

- 1 e. In response to the audit, Kong submitted documentation of nine contact hours of
2 continuing education completed between July 1, 2014 – June 30, 2016 that meet the
3 requirements of 12 AAC 52.325 *et seq.*, as shown in Appendix A.
- 4 f. In addition, Kong submitted documentation purporting to show completion of two
5 additional contact hours of continuing education. However, as these hours were
6 completed after June 30, 2016, they do not meet the requirements of 12 AAC 52.325 and
7 cannot be used to satisfy the terms of his audit, except as part of this agreement and as
8 described below.
- 9 g. Kong admits he did not complete 10 contact hours of acceptable continuing education
10 between July 1, 2014 – June 30, 2016 as required to meet the continuing education
11 requirements to lawfully renew his Alaska pharmacist technician’s license for the 2016-
12 2018 licensing period.
- 13 h. Kong acknowledges as an Alaska-licensed pharmacist technician, it is his responsibility to
14 be continually aware of all laws and regulations pertaining to the practice of a pharmacist
15 technician in Alaska. Kong further acknowledges his individual responsibility as an
16 Alaska-licensed pharmacist technician to obtain the minimum number of credit hours of
17 continuing education that meet the requirements of 12 AAC 52.325 *et seq.* required to
18 renew his license during the concluding license period and to maintain evidence of
19 compliance with the continuing education requirement under 12 AAC 52.325 *et seq.*
- 20 j. Kong admits as a result of the above facts, grounds exist for the possible revocation,
21 suspension, and imposition of other disciplinary sanctions to his Alaska pharmacist
22 technician’s license pursuant to AS 08.01.075, AS 08.80.261, and 12 AAC 52.350(d).

23 **4. Formal Hearing Process.** It is the intent of the parties to the Consent Agreement to
24 provide for the compromise and settlement of all issues which could be raised by an Accusation to
25 revoke, suspend, or impose disciplinary sanctions against the license through a formal hearing process.

17 **5. Waiver of Rights.** Kong agrees he has the right to consult with an attorney of his own
18 choosing and he has a right to an administrative hearing on the facts in the case. Kong understands
19 and agrees by signing the Consent Agreement, he is waiving his rights to a hearing. Further, Kong
20 understands and agrees he is relieving the Division of any burden it has of proving the above facts.
21 Kong further understands and agrees by signing the Consent Agreement, he is voluntarily and
22 knowingly giving up his right to present oral and documentary evidence, to present rebuttal evidence,
23 to cross-examine witnesses against, and to appeal the Board’s decision to Superior Court.

24 **6. Effect of Nonacceptance of Agreement.** Kong and the Division agree the Consent
25 Agreement is subject to the approval of the Board. They agree if the Board rejects the agreement, it
will be void and an accusation may be filed. If the agreement is rejected by the Board, it will not
constitute a waiver of Kong’s right to a hearing on matters alleged in an accusation and any admissions
contained herein will have no effect. Kong agrees if the Board rejects the agreement, the Board may
decide the matter after a hearing, and its consideration of the agreement alone shall not be grounds for
claiming the Board is biased against him, it cannot fairly decide the case, or it has received ex parte
communication. This paragraph is binding on the parties to the Agreement, regardless of the Board’s
approval of the Agreement.

1 **B. Compliance with the Continuing Education Requirement**

2 With the audit, Kong has provided documentation to verifying his completion of nine
3 approved contact hours completed between July 1, 2014 and June 30, 2016 as shown
4 in Appendix A.

5 With this agreement, Kong provides two contact hours of continuing education
6 completed after June 30, 2016, as shown in Appendix B.

7 With this agreement, the Board agrees to accept the two contact hours of continuing
8 education completed after June 30, 2016 as described in Appendix B as if they had
9 been submitted in a timely manner.

10 Any continuing education contact hours used to satisfy the requirement **may not be**
11 **applied as hours to fulfill the continuing education requirement of any**
12 **subsequent renewal period of the license.**

13 **C. Reprimand**

14 The Board of Pharmacy issues Kong a reprimand for his failure to complete the
15 continuing education portion of the license renewal application accurately.

16 To renew the license for the 2016-2018 licensing period, AS 08.80.165 and 12 AAC
17 52.325(a) require Kong to complete 10 contact hours of continuing education in
18 programs approved under 12 AAC 52.340 during the concluding license period. On
19 his renewal application, Kong certified his compliance with the continuing education
20 requirements in 12 AAC 52.

21 Subsequent to the renewal of the license, Kong was informed his license renewal
22 application was among the group randomly selected for audit to monitor compliance
23 with the continuing education requirements. Kong was requested to provide
24 documentation to verify completion of the continuing education indicated on his
25 renewal application. In response to the audit, Kong admits he was unable to verify his
26 completion of the minimum number of acceptable continuing education contact hours
27 required under AS 08.80 and 12 AAC 52 for the renewal of the license.

28 The Board issues the renewal of these licenses in advance of requiring an applicant to
29 provide documentation to verify completion of the reported continuing education
30 contact hours based upon the applicant's affirmative certification the requirement has
31 been met. The Board expects each Alaska-licensed pharmacist technician to be aware
32 of all laws and regulations pertaining to the practice of pharmacy in Alaska and relies
33 upon each applicant's honesty and integrity to respond to the question on the renewal
34 application accurately.

35 Kong is hereby reprimanded for his inaccurate response on the renewal application
36 and his failure to complete the minimum number of continuing education contact
37 hours in approved programs during the concluding license period as indicated on his
38 2016-2018 license renewal application.

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E. Mandatory Audit of Compliance with the Continuing Education Requirement

Kong's renewal application for his Alaska pharmacist technician's license will be subject to a mandatory audit for the following two renewal periods to ensure compliance with the continuing education requirements under AS 08.80 and 12 AAC 52.

It is understood and agreed Kong's renewal application for the next two license periods will not be processed until documentation to verify Kong's successful completion of the required continuing education has been received and accepted by the Board or its agent (the Division).

Documentation of continuing education submitted for the mandatory audit is subject to Board approval. It is understood the Board may disallow contact hours accepted by the Division to process the renewal of the license. In accordance with 12 AAC 52.350(c), Kong agrees to complete any such disallowed contact hours in an approved program and report the completion to the board **within 90 days** of the date the board sends notification of the disallowed contact hours.

If Kong decides not to apply for renewal of the license during one or both of the renewal periods referenced above, then the terms of the Consent Agreement will remain in effect until such time as the license has been renewed subject to the audit for two renewal periods.

Kong understands compliance with the mandatory audit must be made in advance of processing his license renewal. Kong accepts responsibility to provide the documentation and understands he will receive no additional notice with the license renewal applications.

F. Compliance with Laws

Kong will obey all laws pertaining to his Alaska pharmacist technician's license and his practice as a pharmacy technician in Alaska and any such violation which occurs during the period that the agreement is in effect will constitute a violation of the agreement.

G. Violation of Agreement

Should Kong fail to comply with any term or condition of the agreement, the suspended portion of the civil fine will be reinstated, in addition to any other applicable fines or penalties authorized by law.

If a suspended portion of the civil fine is reinstated under the paragraph, payment is immediately due and must be paid in the form of a cashier's check or money order payable to the State of Alaska and sent to the address of the board. The nonpayment of any such reinstated amount shall be grounds for the denial of the renewal of the license.

Further, it is agreed the violation of the agreement shall result in the automatic suspension of Kong's Alaska pharmacist technician's license, without further action by the Board. If his license is automatically suspended under this paragraph, he shall be

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entitled to an administrative hearing regarding the issue of the suspension in accordance with AS 44.62.

In the event Kong’s license lapses for nonrenewal while in a suspended status, the license will be considered “lapsed while under suspension” and to reinstate the license:

- 1) all terms of the Consent Agreement must be satisfied; and
- 2) all requirements pursuant to AS 08.80 and 12 AAC 52 to reinstate a lapsed pharmacist technician’s license must be met.

Kong agrees failure to comply with a request by the Board or its agent to allow review of Kong’s compliance with the conditions of the Consent Agreement shall be deemed a violation of the terms of the agreement.

H. Address of the Board

All communication concerning the Consent Agreement should be addressed to:
 Marilyn Zimmerman, Paralegal II
 Department of Commerce, Community and Economic Development
 Alaska Division of Corporations, Business and Professional Licensing
 P.O. Box 110806
 Juneau, AK 99811-0806

It is the responsibility of the licensee to keep the Board’s agent advised in writing of any changes of his current mailing address, current physical address, and telephone number. Failure to do so will be considered a violation of the agreement and shall constitute grounds for automatic suspension of his license in accordance with paragraph **F** above.

I. Good Faith

All parties agree to act in good faith to carry out the stated intentions of the Consent Agreement.

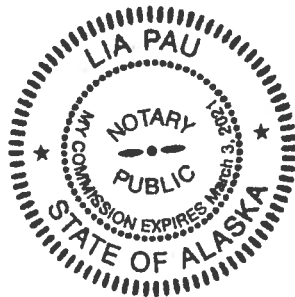
THE AGREEMENT SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION BY THE BOARD and is a public record of the Board and the State of Alaska. The State may provide a copy of the agreement to any person, professional licensing board, federal, state, or local government agency, or other entity making a relevant inquiry. The disciplinary action taken by the Board in the agreement will be reported to the National Association of Boards of Pharmacy (NABP), U.S. Department of Health and Human Services/Healthcare Integrity and Protection Data Bank (HIPDB) and any other entity as may be required by law.

1 ACCEPTANCE OF AGREEMENT

2 I, Odilio Kong am hereby entering into the Consent Agreement voluntarily and of my own free will.
3 I declare that I am not under the influence of any medication, drugs or other substances that would
4 affect my ability to consider the action clearly and rationally. I further declare there have been no
5 promises or threats made to me by anyone to compel me to sign the document. I have read the
6 Consent Agreement in its entirety and understand its contents and agree to be bound by its terms
7 and conditions.

8 DATED: 10/3/17 Odilio Kong
9 Odilio Kong

10 SUBSCRIBED AND SWORN TO before me the 3 day of October, 2017, at
11 Anchorage, Alaska.



12 Lia Pau
13 Notary Public in and for Alaska
14 My Commission Expires: March 3, 2021

15 On behalf of the State of Alaska, Department of Commerce, Community and Economic
16 Development, the undersigned, having read the Consent Agreement in its entirety, approves the
17 terms and conditions of the agreement subject to its adoption by order of the Board of Pharmacy.

18 DATED the 5 day of October, 2017, at Juneau, Alaska.

19 CHRIS HLADICK, COMMISSIONER
20 Department of Commerce, Community and
21 Economic Development

22 By: Janey Hovenden
23 Janey Hovenden, Director
24 Division of Corporations, Business and
25 Professional Licensing

1 STATE OF ALASKA
2 DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT
3 DIVISION OF CORPORATIONS, BUSINESS AND PROFESSIONAL LICENSING
4 BEFORE THE BOARD OF PHARMACY

5 In the matter of:)
6 ODILIO KONG,)
7 Respondent)

Case No. 2017-000459

8 ORDER

9 The Board of Pharmacy, for the State of Alaska, having examined the Consent Agreement and proposed
10 Decision and Order in the matter of ODILIO KONG, Case No. 2017-000459, hereby adopts the
11 Consent Agreement and Decision and Order in the matter, effective immediately.
12

13 DATED the 1st day of December, 2017, at Fairbanks, Alaska.

14 BOARD OF PHARMACY

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18 By: _____

Leif Holm, Pharm. D.
Chairperson

APPENDIX A: CONTINUING EDUCATION COMPLETED BETWEEN JULY 1, 2014, AND JUNE 30, 2016			
DATE	COURSE	PROVIDER	CONTACT HOURS
05/09/16	An Introduction to Bloodborne Pathogens in the Pharmacy	Walgreens University	1.50
05/09/16	Impacting the Stars	Walgreens University	1.00
05/09/16	Impact of HIV/AIDS on Minority Populations and the Impact of HIV/AIDS Stigma on Patient Care	Walgreens University	0.50
05/09/16	2014 Annual HIV Update	Walgreens University	1.50
05/09/16	HIV/AIDS; A Course in the Basics for Pharmacy Technicians, 2014 Update	Walgreens University	2.00
05/09/16	2014 HCV Infection Update	Walgreens University	1.50
05/09/16	Weighting is the Hard Part How the pharmacy team can impact Medicare Star Ratings through Triple-Weighted Measures	Walgreens University	1.00
TOTAL CONTACT HOURS			9.00
APPENDIX B: CONTINUING EDUCATION COMPLETED AFTER JUNE 30, 2016			
DATE	COURSE	PROVIDER	CONTACT HOURS
11/04/16	Dehydration: New Approaches to an Age-Old Problem	Postgraduate Healthcare Education, LLC	2.00
TOTAL CONTACT HOURS			2.00