

IN THE MATTER OF

*

BEFORE THE

**ST. JUDE CHILDREN'S
RESEARCH HOSPITAL PHARMACY**

*

MARYLAND STATE

*

BOARD OF PHARMACY

PERMIT NO. P05396

*

Case No. 24-298

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PRE-CHARGE CONSENT ORDER

Background

The Maryland Board of Pharmacy (the "Board") received credible information from a staff pharmacist at St. Jude Children's Research Hospital Pharmacy (the "Pharmacy") indicating that the Pharmacy, located and licensed in Tennessee, had dispensed prescription drugs to patients in Maryland after expiration of its Maryland non-resident pharmacy permit.

In lieu of instituting formal proceedings against the Pharmacy, in accordance with the Maryland Pharmacy Act, Md. Code Ann., Health Occ. § 12-101 *et seq.*, the Board and the Pharmacy have agreed to resolve this matter as set forth in this Pre-Charge Consent Order.

FINDINGS OF FACT

1. St. Jude Children's Research Hospital Pharmacy is a pharmacy located and licensed in Memphis, Tennessee under Permit Number 55331.
2. The Pharmacy's permit in Tennessee is currently active and in good standing.
3. The Pharmacy was originally issued a non-resident pharmacy permit by the Maryland Board of Pharmacy on September 24, 2010.
4. On or about May 24, 2022, the Board received an application from a staff pharmacist of the Pharmacy indicating that prescriptions had been mailed from

the Pharmacy to Maryland patients. The Board discovered during the course of its application review that the Pharmacy's Maryland non-resident pharmacy permit had expired on May 31, 2022.

5. Further investigation determined that the Pharmacy dispensed approximately 17 prescriptions to two (2) Maryland patients after the expiration of its Maryland permit.
6. None of the prescriptions dispensed into Maryland after the expiration of the Pharmacy's permit were controlled dangerous substances.
7. On May 6, 2024, the Pharmacy submitted an application for reinstatement of its Maryland non-resident pharmacy permit.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Board concludes that St. Jude Children's Research Hospital Pharmacy is subject to discipline in accordance with Md. Code Ann., Health Occ. §§ 12-401, 12-403(e), 12-703, and 12-707(e).

ORDER

Based upon an affirmative vote of a majority of the Board under the authority of Md. Code Ann., Health Occ. § 12-101, *et seq.*, it this 8th day of August, 2024, hereby,

ORDERED that St. Jude Children's Research Hospital Pharmacy, Permit No. P05396, shall pay a FINE in the amount of \$5,000.00, payable to the Maryland Board of Pharmacy within thirty (30) days of the date of this Order, and mailed to:

Wells Fargo Bank
Attn: State of MD - Board of Pharmacy
Lockbox 2051
401 Market Street

Philadelphia, PA 19106


NOTE: Please include the case number, 24-298, on your check or money order to ensure proper assignment to this case; and be it further,

ORDERED that the Pharmacy, shall comply with all laws and regulations governing the dispensing of prescription drugs and devices into the State of Maryland by non-resident pharmacies; and be it further,

ORDERED that in the event that the Pharmacy violates any of the terms above, the Board, after notice and an opportunity for a hearing, and a determination of a violation, may impose any disciplinary sanction it deems appropriate, including suspension, revocation, and fines, said violation being proven by a preponderance of the evidence; and be it further,

ORDERED that this is a formal order and as such is a public document pursuant to Md. Code Ann., General Provisions Article § 4-301, *et seq.*

8-8-24
Date


Deena Speight-Napata, M.A.
Executive Director for:

Kris Rusinko, Pharm.D.
Board President

CONSENT

1. By signing this Consent, St. Jude Children’s Research Hospital Pharmacy (the “Pharmacy”), submits to the foregoing Pre-Charge Consent Order as a resolution of this matter and agrees to be bound by its terms and conditions.

2. The Pharmacy acknowledges the validity of this Pre-Charge Consent Order as if it were made after a hearing in which it would have had the right to counsel, to confront witnesses, and to all other substantial procedural protections provided by law.

3. The Pharmacy acknowledges that, by entering into this Pre-Charge Consent Order, the Pharmacy is waiving its right to appeal any adverse ruling of the Board that might have followed such an evidentiary hearing.

4. The Pharmacy acknowledges the legal authority and the jurisdiction of the Board to enter and enforce this Pre-Charge Consent Order.

5. The Pharmacy signs this Pre-Charge Consent Order freely and voluntarily, after having had the opportunity to consult with counsel. The Pharmacy fully understands the language, meaning, and effect of this Pre-Charge Consent Order.

8/1/2024
Date


Name: M. Brooke Bernhardt
Title: Chief Pharmaceutical officer

STATE OF Tennessee
COUNTY/CITY OF: Shelby

I hereby certify that on this 1st day of August 2024, before me, a Notary Public of the State and County/City aforesaid, personally appeared M. Brooke Bernhardt, and made an oath in due form that the foregoing Consent was his/her voluntary act and deed on behalf of St. Jude Children's Research Hospital Pharmacy.



Kim Bounds
Notary Public
My commission expires: 2-2-2026

1. The Plaintiff claims that the Defendant has wrongfully taken possession of the property and that the Defendant is in breach of the contract. The Plaintiff seeks a writ of specific performance to compel the Defendant to perform the contract and to return the property to the Plaintiff. The Plaintiff also seeks damages for the loss of the property and for the costs of the litigation.

2. The Defendant claims that the Plaintiff has wrongfully taken possession of the property and that the Plaintiff is in breach of the contract. The Defendant seeks a writ of specific performance to compel the Plaintiff to perform the contract and to return the property to the Defendant. The Defendant also seeks damages for the loss of the property and for the costs of the litigation.

3. The Court finds that the Plaintiff has established its claim and that the Defendant is in breach of the contract. The Court grants the Plaintiff a writ of specific performance and awards damages for the loss of the property and for the costs of the litigation.

[Handwritten signature]
The Plaintiff's Attorney
123 Main Street
City, State, ZIP

[Handwritten signature]
The Defendant's Attorney
456 Main Street
City, State, ZIP

WITNESSED my hand and the seal of my office this _____ day of _____, 20____.

Notary Public
State of Tennessee

