

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

_____)
In the Matter of)
Samuels Pharmacy)
License No. DS15095)
Expires December 31, 2017)
_____)

Docket No. PHA-2015-0136

CONSENT AGREEMENT FOR REPRIMAND

The Massachusetts Board of Registration in Pharmacy ("Board") and Samuels Pharmacy ("Pharmacy"), a pharmacy licensed by the Board, license number DS15095, 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 license related to the conduct set forth in Paragraph 2, identified as Docket Number PHA-2015-0136 ("Complaint").
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. On or about October 30, 2014, Office of Public Protection investigators conducted a compliance inspection of the Pharmacy ("Inspection I") and observed the following regulatory deficiencies:
 - i. Pharmacy failed to maintain a separate working alarm activated when the pharmacy is closed in violation of 247 CMR 6.02(6)(d);
 - ii. Pharmacy failed to maintain premises in a clean and sanitary manner in violation of 247 CMR 6.02(1);
 - iii. Pharmacy failed to maintain appropriate sanitary appliances, including a suitable sink with running hot and cold water situated near the area where prescriptions are filled in violation of 247 CMR 6.01(5)(a)7;
 - iv. Pharmacy failed to maintain an adequate space specifically designed and suitable for compounding of prescriptions in violation of 247 CMR 9.01(3); and

- v. Pharmacy failed to develop and maintain a Continuous Quality Improvement program consistent with and in violation of the Board's regulations at 247 CMR 15.00.
 - b. On or about April 6, 2015, Office of Public Protection investigators conducted a compliance inspection of the Pharmacy ("Inspection II") and observed the following regulatory deficiencies:
 - i. Pharmacy failed to maintain premises in a clean and sanitary manner in violation of 247 CMR 6.02(1); and
 - ii. Pharmacy failed to properly quarantine expired medications in violation of 247 CMR 9.01(10).
3. The Pharmacy acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 12, §§ 42A and 61 and under 247 CMR 10.03.
 4. The Pharmacy agrees that the Board shall impose a REPRIMAND on its license based on the facts admitted 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 the Pharmacy 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 the Pharmacy 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.

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8. The Pharmacy 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, M.G.L. c. 4, § 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 Pharmacy 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 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.

[Handwritten Signature] 1-28-16
 Witness (sign and date)

[Handwritten Signature] 1/28/16
 Samuels Pharmacy (sign and date)

RESTA A. LYON
 (print name)

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

2/1/16
 Effective Date of Reprimand Agreement

Fully Signed Agreement Sent to Registrant on 2/2/16 by

Certified Mail No. 7015 3010 0001 7080 2540

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