

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Atef A. Ayoub, R.Ph.)
License No. PH233456)
Expires December 31, 2018)
_____)

Docket No. PHA-2017-0036

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Atef A. Ayoub ("Licensee"), license no. PH233456 ("License")¹, 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 a complaint has been opened by the Board against his License related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2017-0036.
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. Licensee was the owner and Manager of Record ("MOR") of St. Georges Pharmacy located at 435 Furnace Street in Marshfield, Massachusetts ("Pharmacy") at all times relevant to the conduct set forth in subparagraph 2(b).
 - b. On or about March 2, 2017, Office of Public Protection ("OPP") investigators conducted a retail compliance inspection of the Pharmacy and observed the following regulatory deficiencies:
 - i. Pharmacy failed to securely store schedule II controlled substances in violation of 247 CMR 6.02(6)(c), by not dispersing throughout schedule VI controlled substances and by storing in a filing cabinet.

¹ The term "registration", "license" or "License" applies to both a current license and the right to renew an expired license.

- ii. Pharmacy failed to secure access to the pharmacy area in violation of 247 CMR 6.02(6)(f), by leaving the door from pharmacy work area to parking lot unlocked.
- iii. Pharmacy, through its MOR, failed to maintain perpetual inventory of schedule II controlled substances that was reconciled at least once every ten days in violation 247 CMR 9.01(14).
- iv. Pharmacy, through its MOR, failed to secure balance on hand inventory by allowing access by pharmacy technicians and interns to make adjustments in violation of 247 CMR 6.07(1)(e).
- v. Pharmacy, through its MOR, failed to redact patient information on return to stock bottles in violation of 247 CMR 9.01(19).
- vi. Pharmacy, through its MOR, had incompletely labeled vials of controlled substances as partial fill completions in violation of 247 CMR 9.04(5).
- vii. Pharmacy, through its MOR, stored multiple unlabeled bottles of controlled substances on pharmacy shelves in violation of 247 CMR 9.01(10).
- viii. Pharmacy, through its MOR, failed to establish, monitor and enforce policies and procedures regarding the standards of pharmacy practice by allowing personal use items and samples, unlabeled medicine, and food to be stored in pharmacy refrigerator in violation of 247 CMR 6.07(1)(e).
- ix. Pharmacy, through its MOR, failed to notify and seek approval from the Board prior to remodeling its pharmacy department in violation of 247 CMR 6.04(1).
- x. Pharmacy, through its MOR, failed to compound nonsterile drug preparations consistent with USP <795> and 247 CMR 247 CMR 9.01(3), specifically by: (1) maintaining an inadequate compounding area that was dirty and cluttered, e.g. fruit pits found in sink strainer, (2) by using water for reconstitution from an unlabeled, undated amber bottle, (3) by using extended BUDs

without supporting documentation, (4) by failing to maintain master formulations, and (5) by failing to indicate on the preparations' prescription labels that "this is a compound preparation".

- xi. Pharmacy failed to maintain pharmacy department in a clean and sanitary manner in violation of 247 CMR 6.02(1).
3. The Licensee acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a) and (v).
 4. The Licensee agrees that his license shall be placed on PROBATION for **one (1) year** ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
 5. During the Probationary Period, the Licensee further agrees that he shall comply with all the following requirements to the Board's satisfaction:
 - a. Comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
 - b. Read and submit an attestation of having read all of 247 CMR.
 - c. Refrain from serving as Manager of Record for the Pharmacy or any pharmacy.
 - d. Refrain from precepting pharmacy interns or students.
 6. The Board agrees that in return for the Licensee's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
 7. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate **one (1) year** after the Effective Date upon written notice to the Licensee from the Board².

² In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Licensee agrees to the following:
- a. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's license.
 - b. If the Board suspends the Licensee's license pursuant to Paragraph 8(a)(iii), the suspension shall remain in effect until:
 - i. the Board provides the Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and the Licensee sign a subsequent agreement; or
 - iii. the Board issues a written final decision and order following adjudication of the allegations (1) of noncompliance with this Agreement, and/or (2) contained in the Subsequent Complaint.
9. The Licensee agrees that if the Board suspends his license in accordance with Paragraph 8, he will immediately return his current Massachusetts license to the Board, by hand or certified mail. The Licensee further agrees that upon said suspension, he will no longer be authorized to operate as a pharmacist in the Commonwealth of Massachusetts and shall not in any way represent himself as a pharmacist until such time as the Board reinstates his license or right to renew such license.
10. The Licensee understands that he has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication

³ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Pharmacy engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Pharmacy shall have an opportunity to respond.

he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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 he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaints.

11. The Licensee acknowledges that he has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
12. 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.
13. The Licensee certifies that he has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

Ajiby Cud 06/22/17
Witness (sign and date)

[Signature] 6/22/17
Atef A. Ayoub (sign and date)

[Signature]
David Sencabaugh, R.Ph.
Executive Director
Board of Registration in Pharmacy

6-26-2017
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 6/26/17 by

Certified Mail No. 7015 1730 0000 7974 0717