

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
PETER LEVANGIE )  
PH14339 )

PHA-2014-0061

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Peter Levangie ("Licensee"), PH14339, 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 the Board opened a complaint against his Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2014-0061.<sup>1</sup>
2. The Board and Licensee acknowledge and agree that substantial evidence exists which if proven at hearing would demonstrate the following:
  - a. Licensee has been the Manager of Record of H.L. Wardle Drug Company since at least 2000. As described in 247 CMR 6.07, Licensee, as Manager of Record, was responsible for the operation of H.L. Wardle Drug Company in compliance with 247 CMR 2.00 *et seq.* and applicable state and federal laws and regulations.
  - b. Between August 1, 2012 and August 5, 2013, H.L. Wardle Drug Company filled approximately 123 oxycodone prescriptions totaling 20,400 dosage units for a single patient ("Patient A"). Many of these prescriptions were reviewed, verified, and dispensed by Licensee.

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

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- c. Information regarding the medications dispensed to Patient A by H.L. Wardle Drug Company from 2005 until July 31, 2013 was maintained at the pharmacy and available to Licensee.
- d. Patient A's oxycodone prescriptions were written by a single prescriber ("Prescriber"). H.L. Wardle Drug Company had letters written by Prescriber dated December 29, 2005, July 16, 2007, February 16, 2010, and April 19, 2013 indicating that large doses of narcotics were medically necessary for Patient A. H.L. Wardle Drug Company also had a letter written by Prescriber dated January 12, 2012 stating that Patient A may refill his Oxycodone 5 mg and Oxycodone 30 mg prescriptions early.
- e. Through the course of performing required Prospective Drug Utilization Reviews, and based on the quantity of oxycodone dispensed by H.L. Wardle Drug Company and other factors, the Licensee should have known the oxycodone prescriptions presented by Patient A, and dispensed by H.L. Wardle Drug Company and Licensee, were not written for a legitimate medical purpose by a practitioner acting in the usual course of his professional practice.
- f. Between approximately 2000 and December 7, 2011, H.L. Wardle Drug Company and Licensee dispensed numerous refills of Oxazepam and Methocarbamol to a patient ("Patient B") without a valid prescription or prescriber authorization.
- g. During an inspection on July 31, 2013, Board Investigators observed the following deficiencies pertaining to H.L. Wardle Drug Company's controlled substances inventories:
  - i. The most recent biennial inventory did not include Schedule II controlled substances;
  - ii. The Schedule II perpetual drug inventory was not performed every 10 days; and
  - iii. Certain Schedule II drug inventory overages were not reconciled.
- h. During an inspection on July 31, 2013, Board Investigators observed the following violations of Board Policy No. 2011-01:

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- i. Food items were stored in the refrigerator used for drug storage;
  - ii. The drug storage refrigerator/freezer unit did not have a certified thermometer; and
  - iii. Medications were stored in a "dorm style" refrigerator.
- i. During an inspection on July 31, 2013, Board Investigators observed several expired and potentially hazardous drugs and/or chemicals were stored in the basement of the pharmacy.
3. The Licensee agrees to **SURRENDER** his pharmacist registration for an indefinite period of time commencing with the date on which the Board signs this Agreement ("Effective Date").
4. The Licensee agrees that he will not practice as a pharmacist or work in any pharmacy related setting in Massachusetts from the Effective Date unless and until the Board reinstates his registration.<sup>2</sup>
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.

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<sup>2</sup> The Licensee understands that practice as a registered pharmacist includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a registered pharmacist, or a paid or voluntary position requiring that the applicant hold a current pharmacist registration. The Licensee further understands that if he accepts a voluntary or paid position as a registered pharmacist, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates his registration, 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.

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- 6. 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 Complaint.
- 7. The Licensee acknowledges that he has been represented by legal counsel in connection with the Complaint and this Agreement.
- 8. 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.
- 9. 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.

Shane O'Brien 5-8-14  
 Witness (signature and date)

Peter Levangie 5-8-14  
 Peter Levangie  
 (signature and date)

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

6-13-14  
 Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on June 16, 2014 by Certified  
 Mail No. 7014 0570 0001 0375 2800

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