

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Peter Lyons, R.Ph.)
License No. PH19225)
Expires December 31, 2018)

Docket No. PHA-2017-0094

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Peter Lyons, R.Ph. ("Licensee"), 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 his Massachusetts pharmacist license, PH19225 ("Licensee")¹ related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2017-0094.
2. The Board and Licensee acknowledge and agree to the following facts:
 - a. Licensee served as the manager of record ("MOR") for Samuels Pharmacy, DS15095, located in Winthrop, Massachusetts ("Pharmacy") at all times relevant to the allegations in paragraph 2.
 - b. On January 10, 2017, Office of Public Protection ("OPP") investigators conducted a retail compliance inspection of the Pharmacy and observed the following deficiencies:
 - i. Discrepancies were found in the perpetual inventory log compared with the September 9, 2016 reverse distribution documentation for morphine sulfate ER 60 mg tablets (+35) and morphine sulfate 15 mg tablets (-16).

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

- c. On March 6, 2017, OPP investigators conducted a site visit with DEA investigators and six controlled substances were audited for the period of May 1, 2015 (last biennial) to February 1, 2017 and, after reconciling with the Licensee's audit, determined that discrepancies for morphine sulfate 15mg (+67), oxycodone HCl 30mg (-49), oxycodone HCl 15mg (+85), oxycodone HCl 5mg (+38) and methadone 10mg (-541) existed.
- d. After reviewing Licensee's response and controlled substance records, the following deficiencies were observed:
 - i. Fourteen instances between March 19, 2015 and February 1, 2017 where a partially filled Schedule II medication had the remaining quantity dispensed in excess of 72 hours.
 - ii. On June 4, 2015, the Pharmacy received 200 methadone 10mg tablets, but only 100 tablets were added to the perpetual inventory. The discrepancy was not identified or corrected.
 - iii. On November 11, 2015, the Pharmacy received 200 methadone 10mg tablets that were not entered into the perpetual inventory.
 - iv. On March 15, 2016, the Pharmacy received 400 methadone 10mg tablets, but only 300 tablets were added to the perpetual inventory. The error was not identified or corrected.
 - v. On January 16, 2017, the Pharmacy received 500 methadone 10mg tablets and when added to perpetual inventory there was a math error of including additional 100 tablets. This error was not identified or corrected until February 14, 2017 after the perpetual inventory had been reconciled three times before.
- e. Based on the discrepancies noted above, Licensee violated 247 CMR 6.07(1)(c), through violating 21 C.F.R. 1306.04(a), 21 C.F.R. 1306.11(a) and 21 C.F.R. 1304.21(a).
- f. The foregoing facts warrant discipline by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(b).

3. Licensee agrees that his License shall be placed on PROBATION for 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 he shall comply with all 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. Refrain from serving as Manager of Record for the Pharmacy or any pharmacy.
 - c. Refrain from precepting any pharmacy intern or student.
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.
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 Board².
7. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ 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

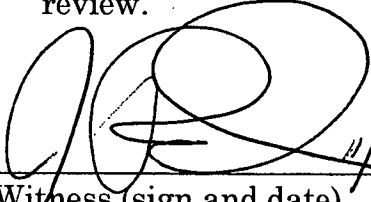
² In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address of record.

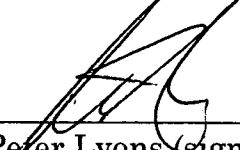
³ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

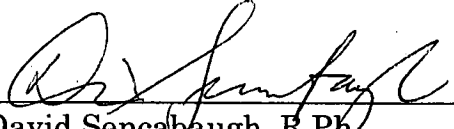
- ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's License.
- b. If the Board suspends the Licensee's License pursuant to Paragraph 7(a)(iii), the suspension shall remain in effect until:
- i. the Board provides Licensee written notice that the Probationary 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.
8. Licensee agrees that if the Board suspends his License in accordance with Paragraph 7, he will immediately return his current License to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, he will no longer be authorized to 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 License or right to renew his License.
9. 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 Complaints.
10. The Licensee acknowledges that he 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. 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.

12. 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) 11/24/17


Peter Lyons (sign and date) 11/24/2017


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

11-29-2017
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 11/29/17

by Certified Mail No. 7014 2120 0002 1353 7835