



MINUTES OF THE JANUARY 10-12, 2022
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, January 10, 2022

10:02 a.m.

The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh, and Jennifer Rudell, RPh.

Rich Miller, RPh, *President*; Absent.

Nicole Dehner, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrative Assistant*.

10:02 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 **Jennifer Colla, Youngstown, Ohio.**

R-2022-0331

Ms. Buettner 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. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

10:52 a.m.

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

R-2022-0332

After votes were taken in public session, the Board adopted the following order in the Matter of **Jennifer Colla, Youngstown, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY(Case Number **A-2019-0327**)

In The Matter Of:

Jennifer J. Colla, RPh1813 Lealand Avenue
Youngstown, OH 44514
(License No. 03-122370)**INTRODUCTION**

The Matter of Jennifer J. Colla came for hearing on Monday, January 10, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm; RPh Jeff Huston, RPh; Jennifer Rudell, RPh.

Rich Miller, RPh, *President*; Absent.

Jennifer J. Colla was represented by Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. None

Respondent's Witnesses:

1. Jennifer J. Colla-Petitioner

State's Exhibits:

1. Notice Letter
2. Board Order

Respondent's Exhibits:

- A. 2019 PRO Contact
- B. March 10, 2021 Certificate of Completion from Glenbeigh
- C. Current Quarter Meeting Attendance Logs
- D. 2021 Self-Reports to PRO
- E. 2020 Self-Reports to PRO
- F. 2019 Self-Reports to PRO
- G. PRO Participant Summary Report

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 Jennifer J. Colla has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2019-0327 dated September 10, 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 pharmacist license no. 03-122370, held by Jennifer J. Colla to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Jennifer J. Colla 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. Jennifer J. Colla 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 Jennifer J. Colla 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 Glucuronide (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 Jennifer J. Colla 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.

- f. Jennifer J. Colla must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
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. Jennifer J. Colla 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 Jennifer J. Colla reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Jennifer J. Colla 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 Jennifer J. Colla reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Jennifer J. Colla 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 Jennifer J. Colla's progress towards recovery and what Jennifer J. Colla 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. Jennifer J. Colla must provide copies of the board order or settlement agreement to all employers or prospective employers,

all licensing authorities in which Jennifer J. Colla holds a professional license or applies for a professional license, and all persons who provide Jennifer J. Colla chemical dependency treatment or monitoring, during the effective period of this order or agreement.

7. Other terms of probation are as follows:

- a. Jennifer J. Colla must meet at least annually with the Board's Probation Committee, the first meeting to be held January 2023. Additional periodic appearances may be requested.
- b. The State of Ohio Board of Pharmacy hereby declares that Jennifer J. Colla's pharmacist license is not in good standing 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.
- c. Jennifer J. Colla 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.
- d. Jennifer J. Colla may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
- e. Jennifer J. Colla may not engage in a consult agreement, unless approved by the board.
- f. Jennifer J. Colla may not destroy, assist in, or witness the destruction of controlled substances.
- g. Jennifer J. Colla may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
- h. Jennifer J. Colla must not violate the drug laws of Ohio, any other state, or the federal government.
- i. Jennifer J. Colla must abide by the rules of the State of Ohio Board of Pharmacy.
- j. Jennifer J. Colla must comply with the terms of this Order.
- k. Jennifer J. Colla's license is deemed not in good standing until successful completion of the probationary period.

- I. Jennifer J. Colla 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, Jennifer J. Colla must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
9. Jennifer J. Colla 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. Jennifer J. Colla 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 Jennifer J. Colla 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 Jennifer J. Colla's license.
12. Periods during which Jennifer J. Colla 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 Jennifer J. Colla.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Petitioner's Exhibits C-G.

Ms. Rudell moved for Findings of Fact; Mr. Huston seconded the motion. Motion passed (Aye-6/Nay0-).

Ms. Rudell moved for the Decision of the Board; Mr. Huston seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

10:54 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 **Gregory Braylock, Miamisburg, Ohio.**

R-2022-0333 Ms. Buettner 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. Rudell and a roll-call vote was conducted by Vice President/Presiding Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

11:33 a.m. The deliberation ended and the hearing was opened to the public.

R-2022-0334 After votes were taken in public session, the Board adopted the following order in the Matter of **Gregory Braylock, Miamisburg, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0783)

In The Matter Of:

Gregory Braylock, RPh
1050 Landing Way Apt 416
Miamisburg, Ohio 45342
License No. 03-122430

INTRODUCTION

The Matter of Gregory Braylock, RPh came for hearing on Monday, January 10, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Rich Miller, RPh, *President*; Absent.

Gregory Braylock was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Gregory Braylock-Respondent

Respondent's Witnesses:

1. None

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Inspection Report
5. Response to Inspection Report
6. Statement of Respondent
7. Statement of Desiree Mabe
8. Settlement Agreement with Desiree Mabe
9. Settlement Agreement with Ziks Pharmacy

Respondent's Exhibits:

- A. None

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 hereby dismisses the matter of Gregory Braylock, Notice of Opportunity for Hearing filed on July 30, 2021, Case No. A-2020-0783.

Mr. Grimm moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

11:34 a.m.

Ms. Dehner provided the legal report.

11:37 a.m.

Mr. Griffin provided the Compliance and Enforcement Report.

11:43 a.m.

Ms. Southard provided the Licensing Report.

11:51 a.m.

Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from Hope Clinic, LLC – Nelsonville, OH (APP-000483376) to the Board for consideration.

R-2022-0335

Ms. Rudell moved that the Board grant Hope Clinic, LLC's Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.

11:53 a.m.

Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from Integrative Wellness Center – Columbus, OH (APP-000513084) to the Board for consideration.

- R-2022-0336** Ms. Rudell moved that the Board grant Integrative Wellness Center's Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.
- 11:54 a.m.** Ms. Southard presented a OBOT Non-Physician Owner/Operator Waiver Request from Integrative Wellness CenterTCC Health, Inc. – Portsmouth, OH (APP--000481209) to the Board for consideration.
- R-2022-0337** Ms. Rudell moved that the Board grant TCC Health, Inc.'s Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.
- 11:56 a.m.** Ms. Ghitman presented a Change of Responsible Person/Continuing Education for In-State Providers Waiver Request from Charitable Pharmacy of Central Ohio to the Board for consideration.
- R-2022-0338** Ms. Rudell moved that the Board grant Charitable Pharmacy of Central Ohio's Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.
- 11:58 a.m.** Ms. Ghitman presented a Change of Responsible Person/Continuing Education for In-State Providers Waiver Request from Dayton Children's Hospital to the Board for consideration.
- R-2022-0339** Ms. Rudell moved that the Board grant Dayton Children's Hospital's Waiver Request. The motion was seconded Ms. Buettner and approved by the Board: Yes-6, No-0.
- 11:59 a.m.** Ms. Ghitman led a discussion on delegating the evaluation and approval/denial of Change of Responsible Person/Continuing Education for In-State Providers to Board Staff.
- R-2022-0340** Mr. Grimm moved that the Board delegate the evaluation and approval/denial of Change of Responsible Person/Continuing Education for In-State Providers to Board Staff. The motion was seconded Mr. Huston and approved by the Board: Yes-6, No-0
- 12:00 p.m.** The Board Recessed for Lunch.
- 12:39 p.m.** Ms. Southard presented a resolution titled *Responsible Person Requirements for Licensure* to the Board for consideration/approval.
- R-2022-0341** Mr. Grimm moved that the Board approve the resolution. The motion was seconded by Ms. Rudell and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

Responsible Person Requirements for Licensure

The Board hereby makes the following additions to the Responsible Person Requirements for Licensure resolution last amended on April

20, 2021 (R-2021-0536) and publicly posted at
www.pharmacy.ohio.gov/rp:

- To the Terminal – Clinic and Terminal – Clinic – Sole Practitioner/Dentist license types:

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
IV	IV Therapy	DO, MD, APRN, PA, RPH		Clinic and Prescriber Office (OAC 4729:5-19)

- To the Terminal – Facility – Non-Limited license type:

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
ASCC	Animal Shelter with Chemical Capture	DVM	Complies with ORC 4729.534	Animal Shelter (OAC 4729:5-15)

- To the Terminal – Facility – Limited license type:

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
ASCC	Animal Shelter with Chemical Capture	CET, DVM, DOG WARDEN, Executive Director	Complies with ORC 4729.534	Animal Shelter (OAC 4729:5-15)

- To the Terminal – Pharmacy – Non-Limited and Terminal – Pharmacy – Limited license types:

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
PI	Prescription Intermediary	RPH		Outpatient Pharmacy (OAC 4729:5-5)

- To the Terminal – Non-Resident Pharmacy – Non-Limited and Terminal – Non-Resident Pharmacy – Limited license types:

Business Type	Business Type Definition	Approved Credentials for Responsible Person	Special Requirements	Applicable Inspection Guide
PI	Prescription Intermediary	RPH	Must hold pharmacist license in state where pharmacy is located and Ohio RPH license if shipping compounded medications.	Non-Resident (Coming Soon) (OAC 4729:5-8)

12:44 p.m.

Ms. Southard presented a resolution titled *Registered Pharmacy Technician Expiration date for Initial Registration Issued in December 2021* to the Board for consideration/approval.

R-2022-0342

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

**Registered Pharmacy Technician Expiration date for Initial
Registration Issued in December 2021**

Any registered pharmacy technician registration issued on/between December 1, 2021 and December 31, 2021 received an expiration date of March 31, 2022. The Board hereby extends the expiration date of these registrations to March 31, 2024 to align with proposed rule changes to rule 4729:3-2-03(C) that are pending finalization. Impacted registrants will not be required to renew during the 2022 renewal cycle.

12:45 p.m.

Ms. Southard led a discussion on English Proficiency Requirements for Pharmacy Technician Applicants and proposed the amendment of rule 4729:3-2-01 – Registration Requirements.

R-2022-0343

Mr. Huston moved that the Board amend 4729:3-2-01 -and to refile with JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

1:12 p.m.

Ms. Southard presented a resolution titled Demonstration of English Proficiency Requirements for Registered and Certified Pharmacy Technician Applicants to the Board for consideration/approval.

R-2022-0344

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

**Demonstration of English Proficiency Requirements for
Registered and Certified Pharmacy Technician applicants**

The Board hereby approves the following resolution:

A registered or certified pharmacy technician applicant who is required to demonstrate English proficiency may satisfy this requirement by submitting an attestation signed by the responsible person of the pharmacy where the technician is actively employed or was employed in the last 3 years. The responsible person must complete the required attestation form provided by the Board and attest to their personal observation that the technician applicant demonstrates the required skills (reading, listening, speaking, and writing) with the English language to practice safely and effectively as a pharmacy technician.

Further, the Board waives the English proficiency requirements for all pharmacy technician trainee applicants.

This resolution shall apply to all applicants who currently have an application submitted to the Board and shall be in effect until the proposed changes to rule 4729:3-2-01 become effective.

1:14 p.m.

Ms. Southard presented a resolution titled Successful completion of the Test of English as a Foreign Language Internet-based Test for Pharmacy Technician Applicants to the Board for consideration/approval.

R-2022-0345

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

**Successful completion of the Test of English as a Foreign
Language Internet-based Test for Pharmacy Technician
Applicants**

The Board hereby approves the following resolution:

A pharmacy technician applicant must successfully complete the "Test of English as a Foreign Language, Internet-based test" (TOEFL iBT) by demonstrating the following minimum scores or higher:

- Reading – 18
- Listening – 17
- Speaking – 20
- Writing – 14

An applicant may demonstrate successful completion utilizing results from multiple test attempts by submitting a TOEFL, iBT report which includes the applicants MyBest Scores.

This resolution shall apply to all applicants who currently have an application submitted to the Board and shall be in effect until the effective date of the re-filed rule 4729:3-2-05.

1:24 p.m.

Ms. Southard proposed the amendment of rule 4729:3-2-05 – Successful completion of the Test of English as a Foreign Language Internet-based Test.

R-2022-0346

Mr. Huston moved that the Board amend 4729:3-2-05 and file with CSI and JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

1:29 p.m.

Mr. McNamee presented a resolution titled, *Authorization for National Guard to Serve as Pharmacy Technician Trainees*, to the Board for consideration.

R-2022-0347

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

The following resolution was adopted by the Board:

**Authorization for National Guard to Serve as Pharmacy
Technician Trainees***

To mitigate possible workforce shortages during the COVID-19 outbreak, the State of Ohio Board of Pharmacy has adopted the following resolution on the use of Ohio National Guard personnel as pharmacy technician trainees.

National Guard personnel assigned to any Ohio-licensed pharmacy may perform technician trainee activities pursuant to rule 4729:3-3-01 of the Ohio Administrative Code and any other COVID-19 waivers issued by the Board under the direct supervision of a pharmacist without registration by the Board. The pharmacy shall maintain a list (first name, last name, job duties) of guard personnel assigned to the pharmacy. That list shall be maintained by the pharmacy for a period of three years.

The pharmacy licensed as a terminal distributor of dangerous drugs shall be responsible for providing a guard member acting as a pharmacy technician trainee with training that is of appropriate breadth and depth to clearly address the competencies necessary to perform their job functions in a safe and effective manner.

This resolution shall remain in effect until rescinded by the Board.

1:30 p.m.

Mr. McNamee presented a resolution titled, *Delay of Implementation of 4729:5-9-02.6(F)*, to the Board for consideration.

R-2022-0348

Mr. George moved that the Board approve the resolution. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

Delay of Implementation of 4729:5-9-02.6 (F)

To address workforce shortages and to provide additional guidance to institutional pharmacies, the State of Ohio Board of Pharmacy hereby suspends the enforcement of retrospective drug utilization review requirements in paragraph 4729:5-9-02.6 (F) until further notice. This resolution does not exempt an institutional pharmacy from complying with the remaining provisions of rule 4729:5-9-02.6 of the Ohio Administrative Code.

1:30 p.m.

Mr. McNamee presented a resolution titled, *Institutional Facilities under OAC 4729:5-9-01*, to the Board for consideration.

The following resolution was not adopted by the Board, it died for lack of a motion:

Institutional Facilities under OAC 4729:5-9-01

The Board hereby recognizes the following as institutional facilities for regulation under Chapter 4729:5-9 of the Ohio Administrative Code: A county home or district home that has never been licensed as a residential care facility.

1:36 p.m.

Mr. McNamee presented a resolution titled, *Proposed Scheduling Action*, to the Board for consideration.

R-2022-0349

Ms. Rudell moved that the Board approve the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0. The following resolution was adopted by the Board:

A Resolution: Proposed Scheduling Action

Section 1: Summary

The State of Ohio Board of Pharmacy (BOP), pursuant to section 3719.44 of the Ohio Revised Code, proposes the placement of the following into Schedule I:

2-Methyl-AP-237 (1-[2-methyl-4-[(E)-3-phenylprop-2-enyl]piperazin-1-yl]butan-1-one), as a narcotic-opiate.

AP-237 (1-[4-(3-phenyl-2-propen-1-yl)-1-piperazinyl]-1-butanone), as a narcotic-opiate.

Section 2: Background

Pursuant to section 3719.44 the Board may add or transfer a compound, mixture, preparation, or substance to schedule I when it appears that there is a high potential for abuse, that it has no accepted medical use in treatment in this state, or that it lacks accepted safety for use in treatment under medical supervision.

In making a determination to add an unscheduled compound, the Board is required to consider the following 8 criteria:

- (1)The actual or relative potential for abuse;
- (2)The scientific evidence of the pharmacological effect of the substance;
- (3)The state of current scientific knowledge regarding the substance;
- (4)The history and current pattern of abuse;

- (5)The scope, duration, and significance of abuse;
- (6)The risk to the public health;
- (7)The potential of the substance to produce psychic or physiological dependence liability; and
- (8)Whether the substance is an immediate precursor.

Section 3: Evaluating 2-Methyl-AP-237 Under the Eight Criteria

- (1) The actual or relative potential for abuse.
-

- 1:36 p.m.** Mr. McNamee presented the following rule to the Board for approval: OAC 4729:9-1-01.
- R-2022-0350** Ms. Rudell moved to OAC 4729:9-1-01 for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.
- 1:45 p.m.** The Board recessed for a short break.
- 1:54 p.m.** The Board returned to public session. Mr. McNamee provided a status report on Feedback for updates to rule *OAC 4729:5-5-08 - Prospective Drug Utilization Review*, additional information will be presented at an upcoming meeting once more input has been received.
- 1:57 p.m.** Mr. McNamee presented a variance request from University Hospitals to allow Refrigerated Medications in Hospital Kiosks. Mr. Grimm recused from the discussion.
- R-2022-0351** Ms. Buettner moved to approve University Hospitals variance request. The motion was seconded by Mr. George and approved by the Board: Yes-5, No-0, Abstain-1 (Mr. Grimm).
- 2:05 p.m.** Mr. McNamee provided the Pharmacist Workload Advisory Committee Update.
- R-2022-0352** Ms. Buettner 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. The motion was seconded by Ms. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.
- 4:25 p.m.** The Board returned to public session and promptly recessed for the day.

Tuesday, January 11, 2022**9:00 a.m.**

The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh, and Jennifer Rudell, RPh.

Rich Miller, RPh, *President*; Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrative Assistant*.

9:01 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 **Angela Kreuter, Johnstown, Ohio.**

R-2022-0353

Ms. Buettner 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. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

10:24 a.m.

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

R-2022-0354

After votes were taken in public session, the Board adopted the following order in the Matter of **Angela Kreuter, Johnstown, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0416)

In The Matter Of:

Angela Kreuter, RPh
121 Dutch Ridge Way
Johnstown, Ohio 43031
License No. 03-228197

INTRODUCTION

The Matter of Angela Kreuter came for hearing on Monday, January 11, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Rich Miller, RPh, *President*, Absent.

Angela Kreuter was represented by Chad Hanke. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Angela Kreuter-Respondent

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Police Report
5. Photo of Stock Bottle of Lorazepam
6. Records from Kroger Pharmacy
7. Statement of Brittney Conway
8. Drug Theft Report

Respondent's Exhibits:

- A. Columbus Springs Dublin Inpatient Discharge Plan
- B. Letter from Robert Gillies, LICDC, LISW-S
- C. Letter from Gretchen S. Buckles MSW, LISW
- D. Alumni Support Group Meetings Record

FINDINGS OF FACT

The parties stipulated to – and the Board hereby adopts as fact – the Allegations as set forth in Summary Suspension/Notice of Opportunity for Hearing dated October 7, 2021, case number A-2021-0416, reiterated herein and set forth below.

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 September 24, 2021, Angela Kreuter was seen on surveillance video at Kroger, located at 350 E. Broad Street, Pataskala, Ohio, where she was employed as a pharmacist. Angela Kreuter was seen at Kroger after her shift in the pharmacy had ended and the pharmacy was closed, removing alcoholic beverages from the beer/wine section of the store. Angela Kreuter was then seen entering the pharmacy barricade and picking up/opening medication bottles on the shelves. Before leaving the pharmacy, Angela Kreuter was seen removing a bottle from the shelf and placing the bottle into a Kroger bag. Angela Kreuter exited the pharmacy and left the store with the bag and without paying for the bottle of medication or alcohol.
2. On or about September 24, 2021, an amber vial labeled as lorazepam 1 mg, a Schedule IV controlled substance, was found in Angela Kreuter's vehicle along with an empty 750 ml box of wine. The amber vial contained 104 tablets of lorazepam 1 mg.
 - a. On or about September 27, 2021, pharmacy staff notified the Board that Kroger Pharmacy had a loss of lorazepam 1 mg, 105 tablets. Pharmacy staff confirmed this included a bottle of 104 1 mg tablets that were diverted on or about September 24, 2021. The tablets were in a return to stock bottle from the Parata machine.
 - b. On or about September 28, 2021, pharmacy staff confirmed the bottle found in Angela Kreuter's vehicle was the bottle of lorazepam 1 mg from the Parata machine, which contained 104 tablets.

CONCLUSIONS OF LAW

The parties stipulated to – and the Board hereby adopts as conclusions of law – the Violations of Law as set forth in Summary Suspension/Notice of Opportunity for Hearing dated October 7, 2021, case number A-2021-0416, reiterated herein and set forth below.

1. Such conduct as set forth in the Findings of Fact Section constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule IV controlled substance).
2. Such conduct as set forth in the Findings of Fact Section constitutes a violation of Section 2925.11(A) of the ORC, possession of a Schedule IV controlled substance.
3. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019.

- 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 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 impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
4. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
- a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(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, OAC Rule 4729:1-4-01(B)(2)(c); and
 - c. 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).

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 Angela Kreuter on October 7, 2021.

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. 03-228197 held by Angela Kreuter and such suspension is effective as of the date of the mailing of this Order.

Further, after six (6) months from the effective date of the original Summary Suspension dated October 7, 2021, the Board will consider any petition filed by Angela Kreuter 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. Angela Kreuter must obtain a mental health and chemical dependency examination, conducted by a Board-approved provider, with the results being provided to the Board. Following the examination, Angela Kreuter must meet the following conditions:
 - a. Angela Kreuter must comply with all recommendations of the provider; and
 - b. If the results of the examination indicate chemical dependency or other another substance use disorder diagnosis, Ms. Kreuter must sign an agreement with a Board-approved monitor and follow all terms and conditions imposed in chemical dependence cases, including, but not limited to, substance use monitoring, drug testing, and all other related requirements determined to be necessary by the monitor. Further, upon receipt of the diagnosis the Board will issue an amended Order providing with specificity the standard terms and conditions related to substance use disorder monitoring.
2. Prior to petitioning for reinstatement, Angela Kreuter must obtain a mental health assessment by a provider certified to make determinations on fitness to practice and mental health. Ms. Kreuter's petition for reinstatement must include proof of her ability to practice pharmacy with the requisite skill, safety, and competence to the public, and to herself.
3. The Board will consider a petition for reinstatement prior to six-months from the date of suspension, if a pharmacy employment opportunity, that comports with Ms. Kreuter's current physical and mental health condition, becomes available to Ms. Kreuter.
4. If reinstatement is not accomplished within three years of the effective date of the suspension, October 7, 2021, Angela Kreuter must also show successful completion of the North American Pharmacist Licensure Examination (NAPLEX) and the Multistate Pharmacy Jurisprudence Exam (MPJE), or equivalent examination(s) approved by the Board, as required by Ohio statute and rule, prior to petitioning for reinstatement.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's Exhibits A-C.

Mr. Huston moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

10:38 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 **Michele Hacker, Hamilton, Ohio.**

R-2022-0355

Ms. Buettner 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. Grimm and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

11:50 a.m.

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

R-2022-0356

After votes were taken in public session, the Board adopted the following order in the Matter of **Michele Hacker, Hamilton, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number. A-2021-0369)

In The Matter Of:

Michele Hacker, RPh

5272 Stallion Ct

Hamilton, OH 45011

SUSPENDED License No. 03-216483

INTRODUCTION

The Matter of Michele Hacker, RPh came for hearing on Tuesday, January 11, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President/Presiding*; Jason George, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; T.J. Grimm, RPh; Jennifer Rudell, RPh; and.

Rich Miller, RPh, *President*, Absent.

Michele Hacker was represented by William H. Dulaney III. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. None

Respondent's Witnesses:

1. Michele Hacker-Respondent

State's Exhibits:

- 1a. Notice Letter
- 1b. Amended Notice Letter
- 1c. Confidential Addendum
2. Request for Hearing
3. Scheduling Order
4. Fitness for Duty Evaluation 6/2/2021
5. Patient File 6/2/2021
6. Return to Work Notices from November 2020, April 2021
7. Drug Test Results
8. Patient File 5/22/2021
9. Statement of Tim Smith – 7-1-2021
10. Second Statement of Tim Smith – 12-22-2021
11. Statement of Marinna Chalk
12. Board Order for Evaluation
13. Report From Evaluation
14. Affidavit of Respondent
15. Photo of Syringe
16. Photo of Back of iPhone Box
17. Results of Test of Syringe
18. Apple Certification of Records
19. Apple Spreadsheets

Respondent's Exhibits:

- A. Schedule Voluntary Drug Screenings
- B. Random Voluntary Drug Screenings

- E. 10-18-2021 Neuropsychological Assessment Report From Laura Boxley, Phd, ABPP-CN
- G. Correspondence Of Mearl Smith In Support Of Ms. Hacker
- J. Random Voluntary Drug Screening (After Exhibit Submittal Date)
- K. Michele Hacker's Current Curriculum Vitae
- L. Correspondence of Wendy Schultz in Support of Ms. Hacker
- M. Correspondence of Rhonda Coulter in Support of Ms. Hacker
- N. Correspondence of Jennifer Hughes in Support of Ms. Hacker
- O. Correspondence of Lindsey Burleson in Support of Ms. Hacker

FINDINGS OF FACT

The parties stipulated to – and the Board hereby adopts as fact – the Allegations as set forth in Amended Summary Suspension/Notice of Opportunity for Hearing dated December 23, 2021, case number A-2021-0369, reiterated herein and set forth below.

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 February 2020 through June 2021, Michele Hacker was employed as a pharmacist at Community Mercy Home Care Pharmacy (CMHC), located at 9963 Cincinnati-Dayton Road, West Chester, Ohio. Michele Hacker was appointed the pharmacy's Responsible Person on or about March 3, 2021. From on or about November 2020 to on or about June 2021, the following incidents occurred while Michele Hacker was employed at CMHC:
 - a. On or about November 2020, while working as a pharmacist, Michele Hacker showed signs of cognitive impairment, including falling asleep at work, being unable to recall her passwords, and sitting and staring into space. Michele Hacker was sent from work to the hospital where she was admitted.
 - b. On or about March 18, 2021, Michele Hacker again showed signs of cognitive impairment, similar to November 2020. Michele Hacker was put on a leave of absence from work until she was cleared to return in April 2021.
 - c. Additional factual allegations in this matter are contained in the attached confidential Addendum A.
 - d. On or about June 2, 2021, Michele Hacker submitted to a urine drug screen. The results were positive for morphine (28,857 ng/mL), for which Michele Hacker did not have a valid prescription.

- e. Michele Hacker was terminated from employment at CMHC due to the positive drug screen.
2. On or about June 28, 2021, Michele Hacker was interviewed by agents of the Board. Michele Hacker stated:
 - a. She had throat cancer and she was prescribed hydrocodone/acetaminophen by her oncologist for several years. Michele Hacker ingested these medications for her pain and she was trying to “ween” herself off the medication.
 - b. Regarding the November 2020 cognitive issues at work: Michele Hacker stated she was admitted to the hospital for pneumonia, low oxygen levels (65%), a urinary tract infection and something showed on a brain scan (possible tumor).
 - c. Regarding the March 18, 2021, cognitive issues observed at work: Michele Hacker stated she was on escitalopram and did not like the medication. Michele Hacker was coming off her prescribed alprazolam. Michele Hacker’s family doctor at the time recommended her not go back to work right away while changing medications, so she took 2 weeks off work.
 - d. Regarding the May 22, 2021 issues at work (falling asleep at work, lethargic), Michele Hacker stated: she fell asleep and was tired from a 13-hour day. Michele Hacker was on call and woken up twice during the night. The drug screen she submitted to was negative except for the drugs she was prescribed.
 - e. Michele Hacker ingested one 15 mg MS Contin (extended-release morphine) tablet approximately 48-hours prior to the urine drug screen on June 2, 2021. Michele Hacker ingested the tablet because she was out of her prescribed hydrocodone/acetaminophen several days earlier.
 - f. The MS Contin tablet was given to Michele Hacker three years ago by a friend in a peer support group for throat cancer.
 3. On or about June 28, 2021, while cleaning the office assigned to Michele Hacker at CMHC after Michele Hacker’s termination, an iPhone box was found on a shelf in the office. The box contained a syringe filled with 2 mL of clear liquid. The syringe and its contents were sent to the Bureau of Criminal Investigation (BCI) for testing. The BCI lab results state: “Clear liquid - 1.77 g +/- 0.04 g - found to contain Lorazepam” in reference to the tested contents of the syringe. The S/N and IMEI numbers on the iPhone box, matched the iPhone issued and assigned to Michele Hacker by her employer, CMHC. Per Apple records, the phone was activated on or about August 28, 2020, and the phone’s registration was placed in Michele Hacker’s name on or about August 30, 2020. Michele Hacker registered the iPhone on or about August 30, 2020.

CONCLUSIONS OF LAW

The parties stipulated to – and the Board hereby adopts as conclusions of law – the Violations of Law as set forth in Amended Summary Suspension/Notice of Opportunity for Hearing dated December 23, 2021, case number A-2021-0369, reiterated herein and set forth below.

1. Such conduct as set forth in the Findings of Fact Section constitutes a violation of Section 2913.02 of the ORC, theft of a dangerous drug (Schedule IV controlled substance).
2. Such conduct as set forth in the Findings of Fact Section constitutes a violation of Section 2925.11(A) of the ORC, possession of a Schedule IV controlled substance.
3. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019.
 - e. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - f. 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
 - g. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter 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
 - h. Engaged in any conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 4729.16(A)(2)(l).
4. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following divisions of Rule 4729:5-2-01 of the OAC as effective March 1, 2019:
 - a. The responsible person shall be responsible for the practice of the profession of pharmacy, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(A)(2); and
 - b. The person to whom the terminal distributor of dangerous drugs license has been issued and all pharmacists on duty are

responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of drugs and the practice of pharmacy, OAC Rule 4729:5-2-01(A)(3).

- c. For all locations licensed as a terminal distributor of dangerous drugs:
 - i. The responsible person to whom the terminal distributor of dangerous drugs license has been issued and all licensed health professionals on duty are responsible for compliance with all state and federal laws, regulations, and rules governing the distribution of dangerous drugs, OAC Rule 4729:5-2-01(E)(4); and
 - ii. The responsible person shall be responsible for ensuring the terminal distributor of dangerous drugs requirements are met, including, but not limited to, the supervision and control of dangerous drugs as required in division (B) of section 4729.55 of the Revised Code, adequate safeguards as required in division (C) of section 4729.55 of the Revised Code, security and control of dangerous drugs and maintaining all drug records otherwise required, OAC Rule 4729:5-2-01(E)(6).
- d. Unless otherwise approved by the board, a terminal distributor shall not have a responsible person who:
 - i. Has committed an act that constitutes a misdemeanor drug offense, except for a minor misdemeanor drug offense, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:5-2-01(F)(4); and
 - ii. Has committed an act that constitutes a felony, regardless of the jurisdiction in which the act was committed, OAC Rule 4729:5-2-01(F)(5); and
 - iii. Is addicted to or abusing alcohol or drugs, OAC Rule 4729:5-2-01(F)(9); and
 - iv. Has committed an act that constitutes a misdemeanor that is related to, or committed in, the employee's professional practice, OAC Rule 4729:5-2-01(F)(13).
- 5. Such conduct as set forth in the Findings of Fact Section constitutes a violation of each of the following divisions of Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - d. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - e. 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, OAC Rule 4729:1-4-01(B)(2)(c); and

- f. 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).

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 Michele Hacker on August 30, 2021.

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. 03-216493 held by Michele Hacker and such suspension is effective as of the date of the mailing of this Order.

During the suspension, Michele Hacker may maintain her current employment at Dayton Children's Hospital, held by Ms. Hacker when this matter came before the Board on January 11, 2022. However, should Ms. Hacker leave her position as an ambulatory manager at Dayton Children's Hospital, pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, she may not be employed by or work in a facility licensed by the State Board of Pharmacy to possess or distribute dangerous drugs and/or medical marijuana during such period of suspension.

Further, after Eighteen (18) months from the effective date of the original Summary Suspension dated August 30, 2021, the Board will consider any petition filed by Michele Hacker 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. Michele Hacker must maintain a current address with the Board throughout the duration of the suspension.
2. Michele Hacker 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. Michele Hacker 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 Michele Hacker to potential

sanctions up to and including revocation of license. The monitoring contract must provide that:

- g. Random, **observed** urine drug screens shall be conducted at least once each month.
 - h. 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.
 - i. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - j. 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.
 - k. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Michele Hacker 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.
 - l. Michele Hacker must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - m. 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.
 - n. 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.
 - o. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Michele Hacker 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 Michele Hacker

reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Michele Hacker 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 Michele Hacker reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Michele Hacker 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 Michele Hacker to possible additional sanctions, including and up to revocation of license.
6. Michele Hacker must demonstrate satisfactory proof to the Board that she 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.
7. Michele Hacker must provide, in the reinstatement petition, documentation of the following:
 - a. 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.);
 - b. 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;
 - c. Compliance with the terms of this Order.
8. If reinstatement is not accomplished within **three years** of the effective date of this Order, Michele Hacker 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.
9. Michele Hacker 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.
10. When deemed appropriate by the Board, Michele Hacker must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.

11. Michele Hacker 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 suspension, other than in instances where the board or its probation committee can be assured that monitoring is otherwise being performed.
12. Violation of any term of suspension, including but not limited to any violation of the contract signed with the treatment monitor and/or ODMHAS or other approved treatment provider may result in additional action before the Board up to and including revocation of your pharmacy license.
13. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local 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.
14. Periods during which Michele Hacker is not in compliance with all terms of suspension shall toll the length of time of suspension during which Michele Hacker was out of compliance. The minimum length of time each violation will toll the suspension term is available on the Board's website, www.pharmacy.ohio.gov. The Board may implement additional disciplinary action in addition to or instead of tolling suspension.
15. If Michele Hacker's employment is related to the practice of pharmacy, Michele Hacker must provide copies of the board order to all employers or prospective employers, all licensing authorities in which Michele Hacker holds a professional license or applies for a professional license, all persons who provide Michele Hacker chemical dependency treatment monitoring, and law enforcement and court personnel if Michele Hacker has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
16. 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, may result in the Board issuing a notice of opportunity for hearing to consider additional disciplinary action, including and up to revocation of Michele Hacker's license.

Further, the Board hereby grants the State's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically State's exhibits: 1c, 4, 5, 7, 8, 13 and Respondent's Exhibit: E.

Ms. Rudell moved for Findings of Fact; Ms. Buettner seconded the motion. Motion passed (Aye-6/Nay-0).

Ms. Rudell moved for Conclusions of Law; Ms. Buettner seconded the motion. Motion passed (Aye-6/Nay-0).

Ms. Rudell moved for Action of the Board; Ms. Buettner seconded the motion. Motion passed (Aye-6/Nay-0).

SO ORDERED.

11:50 a.m. The Board recessed for a break.

12:46 p.m. Ms. Marten-Moore provided the Medical Marijuana Program Update.

12:49 p.m. Mr. Schierholt provided the Executive Director Report.

R-2022-0357 Mr. Grimm moved to approve the variance request under 4729:5-22-02(B) specific to storage of controlled substances for safety and security of the pharmacy and pharmacist be reviewed and approved by Board staff with only exceptional circumstances or requests being presented to the Board for consideration. The motion was seconded by Ms. Buettner and approved by the Board: Yes-6, No-0.

R-2022-0358 Mr. Wilt announced the following Settlement Agreement has been signed by all parties and is now effective:

**IN THE MATTER OF:
CASE No. A-2020-0548**

**VetCor of Lakewood, LLC dba
License No. 02-2873900
Roberts and Wendt Animal Hospital
c/o Aiman Labib, DVM
1458 W. 117th Street Lakewood, OH 44107**

**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 VetCor of Lakewood, LLC dba Roberts and Wendt Animal Hospital (VetCor of Lakewood) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs, including controlled substances. Together, the Board and VetCor of Lakewood 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. VetCor of Lakewood is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2873900.

FACTS

1. The Board initiated an investigation of VetCor of Lakewood, Terminal Distributor of Dangerous Drugs license number 02-2873900, related to VetCor of Lakewood's illegal purchases of dangerous drugs.
2. On or about June 3, 2021, the Board sent a Notice of Opportunity for Hearing to VetCor of Lakewood, 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 June 14, 2021, VetCor of Lakewood, through counsel Eric Bravo, timely requested an administrative hearing, which was subsequently scheduled for September 13, 2021 and continued to February 7, 2022 to pursue settlement negotiations

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. VetCor of Lakewood neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 3, 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. VetCor of Lakewood 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 180 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. VetCor of Lakewood 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. VetCor of Lakewood 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 VetCor of Lakewood 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 VetCor of Lakewood by the Board and will NOT discharge VetCor of Lakewood from any obligation under the terms of this Agreement.
6. VetCor of Lakewood agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. VetCor of Lakewood 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 VetCor of Lakewood will operate.
9. VetCor of Lakewood explicitly withdraws its right for a hearing, 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-2022-0359

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

IN THE MATTER OF:

**Case No. A-2018-0100
A-2021-0368**

**Teresa Horning
Surrendered License No. 03-132207**

6971 Darcie Drive
Hamilton, OH 45011

**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 Teresa Horning, for the purpose of resolving all issues between the parties relating to Ms. Horning's relapse and violation of her Board Order. Together, the Board and Teresa Horning are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Teresa Horning was issued an Ohio-licensed pharmacist under license number 03-132207.

FACTS

1. The Board initiated an investigation of Teresa Horning, pharmacist license number 03-132207, related to Teresa Horning's relapse and violation of her Board Order.
2. On or about November 7, 2018, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Teresa Horning, 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 March 4, 2019, Teresa Horning came before the Board for a hearing. On or about March 7, 2019, the Board issued an Order. The relevant terms of the Order were as follow:

- a. An indefinite suspension of her registration effective the date of the Order, March 7, 2019.
 - b. After twelve (12) months from the Summary Suspension Order, issued on March 7, 2019, the Board will consider any petition filed by Teresa Horning for a hearing, pursuant to Ohio Revised Code Chapter 119., for reinstatement. The Board will only consider reinstatement of the license to practice pharmacy if the following conditions have been met.
 - c. Teresa Horning 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. Failure to adhere to the terms of the treatment contract will be considered a violation of the Board's Order and subject Teresa Horning 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. Teresa Horning 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 Teresa Horning to possible additional sanctions, including and up to revocation of license.
4. On or about January 7, 2021, Teresa Horning filed a Request for Reinstatement. On or about February 1, 2021, a hearing was held addressing Teresa Horning's Request for Reinstatement of her license to practice pharmacy in the state of Ohio. On or about February 25, 2021, the Board issued an Order reinstating Teresa Horning's license to practice pharmacy in the state of Ohio, license number 03-132207, with a term of probation and the standard terms of probation.

5. On or about August 24, 2021, Teresa Horning reported a relapse to the Board.
6. On or about November 3, 2021, Teresa Horning requested a non-permanent, voluntary surrender of her license to practice pharmacy in the state of Ohio, license number 03-132207.

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. Teresa Horning agrees to voluntarily surrender to the State of Ohio Board of Pharmacy her license and registration to practice pharmacy, license no. 03-132207, with discipline pending.**
- 3. The Board agrees to accept Teresa Horning's voluntary surrender without bringing additional disciplinary action related to the relapse and violation of Ms. Horning's February 25, 2021 Board Order.**
- 4. Teresa Horning agrees not to 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, unless or until she successfully completes all terms of this Settlement Agreement, including two years of monitoring by a Board approved treatment monitor.**
5. Teresa Horning 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. Teresa Horning 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 Teresa Horning to potential sanctions up to and including revocation of license. The monitoring contract must provide that:

- p. Random, **observed** urine drug screens shall be conducted at least once each month.
 - q. 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.
 - r. Alcohol and Ethyl Glucuronide (ETG) must be added to the standard urine drug screen.
 - s. 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.
 - t. In the event of a negative diluted screen, a hair sample test must be completed at the cost of the Teresa Horning 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.
 - u. Teresa Horning must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - v. 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.
 - w. 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.
 - x. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
6. Teresa Horning 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 Teresa Horning reappear before the Board for possible additional sanctions, including and up to revocation of license.

7. Teresa Horning 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 Teresa Horning reappear before the Board for possible additional sanctions, including and up to revocation of license.
8. Teresa Horning 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 Teresa Horning to possible additional sanctions, including and up to revocation of license.
9. Teresa Horning must demonstrate satisfactory proof to the Board that she/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.
10. Teresa Horning must provide, in the reinstatement petition, documentation of the following:
 - d. 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.);
 - e. 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;
 - f. Compliance with the terms of this Order.
11. Teresa Horning 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.
12. When deemed appropriate by the Board, Teresa Horning must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
13. Teresa Horning 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 suspension, other than in instances

where the board or its probation committee can be assured that monitoring is otherwise being performed.

14. If Teresa Horning's employment is related to the practice of pharmacy, Teresa Horning must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Teresa Horning holds a professional license or applies for a professional license, all persons who provide Teresa Horning chemical dependency treatment monitoring, and law enforcement and court personnel if Teresa Horning has court involvement, such as ILC, drug court or diversion, related the suspension, during the effective period of this order or agreement.
15. Teresa Horning must provide documentation of her compliance with all of the conditions of the contract entered into with the Board approved treatment monitor upon petition for reinstatement or submission of an application for licensure.
16. Teresa Horning must demonstrate satisfactory proof to the Board upon petition for reinstatement or application for licensure that she 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.
17. Teresa Horning understands that if reinstatement of her pharmacy license is not accomplished within three years of the effective date of this order, she must 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. Successful completion of examinations shall be completed within six (6) months of a motion for reinstatement for licensure.
18. Teresa Horning must appear before the Board before her license and registration to practice pharmacy will be granted.
19. Teresa Horning agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
20. Teresa Horning understands that she has the right to be represented by counsel for review and execution of this agreement.
21. Teresa Horning 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 or reinstatement applications or applications for a new license.
22. Teresa Horning expressly waives the requirements of Chapter 119. of the Ohio Administrative Code, including her right to notice of an opportunity for hearing as set forth in Section 119.07 of the Ohio

Revised Code, her opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and further, waives any right to an appeal.

23. 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.

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

25. 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-2022-0360

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

**IN THE MATTER OF:
CASE NO. A-2019-0493**

Benjamin Prewitt
License No. 03-328679
376 Leather Leaf Ln.
Lebanon, OH 45036

**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 Benjamin Prewitt, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing in violation of Chapter 4729 of the Ohio Revised Code (ORC), and Chapter 4729:1-4-01 of the Ohio Administrative Code (OAC). Together, the Board and Benjamin Prewitt are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to division (A)(1) of Section 4729.16 of the Ohio Revised Code (ORC), the Board may impose any one or more of the following sanctions on a pharmacist or pharmacy intern if the board finds the individual engaged in any of the conduct set forth in division (A)(2) of ORC 4729.16:
 - a. Revoke, suspend, restrict, limit, or refuse to grant or renew a license, ORC 4729.16(A)(1)(a); and/or
 - b. Reprimand or place the license holder on probation, ORC 4729.16(A)(1)(b); and/or

- c. Impose a monetary penalty or forfeiture not to exceed in severity any fine designated under the Revised Code for a similar offense or in the case of a violation of a section of the Revised Code that does not bear a penalty, impose a monetary penalty or forfeiture of not more than \$500, ORC 4729.16(A)(1)(c).
2. Pursuant to paragraph (B)(1) of Rule 4729:1-4-01 of the Ohio Administrative Code (OAC) (effective May 1, 2018) the Board may impose any one or more of the following sanctions on a pharmacist or applicant for a pharmacist license if the board finds the individual engaged in any of the conduct set forth in paragraph (B)(2) of OAC 4729:1-4-01:
 - a. Revoke, suspend, restrict, limit, or refuse to grant or renew a license, OAC 4729:1-4-01(B)(1)(a); and/or
 - b. Reprimand or place the license holder on probation, OAC 4729:1-4-01(B)(1)(b); and/or
 - c. Impose a monetary penalty or forfeiture not to exceed in severity any fine designated under the Revised Code for a similar offense or in the case of a violation of a section of the Revised Code that does not bear a penalty, impose a monetary penalty or forfeiture of not more than \$500, ORC 4729:1-4-01(B)(1)(c).
3. Benjamin Prewitt is a licensed pharmacist in the state of Ohio under license number 03-328679.

FACTS

1. The Board initiated an investigation of Benjamin Prewitt for an error in dispensing after receiving a complaint.
2. On or about August 24, 2021, the Board sent a Notice of Opportunity for Hearing to Benjamin Prewitt, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

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

2. Benjamin Prewitt neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 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. Benjamin Prewitt agrees to pay a fine of \$500.00 to the State of Ohio Board of Pharmacy. The fine shall be paid no later than thirty (30) days from the effective date of this Settlement Agreement. You must login to www.elicense.ohio.gov and process the items in your cart to pay this fine.
4. Benjamin Prewitt must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs), which may not be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Benjamin Prewitt agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Benjamin Prewitt understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Benjamin Prewitt 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. Benjamin Prewitt 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-2022-0361

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

IN THE MATTER OF:

CASE NO. A-2020-0039**Delhi Internal Medicine
License No. 02-2854550**

c/o Michael Justin, MD
494 Neeb Rd.
Cincinnati, OH 45233

**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 Delhi Internal Medicine ("Delhi") for the purpose of resolving all issues between the parties relating to the Board investigation of Delhi's former Responsible Person's (Nurse Practitioner Raha Powell), fraudulent prescription writing and subsequent criminal conviction. Together, the Board and Delhi are referred to hereinafter as "the parties."

JURISDICTION

3. 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.
4. Delhi is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2854550.

FACTS

4. The Board initiated an investigation of Delhi's Terminal Distributor of Dangerous Drugs license number 02-2854550, related to Delhi's former Responsible Person's (Nurse Practitioner Raha Powell), fraudulent prescription writing and subsequent criminal conviction.
5. On or about July 15, 2021, the Board sent a Notice of Opportunity for Hearing to Delhi, 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.
6. Delhi, through counsel approached the Board regarding a potential settlement, although an administrative hearing was not timely requested by Delhi.

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:

14. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
15. Delhi neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 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.
16. Delhi 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 180 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.
17. The Board agrees to grant the withdrawal request of Delhi's Change of Ownership (Renewal) TDDD application, as Delhi as presented to the Board meets the exemptions set forth in ORC Section 4729.541.
18. Delhi agrees and acknowledges that the Board disciplinary action as to license number 02-2854550 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.
19. Delhi 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 Delhi 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 Delhi by the Board and will NOT discharge Delhi from any obligation under the terms of this Agreement.
20. Delhi agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
21. Delhi understands that it has the right to be represented by counsel for review and execution of this agreement.
22. 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 Delhi will operate.

23. Delhi explicitly waives any 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.
24. 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.
25. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
26. 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.
27. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0362

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

IN THE MATTER OF:**CASE NO. I-2021-1848****Alyssa Pearce****SURRENDERED Registration No. 09-115269**

5467 Holister Drive, Apt 207

Westerville, OH 43081

**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 Alyssa Pearce, for the purpose of resolving all issues between the parties relating to the diversion of controlled substances from her place of employment. Together, the Board and Alyssa Pearce are referred to hereinafter as "the parties."

JURISDICTION

3. 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 Section 4729.90 of the Ohio Revised Code to perform the duties of a pharmacy technician trainee in the state of Ohio.
4. Alyssa Pearce is an Ohio-registered pharmacy technician trainee under surrendered registration number 09-115269.

FACTS

7. The Board initiated an investigation of Alyssa Pearce, pharmacy technician trainee registration number 09-115269, related to Alyssa Pearce's diversion of controlled substance from her place of employment, the Ohio State University Medical Center Main Campus Pharmacy.
8. From on or about September 3, 2021 to on or about December 1, 2021, discrepancies of the following controlled substances occurred immediately following Alyssa Pearce accessing the Pyxis machines: Dextroamp-amphetamine 30 mg tab #1, Oxycodone 30 mg tab #3, Hydromorphone 4 mg tab #2, Fentanyl 12 mcg/hr patch #1, Methadone 10 mg tab #1, Methadone intensol 10 mg/ml 1 ml, Vyvanse 30 mg cap #1, Oxycodone 15 mg tab #4, Alprazolam 0.5 mg tab #2, and Oxycodone 10 mg tab #5. Prior to the discrepancies, Alyssa Pearce was the only person with access to the controlled substances (listed above) missing from the Pyxis machines.

WHEREFORE, the parties desire to resolve the issues relating to the above-referenced findings without resorting to further administrative proceedings. Any criminal proceedings resulting from this investigation are not affected by this Agreement.

TERMS

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

26. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
- 27. The Board agrees to accept, in lieu of any formal notice of opportunity of hearing, Alyssa Pearce's permanent and voluntary surrender to the State of Ohio Board of Pharmacy of her pharmacy technician trainee registration in the State of Ohio, registration number 09-115269, with discipline pending.**

- 28. Alyssa Pearce may 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.**
29. Alyssa Pearce agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
30. Alyssa Pearce understands that she has the right to be represented by counsel for review and execution of this agreement.
31. Alyssa Pearce 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 or registration.
32. Alyssa Pearce expressly declines and waives her right to notice and opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
33. 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.
34. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
35. 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-2022-0363

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

**IN THE MATTER OF:
Case No. A-2020-0782
501-3860**

**Desiree Mabe
Registration No. 09-115921
237 N Smithville Road
Dayton, Ohio 45403**

**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 Desiree Mabe for the purpose of resolving all issues between the parties relating to the Board investigation of working at Ziks Family Pharmacy #100, located at 1130 West Third Street, without a valid registration as a pharmacy technician. Together, the Board and Desiree Mabe 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. Desiree Mabe is a pharmacy technician trainee in the state of Ohio under registration number 09-115921.

FACTS

1. The Board initiated an investigation of Desiree Mabe, pharmacy technician trainee registration number 09-115921, related to Desiree Mabe's working as a pharmacy technician at Ziks Family Pharmacy #100 without obtaining a valid registration as a pharmacy technician.
2. On or about July 30, 2021 the Board sent a Notice of Opportunity for Hearing to Desiree Mabe 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. Desiree Mabe neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated July 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. Desiree Mabe 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.license.ohio.gov and process the items in your cart.
4. Desiree Mabe agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Desiree Mabe understands that she has the right to be represented by counsel for review and execution of this agreement.
6. Desiree Mabe 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. Desiree Mabe 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.

R-2022-0364

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

**IN THE MATTER OF:
CASE No. A-2020-0159**

**Shannon Grady, R.Ph.
License No. 03-237554**

5881 Saucony Drive
Hilliard, Ohio 43026

**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 Shannon Grady, R.Ph. for the purpose of resolving all issues between the parties relating to the Board

investigation of her practice as a pharmacist. Together, the Board and Shannon Grady, R.Ph., are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Shannon Grady is an Ohio-licensed pharmacist under license number 03-237554.

FACTS

1. The Board initiated an investigation of Shannon Grady's practice of pharmacy with an expired license.
2. On or about October 26, 2021, the Board sent a Notice of Opportunity for Hearing to Shannon Grady, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

28. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
29. Shannon Grady neither admits nor denies the allegations stated in the Amended Notice of Opportunity for hearing letter dated October 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.
30. Shannon Grady agrees to pay a fine of \$1,900.00 to the State of Ohio Board of Pharmacy. The fine shall be paid no later than thirty (30) days from the effective date of this Settlement Agreement. You must login to www.elicense.ohio.gov and process the items in your cart to pay this fine.
31. Shannon Grady agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.

32. Shannon Grady understands that the Board will not consider any request for deviation from the terms and conditions of this Agreement until a minimum of one year has passed from the effective date of this Agreement.
33. Shannon Grady understands that she has the right to be represented by counsel for review and execution of this agreement.
34. Shannon Grady 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.
35. Shannon Grady 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 waives any right to an appeal.
36. 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.
37. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
38. 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-2022-0365

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

**IN THE MATTER OF:
Case No. A-2020-0554
501-3046**

**Samantha Haren
Registration No. 09-307265
7525 Seel Avenue NW
North Canton, Ohio 44720**

**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 Samantha Haren for the purpose of resolving all issues between the parties relating to the Board investigation of allowing her teenage daughter to engage in pharmacy technician duties without Board-issued registration as a pharmacy

technician. Together, the Board and Samantha Haren 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. Samantha Haren is a certified pharmacy technician in the state of Ohio under registration number 09-307265.

FACTS

1. The Board initiated an investigation of Samantha Haren, certified pharmacy technician registration number 09-307265, related to Samantha Haren's allowing her teenage daughter to engage in pharmacy technician duties at her place of employment.
2. On or about October 15, 2021, the Board sent a Notice of Opportunity for Hearing to Samantha Haren which outlined the allegations and provided notice of her right to a hearing, her rights in such hearing, and her right to submit contentions in writing.
3. On or about November 2, 2021, Samantha Haren timely requested a hearing. This matter reached settlement prior to hearing.

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. Samantha Haren neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated June 22, 2021 (and re-issued on October 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. Samantha Haren agrees to pay to the Board the amount of amount of \$50.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this

Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.

4. Samantha Haren must obtain five hours of approved continuing pharmacy technician education (0.5 CEUs) which may not also be used for registration renewal. The 0.5 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Samantha Haren agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Samantha Haren understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Samantha Haren 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. Samantha Haren explicitly withdraws her 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.

R-2022-0366

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

**IN THE MATTER OF:
Case No. A-2021-0026
I-2020-1645**

**Paul Westervelt, RPh
License No. 03-334865
1129 Fishermans Drive
Westerville, Ohio 43082**

**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 Paul Westervelt, 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 Paul Westervelt 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. Paul Westervelt is a licensed pharmacist in the state of Ohio under license number 03-334865.
3. Paul Westervelt is a licensed pharmacist in the state of Ohio under license number 03-334865, who was listed as the Responsible Person of West Jefferson Druggist DBA Happy Druggist Pharmacy (Happy Druggist Pharmacy) from March 13, 2017 to January 29, 2021, located at 487 W. Main Street, West Jefferson, Ohio.

FACTS

1. The Board initiated an investigation of Paul Westervelt, pharmacist license number 03-334865, and the Happy Druggist Pharmacy, related to an employee of the Happy Druggist Pharmacy 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 Paul Westervelt, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Paul Westervelt 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. Paul Westervelt agrees to pay to the Board a monetary penalty in the amount of \$500.00. This fine will be attached to Paul Westervelt's license record and must be paid no later than 180 days from the effective date of this Order. To pay this fine, login to www.license.ohio.gov and process the items in the cart.
4. Paul Westervelt must obtain six hours of approved continuing pharmacy education (0.6 CEUs) which may not also be used for license renewal. The 0.6 CEUs must be completed within six months from the effective date of this agreement. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Paul Westervelt agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Paul Westervelt understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Paul Westervelt 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. Paul Westervelt explicitly 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-2022-0367

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

**IN THE MATTER OF:
CASE No. A-2019-0479**

CKHC, Inc.
License No. 02-1871650
c/o Dr. Jeffrey H. Lautman
25301 Euclid Avenue
Euclid, OH 44117

**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 CKHC, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of the possession of dangerous drugs without being properly licensed. Together, the Board and CKHC, 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. CKHC, Inc. is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1871650.

FACTS

1. The Board initiated an investigation of CKHC, Inc., Terminal Distributor of Dangerous Drugs license number 02-1871650 for possessing dangerous drugs without proper licensure.
2. On or about August 31, 2021, the Board sent a Notice of Opportunity for Hearing to CKHC, 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. CKHC, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 31, 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. CKHC, Inc. agrees to pay to the Board a monetary penalty in the amount of \$1,125.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on CKHC, Inc.'s TDDD license, number 02-1871650.
5. CKHC, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CKHC, 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 CKHC, 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 CKHC, Inc. by the Board and will NOT discharge CKHC, Inc. from any obligation under the terms of this Agreement.
7. CKHC, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CKHC, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CKHC, Inc. will operate.
10. CKHC, Inc. waives its opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to appeal.
11. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0368

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

**IN THE MATTER OF:
CASE No. A-2020-0343
501-1536**

Carlisle Manor Health Care
License No. 02-2198500
c/o Jeanette Shearer 730 Hillcrest Ave
Franklin, OH 45005

**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 Carlisle Manor Health Care for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Carlisle Manor Health 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. Carlisle Manor Health Care is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2198500.

FACTS

1. The Board initiated an investigation of Carlisle Manor Health Care, Terminal Distributor of Dangerous Drugs license number 02-2198500, related to Carlisle Manor Health Care's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Carlisle Manor Health 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. Carlisle Manor Health Care neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Carlisle Manor Health Care agrees to pay to the Board a monetary penalty the amount of \$1,400.00. 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. Carlisle Manor Health 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. Carlisle Manor Health 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 Carlisle Manor Health 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 Carlisle Manor Health Care by the Board and will NOT discharge Carlisle Manor Health Care from any obligation under the terms of this Agreement.
6. Carlisle Manor Health 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. Carlisle Manor Health 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 Carlisle Manor Health Care will operate.
9. Carlisle Manor Health 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-2022-0369

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

**IN THE MATTER OF:
CASE No. A-2020-0359
501-1536**

Embassy Crystal Care LLC
DBA Crystal Care Center of Ashland
c/o Carol Huber
1251 E. Main Street Ashland, OH 44805

**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 Crystal Care Center of Ashland for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical, while Crystal Care Center did not possess a Board issued license. Together, the Board and Crystal Care Center of Ashland 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. Crystal Care Center of Ashland is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000162.

FACTS

1. The Board initiated an investigation of Crystal Care Center of Ashland, Terminal Distributor of Dangerous Drugs license number 02-80000162, related to Crystal Care Center of Ashland's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical, while Crystal Care Center did not possess a Board issued license.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Crystal Care Center of Ashland, 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. Crystal Care Center of Ashland neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Crystal Care Center of Ashland agrees to pay to the Board a monetary penalty the amount of \$2,800.00. 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.license.ohio.gov. and process the items in your cart.
4. Crystal Care Center of Ashland 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. Crystal Care Center of Ashland 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 Crystal Care Center of Ashland 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 Crystal Care Center of Ashland by the Board and will NOT discharge Crystal Care Center of Ashland from any obligation under the terms of this Agreement.
6. Crystal Care Center of Ashland agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Crystal Care Center of Ashland 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 Crystal Care Center of Ashland will operate.
9. Crystal Care Center of Ashland 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-2022-0370

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

**IN THE MATTER OF:
CASE No. A-2020-0329**

501-1536

Forest Hills Center
License No. 02-1737750
c/o Karen Luther
2841 E. Dublin-Granville Rd
Columbus, OH 43231

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 Forest Hills Center (Forest Hills) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Forest Hills are referred to hereinafter as "the parties."

JURISDICTION

4. 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.
5. Forest Hills is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1737750.

FACTS

7. The Board initiated an investigation of Forest Hills, Terminal Distributor of Dangerous Drugs license number 02-1737750, related to Forest Hills's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
8. On or about July 29, 2020 the Board sent a Notice of Opportunity for Hearing to Forest Hills, 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. Forest Hills neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 23, 2020;

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. Forest Hills agrees to pay to the Board a monetary penalty the amount of \$100.00. 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. Forest Hills 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. Forest Hills 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 Forest Hills 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 Forest Hills by the Board and will NOT discharge Forest Hills from any obligation under the terms of this Agreement.
6. Forest Hills agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Forest Hills 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 Forest Hills will operate.
9. Forest Hills 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.
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R-2022-0371

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

**IN THE MATTER OF:
CASE No. A-2020-0355
501-1536**

**Grande Oaks License No. 02-2184850
c/o Michael Orinoco 24579 Broadway Avenue
Oakwood Village, Ohio 44146**

**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 Grande Oaks for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Grande Oaks 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. Grande Oaks is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 2184850.

FACTS

1. The Board initiated an investigation of Grande Oaks, Terminal Distributor of Dangerous Drugs license number 02-2184850, related to Grande Oaks's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Grande Oaks, 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. Grande Oaks neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Grande Oaks agrees to pay to the Board a monetary penalty the amount of \$2,400.00. 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.license.ohio.gov and process the items in your cart.
4. Grande Oaks 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. Grande Oaks 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 Grande Oaks 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 Grande Oaks by the Board and will NOT discharge Grande Oaks from any obligation under the terms of this Agreement.
6. Grande Oaks agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Grande Oaks 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 Grande Oaks will operate.

9. Grande Oaks 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-2022-0372

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

**IN THE MATTER OF:
CASE No. A-2020-354
501-1536**

Grande Pavilion
License No. 02-2180900
c/o Michael Orinoco 24613 Broadway Avenue
Oakwood Village, Ohio 44146

**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 Grande Pavilion for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Grande Pavilion 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. Grande Pavilion is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 2180900.

FACTS

1. The Board initiated an investigation of Grande Pavilion, Terminal Distributor of Dangerous Drugs license number 02-2180900, related to Grande Pavilion's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Grande 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. Grande Pavilion neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Grande Pavilion agrees to pay to the Board a monetary penalty the amount of \$2,400.00. 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. Grande 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. Grande 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 Grande 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 Grande Pavilion by the Board and will NOT discharge Grande Pavilion from any obligation under the terms of this Agreement.

6. Grande 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. Grande 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 Grande Pavilion will operate.
9. Grande 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-2022-0373

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

**IN THE MATTER OF:
CASE No. A-2020-0349
501-1536**

Longmeadow Care Center
License No. 02-74000126
c/o William Raux
565 Bryn Mawr Street Ravenna, Ohio 44266

**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 Longmeadow Care Center for the

purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Longmeadow Care 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. Longmeadow Care Center is a licensed Terminal Distributor of Dangerous Drugs under license number 02-74000126.

FACTS

1. The Board initiated an investigation of Longmeadow Care Center, Terminal Distributor of Dangerous Drugs license number 02-74000126, related to Longmeadow Care Center's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Longmeadow Care 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. Longmeadow Care Center neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Longmeadow Care Center agrees to pay to the Board a monetary penalty the amount of \$1,900. 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. Longmeadow Care 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. Longmeadow Care 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 Longmeadow Care 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 Longmeadow Care Center by the Board and will NOT discharge Longmeadow Care Center from any obligation under the terms of this Agreement.
 6. Longmeadow Care 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. Longmeadow Care 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 Longmeadow Care Center will operate.
 9. Longmeadow Care 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-2022-0374

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

**IN THE MATTER OF:
CASE No. A-2020-0360
501-1536**

**Madison Health Care
License No. 02-1736850
c/o Rachel Moyers 7600 S. Ridge Road
Madison, OH 44057**

**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 Madison Health Care for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical, while Madison Health Care did not possess a Board issued license. Together, the Board and Madison Health 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. Madison Health Care is a licensed Terminal Distributor of Dangerous Drugs under license number 02-1736850.

FACTS

1. The Board initiated an investigation of Madison Health Care, Terminal Distributor of Dangerous Drugs license number 02-1736850, related to Madison Health Care's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical, while Madison Health Care did not possess a Board issued license.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Madison Health 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. Madison Health Care neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Madison Health Care agrees to pay to the Board a monetary penalty the amount of \$2,700.00. 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. Madison Health 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. Madison Health 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 Madison Health 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 Madison Health Care by the Board and will NOT discharge Madison Health Care from any obligation under the terms of this Agreement.
6. Madison Health 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. Madison Health 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 Madison Health Care will operate.
9. Madison Health 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.
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R-2022-0375

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

**IN THE MATTER OF:
CASE No. A-2020-0363
501-1536**

**Northridge Health Center
License No. 02-7400221
c/o Dr. Emile Sabbagh
35990 Westminister Avenue
North Ridgeville, Ohio 44039**

**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 Northridge Health Center (Northridge) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Northridge 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. Northridge is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 7400221.

FACTS

1. The Board initiated an investigation of Northridge, Terminal Distributor of Dangerous Drugs license number 02-74000221, related to Northridge's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Northridge, 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. Northridge neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Northridge agrees to pay to the Board a monetary penalty the amount of \$2,800.00. 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. Northridge 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. Northridge 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 Northridge 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 Northridge by the Board and will NOT discharge Northridge from any obligation under the terms of this Agreement.

6. Northridge agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Northridge 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 Northridge will operate.
 9. Northridge 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-2022-0376

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

**IN THE MATTER OF:
CASE No. A-2020-0336
501-1536**

**Oak Hills
License No. 02-74000185
c/o Dr. Robert Thomas
3650 Beavercrest Drive
Loraine, Ohio 44053**

**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 Oak Hills for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed

entity, Medicina Medical. Together, the Board and Oak Hills 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. Oak Hills is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 74000185.

FACTS

1. The Board initiated an investigation of Oak Hills, Terminal Distributor of Dangerous Drugs license number 02-74000185, related to Oak Hill's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about July 24, 2020 the Board sent a Notice of Opportunity for Hearing to Oak Hills, 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. Oak Hills neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 24, 2020; 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. Oak Hills agrees to pay to the Board a monetary penalty the amount of \$2,800.00. 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. Oak Hills 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. Oak Hills 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 Oak Hills 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 Oak Hills by the Board and will NOT discharge Oak Hills from any obligation under the terms of this Agreement.
 6. Oak Hills agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Oak Hills 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 Oak Hills will operate.
 9. Oak Hills 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-2022-0377

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

IN THE MATTER OF:

**CASE No. A-2020-0361
501-1536**

Parkside Nursing & Rehabilitation

License No. 02-80000183
c/o Jessica Allen
908 Symmes Road
Fairfield, Ohio 45014

**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 Parkside Nursing & Rehabilitation for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Parkside Nursing & 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. Parkside Nursing & Rehabilitation is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000183.

FACTS

1. The Board initiated an investigation of Parkside Nursing & Rehabilitation, Terminal Distributor of Dangerous Drugs license number 02-80000183, related to Parkside Nursing & Rehabilitation's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Parkside Nursing & 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. Parkside Nursing & Rehabilitation neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; 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. Parkside Nursing & Rehabilitation agrees to pay to the Board a monetary penalty the amount of \$3,000.00. 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.license.ohio.gov and process the items in your cart.
4. Parkside Nursing & 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. Parkside Nursing & 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 Parkside Nursing & 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 Parkside Nursing & Rehabilitation by the Board and will NOT discharge Parkside Nursing & Rehabilitation from any obligation under the terms of this Agreement.
6. Parkside Nursing & 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. Parkside Nursing & 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 Parkside Nursing & Rehabilitation will operate.
9. Parkside Nursing & 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.
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R-2022-0378

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

**IN THE MATTER OF:
CASE No. A-2020-0340 501-1536**

Embassy Royal Oak (Royal Oak Nursing and Rehab Center)

License No. 02-80000167

**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 Embassy Royal Oak for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Embassy Royal Oak 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. Embassy Royal Oak is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000167

FACTS

1. The Board initiated an investigation of Embassy Royal Oak, Terminal Distributor of Dangerous Drugs license number 02-80000167, related to Embassy Royal Oak's illegal purchases of

medical oxygen from an unlicensed entity, Medicina Medical.

2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Embassy Royal Oak, 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. Embassy Royal Oak neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; 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. Embassy Royal Oak agrees to pay to the Board a monetary penalty the amount of \$3,000.00. 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. Embassy Royal Oak 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. Embassy Royal Oak 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 Embassy Royal Oak 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 Embassy Royal Oak by the Board and will NOT discharge Embassy Royal Oak from any obligation under the terms of this Agreement.

6. Embassy Royal Oak agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Embassy Royal Oak 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 Royal Oak Nursing and Rehab Center will operate.
 9. Embassy Royal Oak 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-2022-0379

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

**IN THE MATTER OF: CASE No. A-2020-0350
501-1536**

Seasons Nursing and Rehabilitation
License No. 02-80000160
c/o Diane Goodwin 456 Seasons Road
Stow, Ohio 44224

**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 Seasons Nursing and Rehabilitation (Seasons Nursing) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical

oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Seasons Nursing 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. Seasons Nursing is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 80000160.

FACTS

1. The Board initiated an investigation of Seasons Nursing, Terminal Distributor of Dangerous Drugs license number 02-80000160, related to Seasons Nursing's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Seasons Nursing, 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.

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

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. Seasons Nursing neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; 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. Seasons Nursing agrees to pay to the Board a monetary penalty the amount of \$2,200.00. 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. Seasons Nursing 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. Seasons Nursing 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 Seasons Nursing 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 Seasons Nursing by the Board and will NOT discharge Seasons Nursing from any obligation under the terms of this Agreement.
6. Seasons Nursing agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Seasons Nursing 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 Seasons Nursing will operate.
9. Seasons Nursing 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-2022-0380

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

**IN THE MATTER OF:
CASE No. A-2020-0352
501-1536**

Provide-a-Care dba Shady Lawn Home

License No. 02-80000165
c/o Joy Calel
15028 Old Lincoln Way
Dalton, Ohio 44618

**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 Provide-a-Care dba Shady Lawn Home (Shady Lawn) for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Shady Lawn 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. Shady Lawn is a licensed Terminal Distributor of Dangerous Drugs under license number 02- 80000165.

FACTS

1. The Board initiated an investigation of Shady Lawn, Terminal Distributor of Dangerous Drugs license number 02-80000165, related to Shady Lawn's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.
2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Shady Lawn, 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. Shady Lawn neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; 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. Shady Lawn agrees to pay to the Board a monetary penalty the amount of \$3,000.00. 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. Shady Lawn 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. Shady Lawn 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 Shady Lawn 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 Shady Lawn by the Board and will NOT discharge Shady Lawn from any obligation under the terms of this Agreement.
6. Shady Lawn agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Shady Lawn 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 Shady Lawn will operate.
9. Shady Lawn 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-2022-0381

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

**IN THE MATTER OF:
CASE No. A-2020-0356
501-1536**

Willow Park Nursing and Rehabilitation

License No. 02-80000155
c/o Diane Liliestedt
18810 Harvard Avenue
Cleveland, OH 44122

**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 Willow Park Nursing and Rehabilitation for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical. Together, the Board and Willow Park 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. Willow Park Nursing and Rehabilitation is a licensed Terminal Distributor of Dangerous Drugs under license number 02-80000155.

FACTS

1. The Board initiated an investigation of Willow Park Nursing and Rehabilitation, Terminal Distributor of Dangerous Drugs license number 02-80000155, related to Willow Park Nursing and

Rehabilitation's illegal purchases of medical oxygen from an unlicensed entity, Medicina Medical.

2. On or about August 6, 2020, the Board sent a Notice of Opportunity for Hearing to Willow Park 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. Willow Park Nursing and Rehabilitation neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 6, 2020; 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. Willow Park Nursing and Rehabilitation agrees to pay to the Board a monetary penalty the amount of \$3,000.00. 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. Willow Park 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. Willow Park 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 Willow Park 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 Willow Park Nursing and Rehabilitation by the Board and will NOT discharge Willow Park Nursing and

Rehabilitation from any obligation under the terms of this Agreement.

6. Willow Park 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. Willow Park 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 Willow Park Nursing and Rehabilitation will operate.
9. Willow Park 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-2022-0382

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

**IN THE MATTER OF:
CASE NO. A-2021-0096**

Ziks Family Pharmacy, Inc. #100
License No. 02-2055300
c/o Nnenna Iheme, RPh
1130 W. 3rd Street
Dayton, Ohio 45402

**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 Ziks Family Pharmacy, Inc. #100

for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing and subsequent discrepancies in records related to the error in dispensing. Together, the Board and Ziks Family Pharmacy, Inc. #100 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. Ziks Family Pharmacy, Inc. #100 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2055300.

FACTS

1. The Board initiated an investigation of Ziks Family Pharmacy, Inc. #100, Terminal Distributor of Dangerous Drugs license number 02-2055300, related to Ziks Family Pharmacy, Inc. #100's error in dispensing and subsequent discrepancies in records related to the error in dispensing.
2. On or about July 30, 2021, the Board sent a Notice of Opportunity for Hearing to Ziks Family Pharmacy, Inc. #100, 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 August 9, 2021, Ziks Family Pharmacy, Inc. #100, through counsel Todd Collis, timely requested an administrative hearing, which was subsequently scheduled for January 10, 2021. Settlement of the matter was reached prior to administrative hearing.

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. Ziks Family Pharmacy, Inc. #100 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 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. Ziks Family Pharmacy, Inc. #100 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 180 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. Ziks Family Pharmacy, Inc. #100 is currently under a minimum two-year probationary period, ordered to run concurrently on Case Nos. A-2018-0048, A-2018-0049, A-2018-0050, A-2019-0359, and A-2018-0047, with a termination date of February 19, 2022. Ziks Family Pharmacy, Inc. #100 agrees to an additional one-year probationary period, beginning February 19, 2022 with a termination date of February 19, 2023. The probationary terms are the same as those imposed during the current probationary period, and include:
 - a. The consultant pharmacist will submit every six months semi-annual reports to the Board for the remainder of the probationary term. Ziks Family Pharmacy, Inc. #100 will be required to comply with any and all recommendations identified in the consultant pharmacist's reports. Reports must be emailed to legal@pharmacy.ohio.gov. The reports must include at a minimum:
 - i. Confirmation of Ziks Family Pharmacy, Inc. #100's compliance with: Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the rules adopted thereunder, and Chapter 4729 of the Ohio Administrative Code.
 - b. Nnodum Itheme shall not serve as Responsible Person for Ziks Family Pharmacy, Inc. #100 during the term of Nnodum Itheme and/or Ziks Family Pharmacy, Inc. #100's probation.
 - c. Any current and/or subsequent Responsible Person must attend a Board-sponsored "Responsible Person Roundtable", each year during the term of Ziks Family Pharmacy, Inc. #100's probation, and provide proof of completion to the Board within 30 days of attendance.
5. Ziks Family Pharmacy, Inc. #100 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. Ziks Family Pharmacy, Inc. #100 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 Ziks Family Pharmacy, Inc. #100 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 Ziks Family Pharmacy, Inc. #100 by the Board and will NOT discharge Ziks Family Pharmacy, Inc. #100 from any obligation under the terms of this Agreement.

7. Ziks Family Pharmacy, Inc. #100 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Ziks Family Pharmacy, Inc. #100 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 Ziks Family Pharmacy, Inc. #100 will operate.
10. Ziks Family Pharmacy, Inc. #100 explicitly withdraws its request for a hearing, 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-2022-0383

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

**IN THE MATTER OF:
Case No. A-2021-0487**

**Nnodum Itheme, RPh
License No. 03-219692
1130 West Third Street
Dayton, Ohio 45402**

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 Nnodum Iheme, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of a violation of a Board Order. Together, the Board and Nnodum Iheme 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. Nnodum Iheme is a licensed pharmacist in the state of Ohio under license number 03-219692.

FACTS

3. The Board initiated an investigation of Nnodum Iheme, pharmacist license number 03-219692, related to Nnodum Iheme's violation of a Board Order.
4. On or about October 28, 2021, the Board sent a Notice of Opportunity for Hearing to Nnodum Iheme, 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.
5. On or about November 2, 2021, Nnodum Iheme, through counsel Todd Collis, timely requested an administrative hearing, which was subsequently scheduled for April 4, 2022. Settlement of the matter was reached prior to administrative hearing.

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. Nnodum Iheme neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 28, 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. Nnodum Iheme agrees to pay to the Board a monetary penalty in the amount of \$750.00. This fine will be attached to Nnodum Iheme's license record and must be paid no later than 180 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. Nnodum Iheme is currently under a minimum two-year probationary period, ordered to run concurrently on Case Nos. A-2018-0049 and A-2018-0047, with a termination date of February 19, 2022. Nnodum Iheme agrees to an additional one-year probationary period, beginning February 19, 2022 with a termination date of February 19, 2023. The probationary terms are the same as those imposed during the current probationary period, and include:
 - a. Nnodum Iheme's pharmacist license is not in good standing and thereby denied the privilege of being a preceptor and training pharmacy interns pursuant to paragraph (D)(1) of Rule 4729-3-01 of the Ohio Administrative Code.
 - b. Nnodum Iheme may not serve as a responsible pharmacist at Ziks Family Pharmacy, Inc. #100 during the term of his probation.
 - c. Nnodum Iheme may not serve as a responsible pharmacist or designated representative at any other Board licensed facility including medical marijuana dispensaries or home medical equipment providers during the term of his probation.
 - d. Nnodum Iheme must not violate the drug laws of Ohio, any other state, or the federal government.
 - e. Nnodum Iheme must abide by the rules of the State of Ohio Board of Pharmacy.
 - f. Nnodum Iheme must comply with the terms of this Settlement Agreement.
 - g. Nnodum Iheme 's license is deemed not in good standing until successful completion of the probationary period.
 - h. Nnodum Iheme 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 Nnodum Iheme to possible additional sanctions, including and up to revocation of license.

- i. 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 Nnodum IHEME's license.
 5. Nnodum IHEME agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 6. Nnodum IHEME understands that he has the right to be represented by counsel for review and execution of this agreement.
 7. Nnodum IHEME 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. Nnodum IHEME explicitly 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.
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R-2022-0384

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

**IN THE MATTER OF:
Case Nos. A-2021-0198
A-2021-0090
A-2021-0696**

**Patterson Logistics Services, Inc. (South Bend)
License No. 01-2113850
1031 Mendota Heights Road
Saint Paul, MN 55120**

**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 Patterson Logistics Supply, Inc. - South Bend, IN (Patterson South Bend), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess active Terminal Distributor of Dangerous Drugs licenses at the time of the sales. Together, the Board and Patterson 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. Patterson South Bend is a licensed Third-Party Logistics Provider, License No. 01-2113850.

FACTS

1. The Board initiated an investigation of Patterson's Third-Party Logistics Provider License No. 01-2113850, related to Patterson South Bend's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio Terminal Distributor of Dangerous Drugs license at the time of the sales.
2. On or about June 21, 2021, the Board sent Notices of Opportunity for Hearing to Patterson South Bend related the above-listed matters, 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. Patterson South Bend neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters dated June 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. Patterson South Bend agrees to pay to the Board a monetary penalty in the amount of \$4,250.00. This fine will be attached to the license

record and must be paid no later than 6 months 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. Patterson South Bend 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. Patterson South Bend agrees to comply with all federal and state requirements related to Third-Party Logistics Providers, 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 Patterson South Bend 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 Patterson South Bend by the Board and will NOT discharge Patterson South Bend from any obligation under the terms of this Agreement.
 6. Patterson South Bend agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Patterson South Bend 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 Patterson South Bend will operate.
 9. Patterson South Bend withdraws its request for a hearing, 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.
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R-2022-0385

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

**IN THE MATTER OF:
Case Nos. A-2020-0646
A-2021-0196
A-2021-0207**

**Patterson Logistics Services, Inc. (Mount Joy)
License No. 01-1719700
1031 Mendota Heights Road
Saint Paul, MN 55120**

**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 Patterson Logistics Supply, Inc. - Mount Joy, PA (Patterson Mount Joy), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess active Ohio Terminal Distributor of Dangerous Drugs licenses at the time of the sales. Together, the Board and Patterson 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. Patterson Mount Joy is a licensed Third-Party Logistics Provider, License No. 01-1719700.

FACTS

1. The Board initiated an investigation of Patterson's Third-Party Logistics Provider License No. 01-1719700, related to Patterson Mount Joy's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio Terminal Distributor of Dangerous Drugs license at the time of the sales.
2. On or about March 26, 2021, and June 21, 2021, the Board sent Notices of Opportunity for Hearing to Patterson Mount Joy related to the above-listed matters, 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. Patterson Mount Joy neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters dated March 26, 2021, and June 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. Patterson Mount Joy agrees to pay to the Board a monetary penalty in the amount of \$3,000.00. This fine will be attached to the license record and must be paid no later than 6 months 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. Patterson Mount Joy 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. Patterson Mount Joy agrees to comply with all federal and state requirements related to Third-Party Logistics Providers, 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 Patterson Mount Joy 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 Patterson Mount Joy by the Board and will NOT discharge Patterson Mount Joy from any obligation under the terms of this Agreement.
6. Patterson Mount Joy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Patterson Mount Joy 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 Patterson Mount Joy will operate.
9. Patterson Mount Joy withdraws its request for a hearing, 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-2022-0386

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

**IN THE MATTER OF:
Case No. A-2021-0208**

**Patterson Logistics Services, Inc. (Blythewood)
License No. 01-1804100
1031 Mendota Heights Road
Saint Paul, MN 55120**

**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 Patterson Logistics Supply, Inc. - Blythewood, SC (Patterson Blythewood), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess active Terminal Distributor of Dangerous Drugs licenses at the time of the sales. Together, the Board and Patterson 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. Patterson Blythewood is a licensed Third-Party Logistics Provider, License No. 01-1804100.

FACTS

1. The Board initiated an investigation of Patterson's Third-Party Logistics Provider License No. 01-1804100, related to Patterson Blythewood's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio Terminal Distributor of Dangerous Drugs license at the time of the sales.
2. On or about June 21, 2021, the Board sent a Notice of Opportunity for Hearing to Patterson Blythewood related the above-listed matters, 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. Patterson Blythewood neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated June 21, 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. Patterson Blythewood agrees to pay to the Board a monetary penalty in the amount of \$250.00. This fine will be attached to the license record and must be paid no later than 6 months 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. Patterson Blythewood 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. Patterson Blythewood agrees to comply with all federal and state requirements related to Third-Party Logistics Providers, 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 Patterson Blythewood 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 Patterson Blythewood by the Board and will NOT discharge Patterson Blythewood from any obligation under the terms of this Agreement.
 6. Patterson Blythewood agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Patterson Blythewood 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 Patterson Blythewood will operate.
 9. Patterson Blythewood withdraws its request for a hearing, 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-2022-0387

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

**IN THE MATTER OF:
Case Nos. A-2021-0197**

A-2021-0206

A-2021-0217

Patterson Veterinary Supply, Inc. (Phoenix)

License No. 01-1988450

1031 Mendota Heights Road

Saint Paul, MN 55120

**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 Patterson Veterinary Supply, Inc. (Patterson Phoenix), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess active Terminal Distributor of Dangerous Drugs licenses at the time of the sales. Together, the Board and Patterson Phoenix 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. Patterson Phoenix is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-1988450.

FACTS

1. The Board initiated an investigation of Patterson Phoenix's Wholesale Distributor of Dangerous Drugs License No. 01-1988450, related to Patterson Phoenix's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio Terminal Distributor of Dangerous Drugs license at the time of the sales.
2. On or about June 21, 2021, the Board sent Notices of Opportunity for Hearing to Patterson Phoenix related to the above-listed matters, 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. Patterson Phoenix neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters dated June 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. Patterson Phoenix agrees to pay to the Board a monetary penalty in the amount of \$6,500.00 to resolve the above-listed matters. This fine will be attached to the license record and must be paid no later than 6 months 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. Patterson Phoenix 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. Patterson Phoenix 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 Patterson Phoenix 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 Patterson Phoenix by the Board and will NOT discharge Patterson Phoenix from any obligation under the terms of this Agreement.
6. Patterson Phoenix agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Patterson Phoenix 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 Patterson Phoenix will operate.
9. Patterson Phoenix 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-2022-0388

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

IN THE MATTER OF:
Case Nos. A-2020-0112
A-2020-0114
A-2020-0512
A-2021-0190

Patterson Veterinary Supply, Inc. (Grove City)
License No. 01-2037250
1031 Mendota Heights Road
Saint Paul, MN 55120

**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 Patterson Veterinary Supply, Inc. (Patterson Grove City), for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs, including controlled substances, to entities that did not possess active Terminal Distributor of Dangerous Drugs licenses at the time of the sales, and a change in Responsible Person. Together, the Board and Patterson Grove City 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. Patterson Grove City is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2037250.

FACTS

1. The Board initiated an investigation of Patterson Grove City's Wholesale Distributor of Dangerous Drugs License No. 01-2037250, related to Patterson Grove City's sales of dangerous drugs, including controlled substances, to entities that did not possess an active Ohio Terminal Distributor of Dangerous Drugs license at the time of the sales, and a change in Responsible Person.
2. On or about March 3, 2021, March 10, 2021, and June 21, 2021, the Board sent Notices of Opportunity for Hearing to Patterson Grove City related to the above-listed matters, 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. Patterson Grove City neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters dated March 3, 2021, March 10, 2021, and June 21, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. The Board disciplines Patterson Grove City with a written reprimand for its failure to change its Responsible Person in compliance with Ohio law.
4. Patterson Grove City agrees to pay to the Board a monetary penalty in the amount of \$3,125.00 to resolve the above-listed matters. This fine will be attached to the license record and must be paid no later than 6 months from the effective date of this Order. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
5. Patterson Grove City 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. Patterson Grove City 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 Patterson Grove City 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 Patterson Grove City by the Board and will NOT discharge Patterson Grove City from any obligation under the terms of this Agreement.

7. Patterson Grove City agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Patterson Grove City 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 Patterson Grove City will operate.
10. Patterson Grove City 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.

R-2022-0389

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

**IN THE MATTER OF:
CASE No. A-2018-0185**

Marley Drug
License No. 02-2394950
c/o Chris Holler, R.Ph.
5008 Peters Creek Parkway
Winston Salem, NC 27127

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 Marley Drug, for the purpose of resolving all issues between the parties relating to the Board investigation of the illegal transfer of dangerous drugs. Together, the Board and Marley Drug 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. Marley Drug is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2394950.

FACTS

1. The Board initiated an investigation of Marley Drug, Terminal Distributor of Dangerous Drugs license number 02-2772750.
2. On or about July 9, 2021, the Board sent a Notice of Opportunity for Hearing to Marley Drug, 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 30, 2021, Marley Drug, through counsel, requested a hearing. The hearing was subsequently scheduled for January 10, 2022.

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. Marley Drug neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated July 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. Marley Drug agrees to pay to the Board a monetary penalty in the amount of \$5,000.00. This fine will be attached to your license

record and must be paid no later than 30 days from the effective date of this Settlement Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.

4. Marley Drug 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. Marley Drug 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 Marley Drug 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 Marley Drug by the Board and will NOT discharge Marley Drug from any obligation under the terms of this Agreement.
 6. Marley Drug agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 7. Marley Drug 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 Marley Drug will operate.
 9. Marley Drug 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-2022-0390

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

**IN THE MATTER OF:
CASE NO. A-2019-0278**

Flash Returns, LLC.
License No. 01-2662100
c/o Bobby Black
340 Gest Street
Cincinnati, OH 45203

**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 Flash Returns, 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 Flash Returns 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. Flash Returns is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2662100, which lists Bobby Black as the Responsible Person.

FACTS

1. The Board initiated an investigation of Flash Returns, LLC, Wholesaler Distributor of Dangerous Drugs License No. 01-2662100, related to the condition of Flash Returns' facility.
2. On or about September 29, 2021, the Board sent a Notice of Opportunity for Hearing to Flash Returns, 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. Flash Returns, through counsel, requested a hearing on October 13, 2021. The hearing was subsequently scheduled for February 8, 2022.

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. Flash Returns neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated September 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. Flash Returns agrees to pay to the Board a monetary penalty in the amount of \$5,000.00, with \$2,500.00 of that penalty being stayed upon the condition that the Board performs a full inspection of Flash Returns and the inspection confirms substantial compliance with Ohio's Pharmacy Practice Act as set forth in Chapters 3719. and 4729. Of the Ohio Revised Code and related rules.
 - a. The monetary penalty of \$2,500.00 will be attached to Flash Returns' license record and must be paid no later than 90 days from the effective date of the Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
 - b. If additional violations are discovered during the inspection or otherwise and not corrected within 30 days, the stayed \$2,500.00 monetary penalty will be imposed. Notice will be provided to Flash Returns for payment of the stayed fine within 90 days of the notice.
 - c. Any violations discovered during the inspection and not corrected within 30 days can still result in a Notice of Opportunity for Hearing/Citation and the payment of the stayed fined would not resolve the outstanding issues from the new violations.
4. Flash Returns 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. Flash Returns 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 Flash Returns 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 Flash Returns by the Board and will NOT discharge Flash Returns from any obligation under the terms of this Agreement.

6. Flash Returns agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Flash Returns 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 Flash Returns will operate.
9. Flash Returns 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-2022-0391

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on September 8, 2021, in the matter of **Fairborn Mental Health, Fairborn, Ohio.**

R-2022-0392

Mr. Wilt announced the dismissal of the Notice of Opportunity for Hearing issued on December 17, 2020, in the matter of **Peter C. Johnson, MD, Oregon, Ohio.**

R-2022-0393

Ms. Rudell moved that the December 6-7, 2021, Board Meeting Minutes be approved as amended. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2022-0394

Ms. Rudell moved that the December 6, 2021, Probation Meeting Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2022-0395

Ms. Rudell moved that the December 8, 2021, Conference Call Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2022-0396

Ms. Rudell moved that the December 15, 2021, Conference Call Minutes be approved as written. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2022-0397

Ms. Buettner 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. The motion was seconded by Ms. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

1:26 p.m.

The Board returned to public session and promptly recessed for the day.

Wednesday, January 12, 2022**9:00 a.m.**

The State of Ohio Board of Pharmacy convened in the Hearing Room, 17th Floor, of the Vern Riffe Center for Government and the Arts, 77 South High Street, Columbus, Ohio, for a public meeting, which was also broadcast via Microsoft Teams audio/visual conference call, with the following members present:

Shawn Wilt, RPh, *Vice President/Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; TJ Grimm, RPh; Jeff Huston, RPh, and Jennifer Rudell, RPh.

Rich Miller, RPh, *President*; Absent.

Also present were Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Michelle Siba, *Senior Legal Counsel*; and Kathryn Lewis, *Legal Administrative Assistant*.

9:01 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 **Daniel Fisher, Milford, Ohio.**

R-2022-0398

Ms. Buettner 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. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

11:40 a.m.

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

R-2022-0399

After votes were taken in public session, the Board adopted the following order in the Matter of **Daniel Fisher, Milford, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

Case Number A-2021-0100

In The Matter Of:

**Daniel Fisher
5552 Falling Wood Court
Milford, OH 45150
License No. 03-129650**

INTRODUCTION

The Matter of Daniel Fisher came for hearing on January 12, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President, Presiding*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Rich Miller, RPh; Absent.

Daniel Fisher was represented by Attorney Bob Garrity. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Daniel Fisher, Respondent
2. Melissa Greiwe
3. Maria Staley
4. Brian Wagner

Respondent's Witnesses:

1. Daniel Fisher
2. Eric Hammond

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Statement of Respondent
5. Statement of Maria Staley
6. Statement of Melissa Griewe

Respondent's Exhibits:

- A. PRO Contract; UDS Results; Quarterly Reports
- B. Treatment Documentation
- C. 12 Step Meeting Attendance
- D. Continuing Education
- E. Resume
- F. Letters of Support

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 December 16, 2020, after discovering that Daniel Fisher was not present in the pharmacy when expected to be at his place of employment at that time, Walgreens Pharmacy #11630, located at 6918 Hamilton Avenue, Cincinnati, OH 45231, a witness observed him in his car in the parking lot, with his eyes closed and multiple small bottles of alcohol present in the car's console and cup holders.
2. On December 19, 2020, upon his return from a break, a witness described Daniel Fisher as appearing to be in an altered state, while he was working as a pharmacist at Walgreens Pharmacy #11630:
 - a. Daniel Fisher was observed with his head down at times and could not perform tasks such as bagging items and/or working the cash register.
 - b. Daniel Fisher was also observed dropping items, unable to staple items, and slurring his speech while engaging in prolonged conversations with patients. At least one patient questioned Daniel Fisher's wellbeing to the store's manager that day.

3. On January 22, 2021, in an interview with a Board agent (and subsequent written statement), Daniel Fisher admitted to the following:
 - a. He does have an alcohol problem for which he was seeking assistance.
 - b. He was asleep in his car on December 16, 2020, and did have the alcohol bottles in his car, but he denied consuming them.
 - c. His sobriety date was January 13, 2021, as of the date of the interview.

CONCLUSIONS OF LAW

1. Such conduct, as set forth in Paragraph (2) of the Findings of Fact Section, constitutes a violation of ORC 4729.27, Pharmacist must be in full and actual charge of pharmacy.
2. Such conduct, as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of ORC 4729.16(A)(2) (effective April 8, 2019):
 - a. Engaged in unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2)(b);
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist or pharmacy intern unfit to practice pharmacy, ORC 4729.16(A)(2)(c);
 - c. 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
 - d. 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).
3. 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) (effective March 20, 2020):
 - a. Engaged in unprofessional conduct in the practice of pharmacy, OAC 4729:1-4-01(B)(2)(b);
 - 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, OAC 4729:1-4-01(B)(2)(c);

- c. 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);
- d. 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); and
- e. Failed to conform to prevailing standards of care of similar pharmacists under the same or similar circumstances, whether or not actual injury to a patient is established, OAC 4729:1-4-01(B)(2)(p).

DECISION OF THE BOARD

Pursuant to Section 4729.16 of the Ohio Revised Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby places the pharmacist license No. 03-129650, held by Daniel Fisher, on a period of probation for a minimum of five years beginning on the effective date of this Order. During the probationary period, the following terms and conditions apply:

1. Daniel Fisher 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. Daniel Fisher 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 Daniel Fisher 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 Glucuronide (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 Daniel Fisher 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.
 - f. Daniel Fisher must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
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. Daniel Fisher 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 Daniel Fisher reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Daniel Fisher 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 Daniel Fisher reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Daniel Fisher 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 Daniel Fisher's progress towards recovery and what Daniel Fisher 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. Daniel Fisher must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Daniel Fisher holds a professional license or applies for a professional license, and all persons who provide Daniel Fisher chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Daniel Fisher must meet at least annually with the Board's Probation Committee, the first meeting to be held January 2023. Additional periodic appearances may be requested.
 - b. The State of Ohio Board of Pharmacy hereby declares that Daniel Fisher's pharmacist license is not in good standing 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.
 - c. Daniel Fisher 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.
 - d. Daniel Fisher may remain the Responsible Person at Mercy Health in his current position. If he were to change employment, he may not become a Responsible Person or a designated representative in a dispensary or for home medical equipment without first requesting and receiving permission from the Board.
 - e. Daniel Fisher may not engage in a consult agreement, unless approved by the Board.
 - f. Daniel Fisher may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Daniel Fisher may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - h. Daniel Fisher must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Daniel Fisher must abide by the rules of the State of Ohio Board of Pharmacy.

- j. Daniel Fisher must comply with the terms of this Order.
 - k. Daniel Fisher's license is deemed not in good standing until successful completion of the probationary period.
 - l. Daniel Fisher 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, Daniel Fisher must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 9. Daniel Fisher 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. Daniel Fisher 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 Daniel Fisher 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 Daniel Fisher's license.
 12. Periods during which Daniel Fisher 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 Daniel Fisher.

Ms. Rudell moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Ms. Rudell moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

11:45 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 **Yohannes Tinsae, Dayton, Ohio.**

R-2022-0400

Ms. Buettner 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. Rudell and a roll-call vote was conducted by *Vice President/Presiding* Wilt as follows: Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

3:49 p.m.

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

R-2022-0401

After votes were taken in public session, the Board adopted the following order in the Matter of **Yohannes Tinsae, Dayton, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2019-0207)

In The Matter Of:

Yohannes Tinsae, RPh
2840 Ash Ridge Drive
Dayton, Ohio 45434
Suspended License No. 03-227942

INTRODUCTION

The Matter of Yohannes Tinsae came for hearing on January 12, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Shawn Wilt, RPh, *Vice President/Presiding*; Jason George, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; T.J. Grimm, RPh; and Jennifer Rudell, RPh.

Rich Miller, RPh; Absent.

Yohannes Tinsae was represented by Gregory Tapocsi and Christopher Begin. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCEState's Witnesses:

1. Teresa Meyer, Board Agent

Respondent's Witnesses:

1. Yohannes Tinsae, Respondent

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Indictment
5. Superseding Information
6. Guilty Plea Accepted / Sentencing
7. Sentencing Memorandum
8. Consent Agreement with Ismail Abuhanieh
9. Medical Board Discipline of Dr. Morris Brown
10. Audio Recording
11. Audio Recording
12. Audio Recording

Respondent's Exhibits:

- A. Yohannes Tinsae, RPh Resume
- B. McKesson Pharmacy Questionnaire
- C. Indictment
- D. Superseding Information
- E. Plea Agreement, including Stipulated Statement of Facts and Cooperation Agreement
- F. Arraignment and Plea on Bill of Information
- G. Sentencing Judgment Entry
- H. Mr. Tinsae's Licensee or Registrant Self-Report Form
- I. Order Terminating Probation
- J. Complaint Letter to State Medical Board of Ohio
- K. Letters of Support
 - i. Deborah R. Sawvel, RPh
 - ii. Ugo Nwokoro, M.D.
 - iii. Mark E. Butler, RPh
 - iv. Chauncy L. Eakins, M.D.

- v. Mantai Z. Mesmer, Ph.D.
- vi. Andrea J. Lester
- vii. Fr. Musie Tesfayohannes
- viii. Bairu Tefla
- ix. Lilly Tekle
- x. Solomon Tekle
- xi. Amelio B. Washington, Sr.

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 April 9, 2019, Yohannes Tinsae was indicted in the United States District Court, Southern District of Ohio, Western Division, for conspiracy to commit and commission of violations of the Controlled Substances Act. On or about February 10, 2020, Yohannes Tinsae pleaded guilty to Count 1 of the Indictment, unlawfully obtaining controlled substances by fraud, misrepresentation, and subterfuge, in violation of 21 U.S.C Section 843(a)(3).
2. On or about August 12, 2020, Yohannes Tinsae was sentenced, in part, to three years probation, 100 hours community service, \$100 fine to be paid to the Special Assessment to Victims Crime Fund, a curfew for 60-days, and Mr. Tinsae must not own, possess, use, or traffic in any controlled substances, firearms or dangerous weapons. *United States vs. Yohannes K. Tinsae*, Case No. 3:19-cr-68(5).

CONCLUSIONS OF LAW

1. Such conduct as set forth in the Findings of Fact Section, constitutes a violation of the following divisions of (A) of section 4729.16 of the ORC effective as of April 8, 2019:
 - a. Has been convicted of a felony, ORC 4729.16(A)(2)(a); and
 - b. Engaged in unprofessional conduct in the practice of pharmacy, ORC 4729.16(A)(2)(b); 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 other conduct for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC Section 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 Rule 4729:1-4-01(B)(2) of the OAC as effective March 20, 2020:
 - a. Has been convicted of a felony, OAC Rule 4729:1-4-01(B)(2)(b); and
 - b. Engaged in unprofessional conduct in the practice of pharmacy, OAC Rule 4729:1-4-01(B)(2)(b); and
 - c. 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
 - d. 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 Yohannes Tinsae, RPh on June 30, 2021.

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. 03-227942 held by Yohannes Tinsae and such suspension is effective as of the date of the mailing of this Order.

Yohannes Tinsae, 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 and/or medical marijuana during such period of suspension.

Further, after two years from the effective date of this Order, the Board will approve the reinstatement of pharmacist license no. 03-227942 held by Yohannes Tinsae to practice pharmacy in Ohio, so long as the following terms of suspension have been met:

1. Pursuant to Section 4729.56 of the Ohio Revised Code, the State of Ohio Board of Pharmacy imposes a monetary penalty in the

amount of \$5,000.00. This fine will be attached to Mr. Tinsae's license record and must be paid prior to reinstatement of Mr. Tinsae's pharmacist license. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

2. Yohannes Tinsae must obtain twenty hours of approved continuing pharmacy education (2.0 CEUs) in the topic of Ethics, Law, and/or controlled substances, which may not also be used for license renewal. The 2.0 CEUs must be completed prior to reinstatement of Mr. Tinsae's pharmacist license. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
3. Completion of proper licensure requirements, including submission of appropriate fees, and submission of all necessary licensure applications, background checks, and paperwork.
4. If reinstatement is not accomplished within **three years** of the effective date of the Summary Suspension, June 30, 2021, Yohannes Tinsae 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.
5. Any violation of Chapters 2925., 3715., 3719., 4729., of the Ohio Revised Code, any administrative code violation or a violation of any other state, federal, or local 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.

If Yohannes Tinsae's license to practice pharmacy is reinstated following the period of suspension, the following terms will apply:

1. Yohannes Tinsae's license to practice pharmacy in Ohio will be placed on a period of probation for **five years** from the date of reinstatement of his pharmacist license. During the term of probation, Yohannes Tinsae must meet with the probation committee upon request.
2. During the probationary period, Mr. Tinsae's pharmacist license is deemed not in good standing and he is thereby denied 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.

Further, Yohannes Tinsae may never serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment, at any facility over which the Board has jurisdiction.

Further, the Board hereby grants the Respondent's Motion to Seal the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's exhibits: J and E.

Ms. Rudell moved for Findings of Fact; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Ms. Rudell moved for Conclusions of Law; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

Mr. Huston moved for Action of the Board; Mr. George seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

R-2022-0402

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Certified Pharmacy Technician **Darquerisha Boyd, Cleveland, Ohio**, Ms. Buettner moved that the Board summarily suspend the Certified Pharmacy Technician license belonging to **Darquerisha Boyd, Cleveland, Ohio**. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2022-0403

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Registered Pharmacy Technician **Robert Richter, Dayton, Ohio**, Mr. Grimm moved that the Board summarily suspend the Registered Pharmacy Technician license belonging to **Robert Richter, Dayton, Ohio**. The motion was seconded by Mr. Goodman and approved by the Board: Yes-6, No-0.

R-2022-0404

Mr. Goodman moved to Adjourn the January 2022 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Huston and approved by the Board: Yes-6, No-0.

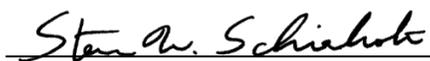
4:12 p.m.

The Board Meeting Adjourned.



Shawn Wilt, RPh, Vice
President/Presiding

Date: 02.08.2022



Steven W. Schierholt, Executive Director

Date: 02.08.2022