

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of )  
Prescription Shoppe. )  
License Number: DS89816 )  
Expiration: December 31, 2016 )

Received  
PHA-2015-0035  
MAR 16 2016

BOARD OF  
PHARMACY

**CONSENT AGREEMENT FOR REPRIMAND**

The Massachusetts Board of Registration in Pharmacy ("Board") and Prescription Shoppe ("Licensee" or "Pharmacy"), DS89816, 378 Broadway, Everett, Massachusetts, 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-2015-0035 ("Complaint").<sup>1</sup>
2. The Board and the Licensee acknowledge and agree to the following facts:
  - a. On or about February 26, 2015, Office of Public Protection Investigators conducted a compliance inspection of the Pharmacy and observed the following regulatory violations:
    - i. The Front door to the store was not alarmed, in violation of 247 CMR 6.02(6)(d);
    - ii. Schedule II medications were stored in an unlocked cabinet and not dispersed throughout the inventory, in violation of 247 CMR 6.02(6)(c);
    - iii. Name of Manager of Record was not conspicuously displayed, in violation of 247 CMR 6.02(7);
    - iv. Pharmacy failed to make customers aware of the availability of lockboxes, in violation of M.G.L. c. 94C, § 21B;

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

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- v. Manager of Record was absent from approximately May 2014 until the time of inspection on February 15, 2015, in violation of 247 CMR 6.07(1)(e);
- vi. Intern name tags were not in compliance with 247 CMR 8.01(11);
- vii. Technician trainee name tags were not in compliance with 247 CMR 8.03(2)(a);
- viii. Pharmacy failed to maintain policies and procedures regarding the duties and scope of responsibility for pharmacy support staff and also failed to maintain copies of technician training program guidelines, in violation of 247 CMR 8.06;
- ix. Pharmacy failed to reconcile its perpetual inventory at least once every 10 days, in violation of 247 CMR 9.01(14);
- x. End of day reports were not printed and signed by the pharmacist, in violation of 21 CFR 1306.22(f)(2);
- xi. Pharmacy was not maintained in a clean and sanitary manner and had water stained ceiling tiles and a dirty sink, in violation of 247 CMR 6.02(1);
- xii. Balance seal was expired, in violation of 6.01(5)(a)(4);
- xiii. Refrigerator temperatures were not recorded and a certified thermometer was not used, in violation of 247 CMR 9.01(1) & (5) and Board Policy No. 2011-01;
- xiv. Pharmacy did not have a written copy of its CQI program, in violation of 247 CMR 15.00; and
- xv. Expired medication was on a shelf, in violation of 247 CMR 9.01(10).

b. On or about March 24, 2015, Office of Public Protection Investigators and Drug Enforcement Agency (DEA) investigators conducted an inspection of the Pharmacy and observed the following violations:

- i. Schedule II medication were stored on a shelf and not dispersed throughout the inventory, in violation of 247 CMR 6.02(6)(d);
- ii. The Pharmacy's Drug Store Permit and Controlled Substance Registration was not displayed, in violation of 247 CMR 6.02(3)(a-d);
- iii. The pharmacy intern name tags were designated as "student", in violation of 247 CMR 8.01(11);
- iv. The pharmacy technician trainee name tags were designated as "technician", in violation of 247 CMR 8.03(2)(a);
- v. Pharmacy failed to maintain policies and procedures regarding the duties and scope of responsibility for pharmacy support staff

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and also failed to maintain copies of technician training program guidelines, in violation of 247 CMR 8.06;

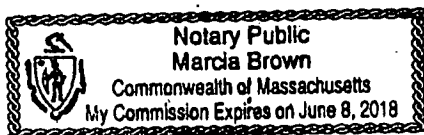
- vi. Pharmacy was not maintained in a clean and sanitary manner and had water-stained tiles and a clogged and dirty sink, in violation of 247 CMR 6.02(1);
  - vii. Balance seal had expired in 2012, in violation of 247 CMR 6.01(5)(a)(4);
  - viii. Box of expired medication was located outside of the quarantine area, in violation of 247 CMR 9.01(10); and
  - ix. Pharmacy did not have a written copy of its CQI program, in violation of 247 CMR 15.00.
3. The Pharmacy acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 12, §§ 42A & 61 and 247 CMR 10.03.
  4. The Pharmacy agrees that the Board shall impose a REPRIMAND on its license based on the facts described in Paragraph 2, effective as of the date on which the Board signs this Agreement ("Effective Date").
  5. The Board agrees that in return for the Pharmacy's execution and successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.
  6. 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 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 Complaint.
  7. 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.
  8. 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.

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9. 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.

Marcia Brown  
Witness (sign and date)

[Signature] 3/14/16  
Signature and Date



VASHKOTA KARLM  
Print Name  
Prescription Shoppe

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

3/22/16  
Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Registrant on 3/28/16 by  
Certified Mail No. 7015 3010 0001 6944 5215

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