

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
CVS Pharmacy #8972)
Registration No. DS89677)
Expires: December 31, 2017)

Docket No. PHA-2016-0039

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and CVS Pharmacy #8972 ("Pharmacy" or "Licensee"), DS89677, located in Boston, Massachusetts, 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 pharmacy license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2016-0039.¹
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. Board investigators inspected the pharmacy on or about March 30, 2015. During the inspection, Board investigators observed the following deficiencies:
 - i. Failure to maintain refrigerators at the appropriate temperature, in violation of 247 CMR 9.01(10) and Board Policy 2011-01; and
 - ii. Failure to consistently log refrigerator temperatures, in violation of 247 CMR 9.01(10) and Board Policy 2011-01.

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

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- b. Board investigators inspected the Pharmacy on or about June 9, 2016. During the inspection, Board investigators again observed the Pharmacy failed to maintain refrigerators at the appropriate temperature, in violation of 247 CMR 9.01(10) and Board Policy 2011-01.
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.
4. The Pharmacy agrees that its 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 Licensee further agrees that it shall comply with all the following requirements to the Board's satisfaction:
 - a. Comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
 - b. Submit documentation demonstrating that the pharmacy Manager of Record and all pharmacists employed at the pharmacy have read and reviewed Board Policy 2011-01: Proper Storage of Refrigerated and Frozen Medications in Pharmacy.
 - c. Conduct quarterly self-inspections utilizing the Board's Compliance Inspection Report, located on the Board's website: <http://www.mass.gov/eohhs/docs/dph/quality/boards/pharmacy/compliance-inspection-tool.pdf>. The pharmacy shall submit the results of each quarterly self-inspection (completed Compliance Inspection Report) in March 2017, June 2017, September 2017, and December 2017.
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 Board².
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; 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 license 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.

² 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.

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.

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 its 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 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.

[Signature]
Witness (sign and date)

[Signature] 12/21/16
CVS Pharmacy #8972 (Sign and Date)

Karen Distefano
Print Name
Director, Pharmacy Regulatory Affairs

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

12/22/16
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 11/5/17 by
Certified Mail No. 7016 0340 0000 4975 9902