholesaler Distributor of Dangerous Drugs License No. 01-1528450, related to Geer Gas' illegal sales of medical grade oxygen, a dangerous drug, to an unlicensed entity.
2. On or about March 5, 2021, the Board sent a Notice of Opportunity for Hearing to Geer Gas 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. Geer Gas neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; 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. Geer Gas agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Geer Gas' Wholesale Distributor of Dangerous Drugs license will be issued subject to satisfactory completion of all application and inspection requirements and payment of the fine.
5. Geer Gas 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. Geer Gas 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 Geer Gas 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 Geer Gas by the Board and will NOT discharge Geer Gas from any obligation under the terms of this Agreement.

7. Geer Gas agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Geer Gas 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 Geer Gas will operate.
10. Geer Gas waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an 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.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0716

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

**IN THE MATTER OF:
CASE No. A-2019-0432
I-2019-0781**

**Fostoria Animal Clinic
License No. 02-1314950
c/o Robert Loveland DVM**

612 Plaza Drive
Fostoria, OH 44830

**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 Fostoria Animal Clinic for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Fostoria Animal Clinic are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the 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. Fostoria Animal Clinic is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1314950.

FACTS

1. The Board initiated an investigation of Fostoria Animal Clinic, Terminal Distributor of Dangerous Drugs license number 02-1314950, related to Fostoria Animal Clinic's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 24, 2021 the Board sent a Notice of Opportunity for Hearing to Fostoria Animal Clinic, 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. Fostoria Animal Clinic neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 24, 2021; 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. Fostoria Animal Clinic agrees to pay to the Board a monetary penalty the amount of \$300.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Fostoria Animal Clinic 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. Fostoria Animal Clinic agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Fostoria Animal Clinic of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Fostoria Animal Clinic by the Board and will NOT discharge Fostoria Animal Clinic from any obligation under the terms of this Agreement.
6. Fostoria Animal Clinic agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Fostoria Animal Clinic understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Fostoria Animal Clinic will operate.
9. Fostoria Animal Clinic waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0717

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

**IN THE MATTER OF:
CASE NO. A-2020-0254
501-1115**

Sanofi Pasteur Inc.
License No. 01-0606900
c/o Ross Treible
50 Stauffer Industrial Park
Taylor, PA 18517

**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 Sanofi Pasteur Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of Illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and Sanofi Pasteur Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Sanofi Pasteur Inc. is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-0606900, which lists Ross Treible, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Sanofi Pasteur Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-0606900, related to Sanofi Pasteur Inc.'s illegal sale of dangerous drugs to an unlicensed entity.
2. On or about March 16, 2021, the Board sent a Notice of Opportunity for Hearing to Sanofi Pasteur 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. Sanofi Pasteur Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 16, 2021; 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. Sanofi Pasteur Inc. agrees to pay to the Board a monetary penalty in the amount of \$125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Sanofi Pasteur 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.
5. Sanofi Pasteur Inc. agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Sanofi Pasteur 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 Sanofi Pasteur Inc. by the Board and will NOT discharge Sanofi Pasteur Inc. from any obligation under the terms of this Agreement.
6. Sanofi Pasteur Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Sanofi Pasteur Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Sanofi Pasteur Inc. will operate.

9. Sanofi Pasteur Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0718

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

**IN THE MATTER OF:
CASE No. A-2019-0261**

Horizons Women's Healthcare, LLC
License No. 02-1645000
c/o Dr. Andre Harris
8662 N. Main Street
Dayton, Ohio 45415

**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 Horizon Women's Healthcare, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of controlled substances while operating without a Board-issued Category III TDDD license. Together, the Board and Horizons Women's Healthcare, LLC 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. Horizons Women's Healthcare, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1645000.

FACTS

1. The Board initiated an investigation of Horizons Women's Healthcare, LLC, Terminal Distributor of Dangerous Drugs license number 02-1645000, related to Horizons Women's Healthcare, LLC illegal purchases of controlled substances while operating without a Board-issued Category III TDDD license.
2. On or about February 25, 2021 the Board sent a Notice of Opportunity for Hearing to Horizons Women's Healthcare, LLC, 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. Horizons Women's Healthcare, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 2021; 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. Horizons Women's Healthcare, LLC agrees to pay to the Board a monetary penalty the amount of \$2,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Horizons Women's Healthcare, LLC 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. Horizons Women's Healthcare, LLC 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 Horizons Women's Healthcare, LLC 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 Horizons Women's Healthcare, LLC by the Board and will NOT discharge Horizons Women's Healthcare, LLC from any obligation under the terms of this Agreement.

6. Horizons Women's Healthcare, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Horizons Women's Healthcare, LLC 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 Horizons Women's Healthcare, LLC will operate.
9. Horizons Women's Healthcare, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0719

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

**IN THE MATTER OF:
Case No. A-2021-0025
I-2020-1645**

**Lauren Pullins
Registration No. 09-114349
142 S. Center Street
West Jefferson, Ohio 43162**

**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 Lauren Pullins for the purpose of resolving all issues between the parties relating to the Board investigation of working at Happy Druggist Pharmacy without Board-issued registration as a pharmacy technician. Together, the Board and Lauren Pullins are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Lauren Pullins is a pharmacy technician trainee in the state of Ohio under registration number 09-114349.

FACTS

1. The Board initiated an investigation of Lauren Pullins, pharmacy technician trainee registration number 09-114349, related to Lauren Pullin's working as a pharmacy technician at Happy Druggist Pharmacy without obtaining proper registration as a pharmacy technician.
2. On or about April 30, 2021 the Board sent a Notice of Opportunity for Hearing to Lauren Pullins 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 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. Lauren Pullins neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 30, 2021; 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. Lauren Pullins agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

4. Lauren Pullins agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Lauren Pullins understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Lauren Pullins 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, including to the Board on renewal applications or applications for a new license.
7. Lauren Pullins waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0720

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

**IN THE MATTER OF:
Case No. A-2019-0499
501-1478**

**Rachel Britsch
Registration No. 09-104802
4062 Mayview Drive
Dayton, Ohio 45416**

**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 Rachel Britsch for the purpose of resolving all issues between the parties relating to the Board investigation of working at Reed's Pharmacy, located at 675 W. Main Street, New Lebanon, Ohio, without

maintaining a valid registration as a pharmacy technician trainee. Together, the Board and Rachel Britsch are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Rachel Britsch was a pharmacy technician trainee in the state of Ohio under registration number 09-104802.

FACTS

1. The Board initiated an investigation of Rachel Britsch, pharmacy technician trainee registration number 09-104802, related to Rachel Britsch's working as a pharmacy technician trainee at Reed's Pharmacy without maintaining a valid registration as a pharmacy technician trainee.
2. On or about April 27, 2021 the Board sent a Notice of Opportunity for Hearing to Rachel Britsch 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 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. Rachel Britsch neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 27, 2021; 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. Rachel Britsch agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to your registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Rachel Britsch agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

5. Rachel Britsch understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Rachel Britsch 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, including to the Board on renewal applications or applications for a new license.
7. Rachel Britsch waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0721

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

**IN THE MATTER OF:
Case No. A-2021-0121**

**Allen Vuong
SUSPENDED Registration No. 09-306891**

4106 Brooklyn Ave.
Cleveland, OH 44109

**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 Allen Vuong, for the purpose of resolving all issues between the parties relating to the theft of controlled substances. Together, the Board and Allen Vuong are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 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 4729.90 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Allen Vuong is an Ohio-registered certified pharmacy technician under suspended registration number 09-306891.

FACTS

1. The Board initiated an investigation of Allen Vuong, certified pharmacy technician, registration number 09-306981, related to Allen Vuong's theft of dangerous drugs from the licensed Terminal Distributor of Dangerous Drugs where he was employed.
2. On or about April 9, 2021, the Board sent a Summary Suspension/ Notice of Opportunity for Hearing to Allen Vuong, 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 WHEREFORE, in consideration of the mutual promises wherein 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. Allen Vuong neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 9, 2021; 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. **ALLEN VUONG PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS REGISTRATION AS A CERTIFIED PHARMACY TECHNICIAN, REGISTRATION NO. 09-306891, WITH DISCIPLINE PENDING.**
4. **Notwithstanding the permanent surrender as outlined in term 3, Allen Vuong may only reapply for a license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752.**

of the Revised Code, if he first provides satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render him unfit to practice, to include at minimum, unless otherwise approved by the Board:

- a. Successful completion of a Board-approved or court-ordered treatment program; and**
 - b. Continuous participation in a Board-approved monitoring program for no less than 24 months, to include all components set forth in OAC 4729:4-1-04.**
5. Allen Vuong agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Allen Vuong understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Allen Vuong 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.
 8. Allen Vuong 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-2021-0722

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

**IN THE MATTER OF:
CASE No. A-2020-0465
501-1847**

**Mercy Health - St. Vincent
License No. 02-0029950
c/o Phillip Nelson, RPh**

2213 Cherry Street
Toledo, Ohio 43608

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 Mercy Health - St. Vincent Medical Center, LLC (Mercy Health - St. Vincent) for the purpose of resolving all issues between the parties relating to the Board investigation of pharmacy employees performing pharmacy technician duties without obtaining Board-issued registration. Together, the Board and Mercy Health - St. Vincent 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. Mercy Health - St. Vincent, located at 2213 Cherry Street, Toledo, Ohio, has an active TDDD license with the Board under license number 02-0029950, which lists Phillip Nelson, RPh as the Responsible Person.

FACTS

1. The Board initiated an investigation of Mercy Health - St. Vincent, TDDD license number 02-0029950, related to two pharmacy employees performing pharmacy technician duties without obtaining Board-issued registration.
2. On or about March 5, 2021, the Board sent a Notice of Opportunity for Hearing to Mercy Health - St. Vincent, 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 26, 2021, Mercy Health - St. Vincent, through counsel Jason Van Dam, timely requested an administrative hearing, which was subsequently scheduled for July 12, 2021.

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

TERMS

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

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

2. Mercy Health - St. Vincent neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021, 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. Mercy Health - St. Vincent agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached Mercy Health - St. Vincent's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Mercy Health - St. Vincent 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. Mercy Health - St. Vincent 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 Mercy Health - St. Vincent 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 Mercy Health - St. Vincent by the Board and will NOT discharge Mercy Health - St. Vincent from any obligation under the terms of this Agreement.
6. Mercy Health - St. Vincent agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Mercy Health - St. Vincent 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 Mercy Health - St. Vincent will operate.
9. Mercy Health - St. Vincent expressly waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, specifically withdraws its request for a hearing, 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.

R-2021-0723

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

**IN THE MATTER OF:
Case No. A-2020-0467
501-1847**

**Phillip Nelson, RPh
License No. 03-315853
2207 Ronaldo Road
Toledo, Ohio 43615**

**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 Phillip Nelson, for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing pharmacy technician duties at Mercy Health – St. Vincent Medical Center without obtaining Board-issued registration. Together, the Board and Phillip Nelson 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 4729.16 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Phillip Nelson is a licensed pharmacist in the state of Ohio under license number 03-315853, who is listed as the Responsible Person for Mercy Health – St. Vincent Medical Center’s pharmacy, located at 2213 Cherry Street, Toledo, Ohio.

FACTS

1. The Board initiated an investigation of Phillip Nelson, pharmacist license number 03-315853, and Mercy Health – St. Vincent Medical Center, regarding two employees of Mercy Health – St. Vincent Medical Center’s pharmacy performing pharmacy technician duties without obtaining Board-issued registration.

3. On or about March 5, 2021, the Board sent a Notice of Opportunity for Hearing to Phillip Nelson, 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.
4. On or about March 26, 2021, Phillip Nelson, through counsel Jason Van Dam, timely requested an administrative hearing, which was subsequently scheduled for July 12, 2021.

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

TERMS

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

1. The recitals set forth above are incorporated in this Agreement as though fully set forth herein.
2. Phillip Nelson neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated March 12, 2021; 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. Phillip Nelson must complete the Responsible Person Roundtable, a total of one hour (0.1 CEU), and a Virtual Law event, which may not also be used for license renewal. The CEUs must be completed within 180 days from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
4. Phillip Nelson agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Phillip Nelson's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
5. Phillip Nelson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Phillip Nelson understands that he has the right to be represented by counsel for review and execution of this Agreement.
7. Phillip Nelson 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.

8. Phillip Nelson expressly withdraws his request for a hearing, 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.
12. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0724

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

**IN THE MATTER OF:
CASE No. A-2020-0236
I-2019-1544**

**National Church Residences Medical Home
License No. 02-2653050
c/o John Weigand, MD
650 Van Buren Drive
Columbus, Ohio 43223**

**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 National Church Residences Medical Home (National Church) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal possession of dangerous drugs while operating without a Board-issued license. Together, the Board and National Church 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. National Church, located at 650 Van Buren Drive, Columbus, Ohio, is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2653050.

FACTS

1. The Board initiated an investigation of National Church, Terminal Distributor of Dangerous Drugs license number 02-2653050, related to National Church's illegal possession of dangerous drugs while operating without a Board-issued license.
2. On or about May 5, 2021 the Board sent a Notice of Opportunity for Hearing to National Church, 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. National Church neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 5, 2021; 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. National Church agrees to pay to the Board a monetary penalty the amount of \$400.00 This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. National Church 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. National Church 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 National Church 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 National Church by the Board and will NOT discharge National Church from any obligation under the terms of this Agreement.

6. National Church agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. National Church 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 National Church will operate.
9. National Church waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0725

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

**IN THE MATTER OF:
CASE No. A-2020-0080
I-2019-1041**

**Renal Services of Toledo
License No. 02-2803350**
c/o Dr. David Da Rocha-Afodu
2702 Navarre #201
Oregon, OH 43616

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 Renal Services of Toledo for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchase and possession of dangerous drugs while operating without a Board-issued license. Together, the Board and Renal Services of Toledo 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. Renal Services of Toledo is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2803350.

FACTS

1. The Board initiated an investigation of Renal Services of Toledo, Terminal Distributor of Dangerous Drugs license number 02-2803350, related to Renal Services of Toledo's illegal purchase and possession of dangerous drugs while operating without a Board-issued license.
2. On or about March 2, 2021 the Board sent a Notice of Opportunity for Hearing to Renal Services of Toledo, 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. Renal Services of Toledo neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 2, 2021; 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. Renal Services of Toledo agrees to pay to the Board a monetary penalty the amount of \$400.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To

pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Renal Services of Toledo 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. Renal Services of Toledo 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 Renal Services of Toledo 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 Renal Services of Toledo by the Board and will NOT discharge Renal Services of Toledo from any obligation under the terms of this Agreement.
 6. Renal Services of Toledo agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Renal Services of Toledo 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 Renal Services of Toledo will operate.
 9. Renal Services of Toledo waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0726

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

**IN THE MATTER OF:
Case No. A-2021-0016
I-2020-0540
I-2021-0263**

**Fie Dean
Registration No. 09-307750
75 N. Wright Street
Fairborn, OH 45324**

**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 Fie Dean, for the purpose of resolving all issues between the parties relating to working while under the influence of alcohol. Together, the Board and Fie Dean are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 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 4729.90 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Fie Dean is an Ohio-registered certified pharmacy technician under suspended registration number 09-307750.

FACTS

1. The Board initiated an investigation of Fie Dean, certified pharmacy technician, registration number 09-307750, related to Fie Dean's working while under the influence of alcohol.
2. On or about April 1, 2020, the Board sent a Summary Suspension/ Notice of Opportunity for Hearing to Fie Dean, 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 July 16, 2020, the parties entered into a settlement agreement. The relevant terms of the settlement agreement were as follow:
 - a. A twelve (12) month suspension of her registration retroactive to the date of the Summary Suspension, April 1, 2020.

- b. After twelve (12) months from the Summary Suspension Order, issued on April 1, 2020, the Board will consider any petition filed by Fie Dean for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the pharmacy technician registration if the following conditions have been met.
 - c. Fie Dean must enter into and adhere to the terms of a new contract, signed within thirty days after the effective date of this Order, with a Board approved treatment monitor for a period of not less than five years and, upon signing, submit a copy of the contract to the Board office. Fie Dean should also submit to the Board documentation demonstrating compliance with an Ohio Department of Mental Health and Addiction Services (ODMHAS) treatment provider, if applicable. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Fie Dean to potential sanctions up to and including revocation of license.
 - d. The intervener/sponsor shall submit reports to the Board, in a format acceptable to the Board, indicating drug screens and their results in a timely fashion. Actual copies of drug screens shall be made available to the Board upon request.
 - e. Fie Dean must immediately report any violation of the terms of this suspension to the Board by contacting legal@pharmacy.ohio.gov. Failure to self-report any violation shall be treated as a violation of this Board's Order and will subject Fie Dean to possible additional sanctions, including and up to revocation of license.
4. On or about February 26, 2021, the Board was notified by Ohio PRO, Fie Dean's monitoring program, that Fie Dean had discontinued her contract with PRO.
 5. On or about May 6, 2021, Fie Dean made a written statement to an agent from the Board. She stated she did not want to renew her state pharmacy license. Fie Dean answered "yes" to the question if she wanted to permanently surrender her registration with the State of Ohio Board of Pharmacy.

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

TERMS

NOW WHEREFORE, in consideration of the mutual promises wherein 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. **FIE DEAN PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HER REGISTRATION AS A CERTIFIED PHARMACY TECHNICIAN, REGISTRATION NO. 09-307750, WITH DISCIPLINE PENDING.**
 3. **The Board agrees to not take any further disciplinary action or institute additional administrative proceedings against Fie Dean's registration.**
 4. **Fie Dean agrees to never reapply for any license or registration over which the State of Ohio Board of Pharmacy has jurisdiction, including those set forth in Chapters 3719., 3796., 4729. or 4752. of the Revised Code.**
 5. Fie Dean agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Fie Dean understands that she has the right to be represented by counsel for review and execution of this agreement.
 7. Fie Dean 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, including to the Board on renewal applications or applications for a new license.
 8. Fie Dean waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws her request for a hearing in this matter 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.
 12. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0727

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

**IN THE MATTER OF:
CASE No. A-2020-0072
501-1304**

**Vista Center of Boardman
License No. 02-2602700**
c/o Nicole Strock
830 Boardman-Canfield
Youngstown, OH 44512

**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 Vista Center of Boardman for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Vista Center of Boardman 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. Vista Center of Boardman is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2602700.

FACTS

1. The Board initiated an investigation of Vista Center of Boardman, Terminal Distributor of Dangerous Drugs license number 022602700, related to Vista Center of Boardman's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about April 20, 2021 the Board sent a Notice of Opportunity for Hearing to Vista Center of Boardman, 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. Vista Center of Boardman neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 20, 2021; 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. Vista Center of Boardman agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Vista Center of Boardman 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. Vista Center of Boardman 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 Vista Center of Boardman 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 Vista Center of Boardman by the Board and will NOT discharge Vista Center of Boardman from any obligation under the terms of this Agreement.
6. Vista Center of Boardman agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Vista Center of Boardman 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 Vista Center of Boardman will operate.
9. Vista Center of Boardman waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0728

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

**IN THE MATTER OF:
CASE No. A-2020-0419
I-2019-1374**

**Arcadia Valley Skilled Nursing and Rehabilitation
License No. 02-2346100
c/o Bryan Casey, LNHA
25675 E. Main Street
Coolville, OH 45723**

**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 Arcadia Valley Skilled Nursing and Rehabilitation for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen, a dangerous drug, while operating without a Board-issued license. Together, the Board and Arcadia Valley Skilled Nursing and Rehabilitation 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. Arcadia Valley Skilled Nursing and Rehabilitation is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2346100.

FACTS

1. The Board initiated an investigation of Arcadia Valley Skilled Nursing and Rehabilitation, Terminal Distributor of Dangerous Drugs license number 022346100, related to Arcadia Valley Skilled Nursing and Rehabilitation's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about April 20, 2021 the Board sent a Notice of Opportunity for Hearing to Arcadia Valley Skilled Nursing and Rehabilitation 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. Arcadia Valley Skilled Nursing and Rehabilitation neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 20, 2021; 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. Arcadia Valley Skilled Nursing and Rehabilitation agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Arcadia Valley Skilled Nursing and Rehabilitation 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. Arcadia Valley Skilled Nursing and Rehabilitation 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 Arcadia Valley Skilled Nursing and Rehabilitation 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 Arcadia Valley Skilled Nursing and Rehabilitation by the Board and will NOT discharge Arcadia

Valley Skilled Nursing and Rehabilitation from any obligation under the terms of this Agreement.

6. Arcadia Valley Skilled Nursing and Rehabilitation agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Arcadia Valley Skilled Nursing and Rehabilitation 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 Arcadia Valley Skilled Nursing and Rehabilitation will operate.
9. Arcadia Valley Skilled Nursing and Rehabilitation waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0729

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

**IN THE MATTER OF:
CASE No. A-2019-0494
501-1048**

**Pine Crest Nursing Center
License No. 02-0848800
c/o Aman Ahmed, MD
463 East Pike Street
Morrow, OH 45152**

**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 Pine Crest Nursing Center for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen while operating without a Board-issued license. Together, the Board and Pine Crest Nursing Center 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. Pine Crest Nursing Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0848800.

FACTS

1. The Board initiated an investigation of Pine Crest Nursing Center, Terminal Distributor of Dangerous Drugs license number 02-0848800, related to Pine Crest Nursing Center's illegal purchases of medical oxygen while operating without a Board-issued license.
2. On or about April 15, 2021 the Board sent a Notice of Opportunity for Hearing to Pine Crest Nursing Center, 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. Pine Crest Nursing Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated April 15, 2021; 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. Pine Crest Nursing Center agrees to pay to the Board a monetary penalty the amount of \$8,400. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To

pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Pine Crest Nursing Center 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. Pine Crest Nursing Center 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 Pine Crest Nursing Center 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 Pine Crest Nursing Center by the Board and will NOT discharge Pine Crest Nursing Center from any obligation under the terms of this Agreement.
 6. Pine Crest Nursing Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Pine Crest Nursing Center 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 Pine Crest Nursing Center will operate.
 9. Pine Crest Nursing Center waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0730

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

**IN THE MATTER OF:
Case No. A-2020-0503
I-2020-0851**

**Mercy Health Anderson Pharmacy
License No. 02-0384850**
c/o Jason Glasgow, RPh
7500 State Road
Cincinnati, Ohio 45255

**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 Mercy Health Anderson Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Mercy Health Anderson Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Mercy Health Anderson Pharmacy has an active TDDD license with the Board under license number 02-0384850, which lists Jason Glasgow, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Mercy Health Anderson Pharmacy, TDDD license number 02-0384850, related to an employee performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about May 4, 2021, the Board sent a Notice of Opportunity for Hearing to Mercy Health Anderson Pharmacy, 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. Mercy Health Anderson Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 4, 2021, 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. Mercy Health Anderson Pharmacy agrees to pay to the Board a monetary penalty the amount of \$500.00. This fine will be attached to Mercy Health Anderson Pharmacy's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Mercy Health Anderson Pharmacy 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. Mercy Health Anderson Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Mercy Health Anderson Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Mercy Health Anderson Pharmacy by the Board and will NOT discharge Mercy Health Anderson Pharmacy from any obligation under the terms of this Agreement.
6. Mercy Health Anderson Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Mercy Health Anderson Pharmacy 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 Mercy Health Anderson Pharmacy will operate.

9. Mercy Health Anderson Pharmacy 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.

This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0731

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

**IN THE MATTER OF:
Case No. A-2020-0504
I-2020-0851**

**Jason Glasgow, RPh
License No. 03-127452
6412 Lewis Road
Loveland, Ohio 45140**

**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 Jason Glasgow, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining appropriate registration with the Board. Together, the Board and Jason Glasgow 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, restrict, limit, 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. Jason Glasgow is a licensed pharmacist in the state of Ohio under license number 03-127452.
3. Jason Glasgow is the Responsible Person of Mercy Hospital Anderson Pharmacy, located at 7500 State Road, Cincinnati, Ohio.

FACTS

1. The Board initiated an investigation of Jason Glasgow, pharmacist license number 03-127452, and Mercy Hospital Anderson Pharmacy, related to an employee of Mercy Hospital Anderson Pharmacy performing duties of a pharmacy technician without obtaining appropriate registration with the Board.
2. On or about May 4, 2021 the Board sent a Notice of Opportunity for Hearing to Jason Glasgow, 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. Jason Glasgow neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 4, 2021; 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. Jason Glasgow agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Jason Glasgow's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Jason Glasgow agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

5. Jason Glasgow understands that she has the right to be represented by counsel for review and execution of this agreement.
 6. Jason Glasgow 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, including to the Board on renewal applications or applications for a new license.
 7. Jason Glasgow explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
 11. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0732

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

**IN THE MATTER OF:
CASE No. A-2020-0695
501-2380**

**Dr. Daniel J. Yates, DVM
License No. 02-1345500
728 Williams Road
Wilmington, Ohio 45177**

**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 Dr. Daniel J. Yates, DVM for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license. Together, the Board and Dr. Daniel J. Yates, DVM 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. Dr. Daniel J. Yates, DVM is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1345500, which lists Dr. Daniel Yates as the Responsible Person.

FACTS

1. The Board initiated an investigation of Dr. Daniel J. Yates, DVM, Terminal Distributor of Dangerous Drugs license number 02-1345500, related to Dr. Daniel J. Yates, DVM's illegal purchases of dangerous drugs, including controlled substances, while operating without a Board-issued license.
2. On or about March 24, 2021 the Board sent a Notice of Opportunity for Hearing to Dr. Daniel J. Yates, DVM, 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. Dr. Daniel J. Yates, DVM neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 24, 2021; 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. Dr. Daniel J. Yates, DVM agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Dr. Daniel J. Yates, DVM 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. Dr. Daniel J. Yates, DVM 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 Dr. Daniel J. Yates, DVM 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 Dr. Daniel J. Yates, DVM by the Board and will NOT discharge Dr. Daniel J. Yates, DVM from any obligation under the terms of this Agreement.

6. Dr. Daniel J. Yates, DVM agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Dr. Daniel J. Yates, DVM understands that he 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 Dr. Daniel J. Yates, DVM will operate.
9. Dr. Daniel J. Yates, DVM waives his right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0733

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

**IN THE MATTER OF:
CASE No. A-2020-0315
501-1313**

**Kozy Dental Care
License No. 02-2705250
c/o Paul S. Kozy, DDS
3349 Executive Parkway #F**

Toledo, Ohio 43606

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 Kozy Dental Care for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Kozy Dental Care 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. Kozy Dental Care is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2705250.

FACTS

1. The Board initiated an investigation of Kozy Dental Care, Terminal Distributor of Dangerous Drugs license number 02-2705250, related to Kozy Dental Care's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 23, 2021 the Board sent a Notice of Opportunity for Hearing to Kozy Dental Care, 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. Kozy Dental Care neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 23, 2021; 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. Kozy Dental Care agrees to pay to the Board a monetary penalty the amount of \$750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Kozy Dental Care 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. Kozy Dental Care 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 Kozy Dental Care 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 Kozy Dental Care by the Board and will NOT discharge Kozy Dental Care from any obligation under the terms of this Agreement.
6. Kozy Dental Care agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Kozy Dental Care 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 Candlewood Healthcare will operate.
9. Kozy Dental Care waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0734

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

**IN THE MATTER OF:
Case No. A-2021-0075
501-3772**

**Nicholas Hull
Registration No. 09-114946
2234 E. 43rd Street
Ashtabula, Ohio 44004**

**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 Nicholas Hull for the purpose of resolving all issues between the parties relating to the Board investigation of working at Ashtabula County Medical Center, located at 2420 Lake Avenue, Ashtabula, Ohio, without a valid registration as a pharmacy technician trainee. Together, the Board and Nicholas Hull are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
2. Nicholas Hull is a pharmacy technician trainee in the state of Ohio under registration number 09-114946.

FACTS

1. The Board initiated an investigation of Nicholas Hull, pharmacy technician trainee registration number 09-114946, related to Nicholas Hull's working as a pharmacy technician trainee at Ashtabula County Medical Center without maintaining a valid registration as a pharmacy technician.
2. On or about May 6, 2021 the Board sent a Notice of Opportunity for Hearing to Nicholas Hull which outlined the allegations and provided notice of her right to a hearing, her 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 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. Nicholas Hull neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 6, 2021; 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. Nicholas Hull agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Nicholas Hull's application for a certified pharmacy technician registration in the state of Ohio under application number APP-000421298 will be granted so long as all other obligations have been satisfied by Nicholas Hull to properly have his certified pharmacy technician registration granted.
5. Nicholas Hull agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Nicholas Hull understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Nicholas Hull 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.
8. Nicholas Hull 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.
12. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0735

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

**IN THE MATTER OF:
CASE No. A-2021-0078
I-2021-0191**

**Patriot Housecall, Inc.
License No. 02-2612200**
c/o Catherine Lileas
986 Tibbetts Wick Road
Girard, Ohio 4420

**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 Patriot Housecall, Inc. (Patriot Housecall) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Patriot Housecall 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. Patriot Housecall is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2612200.

FACTS

1. The Board initiated an investigation of Patriot Housecall, Terminal Distributor of Dangerous Drugs license number 02-2612200, related to Patriot Housecall's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about May 4, 2021 the Board sent a Notice of Opportunity for Hearing to Patriot Housecall, 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. Patriot Housecall neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 4, 2021; 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. Patriot Housecall agrees to pay to the Board a monetary penalty the amount of \$1,000.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Patriot Housecall 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. Patriot Housecall 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 Patriot Housecall 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 Patriot Housecall by the Board and will NOT discharge Patriot Housecall from any obligation under the terms of this Agreement.
6. Patriot Housecall agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Patriot Housecall 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 Patriot Housecall will operate.
9. Patriot Housecall waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0736

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

**IN THE MATTER OF:
CASE Nos. A-2020-0238; I-2020-0326
A-2020-0485; I-2020-0764**

PharMerica
License No. 02-1508850
c/o Steven Grove, RPh
720 Lakeview Plaza Blvd., Suite H
Worthington, Ohio 43085

**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 PharMerica for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and PharMerica 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. PharMerica is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1508850.

FACTS

1. The Board initiated an investigation of PharMerica, Terminal Distributor of Dangerous Drugs license number 02-1508850, related to PharMerica's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about May 5, 2021 the Board sent a Notice of Opportunity for Hearing to PharMerica, 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. PharMerica neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 5, 2021; 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. PharMerica agrees to pay to the Board a monetary penalty the amount of \$1,700.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. PharMerica 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. PharMerica 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 PharMerica 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 PharMerica by the Board and will NOT discharge PharMerica from any obligation under the terms of this Agreement.
6. PharMerica agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. PharMerica 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 PharMerica will operate.
 9. PharMerica waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0737

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

**IN THE MATTER OF:
Case No. A-2020-0502
I-2020-0851**

Nathan Shaw
Registration No. 09-113468; 09-315028
237 E Charles Street
Batavia, Ohio 45103

**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 Nathan Shaw for the purpose of resolving all issues between the parties relating to the Board investigation of working at Mercy Hospital Anderson Pharmacy, located at 7500 State Road, without a valid registration as a pharmacy technician. Together, the Board and Nathan Shaw are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to

Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.

2. From on or about May 15, 2020, to from on or about September 13, 2020, Nathan Shaw had an active pharmacy technician trainee registration in the state of Ohio under registration number 09-113468. A new registration number 09-315028 was issued to Nathan Shaw on or about September 14, 2020 and is currently active as a certified pharmacy technician.

FACTS

1. The Board initiated an investigation of Nathan Shaw, related to Nathan Shaw's working as a pharmacy technician at Mercy Hospital Anderson Pharmacy without obtaining a valid registration as a pharmacy technician.
2. On or about April 29, 2021 the Board sent a Notice of Opportunity for Hearing to Nathan Shaw 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 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. Nathan Shaw neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 29, 2021 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. Nathan Shaw agrees to pay to the OSBP the amount of amount of \$50.00. This fine will be attached to your registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
4. Nathan Shaw agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Nathan Shaw understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Nathan Shaw 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, including to the Board on renewal applications or applications for a new license.

7. Nathan Shaw waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0738

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

IN THE MATTERS OF:

Portsmouth Emergency Ambulance Service, Inc. – Lancaster

Case No. A-2018-0043

License No. 02-2116805

655 Columbus Street

Lancaster, OH 43130

Portsmouth Emergency Ambulance Service, Inc. – New Lexington

Case No. A-2019-0183

License No. 02-2116809

1870 Airport Road

New Lexington, OH 43764

Portsmouth Medic Transport, LLC

Case No. A-2020-0634

f/k/a Portsmouth Emergency Ambulance Service, Inc. – Columbus

License No. 02-2116813

600 Shoemaker Avenue

Columbus, OH 43201

**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 the above-listed Terminal Distributor of Dangerous Drugs licensees (Respondents) for the purpose of resolving all issues between the parties relating to Board inspections of each facility. Together, the Board and Respondents 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. Portsmouth Emergency Ambulance Service, Inc. – Lancaster (Portsmouth Lancaster) has a current TDDD license with the Board under license number 02-2116805.
3. Portsmouth Emergency Ambulance Service, Inc. – New Lexington (Portsmouth New Lexington) has a current TDDD license with the Board under license number 02-2116809.
4. Portsmouth Medic Transport, LLC, has a current TDDD license with the Board under license number 02-2116813. It was previously known as Portsmouth Emergency Ambulance Service, Inc. - Columbus.
5. Each of the Respondents lists John Scott, DO, as its Responsible Person.

FACTS

1. The Board initiated an investigation of each Respondent related to Board inspections conducted at each facility.
2. On or about July 8, 2020, the Board sent a Notice of Opportunity for Hearing to Portsmouth Lancaster, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about July 8, 2020, the Board sent a Notice of Opportunity for Hearing to Portsmouth New Lexington, 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.
4. On or about October 22, 2020, the Board sent a Notice of Opportunity for Hearing to Portsmouth Medic Transport, LLC, 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. Respondents neither admit nor deny the allegations stated in each the Notice of Opportunity for Hearing letters, as described above; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in each of the Notices, and hereby adjudicates the same.
3. Respondents agree to comply with all federal and state requirements relative to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code 4729 et seq. and the Ohio Administrative Code 4729-5 et seq.
4. Respondents agree to conduct internal checks, including mock inspections of satellite locations, and provide oversight of each satellite location by continuing to monitor security cameras and the Electronic Narc Log, as well as conduct weekly meetings with corporate and station management, to ensure that all satellite stations are in compliance with all applicable state and federal laws.
5. Respondents agree to pay the Board the amount of \$5,000. However, \$2,500 shall be stayed if:

- a. Respondents complete the conversion to electronic run reports, as previously described to the Board, within one year from the effective date of this Agreement, and notify the Board, in writing of such completion; and
- b. Respondents adhere to all policies, procedures, and other processes that it has already implemented in response to each of the Notice of Opportunity for Hearing letters, as Respondents have previously described to the Board.

This fine, \$2,500, will be attached to the license record and must be paid no later than 30 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

6. Each Respondent 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 each Respondent currently holds a professional license, including the Board on renewal applications or applications for a new license.
7. Each Respondent 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 any of the individual Respondents 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 that Respondent by the Board and will NOT discharge that Respondent from any obligation under the terms of this Agreement.
8. Respondents agree to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Each Respondent 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 each Respondent will operate.
11. Each Respondent waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 15. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0739

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

**IN THE MATTER OF:
Case No. A-2021-0076
501-3772**

**Ashtabula County Medical Center
License No. 02-0040800
c/o Richard Franklin Trice, Jr., RPh
2420 Lake Avenue
Ashtabula, Ohio 44004**

**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 Ashtabula County Medical Center (Ashtabula County Medical Center) for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Ashtabula County Medical Center 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Ashtabula County Medical Center has an active TDDD license with the Board under license number 02-0040800, which lists Richard Franklin Trice, Jr., RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Ashtabula County Medical Center, TDDD license number 02-0040800, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.

2. On or about May 6, 2021, the Board sent a Notice of Opportunity for Hearing to Ashtabula County Medical Center, 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. Ashtabula County Medical Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 6, 2021, 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. Ashtabula County Medical Center agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to Ashtabula County Medical Center's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Ashtabula County Medical Center 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. Ashtabula County Medical Center 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 Ashtabula County Medical Center 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 Ashtabula County Medical Center by the Board and will NOT discharge Ashtabula County Medical Center from any obligation under the terms of this Agreement.
6. Ashtabula County Medical Center agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

7. Ashtabula County Medical Center 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 Ashtabula County Medical Center will operate.
9. Ashtabula County Medical Center 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0740

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

**IN THE MATTER OF:
Case No. A-2020-0719
501-2821**

**Jason Langdon
Registration No. 09-315713
214 Union Street
Ironton, Ohio 45638**

**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 Jason Langdon for the purpose of resolving all issues between the parties relating to the Board investigation of working at Coal Grove Pharmacy, located at 600 Marion Pike, Ironton, Ohio, without a valid registration as a pharmacy technician. Together, the Board and Jason Langdon are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Jason Langdon is a certified pharmacy technician in the state of Ohio under registration number 09-315713.

FACTS

1. The Board initiated an investigation of Jason Langdon, certified pharmacy technician registration number 09-315713, related to Jason Langdon's working as a pharmacy technician at Coal Grove Pharmacy without obtaining/maintaining a valid registration as a pharmacy technician.
2. On or about May 20, 2021 the Board sent a Notice of Opportunity for Hearing to Jason Langdon 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 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. Jason Langdon neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated May 20, 2021; 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. Jason Langdon agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Jason Langdon agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Jason Langdon understands that he has the right to be represented by counsel for review and execution of this agreement.

6. Jason Langdon 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.
7. Jason Langdon waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0741

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

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and executed by and among, Greenleaf Apothecaries, LLC ("Greenleaf Apothecaries"), Debbie's Dispensary Ohio 4, LLC ("Debbie's Dispensary"), PharmaCann Ohio, LLC ("PharmaCann"), Pure Ohio Wellness, LLC ("Pure Ohio Wellness"), Pure Ohio Springfield, LLC ("Pure Ohio Springfield"), Pure Ohio Dayton, LLC ("Pure Ohio Dayton") (collectively, the "Plaintiffs"), and the State of Ohio Board of Pharmacy and Executive Director Steven S. Schierholt, individually in his capacity as Executive Director of the State of Ohio Board of Pharmacy (collectively, the "Board") (the Plaintiffs and Board, each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, on January 14, 2019, the Board issued a Certificate of Operation to Greenleaf Apothecaries, 30133 Euclid Avenue, Wickliffe, Ohio 44092, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on January 14, 2019, the Board issued a Certificate of Operation to Greenleaf Apothecaries, 3840 Greentree Avenue SW, Canton, Ohio 44706, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on October 18, 2019, the Board issued a Certificate of Operation to Greenleaf Apothecaries, 3865 Lakeside Avenue E, Cleveland, Ohio 44114, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on October 18, 2019, the Board issued a Certificate of Operation to Greenleaf Apothecaries, 111 Vine Street, Columbus, Ohio 43215, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on October 29, 2019, the Board issued a Certificate of Operation to Greenleaf Apothecaries, 46 South Summit Street, Akron Ohio 44308, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on July 26, 2019, the Board issued a Certificate of Operation to Debbie's Dispensary, 1088 North High Street, Hillsboro, Ohio 45133, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on September 4, 2019, the Board issued a Certificate of Operation to PharmaCann, 5431 Ridge Avenue, Cincinnati, Ohio 54213, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on July 23, 2019, the Board issued a Certificate of Operation to Pure Ohio Springfield, 1711 West Main Street, Springfield, Ohio 45504, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020. On or about October 29, 2020, the Board approved a transfer of Pure Ohio Springfield's ownership to The Forest Springfield, LLC. As a result of the transfer, The Forest Springfield, LLC was issued Certificate of Operation license number MMD.0700056 on October 29, 2020. The expiration date listed on the Certificate of Operation is December 4, 2022.

WHEREAS, on November 4, 2019, the Board issued a Certificate of Operation to Pure Ohio Dayton, 1875 Needmore Road, Dayton, Ohio 45414, to operate a medical marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation was December 4, 2020.

WHEREAS, on September 15, 2020, the Board issued a Certificate of Operation to Pure Ohio Wellness, 920 US 42 W, London, Ohio 43140, to operate a medical

marijuana dispensary in the State of Ohio. The expiration date listed on the Certificate of Operation is December 4, 2022.

WHEREAS, on or about September 29, 2020, Plaintiffs filed a Verified Complaint for Writ of Mandamus, Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, and Declaratory Judgment in State of Ohio ex rel., Greenleaf Apothecaries, LLC, et al. v. State of Ohio Board of Pharmacy, et al., Cuyahoga County Court of Common Pleas Case Number CV-20-937981 (the "Litigation").

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Preambles. The foregoing preambles are incorporated herein by reference.

2. Specific Actions.

a. The Board. The Board agrees to prorate the renewal fee to renew a Certificate of Operation for the next biennial licensing term to each Plaintiff. In lieu of a \$70,000 biennial renewal fee, the Board agrees to accept payment of a prorated renewal fee, equal to the sum of \$70,000 divided by the number of days for which the applicable Plaintiff's certificate of operation was effective as full satisfaction of the biennial renewal fee for a Certificate of Operation. The Parties agree that the Prorated Certificate of Operation Renewal Fee for each Plaintiff is as follows:

- i.** Greenleaf Apothecaries, 3865 Lakeside Avenue E, Cleveland, Ohio 44114: \$59,643.84.
- ii.** Greenleaf Apothecaries, 115 Vine Street, Columbus, Ohio 43215: \$59,643.84.
- iii.** Greenleaf Apothecaries, 46 South Summit Street, Akron Ohio 44308: \$58,589.04.
- iv.** PharmaCann, 5431 Ridge Avenue, Cincinnati, Ohio 54213: \$63,863.01.
- v.** Pure Ohio Dayton, 1875 Needmore Road, Dayton, Ohio 45414: \$58,013.70.

b. Greenleaf Apothecaries, 30133 Euclid Avenue, Wickliffe, Ohio 44092: On January 14, 2019, the Board issued a Certificate of Operation number MMD.0700005 to Greenleaf Apothecaries. Per Sub. H.B. 404, passed by the 133rd General Assembly, Plaintiff's Certificate of Operation remains valid until July 1, 2021, unless

- revoked, suspended, or otherwise subject to discipline or limitation under the applicable law for reasons other than delaying taking action to maintain the validity of the license. Accordingly, Greenleaf Apothecaries' Certificate of Operation number MMD.0700005 is effective for a period greater than two years, and Greenleaf Apothecaries is not entitled to a prorated Certificate of Operation Fee.
- c. Greenleaf Apothecaries, 3840 Greentree Avenue SW, Canton, Ohio 44706: On January 14, 2019, the Board issued a Certificate of Operation number MMD.0700004 to Greenleaf Apothecaries. Per Sub. H.B. 404, passed by the 133rd General Assembly, Plaintiff's Certificate of Operation remains valid until July 1, 2021, unless revoked, suspended, or otherwise subject to discipline or limitation under the applicable law for reasons other than delaying taking action to maintain the validity of the license. Accordingly, Greenleaf Apothecaries' Certificate of Operation number MMD.0700004 is effective for a period greater than two years, and Greenleaf Apothecaries is not entitled to a prorated Certificate of Operation Fee.
 - d. Pure Ohio Springfield. Pure Ohio Springfield was issued a Certificate of Operation on July 23, 2019. On October 29, 2020, the Board approved a transfer of Pure Ohio Springfield's ownership to The Forest Springfield, LLC. As a result of the transfer, The Forest Springfield, LLC was issued Certificate of Operation number MMD.0700056 on October 29, 2020. The expiration date listed on the Certificate of Operation is December 4, 2022. Pure Ohio Springfield has not submitted a Certificate of Operation renewal application and is not entitled to a Prorated Certificate of Operation Renewal Fee.
 - e. Pure Ohio Wellness. Pure Ohio Wellness was issued a Certificate of Operation on September 15, 2020. The expiration date listed on the Certificate of Operation is December 4, 2022. Pure Ohio Wellness paid \$70,000 for the Certificate of Operation as required by Ohio Adm.Code 3796:6-5-01(A)(2) and is not entitled to a Prorated Certificate of Operation fee.
 - f. Debbie's Dispensary. Debbie's Dispensary was issued a Certificate of Operation on July 26, 2019. On January 22, 2021, the Board approved a transfer of ownership to PharmaCann Hillsboro, LLC d/b/a Verilife ("Verilife"). As a result of the Transfer, Verilife was issued Certificate of Operation number MMD.0700060 on January 22, 2021, with an expiration date of December 4, 2022. As a result, Debbie's Dispensary is not required to pay a biennial renewal fee. Verilife has not submitted a Certificate of Operation renewal

application and is not entitled to a Prorated Certificate of Operation Renewal Fee at this time.

g. Plaintiffs.

- i. Payment of Prorated Certificate of Operation Renewal Fee. Each Plaintiff, individually and separately, agrees to remit their respective Prorated Certificate of Operation Renewal Fee identified in Section 2(a) plus a \$3.50 processing fee as required by the Board, on or before July 1, 2021 pursuant to Sub. H.B. 404, passed by the 133rd General Assembly. Should the General Assembly enact additional legislation after the effective date of this Agreement that extends the deadline to renew a Certificate of Operation beyond July 1, 2021, the Parties agree to amend this Agreement to reflect the new Prorated Certificate of Operation Renewal Fee for each Plaintiff. The Parties agree that no Plaintiff will be entitled to a Prorated Certificate of Operation Renewal Fee if that Plaintiff's Certificate of Operation is effective for a period of at least two years. However, each Plaintiff shall be entitled to pay a new Prorated Certificate of Operation Renewal Fee in full satisfaction of the required biennial renewal fee for a Certificate of Operation that was or is effective for less than two years. Each Plaintiff shall (1) remit payment by credit card or debit card via the eLicense portal (www.elicense.ohio.gov) (NOTE: effective 07/01/2019, the State of Ohio Board of Pharmacy no longer accepts ACH (Electronic Checks) or American Express); or (2) remit payment via Certified Check or Cashier's Check to the State of Ohio Board of Pharmacy, 77 South High Street, 17th Floor, Columbus, OH 43215, made payable to "Treasurer State of Ohio."
- ii. Medical Marijuana Dispensary Certificate of Operation Renewal. Subject to Section 2(d)(i), Plaintiffs agree to continue to follow the procedures to renew a certificate of operation in accordance with Ohio Adm.Code 3796:6-2-10.
- iii. Dismissal of Litigation. Within five calendar days after the effective date of this Agreement, Plaintiffs and their counsel shall take any necessary actions to ensure that the Litigation is dismissed in its entirety, with prejudice and without costs or fees. The Board will cooperate with Plaintiffs in securing the dismissal of the Litigation as appropriate.

3. General Release. In consideration of the covenants and agreements contained herein, the Parties, for themselves and each of their respective administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys and assigns, hereby fully and forever release, withdraw, remise, quit-claim and fully and forever

discharge the other party, and each of their respective heirs, executors, administrators, trustees, accountants, parents, subsidiaries, divisions, affiliates, predecessors, successors, present or former officers, directors, employees, shareholders, owners, attorneys, and assigns, from any and all claims, demands, damages, accounts, debts, liens, suits, actions, and rights or causes of action of every kind and description, whether known or unknown, suspected or unsuspected, which it now has, or has had, or hereafter can, shall, or may have arising out of or related to the subject matter of this Agreement. The Parties agree not to pursue litigation in this matter or for any claim related to matters described in the Litigation. This release does not affect the Parties' rights to enforce the terms of this agreement.

4. **No Admission of Liability.** It is expressly understood that this Agreement and the settlement it represents are entered into solely for the purpose of allowing the Parties to avoid further litigation. This Agreement does not constitute an admission by any Party of any wrongdoing, contractual obligation, or of any duty whatsoever, whether based in statute, regulation, common law, or otherwise, and each Party expressly denies that any liability or any such violation has occurred.
5. **No Other Pending Claims.** Plaintiffs agree and represent that they have no other pending legal actions or claims against the Board, including in any court, arbitration forum, governmental or administrative forum or agency, or other dispute resolution forum that are in any way related to the Litigation or dispute described herein.
6. **Public Record.** All Parties to this Agreement understand that this document is a public record under R.C. §149.43, and its terms will therefore become part of the minutes of a meeting of the Board.
7. **Costs and Expenses of Administrative and Court Proceedings.** Each party shall be responsible for the costs and expenses it incurred in connection with the Litigation or the dispute described herein.
8. **Severability.** If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
9. **Entire Agreement.** This Agreement supersedes any and all agreements by, between and among the Parties, and represents their entire agreement pertaining to the subject matter hereof. There is no agreement or understanding relating to the subject matter hereof, whether express, implied, written or oral, not expressly set forth herein.

10. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their agents, employees, successors and assigns.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
12. **Interpretation.** This Agreement has been negotiated and prepared by the Parties and their counsel. This Agreement shall be interpreted as though mutually drafted by the Parties hereto and their respective counsel.
13. **Headings.** The headings preceding the paragraphs herein are intended to be for convenience only and shall have no operative force or effect.
14. **Authority.** The Parties hereto represent and warrant to each other that each Party possesses the full requisite authority to enter into this Agreement and that the person signing this Agreement on behalf of each Party is fully and duly authorized to do so. The Parties confirm that they have reviewed and considered this Agreement and consulted with their attorneys regarding the terms and effect thereof.
15. **Execution in Counterparts; Facsimile Signatures.** The Parties acknowledge and agree that this Agreement may be executed (1) in one or more counterparts, which together shall constitute a single, integrated agreement, and (2) by facsimile signatures which shall have the same force and effect as original signatures.

R-2021-0742

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

**IN THE MATTER OF:
Case No. A-2019-0500
501-1478**

**Gary Reed, RPh
License No. 03-127201
655 E. Social Row Road
Dayton, Ohio 45458**

**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 Gary Reed, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or

maintaining appropriate registration with the Board. Together, the Board and Gary Reed 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, restrict, limit, 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. Gary Reed is a licensed pharmacist in the state of Ohio under license number 03-127201.
3. Gary Reed is the Responsible Person and owner of Reed's Pharmacy, located at 675 W. Main Street, New Lebanon, Ohio.

FACTS

1. The Board initiated an investigation of Gary Reed, pharmacist license number 03-127201, and Reed's Pharmacy, related to employees of Reed's Pharmacy performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about April 27, 2021, the Board sent a Notice of Opportunity for Hearing to Gary Reed, 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. Gary Reed neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated April 27, 2021; 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. Gary Reed agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Gary Reed's license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Gary Reed agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

5. Gary Reed understands that he has the right to be represented by counsel for review and execution of this agreement.
6. Gary Reed 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.
7. Gary Reed explicitly waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0743

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

**IN THE MATTER OF:
CASE No. A-2019-0236
I-2019-0388: I-2019-0598**

**Seville Animal Hospital
License No. 02-1829500**
c/o Patricia Faust, DVM
175 Center Street
Seville, Ohio 44273

**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 Seville Animal Hospital for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Seville Animal Hospital 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. Seville Animal Hospital is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1829500.

FACTS

1. The Board initiated an investigation of Seville Animal Hospital, Terminal Distributor of Dangerous Drugs license number 02-1829500, related to Seville Animal Hospital's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about March 5, 2021 the Board sent a Notice of Opportunity for Hearing to Seville Animal Hospital, 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. Seville Animal Hospital neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated March 5, 2021; 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. Seville Animal Hospital agrees to pay to the Board a monetary penalty the amount of \$2,500. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Seville Animal Hospital 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. Seville Animal Hospital 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 Seville Animal Hospital 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 Seville Animal Hospital by the Board and will NOT discharge Seville Animal Hospital from any obligation under the terms of this Agreement.

6. Seville Animal Hospital agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Seville Animal Hospital 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 Seville Animal Hospital will operate.
9. Seville Animal Hospital waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0744

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

**IN THE MATTER OF:
CASE No. A-2020-0484
I-2020-0764**

Harrison Pavilion

**License No. 021841150
c/o Dr. Avid Modawal
2171 Harrison Ave.
Cincinnati, OH 45211**

**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 Harrison Pavilion for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Renal Services of Toledo 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. Harrison Pavilion is a licensed Terminal Distributor of Dangerous Drugs under license number 021841150.

FACTS

1. The Board initiated an investigation of Harrison Pavilion, Terminal Distributor of Dangerous Drugs license number 021841150, related to Harrison Pavilion's illegal purchases of dangerous drugs while operating without a Board-issued license.
2. On or about May 5, 2021 the Board sent a Notice of Opportunity for Hearing to Harrison Pavilion, 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. Harrison Pavilion neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 5, 2021; 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. Harrison Pavilion agrees to pay to the Board a monetary penalty the amount of \$1,750.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Harrison Pavilion 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. Harrison Pavilion 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 Harrison Pavilion 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 Harrison Pavilion by the Board and will NOT discharge Harrison Pavilion from any obligation under the terms of this Agreement.
6. Harrison Pavilion agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Harrison Pavilion 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 Harrison Pavilion will operate.
9. Harrison Pavilion waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.

13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2021-0745

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

**IN THE MATTER OF:
CASE No. A-2021-0079
I-2021-0191**

McKesson Medical-Surgical, Inc.
License No. 01-2598200
c/o Shawn Litchfield
520 West Park, Suite 520
Leetsdale, PA 15056

**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 McKesson Medical-Surgical, Inc. (McKesson) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal sales of dangerous drugs to an unlicensed entity. Together, the Board and McKesson 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. McKesson is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2598200, which lists Shawn Litchfield, as the Responsible Person.

FACTS

1. The Board initiated an investigation of McKesson Wholesaler Distributor of Dangerous Drugs License No. 01-2598200, related to McKesson's illegal sales of dangerous drugs to an unlicensed entity.
2. On or about May 4, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson 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. McKesson neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 4, 2021; 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. McKesson agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. McKesson 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. McKesson 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 McKesson 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 McKesson by the Board and will NOT discharge McKesson from any obligation under the terms of this Agreement.
6. McKesson agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. McKesson 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 McKesson will operate.
9. McKesson waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0746

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

**IN THE MATTER OF:
CASE NO. A-2020-0083
I-2019-01502**

Quality Care Products, LLC.
License No. 01-1546600
c/o Michael Holmes
6920 Hall Street
Suites 3, 4, 5 & 6
Holland, OH 43528

**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 Quality Care Products, LLC, for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs to an unlicensed entity. Together, the Board and Quality Care Products, LLC, 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, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. Quality Care Products, LLC, is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1546600, which lists Michael Holmes as the Responsible Person.

FACTS

1. The Board initiated an investigation of Quality Care Products, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-1546600, related to Quality Care Products, LLC, illegal sales of dangerous drugs to an unlicensed entity.
2. On or about February 25, 2021, the Board sent a Notice of Opportunity for Hearing to Quality Care Products, LLC, 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. Quality Care Products, LLC, neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated February 25, 2021; 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. Quality Care Products, LLC, agrees to pay to the Board a monetary penalty in the amount of \$400.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. Quality Care Products, LLC, 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. Quality Care Products, LLC, 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 Quality Care Products, LLC, 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 Quality Care Products, LLC, by the Board and will NOT discharge Quality Care Products, LLC, from any obligation under the terms of this Agreement.

6. Quality Care Products, LLC, agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Quality Care Products, LLC, 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 Quality Care Products, LLC, will operate.
 9. Quality Care Products, LLC, waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0747

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

**IN THE MATTER OF:
Case No. A-2020-0753
501-2821**

**Coal Grove Pharmacy
License No. 02-1427050**
c/o Jason Plummer, RPh
600 Marion Pike
Ironton, Ohio 45638

**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 Coal Grove Pharmacy for the purpose of resolving all issues between the parties relating to the Board investigation of an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and Coal Grove Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Coal Grove Pharmacy has an active TDDD license with the Board under license number 02-1427050, which lists Jason Plummer, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Coal Grove Pharmacy, TDDD license number 02-1427050, related to an employee performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about May 17, 2021, the Board sent a Notice of Opportunity for Hearing to Coal Grove Pharmacy, 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. Coal Grove Pharmacy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated May 17, 2021, 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. Coal Grove Pharmacy agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to Coal Grove Pharmacy's license record and must be paid no later than 60 days from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. Coal Grove Pharmacy 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. Coal Grove Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Coal Grove Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Coal Grove Pharmacy by the Board and will NOT discharge Coal Grove Pharmacy from any obligation under the terms of this Agreement.
 6. Coal Grove Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Coal Grove Pharmacy 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 Coal Grove Pharmacy will operate.
 9. Coal Grove Pharmacy 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.
 13. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2021-0748

Mr. Wilt moved that the **April 19-20, 2021, Board Meeting Minutes** be approved, **with corrections as identified**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)

- R-2021-0749** Mr. Wilt moved that the **April 19, 2021, Probation Committee Meeting Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0750** Mr. Wilt moved that the **April 23, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0751** Mr. Wilt moved that the **April 27, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0752** Mr. Wilt moved that the **May 7, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0753** Mr. Wilt moved that the **May 11, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0754** Mr. Wilt moved that the **May 18, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0755** Mr. Wilt moved that the **June 1, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0756** Mr. Wilt moved that the **June 4, 2021, Conference Call Minutes** be approved, **as written**. The motion was seconded by Ms. Marchal and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)
- R-2021-0757** Ms. Rudell announced the dismissal of Notice of Opportunity for Hearing issued on March 10, 2021, in the matter of **Faith Medical Associates, Inc, Cleveland, Ohio**.
- R-2021-0758** Ms. Rudell announced the dismissal of Notice of Opportunity for Hearing issued on March 23, 2021, in the matter of **Henry Schein, Inc., Indianapolis, IN**.

R-2021-0759

Ms. Rudell announced the dismissal of Notice of Opportunity for Hearing issued on February 10, 2021, in the matter of **McKesson Corporation DBA McKesson Drug Company, Livania, MI.**

4:34 p.m.

Ms. Rudell, Presiding, administered the Oath of President to Mr. Miller, hereafter President of the State of Ohio Board of Pharmacy for Fiscal year 2022:

I, Rich Miller, as President 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.

4:35 p.m.

Mr. Cox administered the Oath of President to Mr. Wilt, hereafter Vice President of the State of Ohio Board of Pharmacy for Fiscal year 2022:

I, Shawn Wilt, as Vice President 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.

R-2021-0760

Ms. Marchal moved to Adjourn the June 2021 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Goodman and a roll-call vote was conducted by President Rudell as follows: Buettner-yes; Cox-yes; Goodman-yes; Huston-yes; Miller-yes; Marchal-yes; and Wilt-yes. (Yes-7/No-0)

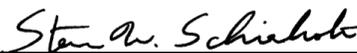
4:39 p.m.

The Board Meeting Adjourned.



Rich Miller, RPh, President

Date: 07.13.2021



Steven W. Schierholt, Executive Director

Date: 07.13.2021