

**STATE OF NEW HAMPSHIRE
BOARD OF PHARMACY
CONCORD, NH 03301**

In the Matter of:
Michael Norton
License #INT10140
Temporary RPh#EL10700
Pending RPh License Application

Docket# 23-PHAR-0010

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 Michael Norton (“Respondent”), a pharmacy intern licensed by the Board, do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to RSA 318:30; RSA 318:31 RSA 541-A and Board of Pharmacy Administrative Rule (“Ph”) 2203, 2205, 2207, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by the Board’s licensees.
2. Pursuant to RSA 318:31, IV; RSA 310:10, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
3. The Board granted Respondent pharmacy intern license #10140 on 09/26/2022 which expired on 09/30/2023. Respondent holds inactive temporary license #EL10700 issued on

03/16/2023 granting reciprocity based on the Respondent's pharmacist license issued by the State of Vermont Board of Pharmacy.

4. In response to a complaint received on 12/05/2022, OPLC Enforcement conducted an investigation and obtained information from various sources pertaining allegedly completing two handwritten prescriptions for a non-controlled substance for himself without the authorization from the prescriber. Upon review of the investigation, the Board initiated a disciplinary proceeding.
5. Respondent stipulates to the following facts:
 - A. At all times relevant, Respondent held active pharmacy intern license #10140 issued on 09/26/2022.
 - B. At all times relevant, Respondent worked as a pharmacy intern at Walgreens in North Conway, NH.
 - C. On 11/18/2022, Respondent mistakenly called his Ohio medical provider rather than his New Hampshire medical provider to request a personal prescription refill for a non-controlled medication.
 - D. On 11/19/2022, Respondent went to work at Walgreens expecting a voicemail from his New Hampshire medical provider authorizing the prescription for two refills.
 - E. Prior to listening to the voicemail inbox, Respondent wrote out two telephone/oral prescriptions listing himself as the patient, the medication order, New Hampshire medical provider as the ordering provider, and an individual named "Nancy" as the voicemail/caller identity.

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- F. Upon reviewing the telephone prescriptions orders, supervising pharmacist spoke with the Respondent and reviewed the voicemail inbox.
 - G. The voicemail inbox contained no voicemail from “Nancy” or the New Hampshire medical provider authorizing the two prescriptions at issue.
 - H. The supervising pharmacist refused to fill the prescriptions and reported the conduct to the pharmacy manager.
 - I. The pharmacy manager called the New Hampshire medical provider and confirmed that while the provider had prescribed the medication to the Respondent in the past, the provider had not authorized the two prescriptions at issue.
 - J. Respondent’s pharmacy intern license #10140 and temporary license #EL10700 issued by the Board are both inactive as of the date of submission.
 - K. Respondent has submitted a pending application for a New Hampshire pharmacy license.
6. The Board finds that Respondent committed the acts described above and concludes that, by engaging in such conduct, Respondent violated NH RSA 318:29, II(c) and (d) and NH RSA 318:52-a.
7. Respondent acknowledges that the allegations and facts set forth in paragraph 5 constitutes grounds for the Board to impose disciplinary sanctions against Respondent’s licenses to practice as a pharmacy intern and temporary license in the State of New Hampshire and to impose conditions upon pending license applications.
8. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 318:29, IV and RSA 310:12:

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- A. Respondent is **REPRIMANDED**.
- B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of five hundred dollars (\$500.00) where all but two hundred and fifty dollars (\$250.00) shall be stayed during the probation period. Respondent shall pay the amount of \$250.00 within forty-five (45) days of the effective date of this Settlement Agreement, as defined further below (“Effective Date”), by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the Board’s office at 7 Eagle Square, Concord, New Hampshire, 03301. No separate invoice shall issue. Payment shall include a copy of this Settlement Agreement or a note including the docket number and indicating the payment is made in compliance with a settlement agreement with the Board.
- C. Respondent’s issued licenses and future pending licenses (if approved) are subject to **PROBATION** for a period of two (2) years commencing on the Effective Date. Probation terms are as follows:
- i. The Respondent shall complete continuing professional education until a satisfactory degree of skill has been achieved in the following area(s) of deficiency: law/ethics. The Board shall require a minimum of **four (4) hours of CONTINUING EDUCATION COURSES** as a factor to successfully demonstrate a satisfactory degree of skill has been achieved in the area(s) of deficiency. These hours shall be in addition to the continuing education required under Board rules and statutes. Respondent shall complete the minimum require hours within forty-five (45) days of the Effective Date and provide the Board with certificate(s)

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of completion for completed hours, the course syllabus or course materials which demonstrates the course provided instruction in the above stated topics, attestation that the submitted hours have not previously been submitted for purpose of renewal, and a report as defined below.

- ii. Respondent shall **FILE REPORT(S)** with the Board according to the following terms:
 - a. Upon completion of all required continuing education as defined above, the Respondent shall write a report demonstrating a satisfactory degree of skill has been achieved in the areas of deficiency which (1) summarizes what the Respondent learned from the continuing education courses and (2) applies what the Respondent learned to the above stated facts by identifying what changes the Respondent would make to his/her conduct if now faced with the same circumstances.
 - b. Within forty-five (45) days of receipt of the report, the Board shall review the report with the completed education hours and notify the Respondent whether or not the Board accepts the report as demonstrating a satisfactory degree of skill has been achieved in the area(s) of deficiency.
 - c. If the Board does not notify the Respondent of the result of the Board's review within forty-five (45) days of receipt of the report,

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the report shall be deemed accepted as demonstrating a satisfactory degree of skill has been achieved in the areas of deficiency.

- d. If the Board determines the report fails to demonstrate a satisfactory degree of skill has been achieved in the area(s) of deficiency, the Board shall schedule a hearing on settlement agreement compliance pursuant to RSA 310:10 where the licensee shall bear the burden of proof concerning the issues presented of (1) whether or not the Respondent has demonstrated a satisfactory degree of skill has been achieved in the area(s) of deficiency; and, (2) whether or not the Board should require additional continuing education not to exceed the above stated hours/topics and submission of a corresponding report to fulfill the continuing education requirement.

iii. Failure to comply with any term of this Settlement Agreement shall constitute a violation of probation.

iv. If OPLC Enforcement receives notice of a violation of probation, OPLC Enforcement may request that the Board impose any suspended/stayed disciplinary sanction(s) after a hearing. A violation of probation shall also constitute professional misconduct pursuant to RSA 310:12, I. and may form the basis for additional disciplinary sanctions after appropriate notice and opportunity for a hearing.

9. WHEREFORE, the Board agrees and the Respondent consents to the following terms concerning the Respondent's pending New Hampshire pharmacist license application:

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- A. The underlying facts and conduct of this Settlement Agreement shall not form the basis for denial of license application.
 - B. The Board may deny the license application if the Respondent does not otherwise meet the requirements for licensure pursuant to N.H. RSA 318 and/or N.H. Code Admin. Ph.
 - C. As a **CONDITION** of licensure, the Respondent agrees to pay the administrative fine and complete the above required continuing education and obtain Board's acceptance of a report prior to the Board's approval of the pending New Hampshire pharmacist application.
10. Respondent shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondent shall be permitted to share such costs with third parties.
 11. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 318:29, II, and a separate and sufficient basis for further disciplinary action by the Board.
 12. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondents' licenses.
 13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein. 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. Additionally, the Board may consider the fact that discipline was imposed by

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this Settlement Agreement as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.

14. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
15. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions expressly stated herein.
16. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
17. Respondent agrees to support the adoption of this agreement by the Board.
18. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
19. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
20. Respondent is not under the influence of any drugs or alcohol at the time s/he signs this *Settlement Agreement*.
21. 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.

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22. Respondent certifies that s/he has read this document titled *Settlement Agreement*. Respondent understands that s/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his/her 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*, s/he waives these rights as they pertain to the misconduct described herein.
23. 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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

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FOR RESPONDENT

Dated: 10/17, 2023

DocuSigned by:


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Michael Norton,
Pharmacy Intern Licesen #10140
Temporary RPh #EL10700
Applicant, RPh
Respondent

FOR THE BOARD

Accepted by the Board of Pharmacy on this 18 day of October, 2023 ("Effective Date").

Date: October 18th, 2023



(Signature)

Authorized Representative of the
NH Board of Pharmacy