

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Andy Tu Do)
PI157200)

PHA-2015-0118

received
MAR 23 2015
BOARD OF
PHARMACY

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and Andy Tu Do ("Licensee"), PI157200, 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. Licensee acknowledges that the Board opened a complaint against his Massachusetts pharmacy intern license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2015-0118.¹
2. The Board and Licensee acknowledge and agree to the following facts:
 - a. Licensee took the North America Pharmacist Licensure Examination ("NAPLEX") on August 27, 2014 and March 15, 2015. On each occasion Licensee took the NAPLEX, he agreed to the terms of a non-disclosure agreement pursuant to which he agreed to not make the content of the exam available to others.
 - b. From approximately April 2015 until June 2015, Licensee sold the questions that he and another individual viewed on the NAPLEX exam on eBay.
 - c. Licensee violated the terms of the NAPLEX non-disclosure agreement.
 - d. The foregoing facts warrant disciplinary action by the Board under M.G.L. c. 12, §§ 42A and 61 and under 247 CMR 10.03(1)(r)&(s).

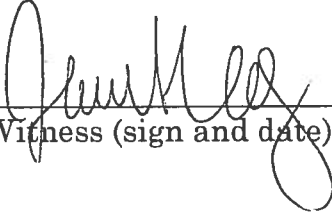
¹ The term "license" applies to both a current license and the right to renew an expired license.


3. Licensee agrees that his pharmacy intern license shall be placed on PROBATION ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
4. During the Probationary Period, the Licensee further agrees that he shall comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
5. The Board agrees that in return for Licensee's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
6. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint² during the Probationary Period, the Licensee agrees to the following:
 - a. The Board may upon written notice to the Licensee, 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 Licensee's pharmacy intern license.
 - b. If the Board suspends the Licensee's pharmacy intern license pursuant to Paragraph 6(a)(iii), the suspension shall remain in effect until:
 - i. the Board provides Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and Licensee sign a subsequent agreement; or

² 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 Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

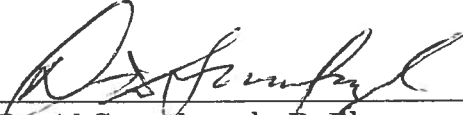
- iii. the Board issues a written final decision and order following adjudication of the allegations (1) of noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.
7. Licensee agrees that if the Board suspends his pharmacy intern license in accordance with Paragraph 6, he will immediately return his current Massachusetts pharmacy intern license to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, he will no longer be authorized to practice as a pharmacy intern in the Commonwealth of Massachusetts and shall not in any way represent himself as a pharmacy intern until such time as the Board reinstates his pharmacy intern license or right to renew such license.
8. Licensee understands that he has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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 he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaints.
9. The Registrant acknowledges that he has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
10. 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.

11. The Licensee certifies that he 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.

 3/23/16
Witness (sign and date)

 3/23/16
Signature and Date
Andy Tu Do

ANDY DO
Print Name
Andy Tu Do


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

3-24-16
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 3/28/16 by
Certified
Mail No. 7015 3010 0001 6944 5192