

**BEFORE THE
NEW HAMPSHIRE BOARD OF PHARMACY
CONCORD NH 03301**

In the Matter of:
Richard R. Crowe Jr.
Pharmacist Lic. #R1297

Docket No. 2022-PHARM-001

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of pharmacy, the New Hampshire Board of Pharmacy ("Board") and Richard Crowe ("Respondent"), a pharmacist currently licensed in the State of New Hampshire, agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to RSA 318:30, RSA 318:31, RSA 310-A:1-j, RSA310-A:1-l, and RSA 541-A:31, V, the Board has jurisdiction and authority to investigate and commence a disciplinary proceeding pertaining to allegations of professional misconduct committed by licensees. Pursuant to RSA 318:31, IV, RSA 310-A:1-k, III and RSA 541-A, V, the Board may at any time before or during a disciplinary proceeding resolve allegations of professional misconduct by a written *Settlement Agreement* approved by the board and licensees provided the complainant has an opportunity to comment upon the terms of the *Settlement Agreement* before the *Settlement Agreement* has been executed.

2. On 02/19/1992, the Board first granted Respondent Pharmacist Lic. #R1297. The Respondent's has an expiration date of 12/31/2022.
3. On 02/2/2022, the Board received information concerning the reported loss of Fentanyl at Cheshire Medical Center where Respondent worked as a pharmacist and issued an order suspending the Respondent's license on an emergency basis. On 04/19/2022, The Respondent entered a Preliminary Agreement Not to Practice with the Board.
4. In response to the information received, the Board commenced an investigation on their own motion and obtained information from various sources including the Respondent pertaining to whether the Respondent's conduct constitutes misconduct pursuant to the Board's statutes and rules.
5. Respondent stipulates that if a disciplinary proceeding were to take place, Hearing Counsel could prove that Respondent engaged in misconduct pursuant to RSA 318:29, II(c) according to the following facts:
 - a. Respondent is a licensee of the Board.
 - b. Respondent has no history of prior disciplinary actions.
 - c. Respondent worked as a pharmacist at Cheshire Medical Center as the Pharmacy Operations Manager.
 - d. On or about August 2021, Pharmacist-in-Charge Melissa Siciliano, without providing specific written job or function descriptions or written policy and procedures, delegated to the Respondent the responsibility of reviewing [Omniceil area restocking reports, post case reconciliation reports, temporary patient profile reports, inventory reports, and discrepancy reports] reports and resolving controlled

substance discrepancies in the course of his duties as the Pharmacy Operations Manager.

- e. On January 2021 for Phase 1 and August 2021 for Phase 2, Cheshire Medical Center began the transition from Pyxis Automatic Dispensing Machine (“ADM”) to Omnicell ADM.
- f. The Respondent received insufficient training on Omnicell to comprehend the full scope of duties and responsibilities necessary to properly resolve discrepancies.
- g. About November 2021, Cheshire Medical Center experienced a surge in COVID-19 patients, which placed increased stress on the normal operations of the pharmacy.
- h. On August 2021, Cheshire Medical Center allowed the license to use Pandora Analytics, a software that helps interpret data to identify drug diversion, to expire requiring the Respondent to manually interpret data that had previously been automated.
- i. The Respondent at the direction of his superiors including staff from Pyxis Control located at Dartmouth Hitchcock Hospital deleted numerous discrepancies without understanding the cause of the discrepancies.
- j. On February 1, 2022, an ICU nurse reported a concern about a discrepancy caused by Nurse Alexandra Towle.
- k. Between August 1, 2021 and February 1, 2022, Nurse Towle diverted from Cheshire Medical Center 15,150 mL of Fentanyl 50 mCg/mL inj 50 mL bags; 100 mg of Midazolam 1 mg/mL inj 100 mL bags; 4 mg of Midazolam 1 mg/mL inj 2mL vials; 4 mg of Morphine 4 mg/mL 1 mL cartridge; 250 mCg of Fentanyl 50

mCg/mL inj 2 mL vials; 50 mg of Oxycodone 5 mg tab; and 0.5 mg of Lorazepam 2 mg/mL 1 mL vials.

1. Between September 1, 2021 and February 1, 2022, Cheshire Medical Center nursing staff documentation failed to account for 16,100 mL of Fentanyl 50 mCg/mL 50 mL bags.
 - m. The Respondent in the course of duties to review reports and resolve discrepancies failed to recognize months long patterns of loss and diversion occurring at Cheshire Medical Center.
6. Respondent acknowledges that this conduct set forth in paragraph 5 constitutes grounds for the Board to impose disciplinary sanctions against Respondent pursuant to the RSA 318:29, II(c) "Any ... repeated negligent conduct in the practice of pharmacy or in performing activities ancillary to the practice of pharmacy or any particular aspect or specialty thereof."
7. WHEREFORE, the Respondent consents to the Board imposing the following discipline pursuant to RSA 318:29 IV:
- a. Respondent is **REPRIMANDED** for repeated negligent conduct in the practice of pharmacy.
 - b. The Respondent shall pay a **ADMINISTRATIVE FINE** in the amount of One thousand dollars (\$1,000.00) of which five hundred dollars (\$500.00) is suspended for a period of three (3) years upon execution of this *Settlement Agreement*, provided no additional finding of unprofessional conduct is made by the Board based on a complaint filed during the three-year period. After three (3) years, the suspended portion terminates provided no additional complaints have been filed.

Five hundred (\$500.00) is due and payable within thirty (30) days from the effective date of this *Settlement Agreement* and according to the terms in paragraph 7.c.

- c. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire. The payment of the administrative fine shall be made separate from any required payment of the costs of investigation and prosecution. Each payment shall specify on the memo line whether the payment is for "PHARM Administrative Fine" or "PHARM Costs of Investigation and Prosecution." Each payment shall be mailed with a printed copy of this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and Board of Pharmacy
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

- d. Respondent is required to meaningfully participate in a total of sixteen (16) hours of Board-approved **CONTINUING EDUCATION** courses in the topics of controlled substance security, storage, and documentation. These hours shall be in addition to the hours required for renewal of licensure and shall be completed within one hundred and eighty (180) days from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these required courses, Respondent shall notify Board and provide proof of completion of the course hours to the Board.
- e. The Respondent's license is permanently **RESTRICTED** from practicing as a hospital pharmacist. If after a minimum of three (3) years the Respondent seeks

employment as a hospital pharmacist, the Respondent must petition the Board to lift this restriction by showing compliance with the terms of this *Settlement Agreement* and demonstrate the necessary competency and capability to be a hospital pharmacist.

8. The Respondent shall cooperate with the investigation and prosecution of any matters relating to controlled drug loss or diversion at Cheshire Medical Center.
9. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent's executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

14. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with his decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time the Respondent signs this agreement.
18. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality, and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

I, Richard R. Crowe, Jr., have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*. Further, I, Richard R. Crowe, Jr., knowingly and freely waive the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this *Settlement Agreement*.

Dated: July 11 2022
Richard R. Crowe Jr.

Richard R. Crowe, Jr.

Respondent

On this _____ day of _____ 2022 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Justice of the Peace/Notary Public

My commission expires:

FOR THE BOARD

Dated: _____, 2022 _____

Certification

(Print Name)

NH Office of Professional Licensure and

Authorized Representative of the NH Board of
Pharmacy