

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

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)  
In the Matter of                    )  
Ciampa Apothecary                )  
License No.: DS979                )  
Expires: December 31, 2015    )  
\_\_\_\_\_)

Docket No. PHA-2014-0267

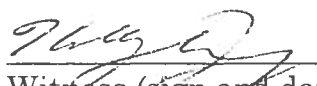
CONSENT AGREEMENT FOR REPRIMAND

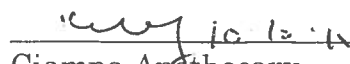
The Massachusetts Board of Registration in Pharmacy (“Board”) and Ciampa Apothecary (“Pharmacy”), a pharmacy licensed by the Board, license number DS979 (“License” or “registration”), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Pharmacy’s record maintained by the Board:

1. The Pharmacy acknowledges that the Board opened a Complaint against its Massachusetts License related to the conduct set forth in Paragraph 2, identified as Docket Number PHA-2014-0267 (“Complaint”).
2. The Board and the Pharmacy acknowledge and agree to the following facts:
  - a. On or about December 8, 2014, Office of Public Protection investigators conducted a retail compliance inspection of the Pharmacy (“Inspection”) and observed the following regulatory deficiencies:
    - i. Pharmacy failed to maintain records related to biennial and perpetual inventories in violation of 247 CMR 6.07(1)(b);
    - ii. Pharmacy failed to maintain complete perpetual inventories of controlled substances and resolve discrepancies in violation of 247 CMR 9.01(14);
    - iii. Pharmacy used inventory on hand instead of perpetual inventory in violation of 247 CMR 6.07(1)(i);
    - iv. Pharmacy did not keep a perpetual or biennial inventory on file in violation of 247 CMR 9.01(1) and 105 CMR 700.006(b);

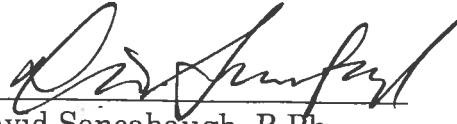
- v. Pharmacy failed to produce biennial inventory at time of Inspection in violation of 247 CMR 9.01(1) and 21 CFR 1304.11;
  - vi. Pharmacy failed to produce daily reports or logs pertaining to the refilling of prescriptions for controlled substances in Schedules III through VI at time of Inspection in violation of 247 CMR 9.04(6);
  - vii. Pharmacy failed to maintain the equipment necessary to conduct the practice of pharmacy in violation of 247 CMR 6.01(5)(a)5;
  - viii. Pharmacy failed to have balance tested and sealed by the state since 2003 in violation of 247 CMR 6.01(5)(a)4 and 247 CMR 9.01(1);
  - ix. Pharmacy failed to maintain premises in a clean and sanitary manner in violation of 247 CMR 6.02(1);
  - x. Pharmacy failed to maintain sink in suitable and sanitary condition with access to hot water in violation of 247 CMR 6.01(5)(b);
  - xi. Pharmacy maintained outdated items in inventory in violation of 247 CMR 9.01(5); and
  - xii. Pharmacy failed to maintain adequate refrigeration storage and monitoring in violation of 247 CMR 9.01(5).
3. The Pharmacy acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61 and under 247 CMR 10.03(1)(v) and 247 CMR 10.03(1)(b).
4. The Pharmacy agrees that the Board shall impose a REPRIMAND on its 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 Pharmacy's execution and successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.

6. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication the Pharmacy 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 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 the Pharmacy is knowingly and voluntarily waiving it's right to a formal adjudication of the Complaint.
7. The Pharmacy acknowledges that it has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
8. The Pharmacy acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7. 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 Pharmacy understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.
10. The individual signing this Agreement certifies that he/she is authorized to enter into this Agreement on behalf of the Pharmacy, and that he/she has read this Agreement.

 10/20/15  
 Witness (sign and date)

  
 Ciampa Apothecary  
 (sign and date)

WALTER CIAMPA MOE -  
 (print name)



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

10/23/15

Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Registrant on 10/23/15 by

Certified Mail No. 7014 0510 0001 0374 9428