

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

\_\_\_\_\_  
In the Matter of )  
John E. O'Sullivan, Jr., R.Ph. )  
Pharmacist Registration No. 18979 )  
\_\_\_\_\_ )

Docket No. PH-07-092

VOLUNTARY SURRENDER AGREEMENT

The Board of Registration in Pharmacy ("Board") and John E. O'Sullivan, R.Ph. ("Registrant"), a pharmacist registered by the Board, (Pharmacist Registration No. 18979), do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the file of the Registrant which is maintained by the Board:

1. The parties enter into this Voluntary Surrender Agreement ("Agreement") in order to resolve the complaint pending against the Registrant before the Board as Docket No. PH-07-092 (the "Complaint").
2. Registrant acknowledges that substantial evidence exists which if proven at hearing would show that on multiple dates during the period commencing in 1999 and continuing through 2007, he provided various amounts of prescription drugs without a prescription to an individual (PH) for use by PH and his wife.
3. Registrant acknowledges that on October 30, 2007, the Board issued an Order of Summary Suspension ("Order") against his license and pursuant to that Order, Registrant surrendered his license to practice pharmacy on November 6, 2007. His license has been surrendered since that date.
4. Registrant acknowledges and agrees that the conduct described in Paragraph 2 constitutes violations of G.L. c. 94C, ss. 2, 15 and 33, subsec. (b); the recordkeeping requirements of Title 21 CFR 1304.4(h)(2); G.L. c. 112, ss. 61; and 247 CMR sections 9.01(1), 9.01(2), 9.01(6), 9.01(9), 10.03(1)(a), 10.03(1)(b), 10.03(1)(e), 10.03(1)(f), 10.03(1)(k), 10.03(1)(v), 10.03(1)(w) and 10.03(1)(x), and as such, is a basis for disciplinary action by the Board.
5. Accordingly, Registrant freely agrees to voluntarily surrender his license, and the Board agrees to accept the voluntary surrender of Registrant's license to practice pharmacy in



the Commonwealth of Massachusetts (License No. 18979) in resolution of the Complaint, commencing on the Effective Date of this Agreement. Such surrender shall be for an indefinite period and shall continue until the Board, in its discretion, determines that the Registrant is eligible to petition for the reinstatement of his license. The Board and the Registrant agree that the Board will not review and the Registrant may not request or file any petition for licensure with the Board during the four (4) year period following the date of execution of this Agreement by the Registrant. If at any time Registrant desires to seek licensure by the Board in the future, the Registrant acknowledges that the Board would:

- (a) require Registrant to complete all requirements for initial licensure in the Commonwealth, including but not limited to, examination, internship experience, and a Massachusetts Professional Recovery System (MPRS) evaluation, and depending upon the results of the MPRS evaluation, participation in MPRS for a minimum five (5) year period;
  - (b) consider Registrant's conduct as described in Paragraph 2 in reviewing any petition for licensure; and
  - (c) require Registrant to meet such additional terms and conditions as the Board may deem appropriate. Registrant acknowledges that the Board would impose monitoring and practice limitation conditions should the Board grant any petition for licensure in the future, including but not limited to, probationary status, MPRS participation, supervised practice and practice setting restrictions.
6. This Agreement and its contents shall be incorporated into the records maintained by the Board and are matters of public record, subject to disclosure without limitation to the public and equivalent state licensing boards.
7. The Board agrees that in return for the Registrant's execution of this Agreement, the Board will not advance the prosecution of the Registrant pursuant to the Complaint. Any and all other rights of the Board to take action within the scope of its authority are expressly reserved.
8. The Registrant understands and agrees that his 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.
9. The Registrant states that he has used legal counsel in connection with his decision to enter into this Agreement.
10. The Registrant certifies that he has read this document entitled "Voluntary Surrender Agreement". The Registrant understands that by executing this Agreement, he is waiving his right to a formal hearing at which he would possess the rights 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 court in the event of an adverse ruling, and all other rights set forth in the State Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.*

Joseph J. Machera  
Witness (sign name and date)  
7/27/09

JOSEPH J. MACHERA  
Witness (print name)

John E. O'Sullivan R.Ph.  
John E. O'Sullivan, R.Ph.

BOARD OF REGISTRATION IN  
PHARMACY

By: Joanne M. Trifone/smt  
Joanne M. Trifone, R.Ph.  
President Elect

Board Use: Board Decision ID No. 2043