

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Christopher Warman)
PT License No. 5012)
Expiration Date: 3/24/15)

Docket No. PHA-2014-0213

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Christopher Warman ("Licensee"), a pharmacy technician licensed by the Board, PT5012, 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 a complaint has been filed with the Board against his Massachusetts pharmacy technician license¹ related to the conduct set forth in paragraph 2, identified as Docket No. PHA-2014-0213 ("the Complaint").
2. The Board and the Licensee acknowledges and agree to the following facts:
 - a. Licensee was employed between September 21, 2009 and July 14, 2014 as a pharmacy technician at St. Vincent Hospital located at 123 Summer Street in Worcester, MA.
 - b. During his employment, Licensee diverted controlled substances including, but not limited to 30 mg codeine/apap (30 tablets), 2 mg/mL hydromorphone vials (50 vials), 2 mg/mL lorazepam vials (8 vials), 50 mg/mL meperidine syringes (24 syringes), 2 mg/mL morphine syringes (18 syringes), 4 mg/mL morphine syringes (8 syringes), and 10 mg/mL morphine syringes (20 syringes). Licensee did not have a legitimate prescription for these substances.

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

3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2b is a violation M.G.L. c. 94C, § 34 and warrants disciplinary action by the Board under M.G.L. c. 112, § 61 and 247 CMR 10.06(6).
4. The Licensee agrees to **SURRENDER** his pharmacy technician registration for an indefinite period of time and refrain from practicing as a pharmacy technician and/or from 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 his original Massachusetts pharmacy technician license to the Board.
5. The Licensee agrees that he will not practice as a pharmacist or pharmacy technician or work in a pharmacy-related setting in Massachusetts from the Effective Date unless and until the Board reinstates his license.²
6. The Board agrees that in return for the Licensee's execution of this Agreement it will not prosecute the Complaint.
7. The 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 by executing this Agreement he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaint.

² The Licensee understands that practice as a licensed pharmacy technician includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a licensed pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacist license or pharmacy technician license. The Licensee further understands that if he accepts a voluntary or paid position as a pharmacist or pharmacy technician, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates his license, 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.

8. The Licensee acknowledges that he 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 he has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a final act and not subject to reconsideration, appeal or judicial review.

Jusela Warman 3/18/15
 Witness (sign and date) 3/18/15

Chris Warman 3-18-15
 Christopher Warman
 Licensee (sign and date)

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

3/23/2015
 Effective Date of Surrender Agreement

Fully Signed Agreement Sent to Licensee on 3-23-15 by
 Certified Mail No. 7012 3460 0002 3702 9068