

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
CVS Pharmacy #257)
License No. DS3331)
Expires December 31, 2019)

Docket Nos. PHA-2018-0006
PHA-2018-0017

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and CVS Pharmacy #257 ("Pharmacy"), a pharmacy registered by the Board, registration number DS3331 ("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 two complaints against its Registration related to the conduct set forth in Paragraph 2, identified as docket nos. PHA-2018-0006 and PHA-2018-0017 ("Complaints").

2. The Board and the Pharmacy acknowledge and agree to the following:

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- a. On December 7, 2017, the Pharmacy submitted to the Office of Public Protection ("OPP") a Board Report of Loss of Controlled Substances ("RLCS") and a DEA Form 106 Report of Theft or Loss of Controlled Substances ("DEA Form 106") for a loss of #91 oxycodone 10 mg tablets, a schedule II controlled substance, discovered on or about November 12, 2017.

- b. The Pharmacy's internal investigation determined a pharmacist most likely discarded a partially filled bottle of 10 mg oxycodone from the dispensing bench.

- c. On March 14, 2018, the Pharmacy timely submitted to OPP a RLCS and a DEA Form 106 for an unconfirmed loss of

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approximately #3400 lorazepam 0.5 mg tablets, a schedule IV controlled substance, discovered on or about March 12, 2017.

- d. On June 5, 2018, after concluding its internal investigation on April 25, 2018, the Pharmacy untimely submitted section B of the RLCS that stated the loss amounted to #1176 lorazepam 0.5 mg tablets and suspected the loss/variance arose from counting 1 mg lorazepam with 0.5 mg strength tablets.

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- e. On February 26, 2018, OPP investigators conducted a compliance inspection and observed the following:

- i. Perpetual inventory counts were not completed at least every ten days for five expired Schedule II controlled substances awaiting reverse distribution as required by 247 CMR 9.01(14); and

- ii. MOR signage did not indicate the current MOR in violation of 247 CMR 6.02(7).

- f. On March 5, 2018, an OPP investigator discovered the MOR signage was not updated per the Pharmacy's submitted Plan of Correction stating the deficiency had been corrected on February 28, 2018 in violation of 247 CMR 6.13.

3. The Pharmacy acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a), (d) and (v).

4. The Pharmacy agrees that its Registration 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 the following licensure conditions:

- 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 Schedule III-V products. The Pharmacy shall maintain documentation of the exact counts. Said documentation shall be available for review by OPP investigators during the Probationary Period.
 - c. Conduct an exact count of all benzodiazepine products at least once every 30 days for a period of twelve (12) months following the Effective Date. The Pharmacy shall maintain documentation of the exact counts. Said documentation shall be available for review by OPP investigators during the Probationary Period.
 - d. Submit documentation demonstrating all staff members were retrained in 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 modification cover pages for all benzodiazepine products at least once every 30 days for twelve (12) months following the Effective Date. Said documentation shall be available for review by OPP investigators during the Probationary Period.
6. The Board agrees that in return for the Pharmacy's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
7. If 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 Pharmacy from the Board¹.
8. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint² during the Probationary Period, the Pharmacy agrees to the following:

¹ In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

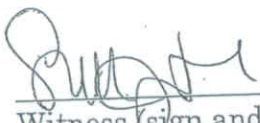
² The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that

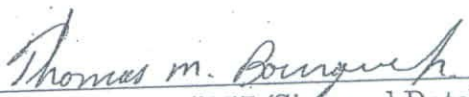
- a. The Board may upon written notice to the Pharmacy, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Pharmacy's license.
 - b. If the Board suspends the Pharmacy's Registration pursuant to Paragraph 8(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; or
 - 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.
9. The Pharmacy agrees that if the Board suspends its Registration in accordance with Paragraph 8, it will immediately return its current Registration 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 Registration or right to renew its Registration.
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

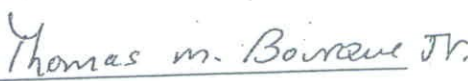
the Pharmacy engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Pharmacy shall have an opportunity to respond.


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 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 of disciplinary action by the Board. 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 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)
8/15/18


CVS Pharmacy #257 (Sign and Date)


Print Name


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

August 17, 2018
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 8/20/18 by

Certified Mail No. 7017 0530 0000 0551 8574

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