

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION IN
PHARMACY

IN THE MATTER OF
ANGEL RAFAEL ORTIZ
License No. PT17728
Expires July 26, 2016

Docket No. PHA-2015-0092

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Angel Rafael Ortiz ("Licensee"), a pharmacy technician licensed by the Board, PT17728, 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 ("License") related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2015-0092 ("Complaint").¹
2. The Board and Licensee acknowledge and agree to the following facts:
 - a. On or about March 7, 2014, the Board issued Licensee a pharmacy technician License based in part on the application ("Application") Licensee submitted to the Board on or about February 26, 2014.
 - b. On his Application, Licensee failed to answer that he had been indicted on or about December 12, 2011 or arraigned on or about January 6, 2012 for felony charges related to alleged violations of M.G.L. c. 265, §§ 13B, 23, 23A and 26C.
 - c. Licensee failed to notify the Board within 30 days of his two felony convictions on December 4, 2014.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 constitutes violations of 247 CMR 10.03(1)(r), 10.03(1)(u) and 10.03(1)(aa) and is grounds for discipline by the Board pursuant to M.G.L. c. 112, § 61 and 247 CMR 10.06(6).

¹ The term "license", "License" or "registration" 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 registration 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.²
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.

² 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.

Jacqueline Mator 8/12/15 Angel Rafael Ortiz (8/12/15)
Witness (sign and date) Angel Rafael Ortiz (sign and date)

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

8/21/15
Effective Date of Agreement

Fully Signed Agreement Sent to Registrant on 8/21/15 by

Certified Mail No. 7014 2120 0002 1353 5923