**COMMONWEALTH OF MASSACHUSETTS**

**SUFFOLK COUNTY BOARD OF REGISTRATION IN PHARMACY**

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**In the Matter of )**

**Trung D. Tran ) Docket No. PHA-2015-0108**

**License No. PT14950 )**

**Expires November 25, 2016 )**

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**NON-DISCIPLINARY**

**CONSENT AGREEMENT FOR STAYED PROBATION**

The Massachusetts Board of Registration in Pharmacy (“Board”) and Trung D. Tran (“Licensee”), a pharmacy technician licensed by the Board, PT14950, (“License” or “registration”)[[1]](#footnote-1) 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 his License related to the conduct set forth in Paragraph 2, identified as PHA-2015-0108 (“the Complaint”).
2. The Board and the Licensee acknowledge and agree to the following facts:
   1. Licensee was employed as a pharmacy technician at Boston Medical Center Outpatient Pharmacy located at 720 Harrison Avenue, Boston, Massachusetts (“Pharmacy”) at all times relevant to the conduct described in paragraph 2(b).
   2. Licensee practiced as a pharmacy technician after his License expired on November 25, 2014 until he renewed it on June 24, 2015.
   3. The foregoing facts warrant action by the Board under M.G.L. c. 112, §§ 42A and 61 and 247 CMR 10.03(1)(v).
3. The Licensee agrees that his License shall be placed on PROBATION for no less than one (1) day, and that the probation shall be STAYED for no more than 90 days (“Stayed Probationary Period”), commencing with the date on which the Board signs this Agreement (“Effective Date”). The Agreement shall be non-disciplinary until and unless the Board takes action pursuant to Paragraph 7 of the Agreement.
4. During the Stayed Probationary Period, the Licensee further agrees that heshall comply with all of the following requirements to the Board’s satisfaction:
   1. Comply with all laws and regulations governing the practice of pharmacy.
   2. Notify the Board in writing within ten (10) days of each change in his name and/or address.
   3. Timely renew his License.
   4. Submit documentation demonstrating successful completion of at least two (2) contact hours of continuing education in the area of Pharmacy Law within 90 days of the Effective Date.[[2]](#footnote-2)
   5. Submit an attestation to the Board demonstrating Licensee has read and reviewed 247 CMR 8.00.
5. The Board agrees that in return for the Licensee’s execution and his successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.
6. If and when the Board determines that the Licensee has complied to the Board’s satisfaction with all the requirements contained in this Agreement, the Stayed Probationary Period will terminate no sooner than one (1) business day after the Effective Date upon written notice to the Licensee from the Board, and the Licensee shall have no history of discipline upon his record related to this Agreement or the Complaint.[[3]](#footnote-3)
7. If the Licensee does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint during the Stayed Probationary Period, the Licensee agrees to the following: [[4]](#footnote-4)
   1. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
      1. LIFT the stay, resulting in the imposition of PROBATION and rendering this Agreement disciplinary;
      2. EXTEND the Stayed Probationary Period or, if the stay is lifted, the Probationary Period; and/or
      3. MODIFY the Stayed Probation Agreement requirements; and/or
      4. IMMEDIATELY SUSPEND the Licensee’s registration.
   2. If the Board suspends the Licensee’s registration pursuant to Paragraph 7(a)(iv), the suspension shall remain in effect until:
      1. the Board gives the Licensee written notice that the Stayed Probation and/or Probationary Period is to be resumed and under what terms; or
      2. the Board and the Licensee enter into a subsequent agreement; or
      3. the Board issues a written Final Decision and Order following adjudication of the allegations (1) of noncompliance with this Agreement, and/or (2) contained in the Subsequent Complaint.
8. The Licensee agrees that if the Board lifts the stay and suspends his License in accordance with Paragraph 7, he will immediately return his current License to the Board, by hand or certified mail. The Licensee further agrees that upon suspension, he will no longer be authorized to engage in practice as a pharmacy technician in the Commonwealth of Massachusetts and shall not in any way represent himself as a pharmacy technician until such time as the Board reinstates his License.[[5]](#footnote-5)
9. The Licensee understands that he has a right to a formal adjudicatory hearing concerning the Complaint and that during said adjudication he would possess the right 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 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 he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaint.
10. The Licensee acknowledges that he has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
11. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record subject to the Commonwealth of Massachusetts’ Public Records Law, M.G.L. c. 4, § 7.
12. The Licensee certifies that he 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.

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Witness (sign and date) Trung D. Tran (sign and date)

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David Sencabaugh, R.Ph.

Executive Director

Board of Registration in Pharmacy

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Effective Date of Stayed Probation Agreement

**Fully Signed Agreement Sent to Licensee on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by**

**Certified Mail No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The term ‘License” or “registration” applies to both a current license and the right to renew an expired license. [↑](#footnote-ref-1)
2. This continuing education requirement shall be *in addition to* any contact hours required for license renewal. [↑](#footnote-ref-2)
3. 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. [↑](#footnote-ref-3)
4. The term “Subsequent Complaint” applies to a complaint opened 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. [↑](#footnote-ref-4)
5. Any evidence of unlicensed practice or misrepresentation as a pharmacy technicianafter the Board has notified the Licensee of his License suspension shall be grounds for further disciplinary action by the Board and the Board’s referral of the matter to the appropriate law enforcement authorities for prosecution. [↑](#footnote-ref-5)