

BEFORE THE IOWA BOARD OF PHARMACY

Re:)	CASE NO. 2014-182
Nonresident Pharmacy License of)	
)	
VILLAGE FERTILITY PHARMACY)	COMBINED STATEMENT OF
License No. 4230)	CHARGES, SETTLEMENT
Respondent.)	AGREEMENT, AND FINAL ORDER

COMES NOW the Iowa Board of Pharmacy ("Board") and Village Fertility Pharmacy ("Respondent"), 335 Bear Hill Road, Waltham, MA 02451, and enter into this Combined Statement of Charges, Settlement Agreement, and Final Order ("Agreement") pursuant to Iowa Code sections 17A.10(2) and 272C.3(4) (2015), stating the following:

1. Respondent holds Iowa nonresident pharmacy license number 4230, which is currently active and expires on December 31, 2015.
2. The Board has jurisdiction over the parties and the subject matter of these proceedings.

A. STATEMENT OF CHARGES

Count I

OUT-OF-STATE DISCIPLINE

3. Respondent is charged with violating the pharmacy or drug laws or rules of another state while under the jurisdiction of that state, pursuant to Iowa Code section 155A.13A(3) and 657 IAC 19.10 and 36.1(4)"ad".

Count II

PROVIDING PHARMACY SERVICES WITHOUT A LICENSE

4. Respondent is charged with providing pharmacy services to Iowa residents without an Iowa pharmacy license in violation of 657 IAC 19.2, pursuant to Iowa Code section 155A.13A(3) and 657 IAC 36.1(4)"v".

B. FACTUAL CIRCUMSTANCES

5. On October 19, 2013, Respondent's Massachusetts pharmacy license was put on probation pursuant to a consent agreement. The probation extends until October 19, 2016.

6. Respondent shipped prescriptions to Iowa patients in 2012. Respondent did not become licensed as a nonresident pharmacy in Iowa until 2014.

C. SETTLEMENT AGREEMENT AND FINAL ORDER

7. Execution of this Combined Statement of Charges, Settlement Agreement, and Final Order constitutes the resolution of a contested case. Respondent has a right to hearing before the Board on the charges, but Respondent waives the right to hearing and all attendant rights,

including the right to appeal or seek judicial review of the Board's action, by freely and voluntarily entering into this Agreement. This Agreement shall constitute the final order of the Board in this case and shall have the force and effect of a disciplinary order entered following a contested case hearing.

8. Respondent acknowledges that the allegations, if proven in a contested case hearing, would constitute grounds for the discipline agreed to in this Combined Statement of Charges, Settlement Agreement, and Final Order.

9. Respondent is freely and voluntarily entering into this Agreement.

10. Respondent acknowledges that it has the right to be represented by counsel on this matter.

11. Respondent agrees that the State's counsel may present this Agreement to the Board and may have *ex parte* communications with the Board while presenting it.

12. This Agreement is subject to approval by the Board. If the Board does not approve this Agreement, it shall be of no force or effect on either party, and shall not be admissible for any purpose in further proceedings in this matter. If the Board approves this Agreement, it shall be the full and final resolution of this matter.

13. This Agreement, when fully executed, is a public record and is available for inspection and copying in accordance with the requirements of Iowa Code chapters 22 and 272C.

14. This Agreement shall not be binding as to any new complaints received by the Board.

15. This Agreement shall be part of Respondent's permanent record and shall be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of any future violations.

16. Respondent acknowledges and understands that this Agreement will be reported to the National Association of Boards of Pharmacy's Disciplinary Clearinghouse.

17. The Board's approval of this Agreement shall constitute a **FINAL ORDER** of the Board.

IT IS THEREFORE ORDERED:

18. Respondent's license is hereby placed on **PROBATION** for the entirety of Respondent's probationary period in Massachusetts, which is expected to last until August 19, 2016. The following conditions apply during the probation period:

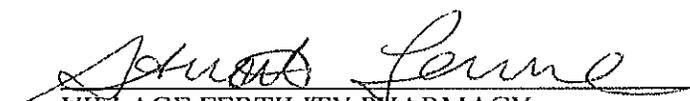
- a. Respondent shall comply with all terms of the Massachusetts Consent Agreement for Probation, which include a restriction from medium-risk and high-risk sterile compounding until approved to do so by the Massachusetts Board of Registration in Pharmacy.

- b. Respondent authorizes the release of all information and records related to the Massachusetts probationary period in possession of the Massachusetts Board of Registration in Pharmacy or its agent to the Iowa Board of Pharmacy upon request, in order to verify compliance with this Agreement.
- c. This Agreement is intended to mirror the Massachusetts Consent Agreement for Probation. If any conditions or restrictions are added or removed by the Massachusetts Board of Registration in Pharmacy, those changes will be incorporated into this Agreement. If Respondent is granted early release from Massachusetts probation, Respondent's Iowa nonresident pharmacy license shall also be released from probation. Any changes to the Massachusetts probationary conditions or terms shall be promptly reported to the Iowa Board of Pharmacy.
- d. Respondent shall report any violations of its Massachusetts probation to the Iowa Board of Pharmacy immediately.

19. Respondent agrees to pay a civil penalty in the amount of one thousand dollars (\$1000). This civil penalty shall be made payable to the Treasurer of Iowa and mailed to the Executive Director of the Board within sixty (60) days of the Board's approval of this Agreement. All civil penalty payments shall be deposited into the State of Iowa general fund.

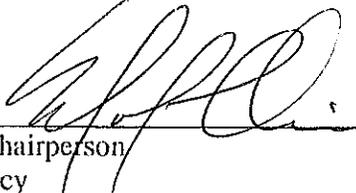
20. Should Respondent violate the terms of this Agreement, the Board may initiate action to impose other licensee discipline as authorized by Iowa Code chapters 272C and 155A (2015) and 657 Iowa Administrative Code chapter 36.

This Combined Statement of Charges, Settlement Agreement, and Final Order is voluntarily submitted by Respondent to the Board for its consideration on the 16 day of FEBRUARY, 2015.


 VILLAGE FERTILITY PHARMACY
 Respondent

By this signature, STUART COWIN acknowledges s/he is the PRESIDENT for Village Fertility Pharmacy and is authorized to sign this Combined Statement of Charges, Settlement Agreement, and Final Order on behalf of Village Fertility Pharmacy.

This Combined Statement of Charges, Settlement Agreement, and Final Order is accepted by the Iowa Board of Pharmacy on the 10th day of March, 2015.



EDWARD MAIER, Chairperson
Iowa Board of Pharmacy
400 SW Eighth Street, Suite E
Des Moines, Iowa 50309-4688

Copy to:

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