

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
CVS #1248 )  
DS2875 )

PHA-2021-0120

**CONSENT AGREEMENT FOR REPRIMAND**

The Massachusetts Board of Registration in Pharmacy ("Board") and CVS #1248 ("Pharmacy" or "Licensee"), a pharmacy licensed by the Board, DS2875, 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 Massachusetts pharmacy license related to the conduct set forth in Paragraph 2, identified as Docket Number PHA-2021-0120 ("Complaint").
2. The Board and the Pharmacy acknowledge and agree to the following facts:
  - a. On or about December 17, 2021, a retail compliance inspection revealed that the Pharmacy failed to file a Change in Manager of Record (MOR) application after a change in MOR took place in July of 2021.
3. The Pharmacy acknowledges that the facts described in Paragraph 2 constitute a violation of 247 CMR 6.03 and warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a).
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 its 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.


10/19/22 SH electronically applied

Witness (sign and date)



(sign and date) 10/19/22

Leo Lariviere  
(print name)

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

8/22/2023

Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Licensee on \_\_\_\_\_ by Certified Mail No. \_\_\_\_\_

CVS #1248  
DS2875  
PHA-2021-0120

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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 its 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.
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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.

\_\_\_\_\_  
 Witness (sign and date)

\_\_\_\_\_  
 (sign and date)

\_\_\_\_\_  
 (print name)

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

\_\_\_\_\_  
 Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Licensee on \_\_\_\_\_ by Certified Mail  
 No. \_\_\_\_\_



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MARGRET R. COOKE  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

September 29, 2022

Pharmacy Manager of Record  
CVS #1006  
316 North Pearl Street  
Brockton, MA 02301

Leo Lariviere  
Director, Pharmacy Regulatory Affairs  
200 Highland Corporate Drive  
Mail Code # 2325  
Cumberland, RI 02864

Re: CVS # 1006; DS2715; PHA-2022-0026

Dear Manager of Record:

Please be advised the Board of Registration in Pharmacy ("Board") reviewed the above referenced complaint against the pharmacy license of CVS #1006 ("Pharmacy") on June 2, 2022. The Board voted to refer the complaint for prosecution and to authorize resolution of the matter with a Non-Disciplinary Consent Agreement for Stayed Probation.

Enclosed please find two (2) copies of a Consent Agreement for Stayed Probation ("Agreement") which the Board proposes as a resolution to the complaint against the Pharmacy. If the Pharmacy chooses to enter into the Agreement with the Board, an authorized representative should sign and date both copies before a witness and return both copies to my attention on or before **October 20, 2022**. Please address correspondence to:

Michael Egan  
Office of the General Counsel  
Department of Public Health  
250 Washington Street, 2<sup>nd</sup> Floor  
Boston, MA 02108

The Agreement will become effective upon its receipt and execution by the Board. Thereafter, a fully executed original copy of the Agreement will be returned to you for your records.

Should the Pharmacy decide not to enter into the Agreement the Board will refer the complaint for further action and prosecution at a formal adjudicatory hearing.

Please note the Pharmacy may be represented by legal counsel in this matter. If the Pharmacy is currently represented by an attorney, please forward this correspondence to the attorney.

You may contact me at [michael.egan@mass.gov](mailto:michael.egan@mass.gov) if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Michael Egan". The signature is written in a cursive style with a long horizontal flourish at the end.

Michael C. Egan  
Board Counsel

MCE/  
Enclosures

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
CVS #1006 )  
DS2715 )

PHA-2022-0026

**NON-DISCIPLINARY  
CONSENT AGREEMENT FOR STAYED PROBATION**

The Massachusetts Board of Registration in Pharmacy ("Board") and CVS #1006 ("Licensee" or "Pharmacy"), a pharmacy licensed by the Board, DS2715, 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 conduct set forth in Paragraph 2, identified as Docket No. PHA-2022-0026 ("the Complaint").<sup>1</sup>
2. The Board and the Licensee acknowledge and agree to the following facts:
  - a. On or about January 5, 2022, the Pharmacy discovered a loss of #547 alprazolam 1mg tablets.
  - b. The Pharmacy's investigation did not determine the cause of the loss of said alprazolam.
  - c. The foregoing facts constitute a violation of 247 CMR 9.01(5) and warrant action by the Board under M.G.L. c. 112, §§ 42A and 61 and under 247 CMR 10.03(1)(a) & (v).
3. The Pharmacy agrees that its License shall be placed on PROBATION for no less than one (1) year, and that the probation shall be STAYED for one (1) year ("Stayed Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date"). The Agreement shall be non-

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

CVS #1006  
DS2715  
PHA-2022-0026

disciplinary until and unless the Board takes action pursuant to Paragraph 7 of the Agreement.

4. During the Stayed Probationary Period, the Pharmacy further agrees that it shall comply with all of the following requirements to the Board's satisfaction:
  - a. Comply with all laws and regulations governing the practice of pharmacy in Massachusetts.
  - b. Within 30 days from Effective Date, conduct an exact count of all controlled substances in Schedules III – V. The Pharmacy shall maintain documentation of the exact counts. Said documentation shall be available for review by Board investigators during the Stayed Probationary Period.
  - c. Conduct an exact count of all benzodiazepine products at least once every 30 days for a period of one year following the Effective Date. The Pharmacy shall maintain documentation of the exact counts. Said documentation shall be available for review by Board investigators during the Stayed Probationary Period.
  - d. Submit documentation demonstrating all staff were retrained in areas of inventory management, prescription production, and waiting bin management within 30 days from the Effective Date.
  - e. Maintain documentation demonstrating the area pharmacy supervisor or loss prevention manager reviewed the Pharmacy's balance on hand for all benzodiazepine products at least once every 30 days for a period of one year following the Effective Date. Said documentation shall be available for review by Board investigators during the Stayed Probationary Period.
5. 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.
6. 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 Stayed Probationary Period will terminate no sooner than one (1) year after the Effective Date upon written notice to the Licensee from the Board, and the

CVS #1006  
DS2715  
PHA-2022-0026



Licensee shall have no history of discipline upon its record related to this Agreement or the Complaint.<sup>2</sup>

7. 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 Probation Agreement requirements; or
    - iii. IMMEDIATELY SUSPEND the Pharmacy's license.
  - b. If the Board suspends the Pharmacy's license pursuant to Paragraph 7(a)(iii), 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
    - 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.
8. The Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 7, 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 license or right to renew such license.
9. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication it would possess

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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 of record.

<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.

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10. 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.
11. 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.
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13. 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.

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Witness (sign and date)

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(sign and date)

\_\_\_\_\_  
(print name)

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

\_\_\_\_\_  
Effective Date

Fully Signed Agreement Sent to Licensee on \_\_\_\_\_ by  
Certified Mail No. \_\_\_\_\_

CVS #1006  
DS2715  
PHA-2022-0026

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SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

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PHA-2022-0026

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PHA-2022-0026

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