

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

Received

In the Matter of )  
Donald Wayne Alcus )  
PT License No. 17267 )  
Expiration Date: 04/13/2016 )

PHA-2014-0184

MAR 11 2015  
BOARD OF  
PHARMACY

**CONSENT AGREEMENT FOR VOLUNTARY SURRENDER**

The Massachusetts Board of Registration in Pharmacy ("Board") and Donald Alcus ("Licensee"), a pharmacy technician licensed by the Board, PT17267, 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 opened a complaint against his Massachusetts pharmacy technician license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2014-0184 ("Complaint").<sup>1</sup>
2. The Board and Licensee acknowledge and agree to the following facts:
  - a. On or about June 19, 2014, Licensee attempted to sell an unknown quantity of oxycodone 5 mg tablets in a parking lot of a fast food establishment in Londonderry, New Hampshire.
  - b. On or about June 19, 2014, Licensee was arrested and charged with unauthorized sale of controlled/narcotic drugs by the Londonderry Police Department.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 is grounds for discipline by the Board pursuant to M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(r), and 247 CMR 10.06(6).

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

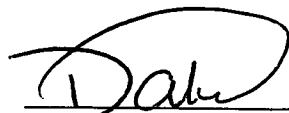
4. The Licensee agrees to SURRENDER his license for an indefinite period of time and refrain from practicing as a pharmacy technician and from working in any pharmacy-related setting in Massachusetts, commencing with the date on which the Board signs this Agreement ("Effective Date"). The Licensee further agrees to immediately return his original Massachusetts pharmacy technician license to the Board.
5. The Licensee agrees that he will not practice as a pharmacy technician or work in a pharmacy related setting in Massachusetts from the Effective Date unless and until the Board reinstates his 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, the Board 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 that by executing this Agreement he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaint.
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 subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, § 7. 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.

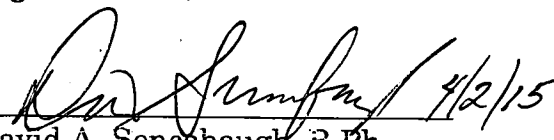
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<sup>2</sup> The Licensee understands that practice as a registered pharmacy technician includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a licensed pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacy technician license. The Licensee further understands that if he 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 his 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.

10. 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.

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Witness (sign and date)

 3/11/15  
Donald Wayne Alcus  
(sign and date)

 4/2/15  
David A. Sencabaugh, R.Ph.  
Executive Director  
Board of Registration in Pharmacy

4-2-15  
Effective Date of Agreement

Fully Signed Agreement Sent to Licensee on 4-2-15 by  
Certified Mail No. 7012 3460 0002 3702 9129