

SUFFOLK COUNTY

In the Matter of)
CVS 799)
License No. DS3604)
Exp: 12/31/25)

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3. The Board and Licensee acknowledge and agree that based upon the information described in Paragraph 2 the Board could find the Licensee in violation of 247 CMR 9.01(5) warranting disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a) and (v).
4. The Pharmacy agrees that its pharmacy 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 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 tramadol 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 tramadol 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.
 - i. Said review shall take place within 48-hours of the exact count and reconciliation performed by the Pharmacy.
 - ii. An online reporting form shall be completed by the pharmacy supervisor or loss prevention manager attesting that they 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.

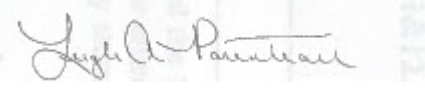
1. The [reporting form](https://www.mass.gov/lists/reporting-forms-for-the-board-of-registration-in-pharmacy) may be found on the Board's website <https://www.mass.gov/lists/reporting-forms-for-the-board-of-registration-in-pharmacy> and may be emailed to the Probation Department Coordinator at Pharmacyprobation@mass.gov.
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 no sooner than ONE (1) YEAR after the Effective Date upon written notice to the Licensee from the Board.²
8. 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. 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 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

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. 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 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 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.
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.

05/15/2024
Date


(signature)

Leigh Parenteau
(print name)

David Sencabaugh

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

5/20/24

Effective Date

Fully Signed Agreement Sent to Licensee on 5/20/24 by

Certified Mail No. 7022 3330 0001 0813 2344