BEFORE THE STATE BOARD OF PHARMACY

STATE OF COLORADO

CASE NO. 2016-2008

NON-DISCIPLINARY INTERIM CESSATION OF PRACTICE AGREEMENT

IN THE MATTER OF THE LICENSE TO PRACTICE IN THE STATE OF COLORADO OF STANLEY G. CALLAS, R.P.H., LICENSE NO. PHA 10950,

Respondent.

IT IS HEREBY STIPULATED and agreed by and between the State Board of Pharmacy ("Board") and Stanley G. Callas, R.P.H. ("Respondent") (collectively "the parties"), as follows:

1. Respondent was licensed to practice as a pharmacist in the state of Colorado on August 3, 1979, and was issued license number PHA 10950, which Respondent has held continuously since that date.

2. The Board has jurisdiction over Respondent and over the subject matter of this proceeding.

3. On April 15, 2016, the Board reviewed materials relating to case number 2016-2008, including information that, in 2010 to 2012, Respondent violated the Pharmacists, Pharmacy Businesses, and Pharmaceuticals Act by filling some controlled-substance prescriptions early, by not conducting proper drug-regimen reviews when dispensing controlled substances to certain patients, and by dispensing controlled-substance prescriptions to certain patients in quantities that Respondent knew or should have known had no recognized medical utility or application. The Board also reviewed information that, on April 6, 2016, Criminal Action No. 16-cr-00122-LTB was filed against Respondent and other defendants in United States District Court for the District of Colorado.

4. Respondent denies any and all allegations of violations of the Pharmacists, Pharmacy Businesses, and Pharmaceuticals Act. Respondent voluntarily enters into this agreement to facilitate further evaluation of the issues related to Board case number 2016-2008.

5. Based upon the information and the totality of the circumstances, Respondent has offered to enter into an agreement for Respondent not to practice as a pharmacist, and the Board has authorized the parties to enter into an agreement for Respondent to limit Respondent's practice as a pharmacist.

6. The parties have agreed to enter into this Non-Disciplinary Interim Cessation of Practice Agreement ("Interim Agreement") pending further evaluation and investigation of Respondent to determine what further actions, if any, are warranted. Any summary suspension that could be imposed by the Board is hereby stayed pursuant to the terms of this Interim Agreement.

7. Respondent agrees that Respondent will not perform any act requiring a license issued by the Board while this Interim Agreement is in effect.

8. This Interim Agreement shall remain in effect until such time as the parties reach a final disposition of this case or, in the event summary suspension proceedings are initiated, an order for summary suspension enters.

9. The Board agrees that it will not institute summary suspension proceedings while this Interim Agreement is in effect so long as Respondent remains in compliance with this Interim Agreement and so long as the Board does not learn of new information that would indicate that summary suspension is warranted.

10. Nothing in this Interim Agreement shall constitute disciplinary action, a finding that Respondent has engaged in unprofessional conduct, or any admission by Respondent of unprofessional conduct. There have been no final determinations regarding Respondent's professional competence or professional conduct. Nothing in this Interim Agreement shall constitute final actions as defined in section 24-4-102(1), C.R.S.

11. Nothing in this Interim Agreement shall preclude the Board from initiating disciplinary action pursuant to section 12-42.5-123, C.R.S., or issuing a Final Agency Order while this Interim Agreement is in effect.

12. Respondent understands that Respondent has the right to be represented by counsel of Respondent's choice in this matter, and Respondent is represented by counsel in this matter.

13. The terms of this Interim Agreement were mutually negotiated and determined.

14. Both parties acknowledge that they understand the legal consequences of this Interim Agreement, both parties enter into this Interim Agreement voluntarily, and both parties agree that no term or condition of this Interim Agreement is unconscionable.

15. This Interim Agreement and all its terms constitute a valid board order for purposes of section 12-42.5-123(1)(m), C.R.S.

16. Invalidation of any portion of this Interim Agreement by judgment or court order shall in no way affect any other provision, which provision shall remain in full force and effect.

17. This Interim Agreement shall become effective upon (a) mailing by first-class mail to Respondent at Respondent's address of record with the Board, or (b) service by electronic means on Respondent at Respondent's electronic address of record with the Board. Respondent hereby consents to service by electronic means if Respondent has an electronic address on file with the Board. Respondent acknowledges that the Board may choose not to accept the terms of this Interim Agreement and that if the Interim Agreement is not approved by the Board and signed by a Board member or other authorized person, it is void.

18. This Interim Agreement constitutes the entire agreement between the parties, and there are no other agreements or promises, written or oral, which modify, interpret, construe or affect this Interim Agreement.

19. All costs and expenses incurred by Respondent to comply with this Interim Agreement shall be the sole responsibility of Respondent, and shall in no way be the obligation of the Board.

20. Upon becoming effective, this Interim Agreement shall be open to public inspection and shall be publicized pursuant to the Board's standard policies and procedures. While this Interim Agreement does not constitute discipline against Respondent's license, it may be reported to the National Association of Boards of Pharmacy, National Practitioner Data Bank and as otherwise required by law.

AGREED TO AND ACCEPTED BY:

RESPONDENT

Stanley G. Callas RPh

Stanley G. Callas, R.P.H.

Signed by Respondent this 21 day of APRIL, 2016.

STATE BOARD OF PHARMACY

By: _____

Andrea E. Faley
Program Director
1560 Broadway, 13th Floor
Denver, Colorado 80202

This Stipulation is dated, served, and effective this 22nd day of April, 2016.