

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Fenway Pharmacy)
DS89656)

PHA-2018-0013

CONSENT AGREEMENT FOR REPRIMAND

The Massachusetts Board of Registration in Pharmacy ("Board") and Fenway Pharmacy ("Pharmacy" or "Licensee"), a pharmacy licensed by the Board, DS89656, 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 Massachusetts pharmacy license related to the conduct set forth in Paragraph 2, identified as Docket Number PHA-2018-0013 ("Complaint").
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. Fenway Health Center ("Clinic"), a clinic, operates two retail pharmacy locations:
 - i. Fenway Pharmacy, DS89656, located at 1340 Boylston Street in Boston, Massachusetts ("Pharmacy"); and
 - ii. Fenway Pharmacy, DS3583, located at 142 Berkeley Street in Boston, Massachusetts.
 - b. During an inspection of the Pharmacy on or about April 24, 2017, Board investigators observed the following:
 - i. The Pharmacy utilized the Massachusetts controlled substances registration and federal Drug Enforcement Administration registration ("Registrations") **assigned to the Clinic**, Fenway Health Center, in order to obtain medications for use in the Clinic.
 - ii. The Pharmacy placed orders for medications utilizing the Clinic's Registrations.
 - iii. The Pharmacy received and stored medications it obtained utilizing the Clinic's Registrations.
 - iv. The Pharmacy supplied medications it obtained utilizing the Clinic's Registrations to the Clinic for use in the Clinic.

v. The Pharmacy Manager of Record was advised by Board investigators that it was not permitted to utilize the Clinic's Registrations in order to obtain medication and/or supply medication to the Clinic. The Manager of Record indicated that clinic medications would be changed to clinic accounts.


c. During an inspection of the Pharmacy on or about March 7, 2018, Board investigators again observed the Pharmacy utilized the Clinic's Registrations in order to obtain medication for the Clinic, receive and store inventory, and supply medications to medical staff for use in the Clinic.

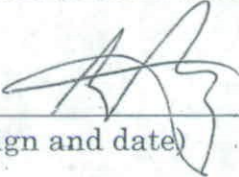
3. The Pharmacy acknowledges that the facts described in Paragraph 2 warrant disciplinary action by the Board under M.G.L. c. 12, §§ 42A & 61 and 247 CMR 10.03(1)(v).
4. The Pharmacy agrees that the Board shall impose a REPRIMAND on its license based on the facts admitted in Paragraph 2, effective as of the date on which the Board signs this Agreement ("Effective Date").
5. The Board agrees that in return for the Pharmacy's execution and successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.
6. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication the Pharmacy 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 the Pharmacy is knowingly and voluntarily waiving its right to a formal adjudication of the Complaint.
7. 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.
8. The Pharmacy acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7. The Board may forward a copy of this Agreement to other licensing boards, law

Fenway Pharmacy
 DS89656
 PHA-2018-0013

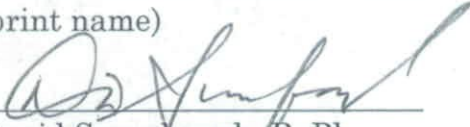
enforcement entities, and other individuals or entities as required or permitted by law.

9. 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.
10. 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.

 2/14/19
Witness (sign and date)

 2/14/19
(sign and date)

Del Itzhak
(print name)


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

2-28-19
Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Licensee on 3/1/19 by Certified Mail
No. 7017 2420 0000 0142 2345