

Received

OCT 18 2013

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
JESSICA PAULINE )  
PH26390 )

PHA-2013-0073

**CONSENT AGREEMENT FOR PROBATION**

The Massachusetts Board of Registration in Pharmacy ("Board") and Jessica Pauline ("Licensee"), PH26390, 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. Licensee acknowledges that the Board opened a complaint against her Massachusetts pharmacy license<sup>1</sup> related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2013-0073.
2. The Board and Licensee acknowledge and agree to the following facts:
  - a. The Licensee was the Manager of Record of West River Pharmacy ("West River"), DS3572, from approximately May 28, 2012 until November 12, 2012.
  - b. As described in 247 CMR 6.07, Licensee, as manager of record, was responsible for the operation of the West River in compliance with 247 CMR 2.00 et seq. and applicable state and federal laws and regulations.

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

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c. On or about October 17, 2012, West River submitted an Attestation of Compliance to the Board attesting that West River was engaged in the compounding of sterile preparations and attesting that all sterile compounding practices were in compliance with all Massachusetts Board of Registration in Pharmacy regulations (247 CMR) and USP Standard <797> in the compounding of sterile preparations. The attestation was signed by the Licensee, Jessica Pauline.

d. Board investigators conducted an unannounced inspection of West River on or about December 19 & 20, 2012. During the inspection, Board investigators observed West River to be non-complaint with 247 CMR 9.01 and United States Pharmacopoeia ("USP") Standard <797> Pharmaceutical Compounding – Sterile Preparations, with regard to its compounding of sterile medications.

e. As a result of West River's non-compliance, on or about December 20, 2012, West River was notified to immediately cease the preparation and dispensing of sterile compounded medications, and quarantine all sterile compounded medications on West River's premises.

3. Licensee agrees the conduct described in Paragraph 2 of this Agreement warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and under 247 CMR 10.03.
4. The Licensee agrees that her pharmacist 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 she shall comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.

6. During the Probationary Period, and within 180 days of the effective date of this agreement, the Licensee agrees to complete a certificate program in sterile compounding that is approved by the Board and that is separate from and in addition to any training she has received from her employer. The Licensee agrees to submit a written proof of successful completion of said certificate program in within 180 days of the Effective Date of this Agreement.
7. The Board agrees that in return for Licensee's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
8. 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<sup>2</sup>.
9. If the Licensee 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 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; and/or
    - ii. MODIFY the Probation Agreement requirements; and/or
    - iii. IMMEDIATELY SUSPEND the Licensee's pharmacist license.
  - b. If the Board suspends the Licensee's pharmacist license pursuant to Paragraph 9 (a) (iii), the suspension shall remain in effect until:

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<sup>2</sup> 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.

<sup>3</sup> The term "Subsequent Complaint" means any complaint concerning acts, omissions, or events occurring after the December 19 & 20, 2012 inspection of West River or any complaint concerning acts, omissions, or events unrelated to the Licensee's role as Manager of Record of West River, 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. the Board provides Licensee written notice that the Probationary Period is to be resumed and under what terms; or
  - ii. the Board and 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.
10. Licensee agrees that if the Board suspends her pharmacist license in accordance with Paragraph 9, she will immediately return her current Massachusetts pharmacist license to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, she will no longer be authorized to practice as a pharmacist, work as a pharmacy technician, work in any pharmacy related position, or work in any pharmacy setting in the Commonwealth and shall not in any way represent herself as a pharmacist until such time as the Board reinstates her pharmacist license or right to renew such license.
11. Licensee understands that she has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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 she is knowingly and voluntarily waiving her right to a formal adjudication of the Complaint.
12. The Registrant acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
13. 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.

14. The Licensee certifies that she 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.

Barbara J. Knight 10/15/13  
Witness (sign and date)

J.P. 10/15/13  
Jessica Pauline  
Signature and Date

Jessica Pauline  
Print Name

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

10-21-13  
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 10/25/13 -by  
Certified  
Mail No. 7012 3460 00017330 8284