

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Pharmacy Corporation of America)
a/k/a PharMerica)
Registration No. DS3599)
Expires December 31, 2015)

PHA-2012-0258

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Pharmacy Corporation of America, DS3599, 1123 Pearl Street, Brockton, Massachusetts ("Registrant" or "Pharmerica Brockton"), 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 registration related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2012-0258.¹
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. Board investigators conducted an unannounced inspection of Pharmerica Brockton on or about December 27 & 28, 2012. During the inspection, Board investigators made observations from which they determined Pharmerica Brockton to be non-compliant with 247 CMR 9.01 and United States Pharmacopoeia ("USP") Standard <797> Pharmaceutical Compounding – Sterile Preparations, with regard to its compounding of sterile medications.
 - b. As a result of this determination of non-compliance, on or about December 27, 2012, Pharmerica Brockton was notified to "immediately cease all pharmacy operations pertaining to the preparation and dispensing of sterile compounded medications," and to quarantine all sterile compounded medications on Pharmerica's premises.

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

c. Pharmacy Corporation of America owns and/or operates a another sterile compounding pharmacy located at 83 Vermont Avenue, Unit 2, Warwick, Rhode Island ("Pharmerica Warwick").

d. On and/or after December 27, 2012, six pharmacy technicians employed by Pharmerica Brockton, and acting at the instruction of Pharmerica Brockton and Jeffrey D. Lynch, PH24722, Manager of Record, performed the following activities: (1) transported multiple totes of legend pharmaceuticals and compounding supplies from Pharmerica Brockton to Pharmerica Warwick; (2) prepared sterile compounded products ("CSPs") at Pharmerica Warwick; (3) packaged the CSPs at Pharmerica Warwick without patient labeling and transported said CSPs back to Pharmerica Brockton; and (4) affixed a Pharmerica Brockton label to the CSPs at Pharmerica Brockton. The CSPs prepared at Pharmerica Warwick were then dispensed from Pharmerica Brockton. The six pharmacy technicians that compounded CSPs at Pharmerica Warwick were not licensed in Rhode Island.

3. The Pharmacy agrees that its registration 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 Pharmacy further agrees that it shall comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
5. 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.
6. If the Pharmacy 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 Pharmacy from the Board².

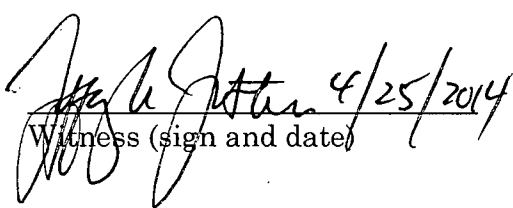
² In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

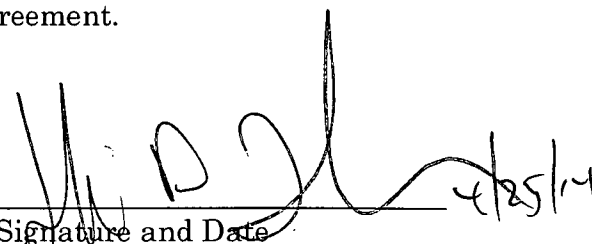
7. If the Pharmacy does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Pharmacy agrees to the following:
- a. The Board may upon written notice to the Pharmacy, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Pharmacy's registration.
 - b. If the Board suspends the Pharmacy's registration pursuant to Paragraph 7(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.
8. The Pharmacy agrees that if the Board suspends its registration in accordance with Paragraph 7, it will immediately return its current Massachusetts registration to the Board, by hand or certified mail. The Pharmacy further agrees that upon said suspension, it 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 registration or right to renew such registration.
9. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication it

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.

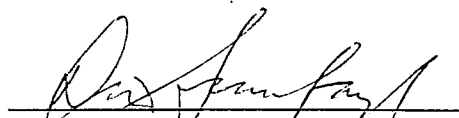
would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on its own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, M.G.L. 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.

10. The Pharmacy acknowledges that it has been represented by legal counsel in connection with the Complaint and this Agreement.
11. 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.
12. 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.
13. The individual signing this Agreement certifies that he/she is authorized to enter into this Agreement on behalf of the Pharmacy, and that he/she has read this Agreement.

 4/25/2014
Witness (sign and date)

 4/25/14
Signature and Date

JEFFREY D Lynch
Print Name
Pharmacy Corporation of America


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

5-2-14

Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on May 2, 2014 by
Certified
Mail No. 7012 3460 0001 7331 3450