

BEFORE THE INDIANA STATE
BOARD OF NURSING
CAUSE NUMBER: 2016 NB 0308

IN THE MATTER OF THE LICENSE OF:)
ANGELA K. CRUMP, R.N.,)
LICENSE NO: 28197449A)



FINAL ORDER ACCEPTING PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by counsel, Deputy Attorney General Natalie R. Stidd, on behalf of the Office of the Indiana Attorney General, and Angela K. Crump, R.N. ("Respondent"), personally and by counsel, Brandon E. Murphy, signed a Proposed Settlement Agreement ("Agreement"), which purports to resolve all issues involved in the action by Petitioner and the Indiana State Board of Nursing ("Board") regarding the Respondent's license, and which Agreement was submitted to the Board for approval on February 15, 2017.

The Board, after reviewing the Agreement at its March 16, 2017 meeting held in the Auditorium of the Indiana Government Center South, 302 West Washington Street, Indianapolis, Indiana, now finds it has been entered into fairly and without fraud, duress, or undue influence, and is fair and equitable between the parties. The Board hereby incorporates the Agreement, which is attached hereto and incorporated herein as **Exhibit A**, and approves and adopts in full the Agreement as a resolution of this matter. The Board approved this Agreement by a vote of 7-0-0. Incorporated into the Agreement was the consensus of both parties to Stipulated Facts, Stipulated Conclusions of Law, and Agreed Disposition. The Stipulated Conclusions of Law address all of the allegations raised in the Petitioner's Administrative Complaint filed on July 27, 2016, which charged violations of Ind. Code § 25-1-9-4(a)(4)(D), Ind. Code § 25-1-9-4(a)(1)(A),(B), and Ind. Code § 25-1-9-4(a)(3) by unprofessional conduct pursuant to 848 IAC 2-2-3(6).

WHEREFORE, the Board hereby accepts and approves the Agreement, settling all matters in this case consistent with the terms of the Agreement between the parties, and Respondent is hereby ORDERED to abide by all the terms of the Agreement.

SO ORDERED, this 27th day of March 2017.

INDIANA STATE BOARD OF NURSING

By: Herbert W. Price
Kim Cooper, R.N.
Board President
for Indiana State Board of Nursing

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CERTIFICATE OF SERVICE

I certify that a copy of the "Final Order Accepting Proposed Settlement Agreement" has been duly served upon:

Angela Crump
8209 N. Yosemite Dr.
Muncie, IN 47303
Service by U.S. Mail

Brandon E. Murphy
Cannon Bruns & Murphy LLC
119 North High Street
Muncie, IN 47305

Natalie R. Stidd
Deputy Attorney General
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, Indiana 46204-2770
natalie.stidd@atg.in.gov
Service by Email

March 27, 2013
Date

Lisa Chapman
Lisa Chapman, Litigation Specialist

Indiana State Board of Nursing
Indiana Government Center South
402 West Washington St., Room W072
Indianapolis, IN 46204
Phone: 317-234-2043
Fax: 317-233-4236
Email: pla2@pla.in.gov

Explanation of Service Methods

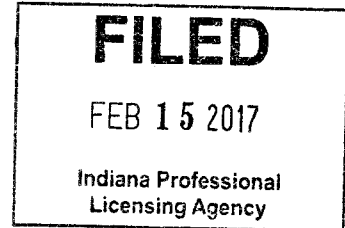
Personal Service: by delivering a true copy of the aforesaid document(s) personally.

Service by U.S. Mail: by serving a true copy of the aforesaid document(s) by First Class U.S. Mail, postage prepaid.

Service by Email: by sending a true copy of the aforesaid document(s) to the individual's electronic mail address.

BEFORE THE INDIANA STATE
BOARD OF NURSING
CAUSE NUMBER: 2016 NB 0308

IN THE MATTER OF THE LICENSE OF:)
ANGELA K. CRUMP, R.N.)
LICENSE NO: 28197449A (Active))



PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by counsel, Deputy Attorney General Natalie R. Stidd, on behalf of the Office of the Indiana Attorney General, and Angela K. Crump, R.N. ("Respondent"), by counsel, Brandon E. Murphy, hereby execute this Proposed Settlement Agreement ("Agreement") in disposition of the Administrative Complaint filed in this cause with the Indiana State Board of Nursing ("Board"). This Agreement is subject to the review and approval of the Board pursuant to Ind. Code ch. 25-1-9 and the Administrative Orders and Procedures Act, Ind. Code ch. 4-21.5-3.

STIPULATED FACTS

1. Respondent is a registered nurse (RN) in the State of Indiana having been issued license number 28197449A on June 20, 2011.
2. Respondent's address as listed with the Indiana Professional Licensing Agency is 8209 N. Yosemite Dr., Muncie, Indiana 47303.
3. On May 24, 2010, Respondent was hired at Indiana University Health Ball Memorial Hospital ("Ball Memorial").
4. On or about September 19, 2014, Ball Memorial Inpatient Pharmacy Services Director notified the Drug Enforcement Administration ("DEA") of suspicions of diversion by Respondent.

Exhibit
A

5. On or about September 26, 2014, DEA Investigator Andrew Ratcliff, interviewed Respondent. During the interview Investigator Ratcliff observed Respondent slurring her speech and displaying other behaviors indicative of impairment. When asked if she was under the influence of any substances, Respondent informed Investigator Ratcliff that she had consumed hydrocodone earlier that day while caring for patients at Ball Memorial. Respondent's employment at Ball Memorial was suspended on the same day, September 26, 2014.

6. On October 1, 2014, Ball Memorial sent the DEA a Report of Theft or Loss of Controlled Substances regarding its suspicions that Respondent was diverting medications. According to the report, the Respondent removed the following substances from the Pyxis machine in August and September 2014, but she did not chart them as administered, returned, or wasted:

- a. 8 quantity Hydrocodone Acetaminophen 5-325 tablets
- b. 2 quantity Hydrocodone-APAP 7.5-325 tablets
- c. 1 quantity Hydrocodone-APAP 10-325 tablet
- d. 1 quantity Oxycodone-acetaminophen 5-325MG tablet
- e. 1 quantity Oxycodone-APAP 10-325 tablet
- f. 6 quantity Hydromorphone 1MG/ML syringes
- g. 2 quantity Morphine 2MG/ML carpject
- h. 1 quantity Morphine 4MG/ML carpject
- i. 2 quantity Zolpidem Tartrate 5 MG tablets.

7. Also on October 1, 2014, Respondent enrolled with the Indiana State Nurses Assistance Program ("ISNAP").

8. On October 17, 2014, Respondent was diagnosed with iatrogenic dependence. The ISNAP clinical team recommended a two (2) year Recovery Monitoring Agreement

("RMA"). After informing her therapist that she was consistently taking Cymbalta and Ultram, ISNAP informed Respondent that she would need to discontinue use of Ultram within six (6) weeks to maintain compliance with her RMA.

9. On October 20, 2014, Respondent informed ISNAP that she went to the emergency room on October 16, 2014, due to a tranxene withdrawal seizure.

10. On November 7, 2014, Respondent entered into her RMA with ISNAP.

11. On November 10, 2014, Respondent's suspension at Ball Memorial ended and she returned to work.

12. On February 5, 2015, Respondent informed ISNAP that she had been ill since January 30, 2015. By February 5, 2015, Respondent was not obtaining any relief, though she was taking hydrocodone and other medications. She again went to the emergency room and was diagnosed with a severe kidney infection and a hemorrhagic cyst. Respondent was prescribed Percocet, and she informed ISNAP that she would need to continue taking pain medication until an appointment with IU Pain Center scheduled for March 13, 2015. Respondent further informed ISNAP that it was "extremely important to [her] that [she is] doing everything [she needs] to be doing for ISNAP to stay in compliance.

13. On April 8, 2015, Kendra Misbach, NP ("NP Misbach") wrote Respondent a prescription for 60 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

14. On May 6, 2015, Dr. Ashwin Madupu, of IU Health Ball Memorial Hospital Pain Center, wrote Respondent a prescription for 60 tablets of hydrocodone bitartrate and

acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

15. On June 2, 2015, Dr. Madupu wrote Respondent another prescription for 60 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

16. On July 1, 2015, NP Misbach wrote Respondent a prescription for 90 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

17. On or about July 15, 2015, ISNAP, on its own, discovered that Respondent had been filling the prescriptions described in Paragraphs 13, 14, 15, and 16 above. ISNAP confronted Respondent about filling these prescriptions and her failure to inform ISNAP about them. ISNAP further reminded Respondent that she needed to inform ISNAP "each and every time" she filled a prescription for a controlled substance. Respondent claimed she had problems faxing documents from work and implied that problem could be the cause of ISNAP's lack of knowledge regarding her prescriptions.

18. On July 29, 2015, Dr. Madupu wrote Respondent a prescription for 90 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. On August 25, 2015, Respondent filled another prescription for the same, also written by Dr. Madupu on July 29, 2015.

19. On September 22, 2015, ISNAP deemed Respondent partially compliant, and extended her RMA for three (3) months.

20. On September 24, 2015, Dr. Madupu wrote Respondent another prescription for 90 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this

prescription on that date. On October 20, 2015 and November 19, 2015, Respondent filled other prescriptions for the same, also written on September 24, 2015 by Dr. Madupu.

21. On December 8, 2015, ISNAP deemed Respondent in partial compliance with her RMA due to missing sponsor reports. On December 9, 2015, ISNAP informed Respondent that she needed to work with her doctor to come off of opiates by February 2016, or her case with ISNAP would be reviewed for closure.

22. On December 17, 2015, Christina Andrew, NP at IU Health Ball Memorial, wrote Respondent a prescription for 90 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

23. On or about December 29, 2015, ISNAP, on its own, discovered that Respondent had been continuing to fill prescriptions for narcotics. ISNAP confronted Respondent about filling these prescriptions and failing to inform ISNAP about them.

24. On December 30, 2015, Respondent informed ISNAP that she would be off of pain medicine by January 4, 2016.

25. On January 1, 2016, Respondent filled another prescription for 90 tablets of hydrocodone bitartrate and acetaminophen 325mg/5mg, which Christina Andrew, NP had written for her on December 17, 2015. Respondent did not inform ISNAP that she had filled this prescription.

26. On Monday, January 4, 2016, Respondent told ISNAP that she would have to obtain hard copies of the prescriptions because she totaled her car and the pictures of the prescriptions that she had saved to her phone were ruined. Respondent further told ISNAP that she would be finished with hydrocodone by the end of that week.

27. On February 2, 2016, Respondent filled another prescription for 90 tablets of hydrocodone bitartrate and acetaminophen 325mg/5mg, which Christina Andrew, NP had written for her on December 17, 2015. Respondent did not inform ISNAP about this prescription.

28. On February 18, 2016, Dr. Madupu wrote Respondent a prescription for 120 tablets of hydrocodone bitartrate and acetaminophen, 325mg/5mg. Respondent filled this prescription on that date. Respondent did not inform ISNAP about this prescription.

29. Respondent's RMA was extended three (3) months on October 20, 2015, due to non-compliance. The original end date for Respondent's RMA was November 7, 2016, but the October addendum incorrectly identified the end date as February 7, 2016. The October addendum was corrected by an addendum issued February 9, 2016, correctly identifying Respondent's RMA end date, after the extension, as February 7, 2017.

30. Respondent reported to ISNAP that Dr. Ashwin Madupu of Ball Memorial Pain Center wrote her a prescription for hydrocodone bitartrate and acetaminophen, 120 tablets, on February 19, 2016.

31. Respondent maintained employment through IU Health Ball Memorial during all relevant times herein.

STIPULATED CONCLUSIONS OF LAW

The parties further stipulate:

32. Respondent continued to practice although she had become unfit to practice due to addiction to, abuse of, or severe dependency upon alcohol or other drugs that endanger the public by impairing her ability to practice safely by her diagnosis of iatrogenic dependence and admission

to taking opioids while delivering patient care. Accordingly, Respondent is in violation of and subject to disciplinary sanctions pursuant to Ind. Code § 25-1-9-4(a)(4)(D).

33. Respondent falsified, omitted or destroyed documentation of nursing actions on the official patient/client record, which is unprofessional conduct pursuant to 848 IAC 2-2-3(6), by failing to document that she pulled controlled substances from the Pyxis machine in August and September 2014 in official patient records at Indiana University Health Ball Memorial Hospital. Accordingly, Respondent is in violation of and subject to disciplinary sanctions pursuant Ind. Code § 25-1-9-4(a)(3).

34. Respondent has engaged in or knowingly cooperated in fraud or material deception in order to obtain a license to practice or in the course of professional activities by her continued use of opioids while participating in an ISNAP RMA, and failing to fully disclose her prescriptions for those opioids in an attempt to appear fully compliant with her RMA. Accordingly, Respondent is in violation of and subject to disciplinary sanctions pursuant to Ind. Code § 25-1-9-4(a)(1)(A),(B).

MITIGATING FACTORS

35. Respondent is currently in full compliance with her ISNAP RMA, and she has been since the second quarter of 2016.

36. Respondent currently works as hemodialysis nurse and has no interaction with or access to controlled substances in this role.

37. Respondent provided proof that she did attempt to submit her February 18, 2016 prescription from Dr. Madupu to ISNAP through the Affinity system, though it is unclear if it was ever received by ISNAP. There may have been other undocumented occasions when Respondent unsuccessfully attempted to submit prescriptions to ISNAP.

38. Respondent signed her ISNAP RMA in November 2014, and she is currently scheduled to complete her RMA on August 7, 2017.

39. Respondent has been cooperative and active in reaching this agreement.

AGREED DISPOSITION

It is now therefore agreed by Respondent and Petitioner as follows:

1. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.

2. The parties execute this Agreement voluntarily.

3. Both parties voluntarily waive their rights to a public hearing on the Administrative Complaint and all other proceedings in this action to which either party may be entitled by law, including judicial review.

4. Petitioner agrees the terms of this Agreement will resolve any and all pending claims or allegations relating to disciplinary action against Respondent's Indiana nursing license.

5. Respondent's RN license shall be placed on **INDEFINITE PROBATION**, with Respondent having no right to petition for the withdrawal of the probation and its terms until one (1) year from the date of the Final Order in this matter or until Respondent has successfully completed her recovery monitoring agreement ("RMA") with ISNAP and complied with all of the following terms and conditions, the later of the two dates.

6. Respondent's practice of nursing shall be governed by the following **TERMS and CONDITIONS** while her license is on indefinite probation:

a. Respondent shall keep the Board apprised, in writing, of the following information and update it as necessary:

- i. Respondent's current home address, mailing address, email address and personal telephone number.
 - ii. Respondent's place of employment, employment telephone number, employment email address, the name of his supervisor and her/his contact information.
- b. Respondent shall provide a copy of all Board orders, including the final order in this matter, imposing discipline or limiting practice to any nursing employer who shall sign and return a copy of such orders within ten (10) days of employment or receipt of the order.
- c. Respondent shall cause her nursing employer to submit quarterly reports to the Board indicating her professional competence, sense of responsibility, attendance, work habits, mental attitude and ability to work with others. If Respondent is unemployed as a nurse, she must submit quarterly reports to the Board on his personal circumstances.
- d. Respondent shall complete and provide proof of completion to the Board of twelve (12) Continuing Education Units ("CEUs") in Documentation and twelve (12) CEUs in Impaired Nursing. These CEUs shall be completed prior to Respondent becoming eligible for petitioning for the withdrawal of the probation on her RN license.

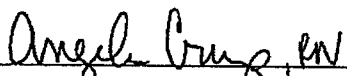
7. Pursuant to Ind. Code § 4-6-14-10 (b), Respondent shall pay a fee of **Five Dollars (\$5.00)** to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid within thirty (30) days of the Final Order by check or money order payable to the State of Indiana, and submitted to the following address:

Indiana Office of the Attorney General
Attn: Teresa Henson
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

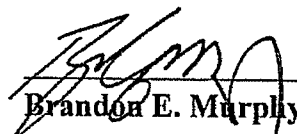
8. Respondent has carefully read and examined this Agreement and fully understands its terms and that, subject to a Final Order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

9. Respondent further understands that a violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of nursing, or any violation of this Agreement may result in Petitioner requesting a summary suspension of Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to Ind. Code § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.

10. The parties agree to the continuing jurisdiction of the Board and that the discipline agreed to, terms of discipline, and licensure status will apply even if the Board renews Respondent's license at a later date.


Angela K. Crump, R.N.
Respondent

2/10/17
Date


Brandon E. Murphy
Counsel for Respondent
Attorney No.: 30054-18

2/10/2017
Date

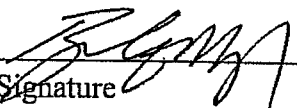

Natalie R. Stidd,
Deputy Attorney General
Attorney No. 28081-55

2/15/2017
Date

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

Before me a Notary Public for said County and State, personally appeared **Angela K. Crump, R.N.** first duly sworn by me upon her oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 10 day of FEBRUARY 2017.


Signature

BRANDON E. MURPHY
Printed

My Commission Expires: 11/21/2019
County of Residence: DELAWARE