

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN PHARMACY

In the Matter of)
George Kontos, R.Ph.)
License No. PH18605)
Expires December 31, 2016)
_____)

Docket No. PHA-2015-0083

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Pharmacy ("Board") and ("Licensee"), license no. PH18605, 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 opened by the Board against his Massachusetts pharmacist license related to the conduct set forth in Paragraph 2, identified as Docket No. PHA-2015-0083.¹
2. The Board and the Licensee acknowledge and agree to the following facts:
 - a. Licensee has been the Manager of Record ("MOR") of Alexander's Pharmacy located at 505 Nashua Road in Dracut, Massachusetts ("Pharmacy") at all times relevant to the conduct set forth in subparagraph 2(b).
 - b. On or about June 3, 2015, Office of Public Protection ("OPP") investigators conducted a compliance inspection of the Pharmacy and observed the following regulatory deficiencies:
 - i. Pharmacy failed to securely store controlled substances in Schedules II through V in violation of 247 CMR 6.02(6)(c), by not having a locking door on the controlled substance closet.

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

- ii. Pharmacy, through its MOR, failed to establish, monitor and enforce policies and procedures regarding the standards of pharmacy practice in violation of 247 CMR 6.07(1)(e), by improperly delegating pharmacy technicians to log in Schedule II controlled substances and using the MOR's Controlled Substance Order System ("CSOS") password without documented authorization.
 - iii. Pharmacy, through its MOR, failed to properly maintain records for at least two years as provided by 105 CMR 700.006(b), 247 CMR 9.01(1) and 21 CFR 1304.21(d) and all other applicable federal and state laws in violation of 247 CMR 6.07(1)(b).
 - iv. Pharmacy failed to have registered pharmacist reconcile Schedule II controlled substance perpetual inventories in violation of 247 CMR 9.01(14), by having pharmacy technician reconcile perpetual inventories.
 - v. Pharmacy failed to properly reconcile CSOS in violation of 247 CMR 9.01(1) and 21 CFR 1305.22(4)(g).
 - vi. Pharmacy failed to properly segregate prescriptions of controlled substances in violation of 247 CMR 9.05(1)-(3).
 - c. In a subsequent request for documentation, OPP investigators found that Licensee failed to complete all required CEs in calendar years 2013 and 2014 in violation of 247 CMR 4.03.
3. The Licensee acknowledges that the foregoing facts warrant disciplinary action by the Board under M.G.L. c. 112, §§ 42A & 61 and 247 CMR 10.03.
4. The Licensee agrees that his license shall be placed on PROBATION for one (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 he shall comply with all the following requirements to the Board's satisfaction:


- a. Comply in all material respects with all laws and regulations governing the practice of pharmacy and the United States Pharmacopeia.
 - b. Licensee and all licensed pharmacists employed by Pharmacy shall read and review all sections of 247 CMR and shall each submit a signed attestation of having read and reviewed 247 CMR.
 - c. Licensee shall successfully complete and submit 36 CEs within 90 days of the Effective Date. These CEs are in addition to the 20 CEs required to renew his license.
 - d. Licensee shall refrain from precepting pharmacy students.
6. The Board agrees that in return for the 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 **one (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 license.

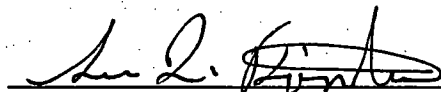
² In all instances where this Agreement specifies written notice to the Pharmacy from the Board, such notice shall be sent to the Pharmacy's address of record.

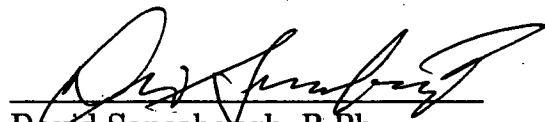
³ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date concerning acts, omissions, or events occurring after the Effective Date, which (1) alleges that the Pharmacy engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence,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

- b. If the Board suspends the Licensee's license pursuant to Paragraph 8(a)(iii), the suspension shall remain in effect until:
- i. the Board provides the Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and the 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.
9. The Licensee agrees that if the Board suspends his license in accordance with Paragraph 8, he will immediately return his current Massachusetts license to the Board, by hand or certified mail. The Licensee further agrees that upon said suspension, he will no longer be authorized to operate as a pharmacist in the Commonwealth of Massachusetts and shall not in any way represent himself as a pharmacist until such time as the Board reinstates his license or right to renew such license.
10. 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.
11. 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.

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 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.

 1/21/16
Witness (sign and date)

 1-21-16
George Kontos (sign and date)


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

1/29/16
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Registrant on 2/1/16 by

Certified Mail No. 7015 3010 0001 7080 2533