

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
Bravo Pharmacy )  
DS89981 )  
Exp: 12/31/2025 )

Docket No.: PHA-2022-0199  
CAS-2022-1266

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy (“Board”) and Bravo Pharmacy (“Licensee” or “Pharmacy”), a pharmacy licensed by the Board, DS89981, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Pharmacy’s record maintained by the Board:

1. The Pharmacy acknowledges the Board opened a complaint against its pharmacy license related to the alleged conduct set forth in Paragraph 2, identified as Docket No. PHA-2022-0199 (“the Complaint”).<sup>1</sup>
2. The Pharmacy 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. On or about October 21, 2021, the Pharmacy entered into a settlement agreement with the MA Office of The Attorney General (“OAG”) to resolve the following allegations concerning refill and billing practices at the Pharmacy between May 26, 2017 and July 9, 2021:
    - i. The Pharmacy billed MassHealth for automatically refilled prescription medications and drugs for MassHealth members, in violation of 130 CMR 406.411(C)(6), MGL c. 12 § 5B, MGL c. 118E§ 40, and MGL c. 118E § 44, by refilling, billing, and receiving monies from MassHealth for prescription medications and drugs that were not explicitly requested by MassHealth members or an applicable caregiver for each filling event;
    - ii. The Pharmacy billed MassHealth for an uncommonly used and expensive vitamin known as Hylavite that was not provided in

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<sup>1</sup> The term “License” applies to both a current license and the right to renew an expired license.

violation of MGL c. 12 § 5B, MGL c. 118E § 40, and MGL c. 118E § 44; and

- iii. The Pharmacy billed MassHealth for two prescriptions that were unauthorized by a physician in violation of MGL c. 12 § 5B, MGL c. 118E § 40, and MGL c. 118E § 44. Specifically, the unauthorized prescriptions were filled on January 31, 2019 and March 5, 2019.
  - b. The terms of the settlement agreement included payment of \$800,000.00 in restitution to the Commonwealth. Additionally, the Pharmacy agreed to contract an independent compliance monitor to establish and implement a compliance program for a period of three (3) years with submission of yearly audit reports to the OAG during that time.
3. The Board and Licensee acknowledge and agree that the allegations described in Paragraph 2, if proven, could constitute violations of recognized standards of pharmacy practice warranting disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a), (f), (l) & (v).
  4. The Pharmacy agrees that its pharmacy license shall be placed on PROBATION for one (1) year (“Probationary Period”) and shall be applied from October 21, 2023 (“Effective Date”) through October 21, 2024.
  5. During the Probationary Period, the Pharmacy agrees that it shall comply with all laws and regulations governing the practice of pharmacy to the Board’s satisfaction.
  6. The Board agrees that in return for the Pharmacy’s execution and its successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.
  7. If and when the Board determines that the Pharmacy 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 Board.<sup>2</sup>

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<sup>2</sup> In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee’s address and/or email of record; and/or to the Licensee’s counsel.

8. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint<sup>3</sup> during the Probationary Period, the Pharmacy agrees to the following:
- a. The Board may upon written notice to the Pharmacy, as warranted to protect the public health, safety, or welfare:
    - i. EXTEND the Probationary Period;
    - ii. MODIFY the Agreement requirements; or
    - iii. IMMEDIATELY SUSPEND the Pharmacy's license.
  - b. If the Board suspends the Pharmacy's license pursuant to Paragraph 8 the suspension shall remain in effect until:
    - i. The Board provides the Pharmacy written notice that the Probationary Period is to be resumed and under what terms;
    - ii. The Board and the Pharmacy sign a subsequent agreement; or
    - iv. 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 Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 8, it will immediately return its current Massachusetts license to the Board, by hand or certified mail. The Pharmacy further agrees that upon said suspension, it will no longer be authorized to operate as a pharmacy in the Commonwealth of Massachusetts and shall not in any way represent itself as a pharmacy until such time as the Board reinstates its license or right to renew such license.
10. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication it would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on its own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the

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<sup>3</sup> 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.

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 Pharmacy further understands that by executing this Agreement it is knowingly and voluntarily waiving its right to a formal adjudication of the Complaint.

11. The Pharmacy acknowledges that it has been at all times represented by Counsel or otherwise free to seek and use legal counsel in connection with the Complaint and this Agreement.
12. The Pharmacy acknowledges that after the Effective Date, the Agreement constitutes a public record. 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 Pharmacy understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal, or judicial review.
14. The individual signing this Agreement certifies that they are authorized to enter into this Agreement on behalf of the Pharmacy, and that they have read this Agreement.

12-26-23

Date

*Linkov*

(signature)

*Linkov*

Bravo Pharmacy  
By its manager, Dmitry Linkov

*David Sencabaugh*

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

October 21, 2023  
Effective Date

January 3, 2024  
Date Executed by the Board

Fully Signed Agreement Sent to Licensee on January 3, 2024 by

Certified Mail No. 7020 0090 0000 1273 2797