

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of  
**INFUSION RESOURCE LLC**

Registration No. DS89704  
Exp. 12/31/2013

Docket No. PHA-2012-0217

**VOLUNTARY SURRENDER AGREEMENT**

The Board of Registration in Pharmacy (Board) and Infusion Resource LLC, a pharmacy licensed by the Board (DS89704) located at [REDACTED] Massachusetts (Pharmacy), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the files of the Pharmacy that are maintained by the Board:

1. The parties enter into this Voluntary Surrender Agreement (Agreement) to resolve matters arising out of above-referenced Complaint Docket No. PHA-2012-0217 (Complaint) pending before the Board regarding the Pharmacy.
2. The Pharmacy acknowledges and agrees that this Agreement is being entered into pursuant to Massachusetts General Laws (G.L.) Chapter 112, Section 61 for the purpose and with the intent of resolving the Complaint regarding Pharmacy compounding practices and procedures and observed Pharmacy conditions; including but not limited to, Pharmacy compounding practices in the preparation of certain sterile products required to be prepared in accordance with United States Pharmacopeia (USP) <Standards 797> Pharmaceutical Compounding – Sterile Preparations, in accordance with Board regulations 247 CMR sections 9.01 and 10.03.
3. The Pharmacy acknowledges and voluntarily agrees to SURRENDER Pharmacy Registration No. DS89704 to the Board in resolution of the Complaint, effective as of the date the Pharmacy executes this Agreement.
4. The Pharmacy acknowledges and agrees that the surrender of Pharmacy Registration No. DS89704 to the Board shall continue until such time as the Board may determine that any time period and any conditions exist pursuant to which the Pharmacy may apply for the issuance of a new license or the reinstatement of any license previously issued to the Pharmacy. The Board makes no representations hereunder that any conditions for application in the future have been determined or will be determined by the Board.
5. This Agreement and its contents shall be incorporated into the records maintained by the Board. This Agreement is a public record subject to disclosure to the public.
6. The Board agrees that in return for execution of this Agreement by the Pharmacy, the Board will not advance the prosecution of the Pharmacy pursuant to the Complaint. Any and all other rights of the Board to take action within the scope of its authority are expressly reserved.

7. The Pharmacy understands and agrees that the decision to enter into this Agreement and to accept the terms and conditions herein described is a final act and is not subject to reconsideration or judicial review.

8. The Pharmacy has consulted legal counsel in connection with the decision to enter into this Agreement and if it has not done so, it has been provided the opportunity to consult legal counsel.

9. The Pharmacy certifies review of this document titled "Voluntary Surrender Agreement". The Pharmacy states that, by executing this Agreement, the Pharmacy is knowingly waiving any and all right to a formal hearing regarding the Complaint at which hearing the Pharmacy would possess the right to call witnesses, to confront and cross-examine witnesses, to present evidence, to present testify on its 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 Pharmacy acknowledges and agrees that executing this document entitled "Voluntary Surrender Agreement" constitutes a knowing and voluntary waiver of any and all rights to a formal hearing and to all of the above listed rights.

INFUSION RESOURCE LLC  
MA Pharmacy Reg. No. DS89704  
By Counsel: [REDACTED]  
Effective Date: 10-27-12

BOARD OF REGISTRATION  
IN PHARMACY

[REDACTED]  
James T. DeVita, R.Ph.  
President  
Date: October 27, 2012

Board Decision No. 3071