



MINUTES OF THE FEBRUARY 7-8, 2022
MEETING OF THE STATE OF OHIO BOARD OF PHARMACY

Monday, February 7, 2022

10:00 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:

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

Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

10:01 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 **Peter C. Johnson, MD, Oregon, Ohio.**

R-2022-0406

Mr. Wilt 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 *President* Miller as follows: Wilt-yes; Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

11:43 a.m.

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

R-2022-0407

After votes were taken in public session, the Board adopted the following order in the Matter of **Peter C. Johnson, MD, Oregon, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY
(Case Number A-2020-0689)

In The Matter Of:

Peter C. Johnson, MD

c/o Dr. Peter C. Johnson
2737 Navarre Ave., Ste. 202
Oregon, Ohio 43616
Denied License No.: APP-000340487

INTRODUCTION

The Matter of Peter C. Johnson, MD came for hearing on February 7, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, *Vice President*; Trina Buettner, RPh; Jason George, RPh; Victor Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Peter C. Johnson, MD, was present by and through its owner, Dr. Peter Johnson, and was not represented by counsel. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Dr. Peter Johnson – Respondent
2. Homer Chapa – Board Agent

Respondent's Witnesses:

1. Dr. Peter Johnson

State's Exhibits:

1. Notice Letter
2. Request for Hearing
 - 3a. Initial Scheduling Order
 - 3b. First Continuance
 - 3c. Second Continuance
4. Omitted
5. 2020 Application
6. Monitoring Update (with attachments)
7. HHS Reinstatement Letter
8. Certified Records from Medical Board

Respondent's Exhibits:

- A. None

FINDINGS OF FACT

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

1. On or about March 4, 2020, Dr. Peter Johnson submitted an application for Peter C. Johnson MD, located at 2737 Navarre Ave., Ste. 202, Oregon, Ohio. Peter Johnson answered "No" to the questions inquiring whether the applicant or responsible person had ever been the subject of an investigation or disciplinary action by the Drug Enforcement Administration or appropriate issuing body of any state or jurisdiction that resulted in the surrender, suspension, revocation, or probation of the responsible person's license or registration– despite having previously provided this information on an earlier, 2019 application with the Pharmacy Board.
 - a. On or about September 9, 2015, Dr. Peter Johnson entered into a Step 1 Consent Agreement (Agreement) with the State of Ohio Medical Board. Dr. Peter Johnson admitted that he had sexual encounters with three different patients he treated, a resident he supervised, and an office assistant who worked for him. The Agreement includes, in part:
 - i. A suspension of Dr. Peter Johnson's license to practice medicine and surgery in Ohio for an indefinite period of time but not less than two years.
 - ii. Appear before the Medical Board every three months for an interview and provide quarterly declarations stating whether there had been compliance with the terms of the Agreement.
 - iii. Attend weekly psychiatric treatment, including psychotherapy.
 - iv. Submit to a polygraph test at least once every twelve months. The inquiry must encompass the general nature of the conduct that gave rise to the Agreement.
 - v. Complete an intensive residential treatment program and participate in 12-Step aftercare meetings, no less than three times per week.
 - vi. Pass the Special Purpose Examination (SPEX) before license reinstatement.
 - b. On or about November 8, 2017, Dr. Peter Johnson entered into a Step 2 Consent Agreement with the State of Ohio Medical Board. Pursuant to the agreement, Dr. Peter Johnson's license to practice medicine and surgery was restored and Dr. Peter Johnson agreed to probationary terms, conditions, and limitations. Dr. Peter Johnson may not request termination of the Agreement for at least five years from the effective date. Dr. Peter Johnson is currently on probation. The probationary terms include, in part:
 - i. Continue terms outlined in the Step 1 Consent Agreement.

- ii. Obtain prior approval from the Medical Board before engaging in any medical practice or in any employment related to the health care field.
 - iii. Provide a copy of the Consent Agreement to all employers or entities with which you are under contract to provide health care services or is receiving training, and the hospitals at which you're associated.
2. On the application submitted on or about March 4, 2020, Peter Johnson answered "Yes" to the questions inquiring whether the applicant or responsible person had ever been excluded or directed to be excluded from participation in a Medicare or state health care program, or is any such action pending.
 - a. On or about July 20, 2017, the U.S. Department of Health and Human Services (HHS) excluded Peter Johnson from Medicare, Medicaid, and all other federal health care programs. On or about August 1, 2018, Peter Johnson was reinstated with HHS.

CONCLUSIONS OF LAW

1. Such conduct as set forth in Findings of Fact Section constitutes a violation of each of the following divisions of Section 4729.57 of the ORC, effective September 29, 2017:
 - a. Violating any rule of the board, ORC Section 4729.57(B)(2); and
 - b. Violating any provision of this chapter, ORC Section 4729.57(B)(3); and
 - c. Ceasing to satisfy the qualifications of a TDDD set forth in section 4729.55 of the Revised Code, ORC Section 4729.57(B)(7); and
 - d. Any other cause for which the board may impose discipline as set forth in rules adopted under section 4729.26 of the Revised Code, ORC 4729.57(B)(10).
2. Such conduct as set forth in Findings of Fact Section constitutes a violation of the following divisions of Section 4729.55(K) of the ORC, effective April 6, 2017, TDDD license requirements: In the case of an applicant who is operating a facility, clinic, or other location described in division (B) of section 4729.553 of the Revised Code that must hold a category III terminal distributor of dangerous drugs license with an office-based opioid treatment classification, the applicant meets the requirements to receive that license with that classification.
3. Such conduct as set forth in the Findings of Fact Section constitutes a violation Section 4729.553(C) of the ORC: To be eligible to receive a license as a category III terminal distributor of dangerous drugs with an office-based opioid treatment classification, an applicant shall submit evidence satisfactory to the Board that the applicant's

office-based opioid treatment will be operated in accordance with the requirements specified in division (D) of this section and that the applicants meets any other applicable requirements of this chapter.

4. Such conduct as set forth in Findings of Fact Section constitutes a violation of the following sections of Rule 4729:5-2-01 of the OAC, effective March 1, 2019, unless otherwise approved by the Board, a terminal distributor shall not have a responsible person who:
 - a. Has been excluded from participation in Medicare or a state health care program, OAC Rule 4729:5-2-01(F)(10); and
 - b. Has been the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction: A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:5-2-01(F)(12)(a).
5. Such conduct as set forth in the Findings of Fact Section constitutes a violation of the following sections of Rule 4729:5-4-01 of the OAC, as effective March 1, 2019:
 - a. Violating any rule of the board, OAC Rule 4729:5-4-01(B)(2); and
 - b. Violating any provision of Chapter 4729. of the Revised Code, OAC Rule 4729:5-4-01(B)(3); and
 - c. Ceasing to satisfy the qualifications of a terminal distributor of dangerous drugs set forth in section 4729.55 of the Revised Code, OAC Rule 4729:5-4-01(B)(7); and
 - d. Exclusion from participation in Medicare or a state health care program, OAC Rule 4729:5-4-01(B)(12); and
 - e. Being the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction: A disciplinary action that resulted in the suspension or revocation of the person's license or registration, OAC Rule 4729:5-4-01(B)(14)(a); and
 - f. Employs a responsible person that does not meet the requirements set forth in rule 4729:5-2-01 of the Administrative Code, OAC Rule 4729:5-4-01(B)(21); and
 - g. Unless otherwise approved by the board, a terminal distributor knowingly employs a person with access to drug stock who:
 - i. Has been excluded from participation in Medicare or a state health care program, OAC Rule 4729:5-4-01(B)(27)(i); and

- ii. Has been the subject of any of the following by the drug enforcement administration or licensing agency of any state or jurisdiction: A disciplinary action that resulted in the suspension, probation, surrender or revocation of the person's license or registration, OAC Rule 4729:5-4-01(B)(27)(k)(i).

DECISION OF THE BOARD

Pursuant to Sections 4729.57 and 4729.553 of the Ohio Revised Code, Rule 4729:5-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson on or about March 4, 2020. The Board Orders:

On the basis of the Findings of Fact and Section (1)(a) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (1)(b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (1)(c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (1)(d) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr.

Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (2) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (3) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (4)(a) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (4)(b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(a) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(b) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application

for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(c) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(d) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(e) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(f) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(g)(i) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

On the basis of the Findings of Fact and Section (5)(g)(ii) of the Conclusions of Law, the State of Ohio Board of Pharmacy hereby permanently denies the Application for Registration as a Terminal Distributor of Dangerous Drugs with Classification as an Office-Based Opioid Treatment Facility, APP-000340487, submitted by Dr. Peter Johnson, effective as of the date of the mailing of this Order.

Peter C. Johnson, MD may never reapply for an office based opioid treatment license as set forth in 4752.553 of the Revised Code.

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

Mr. Wilt moved for Conclusions of Law; Mr. Huston seconded the motion. Motion passed (Yes-5/No-2), with Ms. Buettner and Mr. Goodman voting No.

Mr. Wilt moved for Action of the Board; Ms. Rudell seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

11:47 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 **Stacy Kmentt, Churchville, New York.**

R-2022-0408

Mr. Wilt 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 *President* Miller as follows: Wilt-yes; Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

12:11 p.m.

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

R-2022-0409

After votes were taken in public session, the Board adopted the following order in the Matter of **Stacy Kmentt, Churchville, New York.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2020-0379)

In The Matter Of:

Stacy Kmentt, RPh
24 Redfern Drive
Churchville, NY 14428
(License No. 03-338028)

INTRODUCTION

The Matter of Stacy Kmentt came for hearing on February 7, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, Vice President; Jason George, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; T.J. Grimm, RPh; and Jennifer Rudell, RPh.

Stacy Kmentt was represented by Robert Garrity. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

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

1. None

Respondent's Witnesses:

1. Stacy Kmentt, Petitioner

State's Exhibits:

1. Notice Letter
2. Adjudication Order
3. Scheduling Order

Respondent's Exhibits:

- A. Current PRO Contract and UDS Results
- B. Chemical Dependency Treatment Documentation
- C. 12 Step Meeting Attendance
- D. Resume
- E. Continuing Education Documentation
- F. Letters of Support
- G. Meeting Attendance Sheets – January 2022

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 Stacy Kmentt has substantially complied with the terms set forth in the Board Order of the State of Ohio Board of Pharmacy, Case No. A-2020-0379, dated November 9, 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. 03-338028, held by Stacy Kmentt to practice pharmacy in Ohio subject to a period of probation for five years beginning on the effective date of this Order, and after submission of all applicable license application requirements, with the following conditions:

1. Stacy Kmentt 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. Stacy Kmentt 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 Stacy Kmentt 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 Stacy Kmentt 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. Stacy Kmentt 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. Stacy Kmentt 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 Stacy Kmentt reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Stacy Kmentt 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 Stacy Kmentt reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Stacy Kmentt 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 Stacy Kmentt's progress towards recovery and what Stacy Kmentt 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. Stacy Kmentt must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Stacy Kmentt holds a professional license or applies for a professional license, and all persons who provide Stacy Kmentt chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Stacy Kmentt must meet at least annually with the Board's Probation Committee, the first meeting to be held February 2023. Additional periodic appearances may be requested.
 - b. The State of Ohio Board of Pharmacy hereby declares that Stacy Kmentt'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. Stacy Kmentt 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. Stacy Kmentt may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Stacy Kmentt may not engage in a consult agreement, unless approved by the board.
 - f. Stacy Kmentt may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Stacy Kmentt may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - h. Stacy Kmentt must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Stacy Kmentt must abide by the rules of the State of Ohio Board of Pharmacy.

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

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

Mr. Grimm moved for the Decision of the Board; Ms. Buettner seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

- 12:14 p.m.** The Board recessed for lunch.
- 12:48 p.m.** The Board returned to Public Session and Ms. Southard provided the Licensing Report.
- 12:55 p.m.** Ms. Southard presented a Non-Pharmacy Internship Credit Request from Mehdi Gharghabi – Columbus, Ohio (061000058) to the Board for consideration.
- R-2022-0410** Mr. Huston moved that the Board grant Mehdi Gharghabi a maximum of two hundred (200) internship credit hours to be obtained from research done at The Ohio State University Comprehensive Cancer Center-Department of Biology and Genetics. The motion was seconded Ms. Rudell and approved by the Board: Yes-7, No-0.
- 1:09 p.m.** Ms. Southard presented a NAPLEX Exam Extension Request from Shaimaa Ibrahim – Cincinnati, Ohio (APP-000281642) to the Board for consideration.
- R-2022-0411** Mr. Grimm moved that the Board grant Shaimaa Ibrahim a one (1) year extension. The motion was seconded Mr. Goodman and approved by the Board: Yes-7, No-0.
- 1:13 p.m.** Mr. Garner provided the OARRS Report.
- 1:17 p.m.** Mr. Griffin provided the Compliance and Enforcement Report.
- 1:23 p.m.** Ms. Dehner provided the Legal Report.
- 1:23 p.m.** Mr. McNamee provided the Legislative Report.
- 1:31 p.m.** Mr. McNamee proposed amendments of rules 4729:3-4-01 - Disciplinary Actions, 4729:1-1-01 – Definitions - Pharmacists, 4729:11-1-01-Definitions - Home Medical Equipment, 4729:6-1-01 Definitions - Distributors of Dangerous Drugs; 4729:2-1-01 Definitions - Pharmacy Interns, 4729:5-1-01 - Definitions - Terminal Distributors of Dangerous drugs; and 4729-3-01 - Disqualifying Offenses.
- R-2022-0412** Ms. Rudell moved that the Board amend rules 4729:3-4-01 - Disciplinary Actions, 4729:1-1-01 – Definitions - Pharmacists, 4729:11-1-01-Definitions - Home Medical Equipment, 4729:6-1-01 Definitions - Distributors of Dangerous Drugs; 4729:2-1-01 Definitions - Pharmacy Interns, 4729:5-1-01 - Definitions - Terminal Distributors of Dangerous drugs; and 4729-3-01 - Disqualifying Offenses and file with JCARR. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0.
- 1:35 p.m.** Mr. McNamee presented a resolution titled, *Enforcement of USP 800 and USP 825*, to the Board for consideration.

R-2022-0413

Ms. Rudell moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Enforcement of USP 800 and USP 825

To address operational concerns raised by pharmacies and due to the continued community spread of COVID-19, the Board hereby adopts the following resolution on the enforcement of USP 800 and USP 825 as required by the Ohio Administrative Code:

The Board will be inspecting licensees to the standards set forth in OAC 4729:7-2 and 4729:5-6 beginning February 1, 2022. Board staff will be issuing written warnings to all licensees that are not yet compliant with these standards until August 1, 2022, after which time additional administrative action may occur. In addition to addressing or remediating any other noted violations in the written warning, licensees that are issued written warnings will be required to provide a written corrective action plan in accordance with rule 4729:5-3-03 that details the licensee's efforts to become compliant with these standards by the August 1, 2022, deadline.

Nothing in this resolution shall limit the Board from taking administrative action against a licensee that is engaged in the preparation of hazardous drugs or radiopharmaceuticals in a manner that presents a danger of immediate and serious harm to others.

1:37 p.m.

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

R-2022-0414

Mr. Wilt moved that the Board approve the resolution. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, 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.

National Guard members may also seek registration as pharmacy technician trainees. Guard members shall not be subject to criminal record requirements pursuant to ORC 4729.92 (A)(3).

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

1:40 p.m.

Mr. McNamee presented a resolution titled, *Ohio Department of Health Off-Site Storage Request*, to the Board for consideration.

R-2022-0415

Ms. Rudell moved that the Board approve the resolution. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Ohio Department of Health Off-Site Storage Request

In order to address storage capacity at its existing warehouse and to promote the safe distribution of COVID-19 vaccines, the State of Ohio Board of Pharmacy temporarily authorizes the Ohio Department of Health to store non-controlled dangerous drugs maintained at its Board of Pharmacy-licensed locations at its storage facility at 6480 Adelaide Ct., Groveport, Ohio 43125 (e.g. Adelaide Facility).

In authorizing the temporary storage of dangerous drugs at this location, the Ohio Department of Health shall ensure that the Adelaide Facility complies with all applicable requirements for wholesale distributors set forth in chapter 4729 of the Revised Code and chapters 4729:6-5 and 4729:6-3 of the Ohio Administrative Code.

This authorization shall remain in effect until December 31, 2022, but may be extended by the Board at the request of the Department.

1:42 p.m.

Mr. McNamee presented a resolution titled, *Authorization for Off-Site Storage of Non-Controlled Medications for Research and Teaching Herds Owned and Operated by Ohio State University*, to the Board for consideration.

R-2022-0416

Mr. Huston moved that the Board approve the resolution. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0. The following resolution was adopted by the Board:

Authorization for Off-Site Storage of Non-Controlled Medications for Research and Teaching Herds Owned and Operated by Ohio State University

The Board hereby permits Ohio State University to order non-controlled medications to the following farms owned and operated by the University for the purposes of providing veterinary care for research and teaching herds:

16870 Bond Ridge Rd
Caldwell, Ohio 43724-9502

2433 Carmack Rd
Columbus, Ohio 43210-1097

19 Standpipe Rd
Jackson, Ohio 45640-9268

2108 Plain City Georgesville Rd NE
West Jefferson, Ohio 43162-9705

3671 Kays Rd
Dublin, Ohio 43017-1542

7721 S Charleston Pike
South Charleston, Ohio 45368-7803

The University may order non-controlled medications to off-site farms under licenses issued to the following sites:

- 0278000392 - The Ohio State University Department of Animal Sciences
- 020332300 - Ohio Agricultural Research & Development Center

The licensees listed above must comply with the following:

1. Each farm may only be serviced by one of the terminal distributor of dangerous drugs licenses listed above.

2. Each terminal distributor of dangerous drugs shall maintain records of all drugs shipped to farms on behalf of the terminal distributor. These records shall include: The name, strength, dosage form, and quantity of the dangerous drugs received, the name and address of the seller, the name and address of the recipient, and the date of receipt. An invoice from a drug distributor licensed in accordance with division 4729:6 of the Administrative Code containing the required information may be used to meet this requirement.
3. Drugs may only be ordered to farms upon the authorization of the licensee's responsible person who shall be a licensed Ohio veterinarian.
4. Records of receipt, administration, and disposal shall be maintained at each farm location utilizing a terminal distributor license listed above in accordance with Chapter 4729:5-20 of the Administrative Code.
5. Disposal of drugs shall be conducted in accordance with Chapter 4729:5-20 of the Administrative Code.
6. All records required in accordance with this resolution shall be readily retrievable and maintained for at least three years from the date of entry or receipt.
7. Reasonable efforts shall be made at each farm location to store the drugs at temperatures and conditions which will ensure the integrity of the drugs prior to their use as stipulated by the USP/NF and/or the manufacturer's or distributor's labeling.
8. Drugs maintained pursuant to this resolution are subject to inspection by a Board of Pharmacy Agent and shall be subject to all theft or significant loss reporting in accordance with rule 4729:5-3-02 of the Administrative Code.
9. The responsible person on the terminal distributor of dangerous drugs license from which the drugs are ordered for drop shipment shall:
 - i) Be responsible for compliance with the requirements of this resolution.
 - ii) Implement policies and procedures to ensure drugs drop shipped to farms are utilized appropriately and to deter and detect the diversion of drugs.
10. Nothing in this resolution permits the drop shipment of controlled substances to farms owned and operated by the Ohio State University.

11. Failure to comply with the requirements of this resolution may result in administrative discipline for a terminal distributor of dangerous drugs.

Additional farm sites may be added to this authorization upon approval by the Board's Executive Director or the Director's designee.

A drug distributor licensed in accordance with section 4729.52 of the Revised Code shall not be subject to disciplinary action for shipping non-controlled drugs ordered to farms owned and operated by Ohio State if done so under the licenses listed in this resolution.

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

1:49 p.m.

Ms. Wai provided an update on the iPLEDGE REMS Program.

1:54 p.m.

Ms. Wai provided an update on the NABP DSCSA Pilot Project.

2:03 p.m.

Ms. Wai presented a reference guide titled, *Quick Reference Guide: Support Personnel Responsibilities*, to the Board for consideration.

R-2022-0417

Mr. Grimm moved that the Board approve the reference guide. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0. The following reference guide was adopted by the Board:

Quick Reference Guide: Support Personnel Responsibilities

Updated 11/6/2020

Pursuant to OAC 4729:3-1-01 (Z) and a Board resolution, support personnel include any of the following:

- (1) An individual employed or performing contracted services at a location licensed as a terminal distributor of dangerous drugs, trained to perform clerical duties associated with the practice of pharmacy, including pricing, cashiering, drug purchasing, delivering, scheduling deliveries, answering non-professional telephone inquiries, transportation of dispensed medications within a hospital, documenting and processing third-party billing information for reimbursement, or any other activity as determined by the board.

- (2) An individual contracted by a terminal distributor of dangerous drugs to perform drug inventories.

(3) Except for those responsible for the delivery of dangerous drugs, support personnel shall not have unsupervised access to dangerous drugs.

(4) Support personnel shall not perform the tasks of a pharmacist, pharmacy intern, certified pharmacy technician, registered pharmacy technician, or pharmacy technician trainee.

(5) Support personnel may have access to or retrieve information from patient records, including a database or patient profile to perform clerical duties associated with the practice of pharmacy. Support personnel shall not enter prescription information into a patient profile.

(6) Support personnel may perform the following:

(a) Transporting dangerous drugs from a loading dock, warehouse or other area that receives shipments from a licensed wholesaler or other person licensed in accordance with section 4729.52 of the Revised Code; and

(b) Stocking and retrieving from inventory non-controlled dangerous drugs that are not dispensed by the pharmacy.

(7) The terminal distributor of dangerous drugs shall be responsible for ensuring all support personnel comply with state and federal requirements to ensure the confidentiality of patient health records.

(8) Stocking of automated drug dispensing units and floor stock with intravenous fluids that are non-controlled dangerous drugs and are not dispensed by an institutional pharmacy.*

(9) Overwrapping/placing in plastic dangerous drugs that have been compounded or dispensed (i.e. appropriately labeled) by a terminal distributor of dangerous drugs.*

(10) Entering demographic and insurance information into a patient's profile.*

*Additional responsibilities added via Board resolution.

2:09 p.m.

Ms. Wai presented a reference guide titled, *Authorization for Support Personnel to Package Shipping Containers and to Package Medications for Delivery or Sale*, to the Board for consideration. The discussion was tabled.

2:09 p.m.

Ms. Wai presented a reference guide titled, *Authorization for Support Personnel to Provide Other Services in a Pharmacy*, to the Board for consideration. The discussion was tabled.

R-2022-0418

Mr. Wilt moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Ms. Rudell and a roll-call vote was conducted by *President Miller* as follows: Wilt-yes; Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

4:05 p.m.

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

Tuesday, February 8, 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:

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

Steven Schierholt, *Executive Director*; Nicole Dehner, *Chief Legal Counsel*; Ashley Gilbert, *Senior Legal Counsel*; Joseph Koltak, *Senior Legal Counsel*; Michelle Bohan, *Associate Legal Counsel*; and Kathryn Lewis, *Legal Administrator*.

9:00 a.m.

The Board was joined by Assistant Attorney General Henry Appel to conduct an Oral Address, in the Matter of **Dane Joseph Allard, RPh, Hillsboro, Ohio.**

R-2022-0419

After votes were taken in public session, the Board adopted the following order in the Matter of **Dane Joseph Allard, RPh, Hillsboro, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Numbers A-2021-0024 & A-2021-0152)

In The Matter Of:

Dane Joseph Allard, RPh

123 Westover Dr.

Hillsboro, OH 45133

(License No. 03-132101)

INTRODUCTION

On October 19, 2021, Dane Joseph Allard, through counsel, Todd Collis and Heidi Dorn, filed a Motion for an Award of Attorneys' Fees, case numbers A-2021-0024 and A-2021-0152. The Motion was filed in response to Dane Allard's adjudication hearing held before the State of Ohio Board of Pharmacy (Board) on September 13, 2021. The State of Ohio, represented by Henry Appel, Assistant Attorney General, filed an Opposition to Motion for Attorney Fees on November 29, 2021. The Board granted the parties an opportunity to address the Board regarding the October 19, 2021 Motion.

The Oral Address was held on February 8, 2022, before the following members of the Board: Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, *Vice President*; Trina Buettner, RPh; Jason George, RPh; Victor

Goodman, *Public Member*; T.J. Grimm, RPh; Jeff Huston, RPh; and Jennifer Rudell, RPh.

Dane Joseph Allard (not present) was represented by Todd Collis. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

The Board members had an opportunity to review the record of the September 13, 2021 adjudication hearing, the October 19, 2021 Motion, the State of Ohio's response to the Motion, including all attachments, and the record of the April 20, 2021 Summary Suspension call.

DECISION OF THE BOARD

As the Motion for an Award of Attorneys' Fees was filed in case numbers A-2021-0024 and A-2021-0152, and both case numbers were heard concurrently on February 8, 2022, only one Decision is being issued in both Matters. The Decision below is imposed on both case numbers.

Pursuant to Section 119.092(B)(2) of the Ohio Revised Code (ORC), the State Board of Pharmacy hereby denies Dane Allard's October 19, 2021 request for attorney's fees, on the following grounds:

The Board's position in initiating the matters in controversy was substantially justified at the time the charges were issued. The April 20, 2021 Summary Suspension call (Opposition to Motion For Attorney Fees, Exhibit F, as detailed in the Summary Suspension call transcript), outlines the Board's investigation leading up to the issuance of charges and includes the relevant information the Board had in its possession at the time the charges were issued in case A-2021-0024. The Summary Suspension presentation to the Board, includes more than thirty minutes of investigatory information detailing pharmacy practice issues and substance use/addiction issues of Dane Allard. The call included details of multiple interviews between an agent of the Board and Dane Allard, as well as the agent's conversations with Dane Allard's wife, his prescribing physician, and his former colleagues.

The pharmacy practice issues, set forth in the Allegations Section of Attachment A, the April 21, 2021 Summary Suspension/Notice of Opportunity for Hearing, attached hereto and incorporated as though fully set forth herein, that were identified during the call led one Board member to comment, "I believe we have evidence of addiction from a physician...obviously fake patient profiles, drugs taken to other states all show recklessness toward the practice of pharmacy." (Exhibit F at 31:46, as detailed in the Summary Suspension call transcript on p. 30.) At the time of the call, the Board had evidence to support the charges outlined in the Notice letter, including the allegations relating to the multiple verbal prescriptions supposedly issued by Dane Allard's wife that Dane Allard was filling, and evidence of fictitious patient profiles created by Dane Allard. The State introduced documents supporting these allegations as evidence at hearing. The Summary Suspension based upon Dane Allard's pharmacy practice issues was due to his

reckless dispensing of dangerous drugs. The Board had substantial justification in finding the continuation of Dane Allard's professional practice and method of distributing and dispensing controlled substances or other dangerous drugs, presented a danger of immediate and serious harm to others, pursuant to ORC Section 3719.121(B).

Additionally, the Board was substantially justified in believing that Dane Allard was addicted to the use of controlled substances at the time the charges were initiated. During the Summary Suspension call, drug test results for Dane Allard were presented. Dane Allard tested positive for both amphetamine and hydrocodone on November 13, 2020, despite not having a prescription for either. Dane Allard's last active prescription for hydrocodone was in 2016. (Exhibit F at 22:09, as detailed on page 21-22 of the Summary Suspension call transcript.) During the call, the Board was notified that Dane Allard was under a pain management contract with his doctor. The Board's agent had a letter Dane Allard's doctor addressed to Dane Allard which stated "Your drug test shows strong evidence of drug abuse. I recommend that you call Recovery..." (State Ex. 30.) The Board was also notified Dane Allard filled a prescription for 90 oxycodone-acetaminophen tablets for himself while he was on medical leave, after the pharmacy was closed. (Exhibit F at 14:15, as detailed in the Summary Suspension call transcript on p. 15.)

Further, at the September 13, 2021 adjudication hearing, Dane Allard stipulated to all but four of the allegations in the Notice letter, and the Board found the State proved all but two of the allegations that were the basis for the charges. Additionally, while the Board did not find the facts supported the substance use/impairment conclusions of law, (6)(b) and (7)(b) in the Notice letter, the Board did find the substance use allegations presented on the Summary Suspension call and included in the Notice letter, Allegations (3), (4), and (9), to be fact.

Accordingly, pursuant to ORC Section 119.092(B)(2)(a), the agency has sustained its burden of proof that its position in initiating the matter in controversy was substantially justified and the Motion shall be denied. However, the Board will review the additional statutory requirements, which may serve as alternative grounds for denial.

Dane Allard is not a "prevailing party" as contemplated by ORC Section 119.092(A)(2). Allard did 'prevail' on the violations of law specific to addiction, (6)(b) and (7)(b), in the Notice letter. However, the charges he was found to have committed, inclusive of those to which he stipulated in both Notice letters, in total, were so egregious –the pharmacy practice violations led this Board to conclude that Dane Allard did not 'prevail' in this matter, as evidenced by the Board's ultimate discipline imposed at the adjudication hearing. Further, the Board rejects the assertion that addiction is the more serious charge in this case. There were numerous practice violations, which were described by the Board as "reckless." The practice violations, including an error in dispensing, were significant, and in at least one case resulted in a patient being hospitalized.

Finally, Dane Allard's Motion did not comply with the statutory requirements of ORC 119.092(B), because the Motion did not itemize all fees sought in the requested award, as required by ORC Section 119.092(B)(1)(e).

As it is not dispositive to the denial of the Motion due to the reasons outlined above, the Board need not determine whether Allard was an "Eligible party" based on his net worth.

As described above, the analysis for Case no. A-2021-0152 is straight forward- there was no summary suspension issued on this case number and the Board found that the State proved all of the allegations in the Notice letter, thus Dane Allard was not a "prevailing party" in the matter in controversy as he did not prevail on any of the allegations. Further, this matter is final as the time for appeal has passed.

Mr. Wilt moved for Action of the Board; Ms. Buettner seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

9:41 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 **Darrel Dunker, RPh, Cincinnati, Ohio.**

R-2022-0420

Mr. Wilt 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 *President* Miller as follows: Wilt-yes; Buettner-yes; George-yes; Goodman-yes; Grimm-yes; Huston-yes; and Rudell-yes.

10:41 a.m.

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

R-2022-0421

After votes were taken in public session, the Board adopted the following order in the Matter of **Darrel Dunker, RPh, Cincinnati, Ohio.**

ORDER OF THE STATE BOARD OF PHARMACY

(Case Number A-2021-0339)

In The Matter Of:

Darrel Dunker, RPh
7770 Foxtrail Lane

Cincinnati, Ohio 45255
(SUSPENDED License No. 03-118892)

INTRODUCTION

The Matter of Darrel Dunker came for hearing on Tuesday, February 8, 2022, before the following members of the State of Ohio Board of Pharmacy (Board): Rich Miller, RPh, *Presiding*; Shawn Wilt, RPh, *Vice President*; Jason George, RPh; Trina Buettner, RPh; Victor Goodman, *Public Member*; Jeff Huston, RPh; T.J. Grimm, RPh; and Jennifer Rudell, RPh.

Darrel Dunker was represented by Zachary Swisher. The State of Ohio was represented by Henry Appel, Assistant Attorney General.

SUMMARY OF EVIDENCE

State's Witnesses:

1. Darrel Dunker – Respondent

Respondent's Witnesses:

1. Darrel Dunker

State's Exhibits:

1. Notice Letter
2. Request for Hearing
3. Scheduling Order
4. Statement of Respondent (to Board Agent)
5. Statement of Respondent (to CVS)
6. Statement of Alexander Smith
7. Statement of Christopher Spitzer

Respondent's Exhibits:

- A. Dunker PRO Treatment Contract
- B. PRO Participant Summary Report
- C. PRO Meeting Summary
- D. AA Meeting Record of Attendance
- E. Letter of Support-McClure RPh
- F. Letter of Support – Perrmann RPh
- G. Letter of Support-Temming
- H. Springstone Multidisciplinary Treatment Plan
- I. Lett of Support-Dotson

- J. Letter from Andy Pierron-Executive Director of Ohio Pharmacist Rehabilitation Organization
- K. Dunker Aftercare Treatment Record
- L. AA Meeting Report Dates 9/27/2021-10/27/2021

FINDINGS OF FACT

The parties stipulated to – and the Board hereby adopts as fact – the Allegations as set forth in the Summary Suspension/Notice of Opportunity for Hearing dated August 13, 2021, case number A-2021-0339, 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 June 25, 2021, Darrel Dunker arrived at CVS Pharmacy, located at Beechmont Avenue, Cincinnati, Ohio, to work his scheduled shift as a pharmacist. A CVS pharmacist observed that Darrel Dunker appeared impaired. The District Leader was called to the store and confirmed Darrel Dunker was impaired. Darrel Dunker was relieved of his duties for the day and sent home with a neighbor. A CVS pharmacist and the District Leader observed the following actions, indicating Darrel Dunker was impaired:
 - a. Video revealed Darrel Dunker stumbled as he entered the pharmacy.
 - b. Darrel Dunker attempted to access CVS's data entry software approximately 12 times, but he could not successfully enter his credentials.
 - c. Darrel Dunker's eyes appeared more dilated than usual.
 - d. Darrel Dunker slurred his words, struggled to use his cell phone, and had glassy eyes.
2. On or about June 28, 2021, Darrel Dunker spoke with staff at CVS Pharmacy. Darrel Dunker admitted:
 - a. He consumed alcohol before reporting to work on June 25, 2021. He added that he may have a problem.
 - b. He does not know how much he had to drink.
 - c. He does not remember reporting to work, nor does he remember meeting with the CVS District Leader.
3. On or about June 30, 2021, Darrel Dunker was terminated by CVS Pharmacy, due to his actions on June 25, 2021.
4. On or about August 6, 2021, Darrel Dunker was interviewed by an agent of the Board. Darrel Dunker admitted:
 - a. He is in treatment.

- b. He stated, he started "spinning out of control when they put me in Georgetown. They put me somewhere where I didn't want to be. The man I was working for was an awful awful tyrant and I just spun out of control."
5. On or about August 9, 2021, Darrel Dunker was interviewed by agents of the Board. Darrel Dunker admitted:
 - a. He drove to work on June 25, 2021, while under the influence of alcohol.
 - b. Around 12:00 p.m., he consumed three mixed drinks. Each drink contained tonic and approximately four ounces of vodka.
 - c. He received text messages from CVS stating they covered his shift and he did not need to report to work, but he reported to work anyway.
 - d. He has no recollection of being inside the pharmacy on June 25th.
 - e. He is addicted to alcohol and he is seeking treatment for his addiction.

CONCLUSIONS OF LAW

The parties stipulated to – and the Board hereby adopts as conclusions of law – the Violations of Law as set forth in the Summary Suspension/Notice of Opportunity for Hearing dated August 13, 2021, case number A-2021-0339, reiterated herein and set forth below.

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, each violation constituting a minor misdemeanor:
 - a. Engaged in dishonesty or unprofessional conduct in the practice of pharmacy, ORC 4729.16 Section (A)(2)(b); and
 - b. Is addicted to or abusing alcohol or drugs or is impaired physically or mentally to such a degree as to render the pharmacist unfit to practice pharmacy, ORC Section 4729.16(A)(2)(c); and
 - c. Violated, conspired to violate, attempted to violate, or aided and abetted the violation of any of the provisions of this chapter 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).

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. 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 Darrel Dunker on August 13, 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. 03-118892, held by Darrel Dunker, and such suspension is effective as of the date of the mailing of this Order.

Darrel Dunker 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 **one year** from the effective date of this Order, the Board will consider any petition filed by Darrel Dunker 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. Darrel Dunker must maintain a current address with the Board throughout the duration of the suspension.
2. Darrel Dunker 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. Darrel Dunker 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 Darrel Dunker 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 Darrel Dunker 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. Darrel Dunker must meet the daily check-in requirements of the testing center or check-in requirements as otherwise proscribed by the treatment monitor.
 - g. 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.
 - h. 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.
 - i. The program shall immediately report to the Board any violations of the contract and/or lack of cooperation.
3. Darrel Dunker 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 Darrel Dunker reappear before the Board for possible additional sanctions, including and up to revocation of license.

4. Darrel Dunker 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 Darrel Dunker reappear before the Board for possible additional sanctions, including and up to revocation of license.
5. Darrel Dunker 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 Darrel Dunker to possible additional sanctions, including and up to revocation of license.
6. Darrel Dunker must demonstrate satisfactory proof to the Board that he is no longer addicted to or abusing liquor or drugs or impaired physically or mentally to such a degree as to render her unfit to practice pharmacy.
7. Darrel Dunker 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 4729:1-5-02 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 the summary suspension, Darrel Dunker 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. Darrel Dunker 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, Darrel Dunker must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
11. Darrel Dunker 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 Darrel Dunker's 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 Darrel Dunker is not in compliance with all terms of suspension shall toll the length of time of suspension during which Darrel Dunker 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 Darrel Dunker's employment is related to the practice of pharmacy, Darrel Dunker must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Darrel Dunker holds a professional license or applies for a professional license, all persons who provide Darrel Dunker chemical dependency treatment monitoring, and law enforcement and court personnel if Darrel Dunker 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 Darrel Dunker's license.

Further, the Board hereby grants the parties' Motion to Redact the Record in this matter including, but not limited to, all confidential patient health information contained in the record, specifically Respondent's Exhibit B.

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

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

Ms. Buettner moved for Action of the Board; Mr. Grimm seconded the motion. Motion passed (Yes-7/No-0).

SO ORDERED.

- 10:44 a.m.** Ms. Marten-Moore provided the Medical Marijuana Program Update.
- 10:48 a.m.** Ms. Wai presented the revised reference guide titled, *Authorization for Support Personnel to Package Shipping Containers and to Package Medications for Delivery or Sale*, to the Board for consideration. The discussion was tabled.
- 10:48 a.m.** Ms. Wai presented the revised reference guide titled, *Authorization for Support Personnel to Provide Other Services in a Pharmacy*, to the Board for consideration. The discussion was tabled.
- R-2022-0422** Mr. Wilt moved that the Board go into Executive Session to consider the investigation of charges or complaints against a licensee, confer with Board counsel regarding a pending or imminent court action and to discuss matters required to be confidential by law pursuant to Section 121.22(G)(1), (3) & (5) of the Ohio Revised. The motion was seconded by Mr. Goodman 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.
- 12:48 p.m.** Ms. Wai presented the revised reference guide titled, *Authorization for Support Personnel to Provide Other Services in a Pharmacy*, to the Board for consideration.
- R-2022-0423** Ms. Rudell moved that the Board approve the reference guide, as amended. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0. The following reference guide was adopted by the

Board:

**Authorization for Support Personnel to Provide Other Services
in a Pharmacy**

02/08/2022

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 support personnel for other services in the pharmacy.

Support personnel, as defined in OAC 4729:3-1-01 (Z), may conduct the following activities in a pharmacy under direct supervision of a licensed pharmacist:

- 1) Sorting and unpacking of non-controlled substance dangerous drugs for stocking.
- 2) Stocking non-controlled substance dangerous drugs.
- 3) Processing inventory returns of non-controlled substance dangerous drugs that have not been dispensed by a pharmacist.
- 4) Segregating and sorting drugs that will be returned to stock. Support personnel shall not be permitted to add a new label or modify an existing label.
- 5) Conducting non-controlled substance dangerous drug inventory, including drug inventory counts.

The terminal distributor of dangerous drugs shall be responsible for ensuring all support personnel are trained appropriately and comply with state and federal requirements on patient confidentiality.

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

12:48 p.m.

Ms. Wai presented the revised reference guide titled, *Authorization for Support Personnel to Package Shipping Containers and to Package Medications for Delivery or Sale*, to the Board for consideration.

R-2022-0424

Ms. Rudell moved that the Board approve the reference guide, as amended. The motion was seconded by Mr. Grimm and approved by the Board: Yes-7, No-0. The following reference guide was adopted by the Board:

Authorization for Support Personnel to Package Shipping Containers and to Package Medications for Delivery or Sale

02/08/2022

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 support personnel for packaging shipping containers and to package medications for delivery or sale.

Support personnel, as defined in OAC 4729:3-1-01 (Z), may place medication dispensed by a pharmacist (i.e. verified by the pharmacist) into shipping containers or packaging for delivery or sale if all the following are met:

- 1) The support personnel uses barcode scanning of the drug product and patient prescription/order information to ensure accuracy of the drugs placed into shipping containers or packaging at the point of sale. The system must be capable of alerting pharmacy personnel if an incorrect drug product is scanned.
- 2) The pharmacy must develop and implement a quality assurance program to track the accuracy of the support personnel packaging the dangerous drugs.

The terminal distributor of dangerous drugs shall be responsible for ensuring all support personnel comply with state and federal requirements on patient confidentiality.

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

R-2022-0425

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Registered Pharmacy Technician **Ce'Aira Henderson, Canton, Ohio**, Ms. Rudell moved that the Board summarily suspend the Registered Pharmacy Technician license belonging to **Ce'Aira Henderson, Canton, Ohio**. The motion was seconded by Ms. Buettner and approved by the Board: Yes-7, No-0.

R-2022-0426

Ms. Buettner moved that the January 10-12, 2022, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

R-2022-0427

Ms. Buettner moved that the January 10, 2022, Probation Meeting Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

R-2022-0428

Ms. Buettner moved that the February 2, 2022, Conference Call Minutes be approved as written. The motion was seconded by Mr. Huston and approved by the Board: Yes-7, No-0.

R-2022-0429

Mr. Miller announced the dismissal of the Notice of Opportunity for Hearing issued on April 12, 2021, in the matter of **Ghiath Alkhayri, Lewis Center, Ohio.**

R-2022-0430

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

**IN THE MATTER OF:
CASE No. A-2020-0273
I-2019-1542**

McKesson Medical-Surgical, Inc.

License No. 01-0828350

Steven Robenolt, Responsible Person

Attn: Regulatory Affairs

6651 Gate Parkway

Jacksonville, FL 32256

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and McKesson Medical-Surgical, Inc. for the purpose of resolving all issues between the parties relating to the Board investigation of sales of dangerous drugs while operating without a Board-issued license. Together, the Board and McKesson Medical-Surgical, Inc. are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.56 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Section 4729.52 of the Ohio Revised Code.
2. McKesson Medical-Surgical, Inc. is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-0828350, which lists Steven Robenolt, as the Responsible Person.

FACTS

1. The Board initiated an investigation of McKesson Medical-Surgical, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-

0828350, related to McKesson Medical-Surgical, Inc.'s illegal sales of dangerous drugs without obtaining a Board-issued license.

2. On or about December 21, 2021, the Board sent a Notice of Opportunity for Hearing to McKesson Medical-Surgical, 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. McKesson Medical-Surgical, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. McKesson Medical-Surgical, Inc. agrees to pay to the Board a monetary penalty in the amount of \$500.00. 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. McKesson Medical-Surgical, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
5. McKesson Medical-Surgical, Inc. agrees to comply with all federal and state requirements related to Wholesale Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by McKesson Medical-Surgical, 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 McKesson Medical-Surgical, Inc. by the Board

and will NOT discharge McKesson Medical-Surgical, Inc. from any obligation under the terms of this Agreement.

6. McKesson Medical-Surgical, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. McKesson Medical-Surgical, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
8. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom McKesson Medical-Surgical, Inc. will operate.
9. McKesson Medical-Surgical, Inc. waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0431

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

**IN THE MATTER OF:
CASE NOS. A-2019-0184/I-2018-1325
A-2019-0211/I-2017-2578
A-2021-0345/I-2018-1185
A-2021-0344/I-2020-1569**

**Paul Jirles, RPh
License No. 03-217939
P.O. Box 21
180 Main Street
Lore City, OH 43755**

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 Jirles, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of a violation of a Board settlement agreement and errors in dispensing. Together, the Board and Paul Jirles 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 Jirles is a licensed pharmacist in the state of Ohio under license number 03-217939.

FACTS

1. The Board initiated an investigation of Paul Jirles, pharmacist license number 03-217939, related to a violation of a Board settlement agreement and errors in dispensing.
2. On or about November 23, 2021, the Board sent a Notice of Opportunity for Hearing to Paul Jirles, 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 Jirles neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated November 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Paul Jirles agrees to pay to the Board a total monetary penalty in the amount of \$1,400.00 (*\$150.00 for Case No. A-2019-0184; \$500.00 for Case No. A-2019-0211; \$250.00 for Case No. A-2021-0345; \$500.00 for Case No A-2021-0344*). This fine will be attached to Paul Jirles'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. Paul Jirles must obtain twelve hours of approved continuing pharmacy education (1.2 CEUs) which may not also be used for license renewal. The 1.2 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. The Board hereby imposes a written reprimand on Paul Jirles's pharmacist license, number 03-217939.
6. Paul Jirles agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Paul Jirles understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Paul Jirles 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.
9. Paul Jirles waives 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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0432

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

**IN THE MATTER OF:
CASE NO. A-2020-0780**

Abel Ngoh, RPh
License No. 03-325292
1249 Greystone Circle
Dayton, Ohio 45414

**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 Abel Ngoh, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of an error in dispensing. Together, the Board and Abel Ngoh 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. Abel Ngoh is a licensed pharmacist in the state of Ohio under license number 03-325292.

FACTS

1. The Board initiated an investigation of Abel Ngoh, pharmacist license number 03-325292, related to an error in dispensing.
2. On or about July 30, 2021, the Board sent a Notice of Opportunity for Hearing to Abel Ngoh, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about August 19, 2021, Abel Ngoh, through counsel Levi Tkach, 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. Abel Ngoh 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. The Board finds the representations made by Abel Ngoh to agents of the Board on September 29, 2020, regarding the July 20, 2020 error in dispensing, not to be credible.
4. Abel Ngoh agrees to pay to the Board a monetary penalty in the amount of \$1,000. This fine will be attached to Abel Ngoh'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.
5. Abel Ngoh 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.
6. Abel Ngoh agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Abel Ngoh understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Abel Ngoh 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.
9. Abel Ngoh 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.
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-2022-0433

Mr. Miller 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 fine 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-2022-0434

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

**IN THE MATTER OF:
CASE NO. A-2021-0545**

Ryan Ford, RPh
SUSPENDED License No. 03-131927 1312 High Street
Washington Court House, OH 43160

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Ryan Ford, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of providing Center for Disease Control (CDC) COVID-19 Vaccination Record Cards to individuals without administering the COVID-19 vaccination. Together, the Board and Ryan Ford 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code (ORC) to practice pharmacy as a pharmacist in the state of Ohio.
2. Ryan Ford is a licensed pharmacist in the state of Ohio under suspended license number 03-131927.

FACTS

1. The Board initiated an investigation of Ryan Ford, pharmacist license number 03-131927, related to providing Center for Disease Control (CDC) COVID-19 Vaccination Record Cards to individuals without administering the COVID-19 vaccination.
2. On or about December 9, 2021, the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Ryan Ford, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about December 28, 2021, Ryan Ford timely requested an administrative hearing, which was subsequently scheduled for June 6, 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 proceedings.

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Ryan Ford neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for hearing letter dated December 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. Ryan Ford agrees his Ohio pharmacist license, license number 03-131927, shall remain suspended pursuant to Section 4729.16 of the Ohio Revised Code, for three months from the effective date of the original Summary Suspension dated December 9, 2021. During the period of suspension, the following conditions apply:
 - a. Pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, Ryan Ford 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.
 - b. 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 Agreement resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
 - c. Ryan Ford 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 Ryan Ford to possible additional sanctions, including and up to revocation of license.
 - d. At the conclusion of the three-month suspension, the Board will reinstate the pharmacist license of Ryan Ford, so long as the Terms of this Agreement have been complied with throughout the duration of the suspension, and all necessary licensing documents have been properly submitted.
4. Ryan Ford agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to Ryan Ford's license record and must be paid prior to reinstatement of Ryan Ford's pharmacist license. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.

5. Ryan Ford must obtain six hours of approved continuing pharmacy education (0.6 CEUs) in the topic of Ethics which may not also be used for license renewal. The 0.6 CEUs must be completed prior to reinstatement of Ryan Ford's pharmacist license. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. The Board hereby imposes a written reprimand on Ryan Ford's pharmacist license, number 03-131927.
7. Ryan Ford agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Ryan Ford understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Ryan Ford 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.
10. Ryan Ford 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.
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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0435

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

**IN THE MATTER OF:
Case No. A-2021-0308
501-4813**

**ALIXARX-PA
License No. 02-2446400**
c/o Jacob Sebastiao, RPh, Responsible Person
6400 Pinecrest Drive, Suite 200
Plano, TX 75024

**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 ALIXARX-PA for the purpose of resolving all issues between the parties relating to the Board investigation of employees performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. Together, the Board and ALIXARX-PA 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. ALIXARX-PA has an active TDDD license with the Board under license number 02-2446400, which lists Jacob Sebastiao, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of ALIXARX-PA, TDDD license number 02-2446400, related to employees performing duties of a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board.
2. On or about December 22, 2021, the Board sent a Notice of Opportunity for Hearing to ALIXARX-PA, 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. ALIXARX-PA neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 22, 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. ALIXARX-PA agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to ALIXARX-PA's 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. ALIXARX-PA 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. ALIXARX-PA 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 ALIXARX-PA 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 ALIXARX-PA by the Board and will NOT discharge ALIXARX-PA from any obligation under the terms of this Agreement.
6. ALIXARX-PA agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. ALIXARX-PA 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 ALIXARX-PA will operate.
9. ALIXARX-PA waives its opportunity to be heard pursuant to Chapter 119, of the Ohio Revised Code and waives any right to appeal.

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

R-2022-0436

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

**IN THE MATTER OF:
CASE NO. A-2021-0299**

**Cova OBGYN, LLC
License No. 02-2498550**
c/o Dr. Jennifer Cova
896 S. Main Street
Centerville, Ohio 45458

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Cova OBGYN, LLC for the purpose of resolving all issues between the parties relating to the Board investigation of improper prescribing and related medical board discipline and criminal case. Together, the Board and Cova OBGYN, LLC are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Cova OBGYN, LLC is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2498550.

FACTS

1. The Board initiated an investigation of Cova OBGYN, LLC, Terminal Distributor of Dangerous Drugs license number 02-2498550, related

to Cova OBGYN, LLC's improper prescribing and related medical board discipline and criminal case.

2. On or about November 23, 2021, the Board sent a Notice of Opportunity for Hearing to Cova OBGYN, LLC, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.

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

TERMS

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

1. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
2. Cova OBGYN, LLC neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 23, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Cova OBGYN, LLC agrees to pay to the Board a monetary penalty the amount of \$1,500.00. This fine will be attached to your license record and must be paid no later than 30 days from the effective date of this Order. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Cova OBGYN, LLC's TDDD license, number 02-2498550.
5. The Board agrees that Cova OBGYN, LLC may continue to employ Dr. Jennifer Cova and she may continue to serve as its Responsible Person.
6. Cova OBGYN, LLC agrees its Responsible Person, Dr. Jennifer Cova will attend a Board-sponsored Responsible Person Roundtable within one year from the date of this Agreement. Proof of attendance/completion must be submitted to legal@pharmacy.ohio.gov.
7. Cova OBGYN, LLC agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.

8. Cova OBGYN, LLC agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Cova OBGYN, LLC of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Cova OBGYN, LLC by the Board and will NOT discharge Cova OBGYN, LLC from any obligation under the terms of this Agreement.
 9. Cova OBGYN, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
 10. Cova OBGYN, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
 11. 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 Cova OBGYN, LLC will operate.
 12. Cova OBGYN, LLC waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
 13. 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.
 14. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 15. 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.
 16. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
 17. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0437

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

**IN THE MATTER OF:
CASE NO. A-2020-0098**

Bradley Fields
License No. MME.05200103
7688 Heatherstone Drive
Athens, Ohio 45701

**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 Bradley Fields for the purpose of resolving all issues between the parties relating to the Board investigation in Case No. A-2020-0098 for conduct Bradley Fields engaged in while employed as a medical marijuana key employee at the Buckeye Botanicals medical marijuana dispensary. Together, the Board and Bradley Fields are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 3796.14 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, suspend without prior hearing, revoke, or refuse to renew a license or registration it issued under Chapter 3796. of the Revised Code.
2. Bradley Fields is a licensed medical marijuana key employee issued license number MME.05200103.

FACTS

1. On or about October 2, 2019, the Board initiated an investigation of Bradley Fields related to conduct Bradley Fields engaged in while employed as a medical marijuana key employee at the Buckeye Botanicals medical marijuana dispensary, located at 3 Acy Avenue, Jackson, Ohio 45640.
2. On or about September 17, 2021, the Board issued a Summary Suspension/Notice of Opportunity for Hearing to Bradley Fields, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.

3. On or about September 20, 2021, Bradley Fields timely requested an administrative hearing, which was subsequently scheduled for February 9, 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 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. Bradley Fields neither admits nor denies the allegations stated in the Summary Suspension/Notice of Opportunity for Hearing (Notice) letter dated September 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio law as set forth in the Notice, and hereby adjudicates the same.
3. **BRADLEY FIELDS PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE STATE OF OHIO BOARD OF PHARMACY HIS MEDICAL MARIJUANA KEY EMPLOYEE LICENSE, LICENSE NUMBER MME.05200103, WITH DISCIPLINE PENDING.**
4. **Bradley Fields may never reapply for any license or registration as set forth in Chapter 3796. of the Revised Code, with the exception of a lawfully issued medical marijuana patient registration should Bradley Fields receive a recommendation to use medical marijuana pursuant to Chapter 3796. of the Revised Code.**
5. Bradley Fields agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Bradley Fields understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Bradley Fields 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. Bradley Fields waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws

her request for a hearing in this matter and waives any right to an appeal.

9. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
11. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
12. This Agreement shall become effective upon the date of the Board President's signature below.
13. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

R-2022-0438

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

**IN THE MATTER OF:
Case No. A-2021-0218**

Bradley Fields
Application No. 000460971
30860 North Court
North Olmstead, OH 44070

**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 Bradley Fields, for the purpose of resolving all issues between the parties involving an investigation into conduct Bradley Fields engaged in while employed as a medical marijuana key employee at the Buckeye Botanicals medical marijuana dispensary and non-disclosure of the investigation in an application to become licensed as a pharmacist in the State of Ohio. Together, the Board and Bradley Fields 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. On or about May 4, 2021, Bradley Fields applied for a pharmacist license in the State of Ohio under Application No. APP-000460971.

FACTS

1. On or about November 15, 2019, a Board agent interviewed Bradley Fields involving an investigation into conduct Bradley Fields engaged in while employed as a medical marijuana key employee at the Buckeye Botanicals medical marijuana dispensary, located at 3 Acy Avenue, Jackson, Ohio 45640. See *In the Matter of: Bradley Fields*, Case No. A-2020-0098.
2. On or about May 4, 2021, Bradley Fields applied for a pharmacist license in the State of Ohio. Bradley Fields answered "No" to the following question: "Have you ever been the subject of, or are there allegations pending for, disciplinary action by any state or federal agency; even if subsequently dismissed or resolved without formal discipline?"
3. On or about September 17, 2021, the Board sent a Notice of Opportunity for Hearing to Bradley Fields, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
4. On or about September 20, 2021, Bradley Fields timely requested an administrative hearing, which was subsequently scheduled for February 9, 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. Bradley Fields neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated September 17, 2021; however, the Board has evidence sufficient to sustain the

allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. Upon providing all necessary materials required for completion of the application process, the Board agrees to grant Bradley Fields' request to take the North American Pharmacist Licensure Exam (NAPLEX) and Multistate Pharmacy Jurisprudence Exam (MPJE).
4. Upon proof of successfully passing the NAPLEX and MPJE in accordance with Ohio Adm.Code 4729:1-2-01, the Board will grant Bradley Fields a pharmacist license.
5. From the date the Board issues Bradley Fields a pharmacist license, Bradley Fields will be placed on probation for a period of two years. During the probationary period, the following terms and conditions apply:
 - a. Bradley Fields may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - b. The State of Ohio Board of Pharmacy hereby declares that Bradley Fields'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. Bradley Fields may not engage in a consult agreement, unless approved by the board.
 - d. Bradley Fields may not destroy, assist in, or witness the destruction of controlled substances.
 - e. Bradley Fields must report to the Board's probation committee upon request during the term of probation.
6. Bradley Fields agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Bradley Fields understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Bradley Fields agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Bradley Fields waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and specifically withdraws

his request for a hearing in this matter and waives any right to an appeal.

10. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
11. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. This Agreement shall become effective upon the date of the Board President's signature below.
14. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

R-2022-0439

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

**IN THE MATTER OF:
CASE NO. A-2020-0191**

**904 Prospect Pharmacy dba Boca Pharmacy
License No. 02-42000142**

c/o Leah Kang, R.Ph.
904 Prospect Avenue
Bronx, NY 10459-3929

**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 904 Prospect Pharmacy dba Boca Pharmacy ("Boca Pharmacy") for the purpose of resolving all issues between the parties relating to the Board investigation of Boca Pharmacy's submission of an application for licensure with false information. Together, the Board and Boca Pharmacy are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.57 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Boca Pharmacy is a licensed Terminal Distributor of Dangerous Drugs under license number 02-42000142.

FACTS

1. The Board initiated an investigation of Boca Pharmacy, Terminal Distributor of Dangerous Drugs license number 02-42000142, related to Boca Pharmacy's submission of an application for licensure with false information.
2. On or about October 28, 2021 the Board sent a Notice of Opportunity for Hearing to Boca Pharmacy, which outlined the allegations and provided notice of its right to a hearing, its rights in such hearing, and its right to submit contentions in writing.
3. On or about November 9, 2021, Boca Pharmacy, through counsel, timely requested an administrative hearing, which was subsequently scheduled for March 9, 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. Boca Pharmacy 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. Boca Pharmacy agrees to pay to the Board a monetary penalty the amount of \$500.00. 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. The Board hereby imposes a written reprimand on Boca Pharmacy's TDDD license, number 02-42000142.
5. Boca Pharmacy agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Boca Pharmacy agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by Boca Pharmacy of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to Boca Pharmacy by the Board and will NOT discharge Boca Pharmacy from any obligation under the terms of this Agreement.
7. Boca Pharmacy agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Boca Pharmacy 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 Boca Pharmacy will operate.
10. Boca Pharmacy 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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of

competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

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

R-2022-0440

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

**IN THE MATTER OF:
CASE No. A-2021-0570**

Jevic Dunn
License No. 03-440375
639 Camp Creek Road
Lucasville, OH 45648

**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 Jevic Dunn, for the purpose of resolving all issues between the parties relating to the Board investigation of providing Center for Disease Control (CDC) COVID-19 Vaccination Record Cards to individuals without administering the COVID-19 vaccination. Together, the Board and Jevic Dunn 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. Jevic Dunn is an Ohio-licensed pharmacist under license number 03-440375.

FACTS

1. The Board initiated an investigation of Jevic Dunn, pharmacist license number 03-440375, related to Jevic Dunn providing Center for Disease Control (CDC) COVID-19 Vaccination Record Cards to individuals without administering the COVID-19 vaccination.
2. On or about December 16, 2021 the Board sent a Summary Suspension/Notice of Opportunity for Hearing to Jevic Dunn, which outlined the allegations and provided notice of his right to a hearing,

his rights in such hearing, and his right to submit contentions in writing.

3. On or about January 12, 2022, Jevic Dunn timely requested an administrative hearing. An agreement was reached to settle this matter prior to a hearing date being scheduled.

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. Jevic Dunn neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 16, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Jevic Dunn agrees his Ohio pharmacist license, license number 03-440375, shall remain suspended pursuant to Section 4729.16 of the Ohio Revised Code, for three months from the effective date of the original Summary Suspension dated December 16 2021. During the period of suspension, the following conditions apply:
 - a. Pursuant to Rule 4729-9-01(F) of the Ohio Administrative Code, Jevic Dunn 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.
 - b. 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 Agreement resulting in a hearing before the Board and may also result in criminal and/or administrative charges.
 - c. Jevic Dunn 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 Jevic Dunn to possible additional sanctions, including and up to revocation of license.

- d. At the conclusion of the three-month suspension, the Board will reinstate the pharmacist license of Jevic Dunn, so long as the Terms of this Agreement have been complied with throughout the duration of the suspension, and all necessary licensing documents have been properly submitted.
4. Jevic Dunn agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to Jevic Dunn's license record and must be paid prior to reinstatement of Jevic Dunn's pharmacist license. To pay this fine you must login to www.license.ohio.gov and process the items in your cart.
5. Jevic Dunn must obtain six hours of approved continuing pharmacy education (0.6 CEUs) in the topic of ethics, which may not also be used for license renewal. The 0.6 CEUs must be completed prior to reinstatement of Jevic Dunn's pharmacist license. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
6. The Board hereby imposes a written reprimand on Jevic Dunn's pharmacist license, number 03-440375.
7. Jevic Dunn agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Jevic Dunn understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Jevic Dunn 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.
10. Jevic Dunn 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.
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-2022-0441

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

**IN THE MATTER OF:
CASE No. A-2020-0272
I-2019-1542**

**Timeless Aesthetics
License No. 02-2284600**
c/o Timothy McCarren, MD
3260 Westbourne Drive
Cincinnati, OH 45248

**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 Timeless Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of illegal purchases of dangerous drugs while operating without a Board-issued license. Together, the Board and Timeless Aesthetics 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. Timeless Aesthetics is a licensed Terminal Distributor of Dangerous Drugs under license number 02-2284600.

FACTS

1. The Board initiated an investigation of Timeless Aesthetics, Terminal Distributor of Dangerous Drugs license number 02-2284600, related to Timeless Aesthetics's illegal purchase of dangerous drugs while operating without a Board-issued license.
2. On or about December 21, 2021 the Board sent a Notice of Opportunity for Hearing to Timeless Aesthetics, 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. Timeless Aesthetics neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated December 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. Timeless Aesthetics agrees to pay to the Board a monetary penalty the amount of \$250.00. This fine will be attached to your license record and must be paid no later than 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. Timeless Aesthetics 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. Timeless Aesthetics 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 Timeless Aesthetics 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 Timeless Aesthetics by the Board and will NOT discharge Timeless Aesthetics from any obligation under the terms of this Agreement.
6. Timeless Aesthetics agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Timeless Aesthetics 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 Timeless Aesthetics will operate.
9. Timeless Aesthetics 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-2022-0442

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

**IN THE MATTER OF:
CASE NO. A-2020-0031**

Brandon Miller, Int.
License No. 06016471
2957 Durst Clagg Rd. NW
Warren, OH 44481

**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 Brandon Miller for the purpose of resolving all issues between the parties relating to the Board investigation of Brandon Miller engaging in the practice of pharmacy during the time Brandon Miller's pharmacy intern license was lapsed. Together, the Board and Brandon Miller 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 Revoke, suspend, restrict, limit, or refuse to grant or renew a license issued pursuant to Section 4729.11 of the Ohio Revised Code to practice pharmacy as an intern in the State of Ohio.

2. Brandon Miller is a licensed intern in the State of Ohio under intern license number 06-016471.

FACTS

1. The Board initiated an investigation of Brandon Miller's pharmacy intern license, number 06-016471, related to Brandon Miller engaging in the practice of pharmacy during the time Brandon Miller's pharmacy intern license was lapsed.
2. On or about October 14, 2021, the Board sent a Notice of Opportunity for Hearing to Brandon Miller which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about November 5, 2021, Brandon Miller, timely requested an administrative hearing, which was subsequently scheduled for March 9, 2021.

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. Brandon Miller neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated October 14, 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. Brandon Miller agrees to a written reprimand and agrees to pay the Board a monetary penalty in the amount of \$300. 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, login to www.elicense.ohio.gov and process the items in the cart.
4. Brandon Miller agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
5. Brandon Miller understands that he has the right to be represented by counsel for review and execution of this agreement.

6. Brandon Miller agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
7. Brandon Miller explicitly withdraws his request for hearing, waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
11. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0443

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

**IN THE MATTER OF:
CASE NO. A-2021-0274
A-2019-0391**

**Nicolas Edwin Beatty, RPh
License No. 03-135569
9663 E. Berrysville Road
Hillsboro, OH 45133**

**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 Nicolas Beatty, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of illegal processing and an error in dispensing. Together, the Board and Nicolas Beatty 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.

2. Nicolas Beatty is a licensed pharmacist in the state of Ohio under license number 03-135569.

FACTS

1. The Board initiated an investigation of Nicolas Beatty, pharmacist license number 03-135569, related to illegal processing and an error in dispensing.
2. On or about August 31, 2021, the Board sent two Notice of Opportunity for Hearing letters to Nicolas Beatty, A-2021-0274 and A-2019-0391, which outlined the allegations and provided notice of his right to a hearing in both matters, his rights in such hearing(s), and his right to submit contentions in writing.
3. On or about September 22, 2021, Nicolas Beatty, through counsel Zachary Swisher, timely requested an administrative hearing for both matters, which were subsequently scheduled for March 7, 2022. The matters were settled 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. Nicolas Beatty neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letters, A-2021-0274 and A-2019-0391, dated August 31, 2021; however, the Board has evidence sufficient to sustain the allegations in the Notices, finds them to violate Ohio's pharmacy law as set forth in the Notices, and hereby adjudicates the same.
3. Nicolas Beatty agrees to pay to the Board a monetary penalty in the amount of \$1,500.00. This fine will be attached to Nicolas Beatty'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. Nicolas Beatty 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. The Board hereby imposes a written reprimand on Nicolas Beatty's pharmacist license, number 03-135569.
6. Nicolas Beatty agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Nicolas Beatty understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Nicolas Beatty agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Nicolas Beatty 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.
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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0444

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

**IN THE MATTER OF:
CASE NO. A-2021-0273**

Gary Marcus Barr, RPh

License No. 03-228238

160 Blue Jay Way
Wilmington, OH 45177

SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Gary Marcus Barr, RPh (Gary Barr), for the purpose of resolving all issues between the parties relating to the Board investigation of illegal processing. Together, the Board and Gary Barr 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 Sections 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Gary Barr is a licensed pharmacist in the state of Ohio under license number 03-228238.

FACTS

1. The Board initiated an investigation of Gary Barr, pharmacist license number 03-228238, related to illegal processing.
2. On or about August 31, 2021, the Board sent a Notice of Opportunity for Hearing to Gary Barr. On or about October 8, 2021, the Board sent an Amended Notice of Opportunity for Hearing to Gary Barr, which outlined the allegations and provided notice of his right to a hearing, his rights in such hearing, and his right to submit contentions in writing.
3. On or about September 22, 2021, Gary Barr, through counsel Zachary Swisher, timely requested an administrative hearing, which was subsequently scheduled for March 7, 2022. The matter was settled 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. Gary Barr neither admits nor denies the allegations stated in the Amended Notice of Opportunity for hearing letter dated October 8, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Gary Barr agrees to pay to the Board a monetary penalty in the amount of \$1,000.00. This fine will be attached to Gary Barr'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. Gary Barr 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. The Board hereby imposes a written reprimand on Gary Barr's pharmacist license, number 03-228238.
6. Gary Barr agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. Gary Barr understands that he has the right to be represented by counsel for review and execution of this agreement.
8. Gary Barr agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction in which he currently holds a professional license, including to the Board on renewal applications or applications for a new license.
9. Gary Barr 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.
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. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.
14. This Agreement shall become effective upon the date of the Board President's signature below.

R-2022-0445

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

**IN THE MATTER OF:
CASE NO. A-2019-0310**

Kwesi Agyare, RPh
License No. 03236842
9001 Portage pointe Dr., Apt. C108
Streetsboro, OH 44241

**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 Kwesi Agyare, for the purpose of resolving all issues between the parties relating to the Board investigation of Kwesi Agyare's errors in dispensing. Together, the Board and Kwesi Agyare are referred to hereinafter as "the parties."

JURISDICTION

1. Pursuant to Section 4729.16 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, or refuse to grant or renew any license issued pursuant to Section 4729.07 and 4729.08 of the Ohio Revised Code to practice pharmacy in the state of Ohio.
2. Kwesi Agyare is an Ohio-licensed pharmacist under license number 03236842.

FACTS

1. The Board initiated an investigation of Kwesi Agyare, pharmacist license number 03236842, related to Kwesi Agyare's errors in dispensing while employed at Bassett's IGA.
2. On or about November 17, 2021, the Board sent a Notice of Opportunity for Hearing to Kwesi Agyare, 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. Kwesi Agyare neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated November 17, 2021; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.
3. Kwesi Agyare agrees to pay to the Board a monetary penalty in the amount of \$500.00. This penalty must be paid no later than 90 days from the effective date of this Agreement. To pay this monetary penalty, Kwesi Agyare must log in to www.elicense.ohio.gov and process the items in his cart.
4. Kwesi Agyare must obtain, within 90 days from the effective date of this Agreement, six hours of approved continuing pharmacy education (0.6 CEUs) in medication errors and/or patient safety, which may not also be used for license renewal. Copies of completed CEUs must be e-mailed to legal@pharmacy.ohio.gov.
5. Kwesi Agyare agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Kwesi Agyare understands that he has the right to be represented by counsel for review and execution of this agreement.
7. Kwesi Agyare 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.
16. Kwesi Agyare waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.
8. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

R-2022-0446

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

IN THE MATTER OF:

**Case No. A-2021-0307
501-4813**

Amanda Carlo
Registration No. 09-119868
2305 Starr Avenue, Apt. 6
Oregon, OH 43616

**SETTLEMENT AGREEMENT WITH THE STATE OF OHIO BOARD OF
PHARMACY**

This Settlement Agreement (Agreement) is entered into by the State of Ohio Board of Pharmacy (Board) and Amanda Carlo for the purpose of resolving all issues between the parties relating to the Board investigation of performing pharmacy technician duties without a valid registration as a pharmacy technician. Together, the Board and Amanda Carlo 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. Amanda Carlo is a pharmacy technician trainee in the state of Ohio under registration number 09-119868.

FACTS

4. The Board initiated an investigation of Amanda Carlo, pharmacy technician trainee registration number 09-119868, related to her

performing pharmacy technician duties without maintaining a valid registration as a pharmacy technician.

5. On or about December 21, 2021, the Board sent a Notice of Opportunity for Hearing to Amanda Carlo 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:

12. The recitals set forth above are incorporated in this Settlement Agreement as though fully set forth herein.
13. Amanda Carlo neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated December 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.
14. Amanda Carlo agrees to pay to the OSBP the amount of amount of \$25.00. This fine will be attached to the registration record and must be paid no later than 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.
15. Amanda Carlo agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
16. Amanda Carlo understands that she has the right to be represented by counsel for review and execution of this agreement.
17. Amanda Carlo 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.
18. Amanda Carlo waives an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code and waives any right to an appeal.

19. 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.
 20. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
 21. 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.
 22. This Agreement shall become effective upon the date of the Board President's signature below.
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R-2022-0447

Mr. Grimm moved to Adjourn the February 2022 State of Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. George and approved by the Board: Yes-7, No-0.

1:18 p.m.

The Board Meeting Adjourned.



Rich Miller, RPh, President

Date: 03.07.2022



Steven W. Schierholt, Executive Director

Date: 03.07.2022