



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
Division of Health Professions Licensure  
Board of Registration in Pharmacy  
239 Causeway Street, Suite 500, Boston, MA 02114

DEVAL L. PATRICK  
GOVERNOR

JOHN W. POLANOWICZ  
SECRETARY

EILEEN M. SULLIVAN  
ACTING COMMISSIONER

Tel: 617- 973-0960

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[www.mass.gov/dph/boards/ph](http://www.mass.gov/dph/boards/ph)

VIA U.S. FIRST CERTIFIED MAIL # 7014 0510 0001 0375 4309  
RETURN RECEIPT REQUESTED

December 30, 2014

Lynn Weissberg, Esq.  
Stern Shapiro Weissberg & Garin, LLP  
90 Canal Street  
Boston, MA 02114

Re: Board of Registration in Pharmacy  
Patrick Carpenter  
Docket No. PHA-2012-0020  
PH License No. 25110

Dear Attorney Weissberg:

This letter acknowledges receipt by the Board of Registration in Pharmacy (Board) of two signed original copies of the Post-Suspension Consent Agreement for Probation (Probation Agreement) between Mr. Carpenter and the Board in resolution of the above-referenced complaint. The Board has now signed both original copies of the Probation Agreement, one of which is enclosed for your records. In addition, Mr. Carpenters Pharmacy registration is now active and his wallet card license should be issued within a few weeks.

Please note carefully that the effective date of the Probation Agreement is November 28, 2014, as is stated on the signature page of the agreement. As of the effective date Mr. Carpenters Pharmacy registration is on probation and he must comply with all of the requirements of the Probation Agreement. It is Mr. Carpenter's responsibility to ensure that the Board receives all required documentation and information by the due dates specified in the Probation Agreement. The Probation Agreement will remain in effect until Mr. Carpenter fulfills all of its conditions *and* the Board gives him written confirmation that his probation has ended.

In addition, Scott Sherman is responsible for monitoring compliance with any probation agreement that a pharmacist enters into with the Board. All correspondence and documentation

in connection with the Agreement should be directed to him at the Board's office listed above.  
You may also contact him at (617) 973-0828 with any questions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Heather Engman', with a stylized, flowing script.

Heather Engman

Board Counsel

Board of Registration in Pharmacy

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
**PATRICK M. CARPENTER** )  
PH25110 )

PHA-2012-0020

**POST SUSPENSION CONSENT AGREEMENT FOR PROBATION**

The Massachusetts Board of Registration in Pharmacy ("Board") and Patrick M. Carpenter ("Licensee"), a Pharmacist licensed by the Board, Registration No. PH25110, 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 agrees this Post Surrender Consent Agreement for Probation ("Agreement") supersedes the Consent Agreement dated August 23, 2012 between the Board and Licensee.
2. The Board and the Licensee acknowledge and agree that the Board received and investigated a complaint against Licensee's pharmacist license, Docket PHA-2012-0020, which was resolved pursuant the Consent Agreement for surrender of Licensee's pharmacist license, effective August 23, 2012.
3. The Board and Licensee acknowledge and agree that this Agreement and the Consent Agreement dated August 23, 2012, were been entered into as a result of Licensee's guilty plea to violations of M.G.L. c. 94C, § 32A, M.G.L. c. 267, § 5, M.G.L. c. 94C, § 32J, M.G.L. c. 112, § 61 and Board regulations 247 CMR 9.01(1), 247 CMR 9.01(6), 247 CMR 9.01(9), and 247 CMR 10.03(1)(a), (b), (e), (g), (h), (l), (n), (r), (u), (w), and (x).
4. The Board and Licensee acknowledge that Licensee entered into a contract with the Massachusetts Professional Recovery System on August 18, 2011 ("MPRS Contract"), attached hereto at Exhibit A. The terms and conditions of the MPRS Contract are hereby incorporated into this Agreement.
5. The Board acknowledges receipt from the Licensee of the following items:
  - a. Documentation demonstrating that the Licensee has obtained a passing score on the MPJE.
  - b. Documentation demonstrating that the Licensee successfully complied with the terms of the MPRS Contract for 24 consecutive months.
  - c. Documentation demonstrating successful completion of a pharmacist refresher course.

The Licensee and the Board acknowledge that the Board's receipt of the documentation identified in this paragraph was a precondition to be met by the Licensee prior to the Board's entry into this Agreement.

6. The Licensee agrees that his Pharmacist registration shall be placed on PROBATION until December 31, 2017, commencing with the date on which the Board signs this Agreement ("Effective Date"). Licensee further agrees that the Probationary Period will not terminate unless the following conditions are met:
  - a. Licensee submits a written request for termination of probation;
  - b. Licensee submits documentation demonstrating that he successfully completed the MPRS Contract;
  - c. Licensee fully complied with the terms of this Agreement and meets all other requirements for licensure.
7. During the Probationary Period, the Licensee further agrees that he shall comply with all of the following requirements to the Board's satisfaction:
  - a. Comply with all laws and regulations governing the practice of pharmacy.
  - b. Notify the Board in writing within ten (10) days of each change in his name and/or address.
  - c. Timely renew his registration.
  - d. Refrain from serving in the capacity of Manager of Record
  - e. Work under the direct supervision of a Registered Pharmacist for at least 500 hours.
    - i. The Registered Pharmacist supervising the Licensee must be registered as a pharmacist in Massachusetts and his/her registration must be in good standing;
    - ii. The Licensee must arrange for the supervising pharmacist to submit a letter directly to the Board within 90 days of the Effective Date. The supervising pharmacist must verify that he or she (1) holds a registration as a pharmacist in Massachusetts that is in good standing, (2) that he or she has read this Agreement, and (3) that he or she agrees to supervise the Licensee's practice as specified in this Agreement.

- iii. The Licensee must arrange for the supervising pharmacist to submit a second letter directly to the Board within 100 days of the date of the letter provided pursuant to Paragraph 7(d)(ii). In the second letter, the supervising pharmacist must describe the Licensee's practice during the supervisory period, including any violations of standards of practice that may have occurred during that time.
  - iv. The Licensee must arrange for the supervising pharmacist to submit a letter and documentation directly to the Board demonstrating that Licensee completed at least 500 hours of supervised practice.
  - v. The Licensee may not practice pharmacy without the direct supervision of a registered pharmacist until the supervising pharmacist submits directly to the Board a letter and documentation demonstrating that Licensee completed at least 500 hours of supervised practice.
- f. Comply with all terms and conditions set forth in the MPRS Contract, dated August 18, 2011 and attached hereto at Exhibit A.
- g. Provide a copy of this Agreement to each employer where Licensee is employed as a pharmacist or in any pharmacy related setting. Licensee's employer(s) must provide written verification of receipt and review of this Agreement to the Board. Licensee shall provide notice to the Board of any change in employment status and information regarding the change in status, including voluntary (resignation) and involuntary (termination) changes in employment in any employment setting within 24 hours.
- h. Licensee shall notify each employer that his name appears on the Office of the Inspector General ("OIG") exclusion list and that he is excluded from participation in Medicare, Medicaid, and all other federal health care programs.
8. The Licensee understands and agrees that any of the following may be considered by the Board to be a violation of this Agreement and the MPRS Contract and may be a basis for disciplinary action by the Board:
- a. A toxicology screen that contains evidence Licensee used alcohol or a controlled substance;
  - b. Other reliable evidence that Licensee used alcohol or a controlled substance; or
  - c. The Licensee withdraws any waiver or release provided and/or filed in connection with this Agreement.

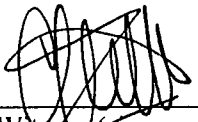
9. If the Licensee does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint<sup>1</sup> during the Probationary Period, the Licensee agrees to the following:
- a. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
    - i. EXTEND the Probationary Period; and/or
    - ii. MODIFY this Agreement requirements; and/or
    - iii. IMMEDIATELY SUSPEND the Licensee's registration.
  - b. If the Board suspends the Licensee's registration pursuant to Paragraph 9(a)(iii), the suspension shall remain in effect until:
    - i. the Board gives 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.
10. The Licensee agrees that if the Board suspends his registration in accordance with Paragraph 9, he will immediately return his current Massachusetts registration to practice as Pharmacist to the Board, by hand or certified mail. The Licensee further agrees that upon suspension, he will no longer be authorized to engage in practice 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 registration<sup>2</sup>.

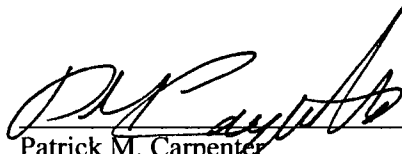
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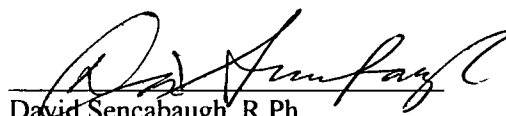
<sup>1</sup> The term "Subsequent Complaint" applies to a complaint opened after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

<sup>2</sup> Any evidence of unlicensed practice or misrepresentation as a Pharmacist after the Board has notified the Licensee of his registration suspension shall be grounds for further disciplinary action by the Board and the Board's referral of the matter to the appropriate law enforcement authorities for prosecution.

11. The Licensee agrees that he entered into the Consent Agreement for suspension with the Board, effective August 23, 2012, in final resolution of the above-captioned complaint, he knowingly and voluntarily waived his right to a formal adjudication concerning the allegations against him in the complaint, the rights that he would have possessed during such adjudication 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 to 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 and agrees that in executing this Agreement entitled "Post Suspension Consent Agreement for Probation," he is knowingly and voluntarily waiving any rights he has to a formal adjudication concerning the Board's action on his request for termination of his suspension of his pharmacy license in connection with the above-captioned complaint, the rights that he would possess during such an adjudication, and to those other rights listed above.
12. The Licensee acknowledges that he was represented by 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 subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7.
14. 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.

  
Witness (sign and date) 11/25/14

  
Patrick M. Carpenter  
(sign and date) 11/25/2014

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

11-28-14  
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 12-30-14 by Certified Mail  
No. 9614 0570 0001 0325 4309

## Exhibit A





The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
Division of Health Professions Licensure

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DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD  
SECRETARY

JOHN AUERBACH  
COMMISSIONER

**Massachusetts Professional Recovery System**  
239 Causeway Street, Boston, MA 02114  
phone: 617 973 0910 | fax: 617 973 0984

DATE: August 18<sup>th</sup>, 2011

License No.: PH25110

NAME: Patrick Carpenter

ADDRESS: 427 Shawmut Ave #5  
Boston, MA 02118

PHONE: 617 480 8481

WORK PHONE:

EMAIL: pmcii@mac.com

MONITORING DOCUMENTS DUE:

November

February

May

August

License No.: PH25110

Monitoring Contract

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF HEALTH PROFESSIONS LICENSURE

Massachusetts Professional Recovery System (MPRS)

MONITORING CONTRACT

I, Patrick Carpenter, hereinafter "the Licensee" (PH25110) recognize and admit that I have a problem with alcohol and/or other drugs. I wish to voluntarily participate in the Massachusetts Professional Recovery System (MPRS) administered by the Massachusetts Division of Health Professions Licensure, hereinafter "the Division."

I agree to participate in the MPRS for a period of at least FIVE (5) years from the date this Monitoring Contract is signed. During this period, I understand that I will be required to meet with representatives of the MPRS (MPRS Coordinator and/or MPRS Advisory Committee and/or the Boards of Registration) for the purpose of evaluating my recovery. I further understand that this Monitoring Contract may be amended during the period that it is in effect, depending on my progress in recovery. I acknowledge that all costs incurred during my participation in the MPRS are my responsibility.

I understand that my participation in the MPRS is conditional upon my complete abstinence from alcohol, drugs and/or substances of abuse.

I agree to comply with the following provisions of this Monitoring Contract with the Massachusetts Professional Recovery System (Licensee must initial those checked areas which apply):

1. Treatment/Continuing Care/Aftercare

All therapists and treatment providers must be approved by the MPRS and must be willing to regularly report to the MPRS on the Licensee's progress. Outpatient individual therapy must occur minimally two (2) times per month unless otherwise stipulated. All therapist(s) must be educated and trained in the field of substance abuse and able to submit their license number to the MPRS Coordinator for approval prior to initiating therapy. Please provide names and addresses where appropriate.

I agree to enter individual therapy approved by the MPRS for a period of at least 2 years, or until such time as I am discharged by the attending therapist(s) or counselor(s) from such treatment in collaboration with the MPRS.

I agree to obtain at least eight (8) contact hours of continuing education within a year of this contract in one or more of the following areas: psycho-pharmacology addiction; the disease concept of addiction; denial and other defenses related to substance abuse; relapse prevention; the family disease concept of addiction and the addicted professional; I understand I must submit documentation of my attendance at the continuing education program(s) including an outline of the presentation(s) and a certificate of attendance. I understand the starting and ending date utilized in the calculation of the dates in which I

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Monitoring Contract

must attend these educational forums starts with the date the Division Director or her designee signs this Contract and ends the previous day in the following year, (e.g. 9/10/96-9/9/97).

I agree to advise the MPRS within two (2) weeks of any change in my treatment provider(s), therapist(s), or counselor(s).

I understand that a progress report by my treatment providers must be forwarded to the MPRS through me utilizing the standardized MPRS forms on the specified date of my monitoring delineated on the cover of my Monitoring Contract. I further understand that should problems arise or relapse occur, my therapist will notify the MPRS immediately.

I agree to provide a copy of this Monitoring Contract and all further Monitoring Contract Changes to all my treating therapist(s) or counselor(s).

I agree that by entering into this Monitoring Contract, I authorize the MPRS to communicate with all of my treatment providers.

2. Self-Help Groups

I agree to attend a minimum of four (4) self-help meetings each week.

I agree to obtain a sponsor and maintain a sponsor relationship.

I agree to identify one regularly scheduled self-help meeting as my "home group" and attend at least weekly.

Among my four weekly meetings, I agree to attend an LGBT group.

I agree to attend a MPRS-designated professional support group weekly (minimum of 46 weeks a year).

I agree to disclose my problem with drugs or alcohol to my family and/or significant other, and will encourage and facilitate their involvement in supportive services (i.e. Al-Anon, Nar-anon etc.)

I understand that it is my responsibility to document and verify my attendance at all meetings on the MPRS standardized form and to forward all required documentation of my attendance to the MPRS.

3. Random Drug Screens

I agree to participate in the Body Fluid Toxicology Screening Program approved by the MPRS.

I agree to request a urine toxicology screen be performed anytime my compliance is questioned.

I understand the current Drug Testing Management Company (DTMC) responsible for the Body Fluid Testing Program for the MPRS is: **Firstlab at 100 Highpoint Drive, Suite 102, Chalfont, PA 18914**

I understand I must advise the DTMC and the MPRS prior to any anticipated unavailability or potential unavailability for testing, re: vacation, hospitalization. I understand the decision as to whether urine toxicology screening is required during this time will be determined by the MPRS.

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Monitoring Contract

4. Health Care

I will inform my personal health care provider(s) of the provisions of this Monitoring Contract and request that they not prescribe any mood altering drugs for me unless there is no other reasonable alternative.

I agree that my health care provider(s) will inform the MPRS Coordinator of the conditions for which I am currently under treatment, including any and all drugs or medications included in the treatment plan (prescribed and/or over-the-counter, etc.).

I agree to abstain from the use of over-the-counter drugs (OTC's) that are not permitted in the MPRS, such as OTC sleeping pills, OTC diet pills and Benadryl. In the event that I have a doctor's note or prescription for one of these drugs, I will forward documentation from my physician and the reason for its use.

I agree to totally abstain from the use of mood altering drugs including alcohol. In the event that such drugs may be needed as a legitimate part of my medical care, I will notify the MPRS Coordinator immediately.

If any mood altering drugs are prescribed, I will inform my health care provider(s) prescribing the drugs that a Health Care/Medication Report must be submitted within ten (10) days directly to the MPRS Coordinator explaining the choice of treatment, length of treatment and how such treatment is being handled/monitored. At the time of treatment, I will give my health care provider(s) permission to release information to the MPRS Coordinator. I also give the MPRS Coordinator permission to contact my personal health care provider(s) as deemed necessary.

I agree to notify the MPRS if I am hospitalized or must undergo any medical/surgical procedure on an outpatient basis.

5. Professional Practice (Pharmacy)

I agree not to professionally practice until the Board of Pharmacy agrees to return my license. The MPRS Advisory Committee will consider a request to recommend returning to practice after one year of full compliance with the terms of this contract.

Any of the stipulations relating to professional practice and cited in the section titled "Professional Practice" will be reevaluated only upon the written request of the Licensee. Any such request is to be forwarded to the MPRS Coordinator and will be reviewed by MPRS as scheduling permits. I understand that all stipulations remain in place until changes are approved.

6. Relocation/Job Change

I agree to immediately notify the MPRS Coordinator of my pending relocation outside the Commonwealth of Massachusetts.

I agree that the Massachusetts Division of Registration may notify the Board of Registration in any other state or jurisdiction in which I intend to professionally practice, in which I am an applicant for licensure or

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Monitoring Contract

in which I hold a license to practice, that I am a participant in the Massachusetts Board's Massachusetts Professional Recovery System. I further agree that the Massachusetts Division of Health Professions Licensure may inform any Board of Registration in any other state or jurisdiction of any change in my Monitoring Contract.

I agree to immediately notify the Massachusetts Board when seeking employment outside the Commonwealth of Massachusetts. I further agree to notify the Massachusetts Board when I have obtained employment outside the Commonwealth of Massachusetts.

7. Compliance and Communication

I understand that this Monitoring Contract will be reviewed periodically and that all of its provisions remain in place until changes are officially made and approved by MPRS Advisory Committee and the Division. I further understand that any request for such changes to this Monitoring Contract must be made by me in writing to the MPRS.

I understand that if any allegations of failure to comply with Board regulations governing the professional practice come to the attention of the MPRS, that this Monitoring Contract may be reviewed/amended and terminated.

I understand that non-compliance with any of the provisions of this Monitoring Contract must be reported to the Board and may result in termination from the MPRS and disciplinary action being taken by the Board against my license to practice.

I agree to attend monitoring meetings as required or, or should monitoring meetings be discontinued, maintain written contact with the MPRS Coordinator utilizing the standardized MPRS form by the 15th of the reporting months delineated on the cover of my Monitoring Contract unless otherwise stipulated in this Monitoring Contract. Information to be provided includes, but is not limited to, updates on treatment, employment, toxicology screens, and self-help group attendance.

I agree to be available at the request of the MPRS to come before the Committee during the term of this Monitoring Contract to discuss my status.

I agree to report any incidence of relapse to the MPRS. I understand each relapse will be managed on an individual basis in accordance with MPRS policies and procedures. If I relapse, I understand my participation in the MPRS may be extended.

I agree to cease all professional practice upon a relapse, notify my employer of such, and immediately return my license to the MPRS. I understand I may not practice until cleared to return by the MPRS.

I agree that if I withdraw or am terminated from the MPRS, the circumstances and reasons for my admission and withdrawal or termination will be forwarded to appropriate the Board of Registration.

In connection with this Monitoring Contract, I understand that if I fail to successfully complete the MPRS program, the Board will issue a complaint against me for non-compliance with this Monitoring Contract and will establish a complaint docket number against me at that time.

License No.: PH25110

## Monitoring Contract

I understand that should a complaint(s) be filed against me after I enter into this Monitoring Contract, the Voluntary Surrender Agreement executed by me in connection with this Monitoring Contract will be amended to reflect such complaint(s) and the amendment will be executed by me.

I agree that if I fail to comply with the terms of this Treatment Contract and I am subsequently terminated or withdraw from the MPRS, I will immediately surrender my license to professionally practice to the Board.

I understand that this Monitoring Contract takes effect upon the signing by all parties. I further understand that the official date of entry into the MPRS will be the date this Monitoring Contract is signed by the MPRS Coordinator.

I understand that formal discharge from the MPRS will take place only upon approval by MPRS and the appropriate Board of Registration.

9. Acknowledgment of the Rehabilitation Program

I certify that I have read this document entitled "Massachusetts Professional Recovery System (MPRS) Monitoring Contract".

I hereby release the Massachusetts Division of Health Professions Licensure, the MPRS Advisory Committee, all individuals involved in these entities from any obligation or liability in connection with the discharge of their duties in administering the Massachusetts Professional Recovery System.

10. Legal Counsel  
(Please only initial in the presence of the MPRS Coordinator.)

I affirm that I have had legal counsel in connection with the decision to enter into this Monitoring Contract.

PMC I affirm that my decision not to use legal counsel in entering into this Monitoring Contract has been one taken of my own free will.

Licensee

MPRS Coordinator

Witness (when appropriate) (sign and print name)

Date

Date

Date



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
**PATRICK M. CARPENTER** )  
PH License No. 25110 )  
Exp. 12/31/10 )  
\_\_\_\_\_ )

Docket No. PHA-2012-0020

CONSENT AGREEMENT

The Board of Registration in Pharmacy ("Board") and **PATRICK M. CARPENTER**, R.Ph. ("Registrant"), a pharmacist registered by the Board (Pharmacist Registration No. 25110/expired 12/31/10), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the file of Registrant which is maintained by the Board:

1. The parties enter into this Consent Agreement ("Agreement") in resolution of above-referenced Complaint Docket No. PHA-2012-0020 ("Complaint").
2. Registrant acknowledges and agrees that this Agreement has been entered into as a result of his guilty plea (5/6/10 Boston Municipal Court Docket Nos. 1001CR 135A, 135B and 135C to violations of G.L. c. 94C, s. 32A (Possession with Intent to Distribute Class B Drug (oxycodone); G.L. c. 267, s. 5 (Uttering a False Instrument); and G.L. c. 94C, s. 32J (Drug Violation Near a School or Park), in violation of G.L. c. 112, § 61 and Board regulations 247 CMR 9.01, subsections (1), (6) and (9); and 247 CMR 10.03, subsections (1)(a); (1)(b); (1)(e); (1)(g), (1)(h), (1)(l); (1)(n); (1)(r); (1)(u); (1)(v); (1)(w) and (1)(x).
3. The parties acknowledges that Registrant has entered into a contract with the Massachusetts Professional Recovery System ("MPRS") dated August 18, 2011 ("Contract"), the terms and conditions of which Contract are hereby incorporated into this Agreement.
4. Accordingly, the Registrant and the Board agree to the following:
  - a. That Registrant's conduct described in Paragraph 2 above constitutes professional misconduct warranting Board disciplinary action pursuant to G.L. c. 112, § 61 and Board regulations 247 CMR 9.01, subsections (1), (6) and (9); and 247 CMR 10.03, subsections (1)(a); (1)(b); (1)(e); (1)(g), (1)(h), (1)(l); (1)(n); (1)(r); (1)(u); (1)(v); (1)(w) and (1)(x).;
  - b. That upon payment of all required fees, the Board will convert Registrant's expired license to **SUSPENSION** status for an indefinite period (Suspension Period), commencing as of the effective date of the Agreement, during which time



Registrant may not practice as a pharmacist or be employed by or provide services of any type on a premises licensed by the Board;

- c. That Registrant will abide by all of the terms and conditions of the Contract for the five year duration of the Contract ("Contract Period") unless sooner dissolved by the MPRS Committee ("Committee") and the Board;
- d. That the Board will review a petition for termination of the Suspension Period filed not sooner than the date on which Registrant submits official documentation of the following:
  - 1) A minimum of 24 contiguous months of monitoring pursuant to the Contract and compliance with all of the terms and conditions of the Contract;
  - 2) Achievement of a passing score (75%) on the Multi-state Pharmacy Jurisprudence Examination (MPJE) within twelve (12) months of the Effective Date of this Agreement. Registrant must provide the Board with documentation of passing the MPJE; and
  - 3) Successful completion of a Pharmacist Refresher Course (Charter Oak State College Modules 1 and 2).

5. Provided Registrant has complied with all of the terms and conditions listed in Paragraph 4.c. of the Agreement, the Board will authorize Registrant to complete a minimum of **1500** hours of experiential pharmacy apprenticeship under the direct supervision of a Massachusetts registered pharmacist. Registrant shall be required to comply with Paragraph 6.a. in any apprenticeship setting. The supervising pharmacist(s) shall be required to provide written confirmation to the Board of the successful completion of the required total 1500 hours work rotation.

6. Following successful completion of all required apprenticeship hours (Paragraph 5.) and continued participation in MPRS, with official documentation of both terms to be submitted by Respondent for Board review, the Board will terminate the Suspension Period and convert Registrant's license to **PROBATION** status for a minimum five (5) year period ("Probation Period") subject to the following terms and conditions during the Probation Period:

- a. Registrant shall be required to provide a copy of this Agreement to each employer where Registrant is employed as a pharmacist or other pharmacy support position in any pharmacy setting. Registrant's employer(s) must provide written verification of receipt and review of this Agreement to the Board. Registrant shall provide notice to the Board of any change in employment status and information regarding the change in status, including voluntary (resignation) and involuntary (termination) changes in employment in any employment setting within twenty- four (24) hours of any change in employment. It shall be Registrant's responsibility to ensure all verifications (employers and prescribers) are provided to the Board as required hereunder;



- b. If the Registrant does not seek termination of Suspension status prior to three (3) years from the Effective Date of this Agreement, Registrant will be required to achieve a passing score on the North American Pharmacy Licensing Examination (NAPLEX) and may also be required to complete retraining and course requirements and meet any other conditions for licensure as may be determined by the Board;
  - c. Registrant may not dispense or self prescribe any controlled substance or enter into a collaborative practice agreement to practice collaborative drug therapy management (247 CMR 16.00) or personally fill or present for filling at any place of employment any personal prescription;
  - d. Registrant must adhere to all laws and regulations pertaining to the dispensing, administration and distribution of controlled substances;
  - e. That not sooner than twenty-four months from August 18, 2011, provided the conditions described in Paragraph 3 have been met, Registrant may petition the Board for the termination of the Suspension Period in accordance with Paragraph 5 hereof; and
  - f. Registrant agrees to return a signed copy of this Agreement to the Board within ten (10) days of receipt.
7. Registrant agrees that the termination of the Suspension and Probation Periods shall be granted only if he has met the following conditions:
- a. Registrant must apply in writing to the Board for termination of the Suspension and Probation Periods. The Board will consider any disciplinary matters or court proceedings not previously reviewed in its consideration of any petition. The Board may request a conference to discuss the merits of such request; and
  - b. Registrant has fully complied with all terms and conditions of this Agreement and meets all other requirements for licensure.
8. The Registrant understands and agrees that any of the following may be considered by the Board to be a violation of this Agreement and a basis for disciplinary action by the Board:
- a. A toxicology screen is found to contain any evidence of any controlled substance and alcohol in violation of this Agreement;
  - b. The Board has other reliable evidence that the Registrant has used any controlled substance and alcohol in violation of this Agreement; or
  - c. the Registrant withdraws any waiver or release provided and/or filed in connection with this Agreement.



9. This Agreement and its contents shall be incorporated into the records maintained by the Board, are matters of public record, subject to disclosure, without limitation, to the public and equivalent state licensing boards.

10. The Board agrees that in return for the Registrant's execution of this Agreement, the Board will not advance the prosecution of the Registrant pursuant to the Complaint. Any and all other rights of the Board to take action within the scope of its authority are expressly reserved.

11. The Registrant understands and agrees that his failure to comply with the terms of this Agreement shall nullify the representations contained in Paragraph 10, and permit the Board to initiate formal adjudicatory action under the State Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et. seq.*

12. The Registrant understands and agrees that, at any time during the Probation Period, upon a determination by the Board of any violation of any of the terms and conditions of this Agreement or any violation of the applicable laws, rules and regulations governing the practice of pharmacy, Registrant shall be required to IMMEDIATELY SURRENDER his pharmacist license to the Board without the requirement of any adjudicatory proceedings pursuant to G.L. c. 30A.

13. The Registrant understands and agrees that should he be found to have violated any of the statutes and/or regulations governing the practice of pharmacy for conduct occurring during the Probation Period, the Board may consider the conduct of the Registrant described in Paragraph 2 and more fully described in Complaint Docket No. PHA-2012-0020 in determining an appropriate sanction for the subsequent offense.


14. The Registrant understands and agrees that his decision to enter into this Agreement and to accept the terms and conditions herein described is a final act and is not subject to reconsideration or judicial review.

15. The Registrant states that he has used legal counsel in connection with his decision to enter into this Agreement or, if he did not, that he had an opportunity to do so and that his decision to enter into this Agreement was made of his own free will.

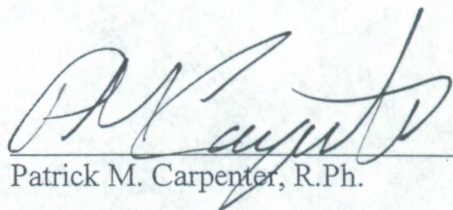
16. The Registrant certifies that he has read this document entitled "Consent Agreement." The Registrant understands that, by executing this Agreement, he is waiving his right to a formal hearing at which he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, to appeal to court in the event of an adverse ruling, and all other rights set forth in G.L. c. 30A and 801 CMR 1.01 *et seq.* Registrant states that he further understands that in

executing this document entitled "Consent Agreement", he is knowingly and voluntarily waiving his right to a formal hearing and to all of the above listed rights.



  
Witness (sign name)

Georges Halon  
Witness (print name)

  
Patrick M. Carpenter, R.Ph.

Effective Date: 08/14/2012

BOARD OF REGISTRATION  
IN PHARMACY

By: Karen M Ryle  
Karen M. Ryle R.Ph.  
Secretary

Date: 8/23/2012

Decision No. 2923