

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF LICENSE  
IN PHARMACY

In the Matter of )  
Amanda Rhea Atwood )  
License No. PT17889 )

Docket No. PHA-2016-0207

**CONSENT AGREEMENT FOR VOLUNTARY SURRENDER**

The Massachusetts Board of Registration in Pharmacy ("Board") and Amanda Rhea Atwood ("Licensee"), a pharmacy technician licensed by the Board, License No. PT17889, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges that the Board has opened a complaint against her Massachusetts pharmacy technician license related to the conduct set forth in paragraph 2, identified as Docket No. PHA-2016-0207 ("the Complaint").<sup>1</sup>
2. The Board and the Licensee acknowledge and agree to the following facts:
  - a. Licensee worked as a pharmacy technician at CVS Pharmacy # 335 in Raynham, Massachusetts from approximately August 2016 until September 23, 2016.
  - b. Licensee diverted approximately 120 tablets of oxycodone/apap 7.5/325 mg from CVS Pharmacy # 335 while she was working as a technician. Licensee did not have a valid prescription for said oxycodone/apap.
  - c. Licensee worked as a pharmacy technician at CVS Pharmacy # 2322 in Hyannis, Massachusetts from approximately April 2016 until September 2016.

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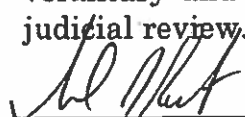
<sup>1</sup> The term "license" applies to both a current license and the right to renew an expired license.


- d. Licensee diverted approximately 150 tablets buprenorphine/naloxone 8/2 mg from CVS Pharmacy # 2322 while she was working as a technician. Licensee did not have a valid prescription for said buprenorphine/naloxone.
3. The Licensee agrees the conduct described in Paragraph 2 constitutes a violation of M.G.L. c. 94C, § 34 and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(x).
  4. The Licensee agrees to SURRENDER her pharmacy technician license for an indefinite period of time and to refrain from practicing as a pharmacy technician and working in any pharmacy-related setting in Massachusetts, commencing with the date on which the Board signs this Agreement ("Effective Date"). The Licensee further agrees to immediately return her original Massachusetts pharmacy technician license to the Board.
  5. The Licensee agrees that she will not practice as a pharmacy technician or work in a pharmacy related setting in Massachusetts from the Effective Date unless and until the Board reinstates her license.<sup>2</sup>
  6. The Board agrees that in return for the Licensee's execution and successful compliance with all the requirements of this Agreement it will not prosecute the Complaint.

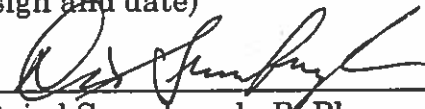
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<sup>2</sup> The Licensee understands that practice as a registered pharmacy technician includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a registered pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacy technician registration. The Licensee further understands that if she accepts a voluntary or paid position as a pharmacy technician, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates her registration, evidence of such practice shall be grounds for the Board's referral of any such unlicensed practice to the appropriate law enforcement authorities for prosecution.

7. The Licensee understands that she has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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 Licensee further understands that by executing this Agreement she is knowingly and voluntarily waiving her right to a formal adjudication of the Complaint.
8. The Licensee acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
9. The Licensee 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.
10. The Licensee certifies that she has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

 11/10/16  
 Witness (sign and date)

 11.18.16  
 Amanda Rhea Atwood  
 (sign and date)

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

12-15-16  
 Effective Date

Fully Signed Agreement Sent to Licensee on 12/20/16 by  
 Certified Mail No. 7016 0340 0000 4975 9438

ON 12/20/16 via Cert. Mail NO  
 7016 0340 0000 4975 9452

Amanda Rhea Atwood  
 PT17889  
 PHA-2016-0207