

**State of New Hampshire
Board of Nursing
Concord, New
Hampshire**

In Re:
Larissa Tinkham
RN License No.081064-21

Docket No.: 2023-NUR-Tinkham-1178

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 nursing, the New Hampshire Board of Nursing (“Board”) and Larissa Tinkham, RN (“Respondent”), a licensed Registered Nurse licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310:9, the Office of Professional Licensure (“OPLC”) shall investigate allegations of misconduct (a) upon its own initiative or (b) upon confirmation that a written complaint alleging misconduct of a licensed or unlicensed individual or entity of a profession regulated under the office should be investigated.
2. Pursuant to RSA 310: 10, VIII (a) at any time before or during disciplinary or non-disciplinary remedial proceedings, complaints may be dismissed or disposed of, in whole or in part by written settlement agreement approved by the Board, provided that any complainant shall have the opportunity, before the settlement agreement has been approved by a board, to comment on the terms of the proposed settlement agreement.
See also Administrative Rule PART Plc 205.

3. The Board first granted Respondent a license to practice as a Registered Nurse in the State of New Hampshire on 7/24/2019. Respondent holds license number 081064-21. Respondent's current license expires on 8/11/2024.
4. On or about 8/14/2023, the OPLC-Division of Enforcement received a complaint from Erin Collins of Concord Hospital- Franklin, alleging the Respondent posted screenshot of a segment of a patient's medical record (Behavioral Health progress note) to her own social media page.
5. The progress note did not identify the resident/patient but did reflect the service date and time.
6. The Division of Enforcement reached out to the Respondent who admitted she did make the alleged post and subsequently removed the post.
7. The Respondent expressed remorse for her lapse in judgement and agrees to settle this matter through this agreed upon settlement agreement.
8. In September 2023, while the investigation was ongoing, the Respondent engaged in 13.5 Continuing Education as follows: ANA Course on Everyday Ethics: Guiding Nursing Practice (12 contact hours) and HIPAA Awareness for Healthcare Providers (1.5 contact hour course by HIPPATraining.com).
9. The Respondent stipulates there are sufficient facts to determine, if the matter went to adjudication, that the Respondent engaged in professional misconduct in violation of RSA 326-B:37 (II)(h)(1) and Nur 501.01(b) when she posted a redacted screenshot of a segment of a patient's medical record (Behavioral Health progress note) to her own social media page.

10. The Board concludes that, by engaging in such conduct, Respondent violated RSA 326-B:37 (II)(h)(1) and Nur 501.01(b).
11. Respondent acknowledges that, the conduct alleged above would constitute grounds for the Board to impose disciplinary sanctions against her license to practice as a Registered Nurse in the State of New Hampshire.
12. The Respondent has no prior professional misconduct in the State of New Hampshire.
13. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310:12
 - A. The Respondent is **REPRIMANDED**.
 - B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of Five Hundred (**\$500.00**) **suspended for one (1) year from the date the Board executes this Settlement Agreement** provided Respondent is not found by the Board to have engaged in any additional professional misconduct during that time. If the Board makes no further findings of Professional Misconduct against the Respondent within one (1) year of execution of this Settlement Agreement by the Board, the suspended administrative fine will be satisfied and no fine will be due.
 - C. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
14. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant RSA 326-B:37, II (h), and a separate and sufficient basis for further disciplinary action by the Board.

15. 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 the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
16. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document and this Settlement Agreement shall be reported out as discipline.
17. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein. Respondent further agrees that no coercion or duress from any person has caused her to sign this *Settlement Agreement*.
18. 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.
19. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
20. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this 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 or by the Board during its review of this *Settlement Agreement* have prejudiced


her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

22. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.

23. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she 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.

IN WITNESS WHEREOF, I hereby affix my signature on this 22nd day of January, 2024.

 RN

Larissa Tinkham, RN

ACCEPTED BY THE BOARD OF NURSING on this 28 day of March 2024.

April 9, 2024

Date

Terese M Barton

Signature

Terese Barton

Printed or Typed Name
Authorized Representative of the
New Hampshire Board of Nursing