

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
IntegriScript, Inc. )  
Registration No. DS89726 )  
Expires December 31, 2015 )

PHA-2014-0127

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and IntegriScript, Inc. ("Pharmacy" or "Licensee" or "IntegriScript"), DS89726, 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 that the Board opened a complaint against its Massachusetts pharmacy license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2014-0127.<sup>1</sup>
2. The Board and the Pharmacy acknowledge and agree to the following facts:
  - a. On or about July 15, 2013, an order for Levemir 8 units was incorrectly entered into the system as Levemir 80 units. This order was not filled until August 22, 2013.
  - b. On or about August 22, 2013, the order for Levemir was improperly processed and verified, with the result that the Pharmacy dispensed 80 units of Levemir rather than 8 units as prescribed.
  - c. The pharmacy did not have any record of a written order or prescription pertaining to the Levemir it dispensed.
  - d. On or about July 16, 2013, an order for Flexeril 5 mg at bedtime for 1 week was incorrectly entered into the system as Flexeril 5 mg at 6:00 AM.

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<sup>1</sup> The term "license" applies to both a current license and the right to renew an expired license.

- e. On or about July 16, 2013, the order for Flexeril was improperly processed and verified, with the result that the Pharmacy dispensed Flexeril 5 mg at 6:00 AM (#30 tablets) with 6 refills rather than Flexeril 5 mg at bedtime for 1 week (# 7 tablets) as prescribed.
  - f. The foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(v).
3. The Pharmacy agrees that its license shall be placed on PROBATION for two (2) years ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
4. During the Probationary Period, the Pharmacy agrees that it shall comply with all of the following requirements to the Board's satisfaction:
  - a. Comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
  - b. Submit to the Board, within 90 days of the Effective Date, documentation demonstrating the Pharmacy implemented a Continuous Quality Improvement Program for the purpose of detecting, documenting, assessing, and preventing Quality Related Events.
  - c. Submit to the Board, within 90 days of the Effective Date, documentation that the Pharmacy implemented policies and procedures to ensure that new pharmacists and new pharmacy technicians are properly and adequately trained.
5. The Board agrees that in return for the Pharmacy's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
6. If the Pharmacy has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate two (2) years after the Effective Date upon written notice to the Pharmacy from the Board<sup>2</sup>.

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<sup>2</sup> In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

7. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint<sup>3</sup> during the Probationary Period, the Pharmacy agrees to the following:
- a. The Board may upon written notice to the Pharmacy, as warranted to protect the public health, safety, or welfare:
    - i. EXTEND the Probationary Period; and/or
    - ii. MODIFY the Probation Agreement requirements; and/or
    - iii. IMMEDIATELY SUSPEND the Pharmacy's registration, provided that before suspending the Pharmacy's registration the Board makes a determination that (a) the Pharmacy's material non-compliance or (b) the event or events giving rise to the Subsequent Complaint constitute an immediate or serious threat to the public health, safety, or welfare.
  - b. If the Board suspends the Pharmacy's registration pursuant to Paragraph 7(a)(iii), the Pharmacy shall have the right to a hearing pursuant to 247 CMR 10.07 within seven days of the Board's action. Such hearing shall be limited to the determination of the necessity of the summary action. The suspension shall remain in effect until the earlier of:
    - i. a determination after the hearing provided pursuant to 247 CMR 10.07 that the summary action was not necessary to protect the public from an immediate or serious threat to the public health, safety or welfare; or
    - ii. the Board provides the Pharmacy written notice that the Probationary Period is to be resumed and under what terms; or
    - iii. the Board and the Pharmacy sign a subsequent agreement; or
    - iv. 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.

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<sup>3</sup> 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 Pharmacy engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Pharmacy shall have an opportunity to respond.

8. The Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 7, it will immediately return its current Massachusetts license to the Board, by hand or certified mail. The Pharmacy further agrees that upon said suspension, it will no longer be authorized to operate as a pharmacy in the Commonwealth of Massachusetts and shall not in any way represent itself as a pharmacy until such time as the Board reinstates its license or right to renew such license.
9. The Pharmacy 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 Pharmacy further understands that by executing this Agreement it is knowingly and voluntarily waiving its right to a formal adjudication of the Complaints.
10. 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.
11. The Pharmacy 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.
12. 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.

13. The Pharmacy agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

Lynn K. Murphy 5-5-15  
Witness (sign and date)

Wm C Jones - 5/5/15  
IntegriScript, Inc.  
Signature and Date

William C Jones, Jr. - President  
Print Name

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

5-11-15  
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 5/11/15 by  
Certified Mail No. 7069 2250 0001 8154 9067