

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Ariel Toledo)
PH238521)
Expires 12/31/2024)

Docket No. PHA-2022-0214
CAS-2022-0364

CONSENT AGREEMENT FOR REPRIMAND

The Massachusetts Board of Registration in Pharmacy ("Board") and Ariel Toledo ("Licensee"), pharmacist licensed by the Board, License No. PH238521, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges that the Board opened a complaint against their Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2022-0214 ("the Complaint").¹
2. The Licensee and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:
 - a. The Licensee worked as a pharmacist for Proce Chopper in February 2022, and at all times relevant to this Agreement.
 - i. While employed by Price Chopper as a pharmacist, the Licensee failed to properly fill a prescription(s) for lithium carbonate tablets, and overrode a "moderate warning" during DUR conducted while filling related prescription(s) for the patient.
 - ii. As a result of the above, the patient suffered [REDACTED], a serious adverse drug event (SADE).
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 constitutes a violation of recognized standards of pharmacy practice and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(v).

¹ The term "license" includes a current license and the right to renew an expired license.

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4. The Licensee agrees that the Board shall impose a REPRIMAND on their license based on the facts admitted in Paragraph 2, effective as of the date on which the Board signs this Agreement ("Effective Date").
5. The Board agrees that in return for the Licensee's execution and successful compliance with all the requirements of this Agreement it will not prosecute the Complaint.
6. The Licensee understands that they have a right to a formal adjudicatory hearing concerning the allegations against them and that during said adjudication they would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, M.G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.* The Licensee further understands that by executing this Agreement they are knowingly and voluntarily waiving their right to a formal adjudication of the Complaint.
7. The Licensee acknowledges that they have been at all times represented by Counsel or otherwise free to seek and use legal counsel in connection with the Complaint and this Agreement.
8. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
9. The Licensee certifies that they have read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal, or judicial review.

Ofelia Salvaty 11/23
Witness (sign and date)

Ariel Toledo 11/23
Licensee (sign and date)

David Sencabaugh M.B.
David Sencabaugh, R. Ph.
Executive Director
Board of Registration in Pharmacy

11/22/2023
Effective Date

Fully Signed Agreement Sent to Licensee on 11/22/2023 by Certified Mail
No. 7022 2410 0001 6855 4030

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