

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of
Sedell's Pharmacy
Pharmacy Registration No. DS3318
Expiration Date: December 31, 2013

PHA-2011-0303

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy (Board) and Sedell's Pharmacy (Pharmacy), a pharmacy located at 290 Bedford Street in Lakeville, Massachusetts and licensed by the Board, Registration No. DS3318, 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 a complaint has been filed with the Board against its Massachusetts Pharmacy registration (registration¹) related to the conduct set forth in paragraph 2, identified as Docket No. PHA-2011-0303 (the Complaint).
2. The Pharmacy admits that at the time of an inspection conducted October 26, 2011, the Pharmacy was out of compliance with numerous Board Regulations at 247 Code of Massachusetts Regulations (CMR) 6.01(5)(b), 6.02(1), 9.01(1), 9.01(5), 9.07(3)(c). Specifically, the Pharmacy admits that the following conditions existed at the time of the inspection: containers of medication in inventory that were unlabeled or improperly labeled, including compounding ingredients, expired medications commingled with active stock, failure to maintain refrigeration logs, storage of food in the drug refrigeration unit, failure to maintain sink and shelving in a sanitary manner, failure to maintain medications in a manner to prevent accidental misuse (comingling of internal and external compounding ingredients) and failure to maintain documentation in accordance with federal and state laws. In addition the Pharmacy admits that the Manager of Record for the Pharmacy was absent from the pharmacy for extended periods. The Pharmacy acknowledges that the foregoing facts warrant disciplinary action by the Board under Mass. General Laws., ch. 42A and 61, and under 247 CMR 10.03(a), (b), (e), (k), (u), (v), (w) and (x).
3. The Pharmacy agrees that its registration shall be placed on PROBATION for no less than ninety (90) days (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 with all of the following requirements to the Board's satisfaction:
 - a. Comply with all laws and regulations governing the practice of pharmacy, and not allow for or permit any continued or further noncompliance such as that set forth in Paragraph 2.

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

- b. Replace the Manager of Record within sixty (60) days of the Effective Date. The Pharmacy shall submit, with its application for Change of Manager or Record, an affidavit signed by the proposed new Manager of Record, averring that he or she has reviewed 247 CMR and understands his or her obligations and responsibilities as a Manager of Record.
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. If the Pharmacy has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate **ninety (90) days** after the Effective Date upon written notice to the Pharmacy from the Board².
7. If the Pharmacy does not 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 requirements of this Agreement; 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 gives 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 pharmacy registration to the Board, by hand or certified mail. The Pharmacy further agrees that upon suspension, it will no longer

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

³ The term "Subsequent Complaint" applies to a complaint opened 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.

be authorized to operate as a pharmacy and shall not in any way represent itself as a Pharmacy until such time as the Board reinstates its registration⁴.

9. 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, 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.
10. 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.
11. 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, G.L. ch. 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.
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 Pharmacy Representative signing this Agreement certifies (1) that he or she is authorized to enter into this Agreement on behalf of the Pharmacy, and (2) that he or she has read this Agreement.

Witness (sign and date)

Susan L Raymond
Print Name: Susan L Raymond

6/13/13

Effective Date of Probation Agreement

Sedell's Pharmacy, DS3318

By: Arthur C Sedell (sign and date)
Print Name: Arthur C Sedell 5/29/13
Title: President

Margaret Cittadino
Margaret Cittadino
Associate Director
Board of Registration in Pharmacy

Fully Signed Agreement Sent to Pharmacy on 6.14.13 by Certified Mail
No. 70123460000173307893

⁴Any evidence of unlicensed practice or misrepresentation as a Pharmacy after the Board has notified the Pharmacy of his registration suspension shall be grounds for further disciplinary action by the Board and the Board's referral of the matter to the appropriate law enforcement authorities for prosecution.