

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Ellen L. Morand)
Pharmacy Technician Registration No. 9301)
License expiration date 4/29/12)

Docket No. PHA-2010-0105

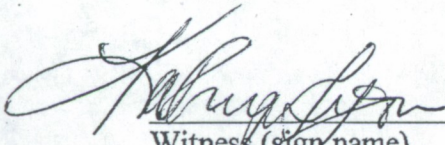
VOLUNTARY SURRENDER AGREEMENT

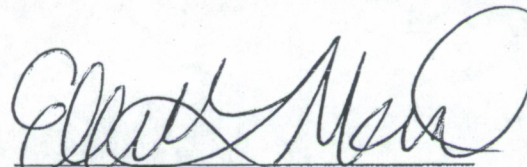
The Board of Registration in Pharmacy ("Board") and Ellen L. Morand ("registrant"), a pharmacy technician registered by the Board (Pharmacy Technician Registration No. 9301), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the file of registrant that is maintained by the Board:

1. The registrant hereby acknowledges that she was charged with four counts of larceny in amounts exceeding \$250.00 in Lynn District Court (docket numbers 1013CR003327A, B, C and D) as a result of alleged conduct while employed as a pharmacy technician at Eaton Apothecary ("the pharmacy") in Lynn, Massachusetts during May – June, 2010. A not guilty plea was entered initially; however, on or about October 6, 2010, the registrant admitted to sufficient facts in connection with the charges and the court continued the matters without a finding, ordering the registrant to pay restitution to the pharmacy in the amount of \$8,460.20.
2. The registrant, having previously relinquished physical custody of her pharmacy technician registration to the Board, hereby voluntarily SURRENDERS her right and authorization to practice as a pharmacy technician in the Commonwealth of Massachusetts (Registration No. 9301). The registrant acknowledges and agrees that the surrender period shall be for a minimum of five (5) years from the date she relinquished physical custody of her wallet registration card, as set forth in paragraph three (3) of this Agreement.
3. The registrant offers this surrender of her pharmacy technician registration with the understanding that the surrender period shall be for a minimum five (5) year period from the date she relinquished physical custody of her wallet registration card, and shall continue until the Board, in its discretion, determines that the registrant is eligible to petition in writing for the reinstatement of her registration. The Board and the registrant agree that the Board will not review and the registrant may not file any petition for relicensure with the Board during the five (5) year period following the date the registrant relinquished physical custody of her wallet registration card (*i.e.*, on or about August 30, 2010). At the time of any such petition for registration as a pharmacy technician, the Board may consider any criminal convictions or relevant conduct not referenced in paragraph one of this Agreement. If at any time in the future registrant seeks relicensure by the Board, as a pharmacy technician, pharmacy intern, or pharmacist, the Board may require the registrant to complete certain requirements and meet specific terms and conditions for relicensure prior to filing any petition for relicensure, including but not limited to, submission of the results of a psychiatric evaluation, satisfactory completion

of a Board-approved ethics course, and retraining and re-examination as a pharmacy technician. The registrant acknowledges that she will be required to meet any and all statutory and/or regulatory licensure requirements in effect at the time of any petition for licensure, including the good moral character requirement for registration by the Board, such evaluation of her moral character to be made by the Board at the time the registrant files any application for registration in the future, in accordance with the terms of this Agreement and which evaluation shall include the Board's review of the conduct referenced in paragraph (1) of this Agreement.

4. This Agreement and its contents shall be incorporated into the records maintained by the Board. This Agreement is a public record subject to disclosure to the public and equivalent state licensing boards.
5. The Board agrees that in return for registrant's execution of this Agreement, the Board will not advance the prosecution of the complaint docket no. PHA-2010-0105. Any and all other rights of the Board to take action within the scope of its authority are expressly reserved.
6. The registrant understands and agrees that the decision to enter into this Agreement and to accept the terms and conditions herein described is a final act and is not subject to reconsideration or judicial review.
7. The registrant states that she has used legal counsel in connection with her decision to enter into this Agreement.
8. The registrant certifies that she has read this document entitled "Voluntary Surrender Agreement." The registrant understands that, by executing this Agreement, she is waiving her right to a formal hearing concerning complaint docket no. PHA-2010-0105, at which she would possess the rights 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 court in the event of an adverse ruling, and all other rights set forth in G.L. c. 30A and 801 CMR 1.01 et seq. Registrant states that she further understands that in executing this document entitled "Voluntary Surrender Agreement," she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above-listed rights.


Witness (sign name)


Ellen L. Morand

KATHRYN LYON
Witness (print name)

Date signed: 12/2/10

Board of Registration in Pharmacy

Aug 26, 2010
Effective Date

By: Joanne M. Trifone
Joanne M. Trifone, R.Ph., President