

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION IN
PHARMACY

)
In the Matter of)
Greg A. Kelly)
License No. PT16691)
Expires April 21, 2020)

Docket No. PHA-2019-0013

CONSENT AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Pharmacy ("Board") and Greg A. Kelly ("Licensee"), a pharmacy technician licensed by the Board, PT16691 ("Licensee")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 docket no. PHA-2019-0013 ("Complaint").
2. The Board and Licensee acknowledge the following:
 - a. Licensee was employed as a pharmacy technician at Tufts New England Medical Center's outpatient pharmacy in Boston, Massachusetts ("Tufts New England").
 - b. On September 10, 2019, Licensee was arraigned in Boston Municipal Court on charges involving theft and possession of controlled substances from Tufts New England.
 - c. It is alleged Licensee did not have a valid prescription for these controlled substances.
3. The Board and Licensee acknowledge and agree that Licensee's conduct described in Paragraph 2, if proven, constitutes violations 247 CMR 10.03(1)(e), (r) and (u), and further would be grounds for discipline by the Board pursuant to M.G.L. c. 112, §§ 42A and 61 and 247 CMR 10.06.

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

4. The Licensee agrees to: (1) **SURRENDER** his License for an indefinite period of time; (2) refrain from practicing as a pharmacy technician; and (3) refrain 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 his original License to the Board.
5. The Board agrees that in return for the Licensee's execution and successful compliance with all the requirements of this Agreement, the Board will not prosecute the Complaint.
6. The Licensee understands that he has the 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, call witnesses, present evidence, testify on his own behalf, contest the allegations, present oral argument, 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.
7. The Licensee acknowledges that he has been represented by 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 subject to the Commonwealth of Massachusetts' Public Records Law, M.G.L. c. 4, §7. 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.
9. 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.

D. M. 11-15-2019
Witness (sign and date)

Gregory Kelly 11/15/19
Greg A. Kelly (sign and date)

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

12-13-19
Effective Date of Agreement

Fully Signed Agreement Sent to Licensee on 12/13/19 by

Certified Mail No. 7019 0700 0000 1934 6472