COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION IN PHARMACY

Received
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BOARD OF PHARMACY

In the Matter of)	
Georgetown Pharmacy)	Docket No. PHA-2010-0184
Pharmacy Registration No. DS3001)	
Joseph G. Lamonica, R.Ph.)	Docket No. PHA-2011-0015
Pharmacist Registration No. PH14631)	

CONSENT AGREEMENT

The Board of Registration in Pharmacy ("Board"), **GEORGETOWN PHARMACY** (Pharmacy Registration No. DS3001), located at 48-50 Central Street in Georgetown, Massachusetts ("Registrant"or "Pharmacy"), and **JOSEPH G. LAMONICA,** R.Ph. (Pharmacist License No. PH14631), owner and Manager of Record of Registrant ("Licensee"), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the files of the Registrant and Licensee that are maintained by the Board:

1. The parties enter into this Consent Agreement ("Agreement") to resolve disputed matters arising out of the complaints pending before the Board regarding Registrant and Licensee as Docket Nos. PHA20100184 and PHA20110015 respectively (jointly the "Complaints").

2. The Pharmacy acknowledges and agrees that Board Investigators inspected the Pharmacy on October 8, 2010 and observed multiple statutory and regulatory violations pertaining to the practice of pharmacy, including, but not limited to:

   a. Registrant failed to maintain Pharmacy records and conduct inventories in compliance with federal and state laws and regulations, including the Board regulations (247 CMR), in violation of 247 CMR sections 6.07 (b), 7.00, 9.01(1) and 9.01(14); and
   b. Registrant failed to complete a required DEA Form 222 when providing methadone to Baldpate Hospital, located at 83 Baldpate Road in Georgetown, Massachusetts, on multiple dates, in violation of 247 CMR section 9.01(1) and 21 CFR 1305.12 (b).

3. Accordingly, Registrant and Licensee acknowledge and agree:

   a. that the statutory and regulatory violations described in Paragraph 2 constitute professional misconduct warranting disciplinary action by the Board, pursuant to M.G.L. c.112, §§ 42A and 61 and 247 CMR sections 9.01(1); 10.03(1)(a), 10.03(1)(b), 10.03(1)(e), 10.03 (1)(u), 10.03 (1)(v) and 10.03 (1)(w);
   b. that the Pharmacy registration is hereby placed on PROBATIONARY STATUS for the two-year period commencing on the Effective Date of the Agreement ("Probationary Period"). Termination of the Probationary Period shall be governed by Paragraph 4 of the Agreement;

c. to submit a copy of the Pharmacy's updated policies and procedures regarding pharmacy security and accountability of controlled substances to the Board for review within 30 days of the Effective Date of the Agreement;

d. to provide written confirmation to the Board, within ten (10) days of the Effective Date of the Agreement, that the current Manager of Record at Georgetown Pharmacy has completed a Board "Self-Inspection Form". The Manager of Record must complete a Self-Inspection Form (signed and dated) every six (6) months and maintain a copy of the form on pharmacy premises, readily retrievable at Board request, for a minimum period of two years from the Effective Date of the Agreement; and

e. the Pharmacy shall provide specific information and documentation to the Board during the Probationary Period as may be requested to determine compliance of Pharmacy operations with the Agreement and federal and state statutes and regulations.

4. Accordingly, Licensee acknowledges and agrees:

   a. that the improper dispensing and regulatory violations described in Paragraph 2 constitutes conduct warranting disciplinary action by the Board, pursuant to M.G.L. c.112, §§ 42A and 61 and 247 CMR sections 9.01(1), 10.03(1)(a); 10.03(1)(b); 10.03(1)(e), 10.03 (1)(u), 10.03 (1)(v) and 10.03(1)(w);

   b. that the Licensee's Pharmacist license is hereby placed on PROBATIONARY STATUS for a minimum two (2) year period commencing on the Effective Date of the Agreement ("Probationary Period"). Termination of the Probationary Period regarding shall be governed by Paragraph 4 of the Agreement; and

   c. Within six (6) months of the Effective Date of the Agreement, Licensee shall complete five (5) continuing education (CE) hours of PHARMACY LAW and submit the ORIGINAL CE certificates of completion to the Board along with a copy of the Agreement by that date. The Licensee may not use these CEs for CE license renewal requirements for the years 2011 and 2012.

5. The Agreement and its contents shall be incorporated into the records maintained by the Board. The Agreement is a public record subject to disclosure to the public and equivalent state licensing boards.

6. The Board agrees that in return for execution of the Agreement, the Board will not advance the prosecution of the Registrant and Licensee pursuant to the Complaints; any and all other rights of the Board to take action within the scope of its authority are expressly reserved.

7. The Registrant and Licensee understands and agrees that, at any time during the Probationary Period, upon a determination by the Board of any violation of any of the terms and conditions of this Agreement, or any violation of the applicable laws, rules and regulations governing the practice of pharmacy, the Board may seek to immediately suspend the respective registration and license of the Registrant and Licensee without the requirement of further proceedings pursuant to G.L. c. 30A for a period of time deemed necessary by the Board.

8. The Registrant and Licensee acknowledge and agree that should the Registrant or Licensee be found to have violated any of the statutes and/or regulations governing the practice of pharmacy for conduct occurring during the Probationary Period, the Board may consider the practices described in Paragraph 2 and more fully described in the Complaint in determining an appropriate sanction for the subsequent offense.

9. The Registrant and Licensee acknowledge and agree that the decision to enter into the Agreement and to accept the terms and conditions herein described is a final act and is not subject to reconsideration or judicial review.

10. The Registrant and Licensee acknowledge that legal counsel was consulted in connection with the decision to enter into the Agreement or, if not, that the Registrant and Licensee had an opportunity to do so.

11. The Registrant and Licensee acknowledge by executing this Agreement, the Registrant and Licensee are waiving the right to a formal hearing at which the Registrant and Licensee would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to offer testify on its own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in G.L. c. 30A and 801 CMR 1.01 *et seq*. The Registrant and Licensee in executing this Agreement state that in executing this document entitled "Consent Agreement", the Registrant and Licensee are knowingly and voluntarily waiving all right to a formal hearing and to all of the above listed rights.

On this 4th day of March, 2011, before me, the undersigned notary public, personally appeared Joseph G. Lamonica proved to me through satisfactory evidence of identification, which were MA DL, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Cristina J. Sclafani

Cristina J. Sclafani
Notary Public

Cristina J. Sclafani
Notary Public
My Commission Expires June 10, 2016
Commonwealth of Massachusetts

Georgetown Pharmacy
Pharmacy Registration No. 3001
By: Joseph G. DeLamonica
Title: PRESIDENT

Joseph G. Lamonica, R.Ph.
Pharmacist Registration No. 14631
Joseph G Lamonica
Date: 3/4/11

BOARD OF REGISTRATION IN PHARMACY
By:
Stanley B. Walcyzk, R.Ph
President
Effective Date: 3/11/2011

Decision ID. No. 2507 & 2508