

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
CVS #2128)
DS2720)

Docket No.: PHA-2022-0138
PHA-2022-0082

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and CVS #2128 ("Licensee" or "Pharmacy"), a pharmacy licensed by the Board, DS2720, 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-2022-0138/PHA-2022-0082 ("the Complaint").¹
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 February 17, 2022, the Pharmacy discovered a loss of #522 clonazepam 0.5mg tablets, in violation of 247 CMR 9.01(5).
 - b. The Pharmacy was unable to determine the cause of the loss.
 - c. On or about June 13, 2022, the Pharmacy discovered a loss #969 lorazepam 0.5mg tablets, #14 lorazepam 0.5mg tablets, and #2 lorazepam 0.5mg tablets, in violation of 247 CMR 9.01(5).
 - d. The Pharmacy was unable to determine the cause of the loss.

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

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3. The Board and Licensee acknowledge and agree the facts described in Paragraph 2 warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(v).
4. During the 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 of the Consent Agreement, the Pharmacy is to conduct an exact count and reconciliation of all controlled substances in Schedules III through V. The Pharmacy shall maintain documentation of the exact counts and reconciliation. Said documentation shall be immediately available for review by Board investigators at the time of inspection during the Probationary Period.
 - c. Conduct an exact count and reconciliation of all benzodiazepine products at least once every 30-days for a period of one (1) year following the Effective Date. The Pharmacy shall maintain documentation of the exact counts and reconciliation. Said documentation shall be immediately available for review by Board investigators at the time of inspection during the 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 (1) year following the Effective Date. Said documentation shall be immediately available for review by Board investigators at the time of inspection during the Probationary Period.
 - a. Said review shall take place within 48-hours of the exact count and reconciliation performed by the Pharmacy.
 - b. An online reporting form shall be completed by the pharmacy supervisor or loss prevention manager attesting that they

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reviewed the Pharmacy's balance on hand for all benzodiazepine products within 48-hours of the exact count and reconciliation performed by the Pharmacy. The Reporting form shall be emailed to the Probation Department Coordinator within 48-hours of the exact count and reconciliation performed by the Pharmacy.

- i. The reporting form may be found on the Board's website <https://www.mass.gov/lists/reporting-forms-for-the-board-of-registration-in-pharmacy> and may be emailed to the Probation Department Coordinator at Pharmacyprobation@mass.gov.

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 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 Licensee shall have no history of discipline upon its record related to this Agreement or the Complaint.²
7. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ 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. LIFT the stay, resulting in the imposition of PROBATION and rendering this Agreement disciplinary;
 - ii. EXTEND the Probationary Period or, if the stay is lifted, the Probationary Period

² 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.

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.

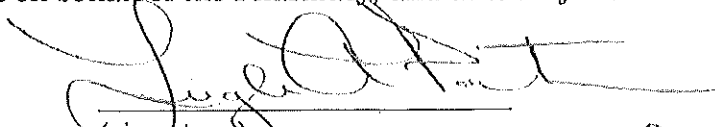
- iii. MODIFY the Probation Agreement requirements; or
 - iv. IMMEDIATELY SUSPEND the Pharmacy's license.
- b. If the Board suspends the Pharmacy's license pursuant to Paragraph 8 the suspension shall remain in effect until:
- i. the Board provides the Pharmacy written notice that the Probationary Period is to be resumed and under what terms;
 - ii. the Board and the Pharmacy sign a subsequent agreement; or
 - 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 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 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 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 it is knowingly and voluntarily waiving its right to a formal adjudication of the Complaints.
10. 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.
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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12. 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.

13. 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.

12/20/23
DATE


(signature)
David A. Sencabaugh
Sr. Mgr, Pharmacy Reg Affairs
(print name)
David Sencabaugh

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

May 14, 2024
Effective Date

Fully Signed Agreement Sent to Licensee on 5/14/24 by
Certified Mail No. 7020 0090 0000 1273 2698

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