

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Price Chopper Pharmacy)
License Number DS89863)
Expires 12.31.25)
)
)

Docket Number PHA-2023-0171

CONSENT AGREEMENT FOR REPRIMAND

The Massachusetts Board of Registration in Pharmacy (Board) and Price Chopper Pharmacy (Respondent), a Pharmacy with license number DS89863, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Respondent's record maintained by the Board:

1. The Respondent acknowledges that the Board opened a Complaint against the Respondent's license related to the conduct set forth in Paragraph 2 below, identified as Docket Number PHA-2023-0171 (Complaint).
2. The Respondent and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:

A Complaint was opened against Price Chopper Pharmacy #240 for inspectional deficiencies cited during a retail compliance inspection (ISP-21833) conducted on July 31, 2023 for storage of medications outside of the licensed pharmacy area, in violation of 247 CMR 6.02(6)(b), which may be grounds for discipline pursuant to 247 CMR 10.03(1)(a).

3. The Board and Respondent acknowledge and agree that based upon the information described in Paragraph 2 above, the Board could find the Respondent in violation of 247 CMR Section 6.02(6)(b).
4. The Respondent agrees that the Board shall impose a REPRIMAND on this license based on the facts described in Paragraph 2 above, effective as of the date on which the Board signs this Agreement (Effective Date).
5. The Board agrees that in return for the Respondent's execution and successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.

6. The Respondent 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, MGL Chapter 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR Section 1.01, *et seq.* The Respondent further understands that by executing this Agreement, it is knowingly and voluntarily waiving its right to a formal adjudication of the Complaint.
7. The Respondent acknowledges that it has been at all times represented by Counsel or otherwise free to seek and use legal counsel in connection with the Complaint and this Agreement.
8. The Respondent acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board subject to the Commonwealth of Massachusetts' Public Records Law, MGL Chapter 4, Section 7. 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 Respondent understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal, or judicial review.
10. The Respondent certifies that it has read this Agreement.

6/21/2024

Date



Price Chopper Pharmacy (signature)

Scott Guisinger, as a duly authorized Pharmacy Official
Name of Agent (please print name here)



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

6/25/24

Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Licensee on June 28, 2024 by Certified Mail
No. 7022 3330 0001 0813 2207