

MINUTES OF THE MARCH 3-4, 2025
MEETING OF THE OHIO BOARD OF PHARMACY

Monday, March 3, 2025

10:00 a.m.

The 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, with the following members present:

Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Trina Buettner, RPh; Mindy Ferris, RPh, *President*.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

10:01 a.m.

Mr. George presented a resolution titled *Ohio Board of Pharmacy A Resolution for Susan A. Nichols*.

R-2025-0316

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

Ohio Board of Pharmacy
A Resolution for Susan A. Nichols

WHEREAS, the administrative efforts of Susan A. Nichols, as an Administrative Support Professional with the Ohio Board of Pharmacy with various departments to include Licensing, Compliance and Enforcement and the Ohio Automated Rx Reporting System (OARRS). Most recently, Susan A. Nichols has served as OARRS Support Admin, where she provides support to various stakeholders to include Ohio prescribers, pharmacists, delegates and other OARRS users. Susan A. Nichols excellent customer service and willingness to help all stake holders is apparent every day, and

WHEREAS, these efforts have contributed to the ongoing success of the Ohio Automated Rx Reporting System and safety of the citizens of Ohio; therefore

BE IT RESOLVED, that the Ohio Board of Pharmacy hereby commends Susan A. Nichols for over 29 yrs of exemplary service and performance to the Board and to the people of Ohio in carrying out the responsibilities of her position, and

BE IT ALSO RESOLVED, that we, the members of the Ohio Board of Pharmacy, in its one hundred forty-first year, express our profound appreciation to Susan A. Nichols for her dedication and service to the Board and the citizens of Ohio, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the permanent minutes of the Ohio Board of Pharmacy.

10:03 a.m. The Board heard the Oral Address for a Certified Pharmacy Technician in the Matter of Cynthia Soto, CPhT (A-2021-0407).

10:13 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 Elice Martin, RPh, Oregon, Ohio.

R-2025-0317 Mr. Grimm moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

11:20 a.m. The deliberation ended and the hearing opened to the public.

R-2025-0318 After votes were taken in public session, the Board adopted the following order in the Matter of Elice Martin, RPh, Oregon, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2023-0254

In The Matter Of:
Elice Martin, RPh
1231 S. Lallendorf Road
Oregon, Ohio 43616
(License no. 03-127337)

INTRODUCTION

The Matter of Elice Martin, RPh came for hearing on March 3, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Vice President*;

Anthony Buchta, Sr., RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Mindy Ferris, RPh and Trina Buettner; Absent.

Elice Martin was represented by Bob 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. Elice Martin – Respondent

State's Exhibits:

1. Original Notice Letter
2. Board Order
3. Scheduling Order
4. Docket from Criminal Matter
5. Entry Granting ILC

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. Test Results

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Elice Martin has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2023-0254, dated August 11, 2023.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the

pharmacist license no. 03-127337 held by Elice Martin to practice pharmacy in Ohio, upon the completion of all required licensure paperwork. Elice Martin's license is subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Elice Martin 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. Elice Martin 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 Elice Martin 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 or an alternative testing protocol (1 PETH, 1 hair, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - 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 Elice Martin 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. Elice Martin 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. Elice Martin 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 Elice Martin reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Elice Martin 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 Elice Martin reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Elice Martin's license shall remain on probation until such time as any criminal intervention in lieu of conviction has been successfully completed.
 6. Elice Martin 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 Elice Martin's progress towards recovery and what Elice Martin 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.
 7. Elice Martin must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Elice Martin holds a professional license or applies for a professional license, and all persons who provide Elice Martin chemical dependency treatment or monitoring, during the effective period of this order or agreement.

8. Other terms of probation are as follows:
 - a. Elice Martin must meet at least annually with the Board's Probation Committee, the first meeting to be held March 2, 2026. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Elice Martin's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
 - c. Elice Martin 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. Elice Martin may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Elice Martin may not engage in a consult agreement, unless approved by the board.
 - f. Elice Martin may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Elice Martin may not work in a pharmacy more than 40 hours per week or 80 hours over a two week period.
 - h. Elice Martin must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Elice Martin must abide by the rules of the Ohio Board of Pharmacy.
 - j. Elice Martin must comply with the terms of this Order.
 - k. Elice Martin's license is deemed not in good standing until successful completion of the probationary period.
 - l. Elice Martin 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.

9. When deemed appropriate by the Board, Elice Martin must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
10. Elice Martin 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.
11. Elice Martin 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 Elice Martin to possible additional sanctions, including and up to revocation of license.
12. 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 Elice Martin's license.
13. Periods during which Elice Martin 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 Elice Martin.

Ms. Pfaff moved for Findings of Fact and Decision of the Board; Mr. Miller seconded the motion. Motion passed (Yes-6/No-0).

SO ORDERED.

11:25 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 Robia Baydoun, Dearborn, Michigan.

R-2025-0319

Mr. Miller made a motion to continue the matter to a date to be determined. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

11:38 a.m.

Mr. Schierholt provided the Executive Director Report.

11:39 a.m.

Mr. Garner provided the OARRS Report.

11:43 a.m.

Mr. Griffin provided the Compliance and Enforcement Report.

11:46 a.m.

Ms. Southard provided the Licensing Report.

- 11:48 a.m.** Ms. Southard led a discussion on the Registered Pharmacy Technician Continuing Education Audit.
- 11:52 a.m.** Mr. McNamee provided the Legislative Report.
- 11:53 a.m.** Mr. McNamee presented a resolution titled Exception for Mobile Clinics Provided by the Ohio Department of Health and a resolution titled The Ohio State University College of Pharmacy - Proposal for Waiver of Student to Preceptor Ratio to the Board for approval.
- R-2025-0320** Mr. George moved that the Board approve the resolution titled Exception for Mobile Clinics Provided by the Ohio Department of Health. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:

Exception for Mobile Clinics Provided by the Ohio Department of Health

A terminal distributor of dangerous drugs (TDDD) may operate a mobile clinic or medication unit temporarily provided by the Ohio Department of Health without needing to register for a no-cost, satellite license pursuant to OAC 4729:5-3-23 if all the following conditions are met:

1. The TDDD operates the mobile clinic or medication unit in accordance with all other requirements of OAC 4729:5-3-23 (specifically the requirements of paragraph C);
2. The TDDD operates the mobile clinic or medication unit provided by the Department for no longer than 60 calendar days.
3. If the TDDD wishes to utilize the mobile clinic or medication unit provided by the Department longer than 60 calendar days, they must submit for a no-cost, satellite license in accordance with OAC 4729:5-3-23 (B)

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- R-2025-0321** Mr. George moved that the Board approve the resolution titled The Ohio State University College of Pharmacy - Proposal for Waiver of Student to Preceptor Ratio. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0 and the following resolution was adopted by the Board:
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The Ohio State University College of Pharmacy - Proposal for Waiver of Student to Preceptor Ratio

Pursuant to OAC 4729:2-1-01 (M)(3), the Board hereby grants the following intern-to-pharmacist ratio for The Ohio State University College of Pharmacy (OSUCOP) under the following circumstances:

1. Events that have been reviewed and approved by College of Pharmacy staff as Community Engagement Activities – a maximum of 4 interns per one pharmacist.
2. Medication Reconciliation Introductory Pharmacy Practice Experiences (IPPE) precepted by OSUCOP pharmacists at The Ohio State University Wexner Medical Center – a maximum of 3 interns per one pharmacist.

11:57 a.m.

Mr. McNamee presented rules 4729:8-3-02 | *Information required for submission (AMEND)*, 4729:8-3-03 | *Electronic format required for the transmission of drug sales (RESCIND CURRENT / NEW)*, 4729:5-5-26 | *Outpatient pharmacy delivery services (NEW)*, 4729:11-1-01 | *Definitions - home medical equipment*, 4729:11-2-01 | *Licensure, registration and renewal*, 4729:11-2-02 | *Designated representative*, 4729:11-2-03 | *Applications*, 4729:11-2-05 | *Change in description of a HME services provider or discontinuation of business*, 4729:11-3-01 | *Minimum standards for licensed home medical equipment services providers*, 4729:11-3-02 | *Record keeping*, 4729:11-3-03 | *Inspections and corrective actions*, 4729:11-3-05 | *Advertising and solicitation*, 4729:11-3-06 | *Minimum standards for registered home medical equipment services providers*, 4729:11-4-01 | *Disciplinary actions* to the Board for approval.

R-2025-0322

Mr. Grimm moved that they approve rules 4729:8-3-02 | *Information required for submission (AMEND)*, 4729:8-3-03 | *Electronic format required for the transmission of drug sales (RESCIND CURRENT / NEW)*, 4729:5-5-26 | *Outpatient pharmacy delivery services (NEW)*, 4729:11-1-01 | *Definitions - home medical equipment*, 4729:11-2-01 | *Licensure, registration and renewal*, 4729:11-2-02 | *Designated representative*, 4729:11-2-03 | *Applications*, 4729:11-2-05 | *Change in description of a HME services provider or discontinuation of business*, 4729:11-3-01 | *Minimum standards for licensed home medical equipment services providers*, 4729:11-3-02 | *Record keeping*, 4729:11-3-03 | *Inspections and corrective actions*, 4729:11-3-05 | *Advertising and solicitation*, 4729:11-3-06 | *Minimum standards for registered home medical equipment services providers*, 4729:11-4-01 | *Disciplinary actions* for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

- 12:07 a.m.** Ms. Wai presented a request from OPG Sports Medicine and Primary Care Venue on behalf of the Columbus Crew for an exemption to 4729:5-3-13 | Temporary removal of dangerous drugs from a licensed location the Board for approval.
- R-2025-0323** Mr. Grimm moved to approve the request from OPG Sports Medicine and Primary Care Venue (Columbus Crew) for an exemption to 4729:5-3-13 | Temporary removal of dangerous drugs from a licensed location. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.
- R-2025-0324** Mr. George 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. Grimm and a roll-call vote was conducted by Vice *President* Huston as follows: Buchta-yes; George-yes; Grimm-yes; Hubert-yes; Miller-yes, and Pfaff-yes.
- 2:30 p.m.** The Board Meeting adjourned for the day.

Tuesday, March 4, 2025**9:00 a.m.**

The 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, with the following members present:

Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; TJ Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Absent: Trina Buettner, RPh; Mindy Ferris, RPh, *President*.

Also present were Steven Schierholt, *Executive Director*; Sharon Maerten-Moore, *Chief Legal Counsel*; Kathryn Lewis, *Legal Administrator*; and Jennifer Nelson, *Legal Administrative Assistant*.

9:02 a.m.

Mr. McNamee presented rule 4729:5-5-26 | *Outpatient pharmacy delivery services* to the Board for approval.

R-2025-0325

Mr. Grimm moved that the Board approve rule 4729:5-5-26 | *Outpatient pharmacy delivery service* for filing with CSI and JCARR. The motion was seconded by Mr. George and approved by the Board: Yes-6, No-0.

R-2025-0326

Mr. George moved that the February 3, 2025, Probation Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2025-0327

Mr. George moved that the February 3 – 4, 2025, Board Meeting Minutes be approved as written. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

R-2025-0328

After votes were taken in public session, the Board adopted the following order in the Matter of Cynthia Soto, Lebanon, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY
CONFIRMING AND APPROVING IN PART AND MODIFYING IN PART
REPORT AND RECOMMENDATION OF HEARING EXAMINER

Case Number A-2021-0407

In The Matter Of:

Cynthia Soto

1261 Double Eagle Ct.

Lebanon, OH 45036

Registration No. 09-301564

INTRODUCTION

Cynthia Soto (Respondent) was issued a Certified Pharmacy Technician Registration (No. 09-301564) on February 15, 2019. The Board issued a Notice of Opportunity for Hearing on June 20, 2024. Respondent timely requested a hearing and the Matter of Cynthia Soto came for hearing before Hearing Examiner David J. Bosley on October 30, 2024. Respondent was present at the hearing and was represented by attorney Levi Tkach. The State of Ohio was represented by Henry Appel, Assistant Attorney General. The Hearing Examiner's Report and Recommendation was issued to Respondent via traceable email, confirmation of receipt requested, on or about February 10, 2025. The Board received confirmation of receipt via an electronic delivery receipt. The matter subsequently came for consideration by the Board on March 3, 2025, before the following members: Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*, and Christine Pfaff, RPh.

Absent: Trina Buettner, RPh; Mindy Ferris, RPh, *President*.

BOARD REVIEW OF THE RECORD

The Board reviewed the entire administrative record in this matter prior to making its decision, which included the following items: the State's Exhibits, Respondent's Exhibits, the hearing transcript, Hearing Examiner Bosley's Report and Recommendation, and Respondent's Objections to the Report and Recommendation.

On March 3, 2025, at Respondent's request, Respondent and her attorney Levi Tkach, made an oral address to the Board regarding the Objections filed to the Report and Recommendation. The State of Ohio was represented by Assistant Attorney General Henry Appel.

FINDINGS OF FACT

Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves, as modified, the Findings of Fact as set forth in Hearing Examiner Bosley's Report and Recommendation. The Board modifies Finding of Fact (1) to include and reflect the allegation as set forth in the June 20, 2024 Notice Letter, in its entirety:

On or about November 29, 2021, Respondent was convicted of one count of Operation of a Motor Vehicle While Under the Influence of Alcohol, a Drug of Abuse, Or a Combination of Them (Prior Felony OVI Conviction), in violation of R.C. 4511.19(A)(1)(a), a felony of the third degree and a Specification to the Count for Additional Prison Term for Certain Repeat OVI Offenders, in violation

of R.C. 2941.1413(A). Respondent was sentenced to a total prison sentence of two (2) years, of which one (1) year is a mandatory term, a lifetime driver's license suspension, \$1,350 fine and court costs. *State of Ohio v. Cynthia Soto*, Warren County Court of Common Pleas Case No. 21CR038016.

CONCLUSIONS OF LAW

Based on a thorough review of the entire administrative record in this matter, the Board hereby confirms and approves, as modified, the Conclusions of Law as set forth in Hearing Examiner Bosley's Report and Recommendation. The Board modifies the Conclusions of Law to include Violations of Law (2)(a), (2)(b) and (2)(c), as set forth in the June 20, 2024 Notice Letter.

DECISION OF THE BOARD

Pursuant to Section 4729.96 of the Ohio Revised Code and Rule 4729:3-4-01 of the Ohio Administrative Code, and after consideration of the record as a whole, the Board hereby modifies in part the recommendation of the Hearing Examiner and hereby places registration No. 09-301564, held by Cynthia Soto, on a period of probation for one year, beginning on the effective date of this Order. During the probationary period, the following terms and conditions apply:

1. Cynthia Soto 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 and, upon signing, submit a copy of the contract to the Board office. Cynthia Soto 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 Cynthia Soto 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 Cynthia Soto 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. Cynthia Soto 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. Cynthia Soto 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 Cynthia Soto reappear before the Board for possible additional sanctions, including and up to revocation of license.
 4. Cynthia Soto 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 Cynthia Soto reappear before the Board for possible additional sanctions, including and up to revocation of license.
 5. Cynthia Soto 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 Cynthia Soto's progress towards recovery and what Cynthia Soto 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. Cynthia Soto must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Cynthia

Soto holds a professional license or applies for a professional license, and all persons who provide Cynthia Soto chemical dependency treatment or monitoring, during the effective period of this order or agreement.

7. Other terms of probation are as follows:
 - a. Cynthia Soto must appear before the Board's Probation Committee, upon request.
 - b. Cynthia Soto 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.
 - c. Cynthia Soto may not serve as a designated representative for home medical equipment.
 - d. Cynthia Soto may not destroy, assist in, or witness the destruction of controlled substances.
 - e. Cynthia Soto may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - f. Cynthia Soto must not violate the drug laws of Ohio, any other state, or the federal government.
 - g. Cynthia Soto must abide by the rules of the Ohio Board of Pharmacy.
 - h. Cynthia Soto must comply with the terms of this Order.
 - i. Cynthia Soto's registration is deemed not in good standing until successful completion of the probationary period.
 - j. Cynthia Soto 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, Cynthia Soto must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.

11. Modifications to probationary terms may be granted with approval by the Board, in exceptional circumstances.
12. Cynthia Soto 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 Cynthia Soto to possible additional sanctions, including and up to revocation of license.
13. Any violation of probation or this Board's Order may result in a Board hearing to consider alternative or additional sanctions under Section 4729.96 of the Ohio Revised Code, including and up to revocation of Cynthia Soto's license.
14. Periods during which Cynthia Soto 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 Cynthia Soto.

Mr. George moved for Findings of Fact, as described above; Mr. Grimm seconded the motion. Motion passed (Yes -5 / No-0).

Mr. George moved for Conclusions of Law, as described above; Mr. Grimm seconded the motion. Motion passed (Yes - 5/ No-0).

Mr. George moved for Action of the Board, as described above; Mr. Grimm seconded the motion. Motion passed (Yes -5 / No-0).

SO ORDERED.

R-2025-0329

After hearing Mr. Flaharty discuss the significant facts regarding the activities of Pharmacist Joseph May, North Canton, Ohio, Ms. Pfaff moved that the Board summarily suspend the Pharmacist license belonging to Joseph May, North Canton, Ohio (03-223600). The motion was seconded by Mr. Miller and approved by the Board: Yes-6, No-0.

R-2025-0330

Mr. Huston announced the dismissal of the Notice of Opportunity for Hearing issued on January 30, 2023, in the matter of East Springfield Volunteer Fire Department (Case No. A-2021-0498).

R-2025-0331

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

IN THE MATTER OF:**Case Nos. A-2019-0130 & A-2024-0146****David Scott Lightle, RPh****License No. 03-120928**

508 Thomas Dr.

Cridersville, OH 45806

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and David Scott Lightle, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of Mr. Lightle's failure to comply with the terms of a settlement agreement and failure to complete the requisite continuing education hours for the 2023 continuing education period (September 16, 2021 to September 15, 2023). Together, the Board and David Scott Lightle 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. David Scott Lightle is a licensed pharmacist in the state of Ohio under license number 03-120928.

FACTS

1. The Board initiated an investigation of David Scott Lightle, pharmacist license number 03-120928, related to his failure to comply with the terms of a previous settlement agreement and failure to complete the requisite continuing education hours for the 2023 continuing education period (September 16, 2021 to September 15, 2023).
2. On or about August 23, 2024, the Board sent a Notice of Opportunity for Hearing to David Scott Lightle, 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. David Scott Lightle did not request a 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. David Scott Lightle neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated August 23, 2024; 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. David Scott Lightle agrees to pay to the Board a monetary penalty in the amount of \$1500.00. This fine will be attached to David Scott Lightle's license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. David Scott Lightle must complete the Responsible Person Roundtable (<https://www.pharmacy.ohio.gov/Documents/Licensing/CE/RPLaw/2025%20Law%20Review%20Communication.pdf>) within six months from the effective date of this Agreement. Proof of attendance must be e-mailed to legal@pharmacy.ohio.gov.
5. The Board hereby imposes a written reprimand on David Scott Lightle's pharmacist license, number 03-120928.
6. David Scott Lightle agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
7. David Scott Lightle understands that he has the right to be represented by counsel for review and execution of this agreement.
8. David Scott Lightle 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
9. David Scott Lightle waives any 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.

R-2025-0332

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

IN THE MATTER OF:**Case No. A-2024-0398****Marissa Hamilton****Registration No. 09-300204**305 West Russell Avenue
West Lafayette, OH 43845**SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY**

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Marissa Hamilton for the purpose of resolving all issues between the parties relating to the Board investigation of improper use of an internal records system. Together, the Board and Marissa Hamilton are referred to hereinafter as “the parties.”

JURISDICTION

1. Pursuant to Section 4729.96 of the Ohio Revised Code and the rules adopted thereunder, the Board has the authority to suspend, revoke, restrict, limit, or refuse to grant or renew any license issued pursuant to Sections 4729.90 and 4729.92 of the Ohio Revised Code to perform the duties of a certified pharmacy technician in the state of Ohio.
2. Marissa Hamilton is a certified pharmacy technician in the state of Ohio under registration number 09-300204.

FACTS

1. The Board initiated an investigation of Marissa Hamilton, certified pharmacy technician registration number 09-300204, related to Marissa Hamilton's working as a pharmacy technician and improperly using her employer's internal records keeping system.
2. On or about January 6, 2025, the Board sent a Notice of Opportunity for Hearing to Marissa Hamilton 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. This matter was settled via this Agreement in lieu of 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. Marissa Hamilton neither admits nor denies the allegations stated in the Notice of Opportunity for hearing letter dated January 6, 2025; 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. Marissa Hamilton agrees to pay to the Board the amount of amount of \$50.00. This fine will be attached to the registration record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine, login to www.elicense.ohio.gov and process the items in the cart.
4. The Board hereby imposes a written reprimand on Marissa Hamilton's technician registration, number 09-300204.
5. Marissa Hamilton agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
6. Marissa Hamilton understands that she has the right to be represented by counsel for review and execution of this agreement.
7. Marissa Hamilton 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 she currently holds a professional license or registration, including the Board on renewal applications or applications for a new license.

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

R-2025-0333

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

IN THE MATTER OF:**CASE NO. A-2024-0372****Aaron Webb****License No. 03-441276**

4858 E. Holmes Ave.

Mesa, AZ 85206

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Aaron Webb, RPh, for the purpose of resolving all issues between the parties relating to the Board investigation of the suspension of your license to practice pharmacy in the state of Arizona due to substance abuse issues. Together, the Board and Aaron Webb 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. Aaron Webb is a licensed pharmacist in the state of Ohio under license number 03-441276.

FACTS

1. The Board initiated an investigation of Aaron Webb, pharmacist license number 03-441276, related to the suspension of your license to practice pharmacy in the state of Arizona due to substance abuse issues.
2. On or about August 14, 2024, the Board sent a Summary Suspension/ Notice of Opportunity for Hearing to Aaron Webb, 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 15, 2024, Aaron Webb timely requested an administrative hearing, which was subsequently scheduled for March 4, 2025.

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. Aaron Webb neither admits nor denies the allegations stated in the Summary Suspension/ Notice of Opportunity for hearing letter dated August 14, 2024; 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 hereby removes the Summery Suspension Order issued to Aaron Webb on August 14, 2024. Aaron Webb's Ohio pharmacist license no. 03-441276, is subject to a period of non-reporting probation for a minimum of five (5) years beginning on the effective date of this Agreement.
4. Aaron Webb must comply with all terms of his consent agreement and the terms of probation on his license to practice pharmacy in Arizona, case number 24-0394. Any violation of those terms will be considered a violation of his Ohio probation.

5. Aaron Webb may petition the Board for termination of the non-reporting probation on his Ohio license upon successful completion of probation on his license to practice pharmacy in Arizona.
6. The Board hereby imposes a written reprimand on Aaron Webb's pharmacist license, number 03-441276.
7. Aaron Webb agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Aaron Webb understands that he has the right to be represented by counsel for review and execution of this agreement.
9. Aaron Webb 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 he currently holds a professional license, including the Board on renewal applications or applications for a new license.
10. Aaron Webb 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.

R-2025-0334

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

IN THE MATTER OF:

CASE NO. A-2024-0366
Getachew Health Center dba Lotus Elite Aesthetics LLC
License No. 02-62001390
c/o Eskender Getachew
5150 Port Haven Court
Galena, Ohio 43021

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and Getachew Health Center, LLC dba Lotus Elite Aesthetics for the purpose of resolving all issues between the parties relating to the Board investigation of Eskender Getachew, the owner of Getachew Health Center, LLC dba Lotus Elite Aesthetics. Together, the Board and Getachew Health Center, LLC dba Lotus Elite 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, restrict, limit or refuse to grant or renew any license issued pursuant to Section 4729.54 of the Ohio Revised Code.
2. Getachew Health Center, LLC dba Lotus Elite Aesthetics, was located at 9039 Antares Avenue, Columbus, OH, and had active Terminal Distributor of Dangerous Drugs (TDDD) license with the Board under license number 02-62001390, at the time of the conduct described in the January 13, 2025 Notice of Opportunity for Hearing letter. Eskender Getachew was listed as the owner; there was no Responsible Person listed with the Board. The TDDD submitted a Notice of Discontinuation of Business with the Board on or about January 23, 2025.

FACTS

1. The Board initiated an investigation of Getachew Health Center, LLC dba Lotus Elite Aesthetics (Getachew Health Center, LLC), Terminal Distributor of Dangerous Drugs license number 02-62001390, related to Getachew Health Center, LLC’s owner, Eskender Getachew, and his criminal convictions and disciplinary action with the State Medical Board of Ohio.
2. On or about January 13, 2025, the Board sent a Notice of Opportunity for Hearing to Getachew Health Center, 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.
3. Getachew Health Center LLC did not request a hearing. This Matter was settled via this Agreement, through counsel Levi Tkach.

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. The Board determines that it has evidence sufficient to sustain the facts, finds them to violate Ohio law, and hereby adjudicates the same.
3. **IN LIEU OF ADDITIONAL ADMINISTRATIVE ACTION, GETACHEW HEALTH CENTER, LLC PERMANENTLY AND VOLUNTARILY SURRENDERS TO THE OHIO BOARD OF PHARMACY ITS LICENSE AND REGISTRATION AS A TERMINAL DISTRIBUTOR OF DANGEROUS DRUGS, LICENSE NO. 02-62001390, WITH DISCIPLINE PENDING.**
4. **Getachew Health Center, LLC agrees never to reapply for any license or registration, issued by the Ohio Board of Pharmacy pursuant to Chapters 3719., 4729., or 4752. of the Revised Code.**
5. Getachew Health Center, LLC expressly states and affirms there are no dangerous drugs, including controlled substances, currently in its possession at 9039 Antares Avenue, Columbus, Ohio.
6. Getachew Health Center, 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.
7. Getachew Health Center, 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 Getachew Health Center, 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 Getachew Health Center, LLC by the Board and will NOT discharge Getachew Health Center, LLC from any obligation under the terms of this Agreement.

8. Getachew Health Center, LLC agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
9. Getachew Health Center, LLC understands that it has the right to be represented by counsel for review and execution of this agreement.
10. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Getachew Health Center, LLC will operate.
11. Getachew Health Center, LLC explicitly waives its right to a hearing and an opportunity to be heard pursuant to Chapter 119. of the Ohio Revised Code, and waives any right to an appeal.
12. This Agreement may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code Section 149.43.
14. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
15. 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.

R-2025-0335

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

IN THE MATTER OF:

CASE NO. A-2024-0338
CVS/Pharmacy #4401
License No. 02-0719300
5981 Far Hills Ave.
Dayton, OH 45429

SETTLEMENT AGREEMENT WITH THE OHIO BOARD OF PHARMACY

This Settlement Agreement (Agreement) is entered into by the Ohio Board of Pharmacy (Board) and CVS/Pharmacy #4401 for the purpose of resolving all issues between the parties relating to the Board investigation of drug security. Together, the Board and CVS/Pharmacy #4401 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. CVS/Pharmacy #4401 is a licensed Terminal Distributor of Dangerous Drugs under license number 02-0719300, which lists Paschal C. Okafor, RPh, as the Responsible Person.

FACTS

1. The Board initiated an investigation of CVS/Pharmacy #4401, Terminal Distributor of Dangerous Drugs license number 02-0719300, related to CVS/Pharmacy #4401's drug security.
2. On or about October 18, 2024, the Board sent a Notice of Opportunity for Hearing to CVS/Pharmacy #4401, 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 4, 2024, CVS/Pharmacy #4401, through counsel Nathaniel Brand, timely requested an administrative hearing, which was subsequently scheduled for April 9, 2025.

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. CVS/Pharmacy #4401 neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated October 18, 2024; however, the Board has evidence sufficient to sustain the allegations, finds them to violate Ohio's pharmacy law as set forth in the Notice, and hereby adjudicates the same.

3. CVS/Pharmacy #4401 agrees to pay to the Board a monetary penalty the amount of \$2,500.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in the cart of the Responsible Person.
4. The Board hereby imposes a written reprimand on CVS/Pharmacy #4401's TDDD license, number 02-0719300.
5. CVS/Pharmacy #4401 agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. CVS/Pharmacy #4401 agrees to comply with all federal and state requirements related to Terminal Distributors of Dangerous Drugs, including but not limited to, Ohio Revised Code Chapter 4729. and the Rules adopted thereunder, Chapter 3719. and the Rules adopted thereunder, Chapter 3715. and the Rules adopted thereunder as well as the "Federal Food, Drug, and Cosmetic Act," 52 Stat. 1040 (1938), 21 U.S.C.A. 301 and Chapter 21, Section 360 of the United States Code, and Section 207.20 of the Code of Federal Regulations. Any violation by CVS/Pharmacy #4401 of the terms of one or more federal or state requirements may constitute sufficient grounds for further enforcement action related to any licenses granted to CVS/Pharmacy #4401 by the Board and will NOT discharge CVS/Pharmacy #4401 from any obligation under the terms of this Agreement.
7. CVS/Pharmacy #4401 agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. CVS/Pharmacy #4401 understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom CVS/Pharmacy #4401 will operate.
10. CVS/Pharmacy #4401 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.

R-2025-0336

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

IN THE MATTER OF:

CASE NO. A-2022-0539
Intercept Pharmaceuticals, Inc.
License No. 01-2569450
305 Madison Avenue, Ste. 100
Morristown, NJ 07960-6117

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 Intercept Pharmaceuticals, Inc., for the purpose of resolving all issues between the parties relating to the Board investigation of the failure to report discipline from another jurisdiction on a renewal application. Together, the Board and Intercept Pharmaceuticals, 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. Intercept Pharmaceuticals, Inc., is a licensed Wholesaler Distributor of Dangerous Drug, License No. 01-2569450, which lists Ilona Hriczo, as the Responsible Person.

FACTS

1. The Board initiated an investigation of Intercept Pharmaceuticals, Inc., Wholesaler Distributor of Dangerous Drugs License No. 01-2569450, related to Intercept Pharmaceuticals, Inc. failure to report discipline from another jurisdiction on a renewal application.
2. On or about August 16, 2024, the Board sent a Notice of Opportunity for Hearing to Intercept Pharmaceuticals, 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.
3. On or about September 4, 2024, Intercept Pharmaceuticals, Inc., through counsel Daniel S. Zinsmaster, timely requested an administrative hearing, which was subsequently scheduled for March 4, 2025.

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. Intercept Pharmaceuticals, Inc. neither admits nor denies the allegations stated in the Notice of Opportunity for Hearing letter dated August 16, 2024; 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. Intercept Pharmaceuticals, Inc. agrees to pay to the Board a monetary penalty in the amount of \$3,000.00. This fine will be attached to your license record and must be paid no later than 180 days from the effective date of this Agreement. To pay this fine you must login to www.elicense.ohio.gov and process the items in your cart.
4. The Board hereby imposes a written reprimand on Intercept Pharmaceuticals, Inc.'s WDDD license, number 01-2569450.
5. Intercept Pharmaceuticals, Inc. agrees and acknowledges that this Board disciplinary action must be disclosed to the proper licensing authority of any state or jurisdiction, as required by any such state or jurisdiction, in which it currently holds a professional license, including the Board on renewal applications or applications for a new license.
6. Intercept Pharmaceuticals, 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 Intercept Pharmaceuticals, 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 Intercept Pharmaceuticals, Inc. by the Board and will NOT discharge Intercept Pharmaceuticals, Inc. from any obligation under the terms of this Agreement.

7. Intercept Pharmaceuticals, Inc. agrees to pay all reasonable costs associated with the collection of any payment, and of the prosecution of any violation of this Agreement.
8. Intercept Pharmaceuticals, Inc. understands that it has the right to be represented by counsel for review and execution of this agreement.
9. This Agreement is binding upon any and all successors, assigns, affiliates, and subsidiaries of the parties or any other corporation through whom or with whom Intercept Pharmaceuticals, Inc. will operate.
10. Intercept Pharmaceuticals, Inc. explicitly withdraws its request for 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.

9:14 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 Tyler Copp, RPh, Columbus, Ohio.

R-2025-0337

Mr. George moved that the Board recess in order to consider the quasi-judicial matters in accordance with Chapter 119. of the Revised Code and the case precedent of Angerman v. State Medical Bd. (1990) 70 Ohio App.3d 346 and TBC Westlake Inc. v. Hamilton Cty Bd of Revision, et al. (1998) 81 Ohio St.3d 58. The motion was seconded by Mr. Grimm and approved by the Board: Yes-6, No-0.

9:37 a.m.

The deliberation ended and the hearing opened to the public.

R-2025-0338

After votes were taken in public session, the Board adopted the following order in the Matter of Tyler Copp, RPh, Columbus, Ohio.

ORDER OF THE OHIO BOARD OF PHARMACY

Case Number A-2021-0371

In The Matter Of:

Tyler Copp
3844 Saint Malo Way
Columbus, OH 43221
License No. 03-131934

INTRODUCTION

The Matter of Tyler Copp came for hearing on March 4, 2025, before the following members of the Ohio Board of Pharmacy (Board): Jeff Huston, RPh, *Vice President*; Anthony Buchta, Sr., RPh; Jason George, RPh; T.J. Grimm, RPh; Leonard Hubert, *Public Member*; Rich Miller, RPh; and Christine Pfaff, RPh.

Mindy Ferris, RPh and Trina Buettner; Absent.

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

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

1. None.

Respondent's Witnesses:

1. Tyler Copp

State's Exhibits:

1. Original Notice Letter

2. Amended Notice Letter
3. Board Order
4. Scheduling Order

Respondent's Exhibits:

- A. Ohio PRO Contract
- B. Ohio PRO Participant Summary Report
- C. Ohio PRO All Results Report
- D. Ohio PRO Missed Check-in Report
- E. Ohio PRO Letter of Compliance by Andy Pierron
- F. Ohio PRO Meeting Attendance Records
- G. Ohio PRO Quarterly Self-Reports
- H. Ohio PRO Self-Report Narratives
- I. Continuing Education Requirements
- J. Resume
- K. Letter of Support by Samantha Anderson
- L. Letter of Support by Brianna Tucker
- M. Letter of Support by Matthew Pacanovsky
- N. Letter of Support by David and Brenda Copp
- O. Letter of Support by Deb Fissel

FINDINGS OF FACT & DECISION OF THE BOARD

After hearing the testimony, observing the demeanor of the witnesses, considering the evidence, and weighing the credibility of each, the Board finds that Tyler Copp has substantially complied with the terms set forth in the Board Order of the Ohio Board of Pharmacy, Case No. A-2021-0371 dated March 11, 2022.

On the basis of the Finding of Fact set forth above, and after consideration of the record as a whole, the Ohio Board of Pharmacy hereby approves the reinstatement of the pharmacist license no. 03-131934, held by Tyler Copp to practice pharmacy in Ohio subject to the completion of the proper licensure paperwork. The license will be subject to a period of probation for five years beginning on the effective date of this Order, with the following conditions:

1. Tyler Copp 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. Tyler Copp 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 Tyler Copp 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 or an alternative testing protocol (1 PETH, 1 hair, and one urine drug screen per quarter or other testing as directed by the Board approved treatment monitor) shall be followed.
 - 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 Tyler Copp 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. Tyler Copp 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. Tyler Copp 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 Tyler Copp reappear before the Board for possible additional sanctions, including and up to revocation of license.
4. Tyler Copp 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 Tyler Copp reappear before the Board for possible additional sanctions, including, and up to, revocation of license.
5. Tyler Copp 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 Tyler Copp's progress towards recovery and what Tyler Copp 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. Tyler Copp must provide copies of the board order or settlement agreement to all employers or prospective employers, all licensing authorities in which Tyler Copp holds a professional license or applies for a professional license, and all persons who provide Tyler Copp chemical dependency treatment or monitoring, during the effective period of this order or agreement.
7. Other terms of probation are as follows:
 - a. Tyler Copp must meet at least annually with the Board's Probation Committee, the first meeting to be held March 2026. Additional periodic appearances may be requested.
 - b. The Ohio Board of Pharmacy hereby declares that Tyler Copp's pharmacist license is not in good standing and thereby denies the privilege of being a preceptor and training pharmacy interns pursuant to paragraphs (I) and (M) of Rule 4729:2-1-01 of the OAC.
 - c. Tyler Copp 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. Tyler Copp may not serve as a responsible pharmacist or a designated representative in a dispensary or for home medical equipment.
 - e. Tyler Copp may not engage in a consult agreement, unless approved by the board.
 - f. Tyler Copp may not destroy, assist in, or witness the destruction of controlled substances.
 - g. Tyler Copp may not work in a pharmacy more than 40 hours per week or 80 hours over a two-week period.
 - h. Tyler Copp must not violate the drug laws of Ohio, any other state, or the federal government.
 - i. Tyler Copp must abide by the rules of the Ohio Board of Pharmacy.
 - j. Tyler Copp must comply with the terms of this Order.
 - k. Tyler Copp's license is deemed not in good standing until successful completion of the probationary period.
 - l. Tyler Copp 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, Tyler Copp must submit to a psychiatric evaluation, and, where appropriate, continued treatment acceptable to the Board.
 9. Tyler Copp 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. Tyler Copp 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 Tyler Copp 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 Tyler Copp's license.
12. Periods during which Tyler Copp 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 Tyler Copp.

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

SO ORDERED.

R-2025-0339

Mr. Grimm moved to adjourn the March 2025 Ohio Board of Pharmacy Meeting. The motion was seconded by Mr. Hubert and approved by the Board: Yes-6, No-0.

9:39 a.m.

The Board Meeting Adjourned.



Mindy Ferris, RPh, President

Date: 4.8.2025



Steven W. Schierholt, Executive Director

Date: 4.8.2025