

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Preferred Pharmacy Solutions)
DS3542)

PHA-2019-0015

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Preferred Pharmacy Solutions Pharmacy ("Pharmacy" or "Licensee"), DS3542, 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 license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2019-0015.¹
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. On or about February 4, 2018, the Pharmacy lost # 56 oxycodone HCL ER 10 mg tablets. The Pharmacy's investigation was not able to determine the cause of the loss of said oxycodone.
 - b. On January 11, 2018, Board investigators inspected the Pharmacy. During the January 11, 2018 inspection, Board investigators observed the following deficiencies:
 - i. Discrepancies between the expected balance on hand and the actual balance on hand of the inventory of fentanyl 100 mcg patches, fentanyl 25 mcg patches, alprazolam 0.25 mg tablets, alprazolam 0.5 mg tablets, and alprazolam 1 mg tablets.
 - ii. Prescriptions for Schedule III - V controlled substances were stored off site, without permission from the DEA in accordance with 21 CFR 1304.04(h)(4).
 - iii. In 2017 and 2018, the Pharmacy dispensed approximately 100 prescriptions for employees and/or employee family members

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

- using the Pharmacy's address as the patient's address, in violation of 247 CMR 9.07(1)(a).
- iv. A pharmacy technician admitted that she increased the quantity of three prescriptions for phentermine 37.5 mg tablets for a family member filled on June 30, 2017, August 17, 2017, and October 7, 2017 in order to obtain approximately 100 additional tablets. Further, the pharmacy technician admitted that she altered the quantities on two of her own prescriptions for clonazepam 1 mg tablets on August 8, 2017 and October 17, 2017. The Pharmacy's computer system allowed the technician to increase quantity of prescription without alerting the pharmacist. The verifying pharmacist failed to identify the increased quantity was not consistent with the prescription.
 - v. The Pharmacy dispensed numerous prescriptions for controlled substances written by a California prescriber and a North Carolina prescriber, in violation of M.G.L. c. 94C, § 18.
 - vi. The Pharmacy dispensed at least 40 prescriptions with invalid or non-existent DEA registration numbers.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1), (a), (b), (v), and (x).
 4. The Pharmacy agrees that its license shall be placed on PROBATION for one (1) year ("Probationary Period"), commencing November 1, 2019.
 5. 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.
 6. 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.
 7. The Board acknowledges it placed the Pharmacy on probation on or about August 18, 2017 in connection with complaint PHA-2016-0216. The probationary period associated with complaint PHA-2016-0216 shall terminate upon the execution of this Agreement.
 8. If the Pharmacy has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will

terminate one (1) year after the Effective Date upon written notice to the Pharmacy from the Board².

9. 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;
- ii. MODIFY the Probation Agreement requirements; or
- iii. IMMEDIATELY SUSPEND the Pharmacy's license.

b. If the Board suspends the Pharmacy's license pursuant to Paragraph 9(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;
- 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.

10. The Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 9, it will immediately return its current Massachusetts license 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 license or right to renew such license.

11. The Pharmacy understands that it has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication it 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

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.

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.

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.

12. The Pharmacy acknowledges that it has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
13. 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.
14. The Pharmacy certifies that it has read this Agreement. 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.

Scott M. Resso 1/8/2020
Witness (sign and date)

Anthony Razzi - MOR 1/8/20
Signature and Date

Anthony Razzi
Print Name

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

1-14-2020
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 1/16/2020 by
Certified
Mail No. 7619 0700 000019345673