

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

_____)
In the Matter of)
Trung D. Tran)
PT Registration No. 14950)
Registration Expires 11/25/16)
_____)

Docket No. PHA-2015-0108

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy (“Board”) and Trung D. Tran (“Licensee”), PT14950, 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 his Massachusetts pharmacy technician license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2015-0108.¹
2. The Board and Licensee acknowledge and agree to the following facts:
 - a. On or about November 25, 2014, the Licensee allowed his license to lapse, and did not renew it until on or about June 24, 2015.
 - b. Despite having failed to renew his license, the Licensee practiced as a pharmacy technician at Boston Medical Center Outpatient Pharmacy in Boston, Massachusetts, between or about November 25, 2014, and June 24, 2015.
 - c. Between or about December 8, 2006, and December 10, 2009, the Licensee had been the subject of court proceedings in relation to no fewer than four (4) felony or misdemeanor charges, including no fewer than two (2) charges for which the Licensee was arrested, and one (1) charge to which the Licensee admitted to sufficient facts to warrant a finding of guilty.

¹ The term “license” applies to both a current license and the right to renew an expired license.
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- d. On or about January 17, 2012, the Licensee submitted an application for licensure as a pharmacy technician.
 - e. On the application referenced in the preceding paragraph, the Licensee was asked, *inter alia*, "Have you ever been arrested, charged, arraigned, indicted, prosecuted, convicted or been the subject of any investigation or any court proceeding in relation to any felony or misdemeanor charge?"
 - f. Notwithstanding the matters set forth in Paragraph 2(c) above, the Licensee answered "No" to the question referenced in the preceding paragraph.
 - g. The foregoing facts warrant disciplinary action by the Board under M.L.G. c. 112 §§ 24C, 24E, 42A and 61, 247 CMR 9.01(1) and (6), and 247 CMR 10.03(1)(a), (b), (i), (l), (n), (p), (r), (u), and (w).
3. Licensee agrees that his pharmacy technician license shall be placed on PROBATION for three (3) years ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
 4. During the Probationary Period, the Licensee further agrees that he shall comply with all of the following requirements to the Board's satisfaction:
 - a. Comply with all laws and regulations governing the practice of pharmacy.
 - b. Notify the Board in writing within ten (10) days of each change in his name and/or address.
 - c. Timely renew his license.
 - d. Submit documentation demonstrating successful completion of two (2) contact hours of continuing education in the area of Pharmacy Law within ninety (90) days of the Effective Date.²
 - e. Submit an attestation to the Board demonstrating that the Licensee has read and reviewed 247 CMR 8.00.

² This continuing education requirement shall be *in addition to* any contact hours required for license renewal.

5. 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.
6. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate **three (3) years** after the Effective Date upon written notice to the Licensee from the Board³.
7. If the Licensee does not materially comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint⁴ 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 7(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 following adjudication of the allegations (1) of noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.

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.

⁴ 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.

8. The Licensee agrees that if the Board suspends his pharmacy technician license in accordance with Paragraph 7, he will immediately return his current Massachusetts pharmacy technician license to the Board, by hand or certified mail. Licensee further agrees that upon said suspension, he will no longer be authorized to 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 pharmacy technician license or right to renew such license.
9. The Licensee understands that he has a right to 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 Complaints.
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 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.

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.

Witness (sign and date)

[Signature] 8/4/16
Signature and Date

Trung Tran
Print Name
Trung D. Tran, PT

[Signature] on Behalf of
David Sencabaugh, R. Ph. ^{Executive Director}
Executive Director ^{Director}
Board of Registration in Pharmacy 8/8/16

August 8, 2016
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on August 8, 2016 by
~~Certified Mail No. _____~~
Hand - delivery