

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Jufang Shi)
PH27349)

PHA-2021-0073

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Jufang Shi ("Licensee"), a pharmacist licensed by the Board, PH27349, 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 the Board opened a complaint against her Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2021-0073.¹
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. From approximately May 2016 to approximately August 2021, Licensee owned and operated OakmontScript Limited Partnership ("Distributor").
 - b. Prior to acquiring the requisite DEA Distributor Certificate of Registration (COR), Licensee oversaw Distributor's exportation of:
 - i. Diazepam 10 mg gel in or around May 2017;
 - ii. Briviact 10mg and 100 mg tablets on or about August 2, 2017;
 - iii. Belviq 10mg tablets on or about November 1, 2017;
 - iv. Lyrica 25mg, 50mg, 75mg, 100mg, 150mg, 200mg, and 225 mg capsules on or about November 20, 2017; and
 - v. Belviq XR 20mg tablets on or about December 1, 2017.
 - c. Without the authorized Administration Controlled Substances Code Number, Licensee oversaw Distributor's exportation of:

¹ The term "license" includes a current license and the right to renew an expired license.

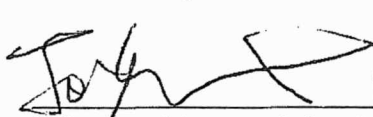
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- i. Briviact 50mg and 100mg tablets on or about October 26, 2018, or November 2 2018
 - ii. Belviq 10mg tablets on or about February 15, 2019, or May 8, 2019
 - iii. Clobazam 10mg tablets on or about March 5, 2019
- d. In or around January 2017, an employee of Distributor falsified its DEA Distributor COR to set up an account with another wholesale distributor. In response, Licensee assigned said employee different duties, and allowed said employee to continue with their employment.
- e. At the direction of Licensee, Distributor domestically distributed #30 Lunesta 1 mg tablets and 3 bottles of #100 Lunesta 3 mg tablets to a non-DEA registered individual on or about May 21, 2018.
- f. So as to fulfill prescriptions for underage patients in China, Licensee oversaw Distributor's exportation of:
 - i. Diazepam 10 mg gel in or around May of 2017 for a prescription written by a prescriber who was not a DEA registrant
 - ii. Clobazam 10 mg tablets on or about March 5, 2019 for a prescription written by a prescriber who was not a DEA registrant
- g. From March 8, 2021 to March 12, 2021, Licensee represented Distributor in a hearing concerning the DEA's issued Order to Show cause for revocation of Distributor's COR.
- h. In the Recommended Decision dated June 11, 2021, the U.S. Administrative Law Judge stated that the Government had met its prima facie case for revocation, and that the Distributor posed an ongoing threat to public health and safety.
- i. The aforementioned Recommended Decision also stated that Distributor failed to properly maintain its records, making it difficult, if not at times impossible, to sufficiently review the distribution or exportation of controlled substances.
- j. The aforementioned Recommended Decision found Licensee exhibited a lack of candor in numerous instances, and that Distributor failed to unequivocally take responsibility for its conduct.

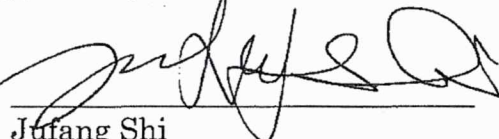
- k. In 2016, Licensee only completed 6 contact hours of continuing education, in violation of 247 CMR 4.03.
 - l. In 2017, Licensee only completed 10 contact hours of continuing education, in violation of 247 CMR 4.03.
 - m. In 2018, Licensee only completed 2 contact hours of continuing education, in violation of 247 CMR 4.03.
 - n. In 2020, Licensee completed 0 contact hours of continuing education, in violation of 247 CMR 4.03.
- 3. The Licensee agrees the conduct described in Paragraph 2 warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(a), (b), (e), (f), (k), (l), (t) & (w).
 - 4. The Licensee agrees to SURRENDER her pharmacist license for an indefinite period of time and refrain from practicing as a pharmacist and from working in any pharmacy-related setting in Massachusetts, commencing with the date on which the Board signs this Agreement ("Effective Date").
 - 5. The Licensee agrees that she will not practice as a pharmacist or work in a pharmacy related setting in Massachusetts from the Effective Date unless and until the Board reinstates her license.²
 - 6. The Licensee agrees that she will not petition the Board for reinstatement of her pharmacy license until she can provide documentation demonstrating the following:
 - a. Licensee successfully completed 76.25 contact hours of continuing education, including at least 10 contact hours of continuing education in the area of ethics; and

² The Licensee understands that practice as a licensed pharmacist includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a licensed pharmacist, or a paid or voluntary position requiring that the applicant hold a current pharmacist license. The Licensee further understands that if she accepts a voluntary or paid position as a pharmacist, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates her license, evidence of such practice shall be grounds for the Board's referral of any such unlicensed practice to the appropriate law enforcement authorities for prosecution.

- b. Licensee successfully passed the Massachusetts Multistate Pharmacy Jurisprudence Examination (MPJE).
7. The Board agrees that in return for the Licensee's execution of this Agreement it will not prosecute the Complaint.
 8. The Licensee understands that she has a right to formal adjudicatory hearing concerning the allegations against her 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.
 9. The Licensee acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
 10. 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.
 11. The Licensee certifies that she has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal or judicial review.


Witness (sign and date)

8-1-2022


Jufang Shi
(sign and date)



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

8/1/2022

08/03/22

Effective Date

Jufang Shi
PH27349
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Fully Signed Agreement Sent to Licensee on 8/23/22 by Certified Mail
No. 7021 1970 0002 1578 0802

Jufang Shi
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