

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Joseph Chammas, R.Ph.)
License No. PH23039)
Expires December 31, 2020)
_____)

Docket No. PHA-2018-0073

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Joseph Chammas ("Licensee"), license no. PH23039 ("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-2018-0073 ("Complaint").
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. On or about June 19, 2018, Office of Public Protection ("OPP") investigators conducted a <795> pharmacy compliance inspection ("inspection") of Sudbury Pharmacy ("Pharmacy"), located 447 Boston Post Road in Sudbury, Massachusetts.
 - b. At all times relevant to the Complaint's allegations, Licensee owned the Pharmacy, and served as the Pharmacy's Manager of Record ("MOR").
 - c. During the inspection, OPP investigators observed that the Pharmacy had compounded Gentamicin® in sodium chloride intended for bladder irrigation in a non-aseptic manner and assigned a beyond use date of 14 days, both contrary to USP <797>.

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


- d. OPP investigators also observed that the Pharmacy had compounded Gentamicin® in sodium chloride intended for bladder irrigation without using a Board inspected clean room pursuant to 247 CMR 6.01(5)(c).
 - e. Pharmacy had compounded and dispensed 22 prescriptions for Gentamicin® in the manner described in paragraph 2(c) and 2(d) in the twelve months prior to the inspection.
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)(a) and (v).
 4. The Licensee agrees that his license shall be placed on PROBATION for **one (1) year** ("Probationary Period"), commencing on October 24, 2018 ("Effective Date").
 5. During the Probationary Period, the Licensee agrees that he shall comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
 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 Board².
 8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Licensee agrees to the following:

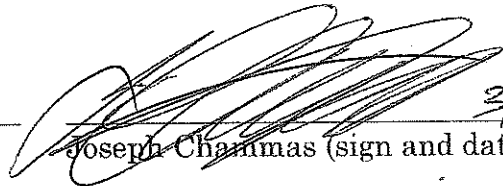
² In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.


³ 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.

- 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 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 Complaints.
11. The Licensee acknowledges that he has conferred with 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.

 3/4/2020
Witness (sign and date)

 3/4/2020
Joseph Chammas (sign and date)

 3/9/2020
David Sencabaugh, R.Ph.
Executive Director
Board of Registration in Pharmacy

3/9/2020
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on March 9, 2020 by
Certified Mail No. 7019 1120 0000 7926 5192