

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

Received

BOARD OF REGISTRATION
IN PHARMACY

JUL 12 2016

In the Matter of
Nicole Marie Guinan
PT License No. 19108
Expiration Date: 6/24/2017

BOARD OF
PHARMACY
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)

PHA-2016-0019

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Nicole Marie Guinan ("Licensee"), a pharmacy technician registered by the Board, PT19108, 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 her Massachusetts pharmacy technician license ("license") related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2016-0019 ("the Complaint").¹
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. From September 2015 through December 24, 2015, Licensee was employed as a pharmacy technician at CVS Pharmacy Store #1264 located in Jamaica Plain, MA.
 - b. Between September of 2015 and December 24, 2015, Licensee diverted controlled substances from CVS #1264, including but not limited to Suboxone 4mg/1mg sublingual films. Licensee diverted one (1) to two (2) Suboxone 4mg-1mg sublingual films on no more than eight (8) occasions. Licensee did not have a valid prescription for Suboxone 4mg/1mg sublingual films.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2 is a violation of 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) and (x).

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

4. The Licensee agrees to SURRENDER her 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 her original Massachusetts pharmacy technician license to the Board.
5. The Licensee agrees that she 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 her 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 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, 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 Complaint.
8. 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.
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.

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 registered pharmacy technician, or a paid or voluntary position requiring that the applicant hold a current pharmacy technician license. The Licensee further understands that if she 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 her 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.

10. 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.

Demetrius [Signature] 7/10/16 Witness (sign and date)

Nicole M. Guinan 7-10-16
Nicole M. Guinan
(sign and date)

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

7-15-16
Effective Date of Surrender Agreement

Fully Signed Agreement Sent to Licensee on 7/19/16 by
Certified Mail No. _____

- to three addresses via cert mail No.
- ① 2015 1660 0001 1911 4005
 - ② 2015 1660 0001 1911 4072
 - ③ 2015 1660 0001 1911 4029