

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
Eaton Apothecary #3060 )  
DS89885 )  
Expires: December 31, 2017 )

PHA-2016-0041

**CONSENT AGREEMENT FOR PROBATION**

The Massachusetts Board of Registration in Pharmacy ("Board") and Eaton Apothecary #3060 ("Pharmacy" or "Licensee"), DS89885, 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-2016-0041.<sup>1</sup>
2. The Board and the Pharmacy acknowledge and agree to the following facts:
  - a. During the period from September 2013 through January 2016 at its current address, and January 2012 to September 2013 at its prior address, the Pharmacy dispensed Schedule II controlled substances on 2,011 occasions without a valid prescription. On each occasion, the pharmacy dispensed Schedule II drugs after receiving a faxed request from Upham's Elder Service Plan / PACE ("Upham's"), whose physicians treat patients in adult day care centers, nursing homes, and assisted living facilities. The pharmacy prepared and printed a computerized prescription form for each order. After dispensing the Schedule II controlled substances, the pharmacy delivered the printed prescriptions in bulk to the Medical Director of Upham's, who signed them.

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

- b. During the period from January 21, 2015 through January 21, 2016, the Pharmacy dispensed Schedule II narcotics for a greater than 30 day supply on numerous occasions.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 is a violation M.G.L. c. 94C, §§ 17 & 23, 21 U.S.C. § 829(a), and 21 C.F.R. § 1306.11(a) and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(b), (v), and (x).
  4. The Pharmacy agrees that its license shall be placed on PROBATION for two (2) years ("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 in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
  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 **two (2) years** after the Effective Date upon written notice to the Pharmacy from the Board<sup>2</sup>.
  8. 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; and/or
      - ii. **MODIFY** the Probation Agreement requirements; and/or
      - iii. **IMMEDIATELY SUSPEND** the Pharmacy's registration.

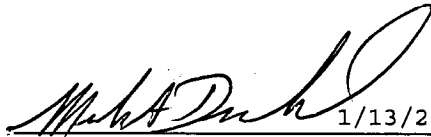
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<sup>2</sup> In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

<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.

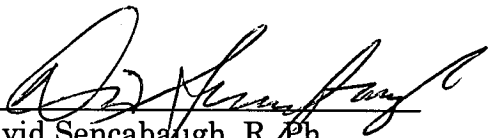
- b. If the Board suspends the Pharmacy's registration pursuant to Paragraph 8(a)(iii), the suspension shall remain in effect until:
      - i. the Board provides the Pharmacy written notice that the Probationary Period is to be resumed and under what terms; or
      - ii. the Board and the Pharmacy sign a subsequent agreement; or
      - iii. the Board issues a written final decision and order.
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 may 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 certifies that it has read this Agreement. 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.

  
1/13/2017  
Witness (sign and date)

  
1/13/2017  
Signature and Date

John H. Lynch, III, VP Operations  
Print Name

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

2-1-17  
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 2/22/17 by  
Certified  
Mail No. 7016 1370 0001 4117 1969