

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Worcester Family Pharmacy)
DS89703)

PHA-2016-0180

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Worcester Family Pharmacy ("Pharmacy" or "Licensee"), DS89703, 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-2016-0180.¹
2. The Board and the Pharmacy acknowledge and agree to the following facts:
 - a. Board Investigators inspected the Pharmacy on or about July 19, 2016. On that date, Board Investigators observed the following deficiencies:
 - i. Failure to comply with 247 CMR 6.07(1)(b). Specifically, the Pharmacy's manager of record did not maintain required pharmacy records.
 - ii. Failure to comply with 247 CMR 9.01(14). Specifically, the Pharmacy did not reconcile its perpetual inventory, which showed an unknown loss of #5 hydrocodone/apap 5/325 mg tablets.
 - iii. Failure to comply with 247 CMR 9.01(1) and 105 CMR 700.006. Specifically, records pertaining to the transfer of

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

controlled substances from the Pharmacy to other pharmacies under common ownership, between November 3, 2015 and July 18, 2016, were not available for review.

- iv. Failure to comply with 247 CMR 9.05. Specifically, controlled substance prescriptions were not properly stored and were not readily available for review.
 - b. Board investigators and the United States Drug Enforcement Administration ("DEA") conducted a site visit at the Pharmacy on or about August 4, 2016. On that date, Board investigators observed the following deficiencies:
 - i. Failure to comply with 247 CMR 9.01(1), 247 CMR 9.05, and 21 CFR 1304. Specifically, the Pharmacy did not maintain complete and accurate records for each controlled substance.
 - ii. Failure to comply with 247 CMR 9.01(1) and 21 CFR 1305.05(a). Specifically, the signature on a power of attorney form was stamped rather than original.
 - iii. Failure to comply with 247 CMR 9.01(1) and 21 CFR 1306.05(a)&(b). Specifically, prescriptions did not contain the prescribers' DEA registration number.
3. The Board and Pharmacy acknowledge and agree that the Pharmacy'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), (d), (v), and (x).
4. The Pharmacy agrees that its license shall be placed on PROBATION for one (1) year ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
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. During the Probationary Period, the Pharmacy further agrees that it will not transfer any controlled substance to another pharmacy under common ownership unless the transfer pertains to a specific, identified

patient and the Pharmacy maintains documentation of the patient specific transfer.


7. 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.
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; and/or
 - ii. **MODIFY** the Probation Agreement requirements; and/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; 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

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.

noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.

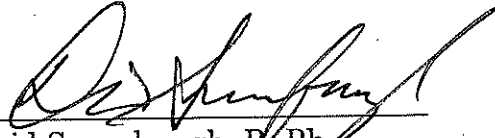
10. The Pharmacy agrees that if the Board suspends its license in accordance with Paragraph 9, it will immediately return its current Massachusetts license to the Board, by hand or certified mail. The Pharmacy further agrees that upon said suspension, they will no longer be authorized to operate as a pharmacy in the Commonwealth of Massachusetts and shall not in any way represent itself as a pharmacy until such time as the Board reinstates its 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 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.

 — 4/20/17
Witness (sign and date)

 4/20/17
Signature and Date

HAMID MOHAGHEGH

Print Name



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

5-4-17

Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 5/15/17 by
Certified

Mail No. 7015 1660 0001 1911 0977