

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
G Medical LLC dba)
Pharmaceutics)
License #: WD488)
Exp: 11/30/2024)

Docket No.: PHA-2023-0013
CAS-2022-1294

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and G Medical LLC dba Pharmaceutics ("Licensee"), a wholesale distributor licensed by the Board, WD488, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges the Board opened a complaint against its wholesale distributor license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2023-0013 ("the Complaint").¹
2. The Licensee and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:
 - a. Effective December 21, 2022, Licensee entered into a Memorandum of Understanding (MOU) with the United States Drug Enforcement Administration (DEA) for a period of three (3) years to resolve violations of Federal regulations in 21 CFR 1301.
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 7.04(9) and warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(a).
4. The Licensee agrees that its wholesale distributor license shall be placed on PROBATION for three (3) years ("Probationary Period"), and that

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

probationary period shall be applied from December 21, 2022 through December 21, 2025.

5. During the Probationary Period, the Licensee agrees that it shall comply with all laws and regulations governing the practice of pharmacy and wholesale distribution.
6. The Board agrees that in return for the Licensee'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 Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate on or about December 21, 2025 upon written notice to the Licensee from the Board.²
8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Licensee agrees to the following:
 - a. The Board may upon written notice to the Licensee, 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 wholesale distributor license.
 - b. If the Board suspends the Licensee's license pursuant to Paragraph 8 the suspension shall remain in effect until:
 - i. the Board provides the Licensee written notice that the Probationary Period is to be resumed and under what terms;
 - ii. the Board and the Licensee 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 Execution Date concerning acts, omissions, or events occurring after the Execution Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee 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 Licensee 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 Licensee further agrees that upon said suspension, it will no longer be authorized to operate as a wholesale distributor in the Commonwealth of Massachusetts and shall not in any way represent itself as a wholesale distributor until such time as the Board reinstates license or right to renew such license.
10. The Licensee 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 Licensee further understands that by executing this Agreement it is knowingly and voluntarily waiving its right to a formal adjudication of the Complaints.
11. The Licensee 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 Licensee acknowledges that after execution by all parties, 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 Licensee 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 Licensee, and that they have read this Agreement.

12/12/23
Date


(signature) Manager

Andrew Gosman
(print name)
David Sencabaugh

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

December 18, 2023
Execution Date

Fully Signed Agreement Sent to Licensee on 12/18/2023 by

Certified Mail No. 7020 0090 0000 1273 4265