

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Hamid Mohaghegh, R.Ph.)
License No. PH17643)
Expires December 31, 2018)
_____)

Docket No. PHA-2016-0230

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Hamid Mohaghegh ("Licensee"), license no. PH17643 ("License")¹, 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 that a complaint has been opened by the Board against his License related to the conduct set forth in Paragraph 2, identified as docket no. PHA-2016-0230.
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. Between April 13, 2016 and August 4, 2016, Office of Public Protection investigators and federal Drug Enforcement Administration ("DEA") diversion investigators conducted site visits at eight Family Pharmacy, Inc. locations.
 - b. Licensee was the owner of Family Pharmacy, Inc. ("Pharmacy") at all times relevant to the conduct described in paragraph 2 and had the authority to supervise, control and manage the operations of the Pharmacy.
 - c. As a result of the eight site visits, the following deficiencies were observed:

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

- i. The Pharmacy failed to maintain prescription records for two years and stored prescription records off site without DEA approval in violation of 21 CFR 1304.04(a) and 247 CMR 9.01(1);
 - ii. The Pharmacy failed to maintain complete and accurate records of all controlled substance transfers that were readily retrievable in violation of 21 CFR 1304.03 and 247 CMR 9.01(1);
 - iii. The Pharmacy failed to ensure that transfer documents contained all required information in violation of 21 CFR 1304.22(c) and 247 CMR 9.01(1);
 - iv. The Pharmacy failed to maintain Schedule II transfer forms and DEA 222 forms separate from all other records in violation of 21 CFR 1304.04(f) and 247 CMR 9.01(1);
 - v. The Pharmacy failed to maintain controls and procedures to guard against theft and diversion of controlled substances by permitting pharmacy technicians access to Schedule II safe in violation of 21 CFR 1301.71 and 247 CMR 9.01(1); and
 - vi. The Pharmacy failed to ensure Power of Attorney granted by the proper authority in violation of 21 CFR 1305.05(d) and 247 CMR 9.01(1).
3. The Licensee acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1).
4. The Licensee agrees that his 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 he shall comply with all the following requirements to the Board's satisfaction:
 - a. Comply with all laws and regulations governing the practice of pharmacy.

- b. Notify the Board in writing within ten (10) days of each change in his name and address.
 - c. Timely renew his License.
 - d. Submit documentation demonstrating successful completion of at least thirty (30) contact hours of continuing education in the area of Regulatory Law.²
 - e. Submit an attestation to the Board that Licensee has read and reviewed 247 CMR and M.G.L. c. 94C in their entirety.
 - f. Submit an attestation to the Board that Licensee has re-read the DEA Handbook.
 - g. Submit copies of self-inspections for all remaining Pharmacy locations.
6. The Board agrees that in return for the Licensee's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
7. If the Licensee 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 Licensee from the Board.³
8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint⁴ 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:


² This continuing education requirement shall be *in addition to* any contact hours required for license renewal.

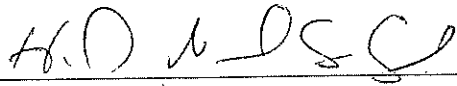
³ In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address of record.

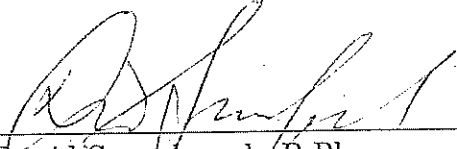
⁴ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

- i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's License.
- b. If the Board suspends the Licensee's license pursuant to Paragraph 8(a)(iii), 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; or
 - ii. the Board and the Licensee 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.
9. The Licensee agrees that if the Board suspends his License in accordance with Paragraph 8, he will immediately return his current License to the Board, by hand or certified mail. The Licensee further agrees that upon said suspension, he will no longer be authorized to operate as a pharmacist in the Commonwealth of Massachusetts and shall not in any way represent himself as a pharmacist until such time as the Board reinstates his License or right to renew his License.
10. The Licensee understands that he has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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 he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaint.
11. The Licensee acknowledges that he has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.

12. The Licensee 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 Licensee certifies that he has read this Agreement. 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.

 2/12/18
Witness (sign and date)

 2/12/18
Hamid Mohaghegh, R.Ph.
(sign and date)


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

2-22-18
Effective Date of Agreement

Fully Signed Agreement Sent to Registrant on 2/22/18 by

Certified Mail No. 7017 0530 0000 0551 5917