

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
Jeremy Whitcomb)
PH23390)

Docket No. PHA-2017-0037

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Jeremy Whitcomb ("Licensee"), pharmacist licensed by the Board, License No. PH23390, 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 their Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2017-0037 ("the Complaint").¹
2. The Licensee and the Board agree to resolve this Complaint without making any admissions or findings and without proceeding to a formal adjudicatory hearing. The Complaint alleges the following:
 - a. From July 2016 until March 7, 2017, Licensee worked as a pharmacist at Medminder Systems, Inc. ("Medminder"), DS90072, located in Needham, Massachusetts.
 - b. In or about February 2017 and March 2017, while working at Medminder, Licensee diverted controlled substances from Medminder [REDACTED]
 - c. The Licensee did not have valid prescriptions for said controlled substance(s).
 - d. On April 29, 2020, and as the result of the allegations above, the Licensee entered into a Consent Agreement for PSUD Participation ("CAPP Agreement").

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

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- e. From approximately December, 2022 until approximately September 6, 2023, Licensee worked as a pharmacist at Bird's Hill Pharmacy ("Bird's Hill"), DS90094, located in Needham, MA.
 - f. On or about September 6, 2023, while working as a pharmacist at Bird's Hill, the licensee diverted pseudoephedrine API (active pharmaceutical ingredient) powder from Bird's Hill [REDACTED] which is a violation of the terms of their CAPP Agreement.
 - g. On October 10, 2023, the PSUD Rehabilitation Evaluation Committee ("REC") recommended the License be terminated from the PSUD program.
- 3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 constitutes a violation of M.G.L. c. 94C, §37 and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A and 61, 247 CMR 10.03(1)(a), (b), (h), (l), (v) & (x).
 - 4. The Licensee agrees to SURRENDER their pharmacist license for an indefinite period of time and refrain from practicing as a pharmacist and from working in any pharmacy-related setting in Massachusetts, commencing with the date on which the Board signs this Agreement ("Effective Date").
 - 5. The Licensee agrees that they will not practice as a pharmacist or work in a pharmacy related setting in Massachusetts from the Effective Date unless and until the Board reinstates their 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 they have a right to a formal adjudicatory hearing concerning the allegations against them and that during said adjudication they would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on their 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


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

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 they are knowingly and voluntarily waiving their right to a formal adjudication of the Complaint.

8. The Licensee acknowledges that they have been at all times represented by Counsel or otherwise 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 acknowledges that, as a result of their termination from PSUD, the previously executed CAPP Agreement and all related qualifying documents constitute a public record of action by the Board. The Board may forward a copy of the CAPP Agreement and any other related qualifying document to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
11. The Licensee certifies that they have 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.



Witness (sign and date)



Jeremy Whitcomb
Licensee (sign and date)

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

11/2/2023

Effective Date

Fully Signed Agreement Sent to Licensee on 12/11/2023 by
Certified Mail No. 70200090000012733633