

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Medical Center Pharmacy)
DS1451)

PHA-2016-0120

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Medical Center Pharmacy ("Pharmacy" or "Licensee"), DS1451, 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-2016-0120.¹
2. The Board and the Pharmacy acknowledge and agree to the following facts:

During a Board inspection on or about March 30, 2016, as well as the subsequent investigation, Board Investigators observed the following violations:

- a. The Pharmacy failed to monitor and log refrigerator and freezer temperatures, in violation of 247 CMR 9.01(5) and Board Policy No. 2011-01.
- b. The Pharmacy failed to maintain an accurate perpetual inventory of Schedule II controlled substances, in violation of 247 CMR 9.01(14).
- c. The Pharmacy failed to conduct and/or maintain a biennial inventory, in violation of 9.01(1) and 21 CFR 1304.11.

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

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- d. The Pharmacy failed to maintain adequate security for controlled substances, in violation of 247 CMR 6.02(6). Specifically, the Pharmacy lost at least 18,920 ml promethazine-codeine 6.25-10 mg/ml oral syrup to employee diversion.
3. The Board and Pharmacy acknowledge and agree that the Pharmacy's conduct described in Paragraph 2 warrants disciplinary action by the Board under M.G.L. c. 12, §§ 42A and 61 and 247 CMR 10.03(1)(a), (b), and (v).
 4. The Pharmacy agrees that its 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 Pharmacy agrees that it 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 the Pharmacy agrees that it will report dispensing data to the Massachusetts Prescription Monitoring Program in a timely manner, as required by 105 CMR 700.012.
 7. 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.
 8. If the Pharmacy 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 Pharmacy from the Board².
 9. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Pharmacy 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 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 license.
 - b. If the Board suspends the Pharmacy's license pursuant to Paragraph 9(a)(iii), the suspension shall remain in effect until:
 - i. the Board provides the Pharmacy written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and the Pharmacy 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. The Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 9, it will immediately return its current Massachusetts license to the Board, by hand or certified mail. The Pharmacy further agrees that upon said suspension, they 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.
11. 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.

12. 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.
13. 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.
14. The Pharmacy certifies that it has read this Agreement. The Pharmacy understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

Denise J. DiCarro 7/25/17 [Signature] 7/25/17
 Witness (sign and date) Signature and Date

SHELDON RUBIN

Print Name

[Signature]

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

8-8-17

Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 8/9/17 by
 Certified

Mail No. 2015 3010 0001 7080 3356