## COMMONWEALTH OF MASSACHUSETTS

BOARD OF REGISTRATION IN PHARMACY

In the Matter of	)	PHA-2014-0229
Meridith S. Lawrence	)	
PH20997	)	
	)	

## CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Meridith S. Lawrence ("Licensee"), PH20997, 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 a complaint has been opened by the Board against her Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2014-0229.
- 2. The Board and Licensee acknowledge and agree to the following facts:
  - a. On or about January 7, 2013, Licensee was employed as a clinical pharmacist at the Cambridge Health Alliance ("CHA") located at 1493 Cambridge Street in Cambridge, MA and practiced under a collaborative practice agreement.
  - b. On or about January 7, 2013, Licensee provided inadequate anticoagulant care, with the result that the patient was hospitalized and required treatment. Specifically, Licensee failed to satisfy the following standards of practice:
    - i. Failed to follow dosing protocol and made does adjustments without documentation;
    - ii. Failed to schedule patient follow up visits in accordance with CHA protocol;
    - iii. Failed to communicate with physician in response to supra-therapeutic INR in accordance with CHA protocol;
    - iv. Failed to reach out to patients who missed appointments;

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

- v. Failed to obtain cosigned prescription orders for warfarin, vitamin k, and lovenox;
- vi. Failed to document drug interactions; and
- vii. Failed to document patient education.
- c. The foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61 and 247 CMR 10.03(1)(v).
- 3. The Licensee agrees that her pharmacist license shall be placed on PROBATION for no less than two (2) years ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
- 4. During the Probationary Period, the Licensee further agrees that she 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. Notify the Board in writing within ten (10) days of each change in her name and/or address.
  - c. Timely renew her registration.
  - d. Submit documentation demonstrating successful completion of at least two (2) contact hours of continuing education in the area of Patient Safety within 90 days of the Effective Date.<sup>2</sup>
  - e. Refrain from work in an anticoagulation clinic during Probationary Period and until the Board is provided documentation of recertification as an Anticoagulation Care Provider by a National Certification Board.
- 5. 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.

<sup>&</sup>lt;sup>2</sup> This continuing education requirement shall be *in addition to* any contact hours required for license renewal.

- 6. If the Licensee 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 Licensee from the Board<sup>3</sup>.
- 7. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint<sup>4</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 pharmacy license pursuant to Paragraph 7(a)(iii), the suspension shall remain in effect until:
    - 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.

<sup>&</sup>lt;sup>3</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>&</sup>lt;sup>4</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 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.

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- 8. Licensee agrees that if the Board suspends her pharmacist license in accordance with Paragraph 7, 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 in the Commonwealth of Massachusetts 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.
- 9. 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 Complaints.
- 10. 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.
- 11. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7. 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.

Fully Signed Agreement Sent to Licensee on 5 Certified Mail No. 7009 2250 0001 8154 9098

Lawrence, Meridith S. PH20997 PHA-2014-0229 January 8, 2015