

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter)
Josephine Pearl Gude III)
PT18963)

PHA-2015-0055

* CONSENT AGREEMENT FOR PROBATION *

The Massachusetts Board of Registration in Pharmacy ("Board") and Josephine Pearl Gude III ("Licensee"), PT18963, 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. Licensee acknowledges that the Board opened a complaint against her Massachusetts pharmacy technician license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2015-0055.¹
2. The Board and Licensee acknowledge and agree to the following facts:
 - a. At all relevant times, Licensee worked as a pharmacy technician at CVS # 2377 located in Plymouth, Massachusetts, CVS # 2138 located in Plymouth, Massachusetts, CVS #1850 located in Sandwich, Massachusetts, and CVS # 636 located in Sandwich, Massachusetts.
 - b. Licensee admitted to taking merchandise from the pharmacies where she worked without paying for the merchandise. Licensee also admitted to deliberately purchasing items at CVS that offered CVS Extra Bucks and then refunded the product but retained the Extra Bucks.
 - c. On or about February 11, 2015, Licensee signed a written statement in which she admitted to diverting controlled substances from the pharmacies while she worked as a pharmacy technician:

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

Gude, Josephine Pearl
PT18963
PHA-2015-0055

- i. Licensee diverted 20 tablets of acetaminophen 500 mg and 30 tablets of alprazolam 2 mg from CVS # 1850.
 - ii. Licensee diverted 180 films of suboxone 8-2 mg, 100 tablets of zolpidem, 100 tablets of naproxen, 20 tablets of niacin, 20 tablets of oxycodone 5 mg, and 5 fentanyl patches from CVS # 2138.
 - iii. Licensee diverted 10 tablets of lorazepam 0.5 mg, 40 tablets of omeprazole 20 mg, 20 tablets of alprazolam 2 mg, 60 tablets of zolpidem, and 20 films of suboxone 8-2 mg from CVS # 2377.
 - iv. Licensee diverted 30 tablets of acetaminophen 500 mg, 20 tablets of lorazepam 1 mg, 10 tablets of alprazolam 2 mg, and 20 tablets of omeprazole 40 mg from CVS 636.
 - d. Licensee did not have a prescription for said acetaminophen, alprazolam, suboxone, zolpidem, naproxen, niacin, oxycodone fentanyl, lorazepam, or omeprazole.
 - e. On or about May 11, 2015, Licensee stated to Board investigators she did not divert any controlled substances from the pharmacies where she worked as a technician. Licensee further stated that CVS coerced her into signed the written statement in which she admitted to diverting controlled substances.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 is a violation M.G.L. c. 94C, § 34 and warrants disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03(1)(e), (v), and (x).
 4. Licensee agrees that her pharmacy technician license shall be placed on PROBATION for 1 year ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
 5. During the Probationary Period, the Licensee further agrees that she shall comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.

6. The Board agrees that in return for Licensee's execution and successful compliance with the requirements of this Agreement it will not prosecute the Complaint.
7. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate 1 year after the Effective Date upon written notice to the Licensee from the Board².
8. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint³ during the Probationary Period, the Licensee agrees to the following:
 - a. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's pharmacy technician license.
 - b. If the Board suspends the Licensee's pharmacy technician license pursuant to Paragraph 8 (a)(iii), the suspension shall remain in effect until:
 - i. the Board provides Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and Licensee sign a subsequent agreement; or
 - iii. the Board issues a written final decision and order.

² In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address of record.

³ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

9. Licensee agrees that if the Board suspends her pharmacy technician license in accordance with Paragraph 8, she will immediately return her current Massachusetts pharmacist technician license to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, she will no longer be authorized to practice as a pharmacy technician in the Commonwealth of Massachusetts and shall not in any way represent herself as a pharmacy technician until such time as the Board reinstates her pharmacy technician license or right to renew such license.
10. Licensee understands that she has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication she would possess the right 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 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 she is knowingly and voluntarily waiving her right to a formal adjudication of the Complaints.
11. The Licensee acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
12. 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.

13. The Licensee certifies that she 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.

Amanda Cole 10/17/17
Witness (sign and date)

Josephine Pearl Gude III 10/17/17
Josephine Pearl Gude III
(sign and date)

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

10-19-2017
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 10.19.17 by
Certified
Mail No. 7017 1450 0002 2340 7652