

FEB 11 2015

BOARD OF  
PHARMACY

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN PHARMACY

In the Matter of

**KESHA MARIE GERMAIN**

PT License No. PT13400

Expiration Date: 3/15/15

Docket No. PHA-2014-0185

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Kesha Marie Germain ("Licensee"), a registered pharmacy technician by the Board, PT License No. PT13400, 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 a complaint has been filed with the Board against her Massachusetts pharmacy technician registration ("registration"<sup>1</sup>) related to the conduct set forth in paragraph 2, identified as Docket No. PHA-2014-0185 ("the Complaint").
2. The Licensee admits that she was terminated from CVS Pharmacy #1130 located at 615-621 Belmont Ave in Springfield, MA for diverting controlled substances. Specifically, the Licensee has acknowledged that she was responsible for the theft of controlled substances over a 4 ½ to 5 ½ month period, including #800 Alprazolman 2mg tablets, #185 Suboxone 8/2mg films, and #10ml of Testosterone cyp 2,000mg/10ml. The Licensee acknowledges that his conduct constitutes failure to comply with the Board's regulations at 247 Code of Massachusetts Regulations ("CMR") 9.01 (1), (3) and (6) and warrants disciplinary action by the Board under Massachusetts General Laws ("G.L.") Chapter 112, section 61 and Board regulations at 247 CMR 10.03(1) (e), (k), (r), (u), (v), (w).
3. The Licensee agrees to **SURRENDER** her pharmacy technician registration for an indefinite period of time and refrain from practicing as a pharmacy technician and/or 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 her original Massachusetts pharmacy technician registration to the Board.

<sup>1</sup> The term "registration" applies to both a current registration and the right to renew an expired registration.

4. The Licensee agrees that she will not practice as a pharmacist or pharmacy technician or work in a pharmacy-related setting in Massachusetts from the Effective Date unless and until the Board reinstates her registration.<sup>2</sup>
5. The Board agrees that in return for the Licensee's execution of this Agreement it will not prosecute the Complaint.
6. The Licensee understands that she has a right to formal adjudicatory hearing concerning the allegations against her 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, 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 Complaint.
7. 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.
8. 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.

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<sup>2</sup> 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 registered pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacist registration or pharmacy technician registration. The Licensee further understands that if she accepts a voluntary or paid position as a pharmacist or pharmacy technician, or engages in any practice of pharmacy after the Effective Date and before the Board formally reinstates her 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.

9. The Licensee certifies that she has 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.

[Signature]  
Witness (sign and date) 1.13.15

[Signature]  
KESHA MARIE GERMAIN  
Licensee (sign and date) 1.13.15

Beverly Germain  
Witness (print name)

[Signature]  
David Sencabaugh, R. Ph.  
Executive Director  
Board of Registration in Pharmacy  
2-12-15  
Effective Date of Surrender Agreement

Fully Signed Agreement Sent to Licensee on 2/13/15 by Certified  
Mail No. 7012 3460 0002 3702 8948