

THE STATE OF NEW HAMPSHIRE
Board of Medicine
Concord, New Hampshire

In the Matter of:
Nancy M. Turkington, M.D.
License No.: 12923
Re: Misconduct Allegations

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 medicine, the New Hampshire Board of Medicine (“Board”) and Nancy M. Turkington, M.D. (“Dr. Turkington” or “Respondent”), a physician 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 329:17, RSA 329:18, and RSA 329: 24, the Board has jurisdiction to investigate, adjudicate, and sanction physicians for unlawful medical practice and professional misconduct. Under RSA 329:18(a)(III), the Board may, at any time, dispose of such allegations of professional misconduct by settlement and without commencing a disciplinary hearing. RSA 329:24 also provides the Board with discretion in sanctioning unlawful medical practices.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire (“State”) on October 5, 2005, with a license identification number of 12923.
3. In September 2013, the Board received a complaint alleging that the Respondent had practiced medicine without a valid license.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s practicing without a license.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:24, RSA 329:17, VI (i), (k), Med 501.02 (d), and (e) by the following facts:
 - A. Respondent failed to renew her license to practice medicine by June 30, 2013 as required by RSA 329:16(a).
 - B. Thus, Respondent's license had lapsed pursuant to RSA 329:16 (e), and Respondent was prohibited from practicing medicine in the State until she renewed her license.
 - C. The Board formally notified Respondent by letter, dated July 12, 2013, that her license had expired. The letter also stated that although Respondent then had an additional 90 days to renew her license with a financial penalty, Respondent was no longer permitted to practice medicine in the State until the Board approved her completed license renewal application.
 - D. Respondent renewed her license on or around August 9, 2013.
 - E. According to a prescription dated July 11, 2013, Respondent prescribed Patient 1 "Fluoxetine 20 mg po qd." Thereafter, on July 12, 2013, Respondent conducted a follow-up office visit for Patient 1, which included a physical exam and an assessment.
 - F. The medical records from Patient 1's office visits on March 1, 11, 20, and 23, 2013 all listed "none" under the current medications section. However, the record of Patient 1's office visit on April 4, 2013, stated "continue Fluoxetine 40mg daily." The record of the next visit on April 18, 2013, also failed to list

any current medications in the appropriate field, even though the treatment plan stated “continue Fluoxetine for at least 6 months.” The record of the July 12, 2013 office visit then listed current medications as “Fluoxetine 20 mg capsules one capsule by mouth Qday.”

- G. None of Patient 1’s records for the office visits on March 11, March 20, March 23, April 4, April 18, or July 12, 2013 were signed by Respondent.
- H. Records of Patient 2’s office visits on September 13, 2013 and October 21, 2013 were not signed.
- I. Prescriptions dated July 12, 2013, show that Respondent prescribed Patient 3 with “Focalin XR 20mg,” “Focalin XR 40 mg,” and “Divalproex SOD DR 250 mg.”
- J. Respondent failed to record any treatment record of Patient 3 on July 12, 2013, including failing to document Respondent’s prescription of the medications.
- K. On several occasions during the summer, as noted in the August 21, 2013 medical record, Respondent discussed Patient 3’s behavioral issues by phone with his mother without documenting the discussions.
- L. As a result of the conversations, Respondent changed Patient 3’s medication from “Seroquel” to “Abilify” at an unknown and unrecorded time, and the change was only reflected in the medical record for Patient 3’s follow up appointment on August 21, 2013 to discuss the effect of that medication change.

- M. Respondent failed to document her treatment and prescription of new medication for Patient 3. Moreover, there is no documentation to show that Patient 3 was ever taking “Seroquel” around that time.
- N. None of the records of Patient 3’s office visits on February 15, March 7, August 21, or September 13, 2013, were signed.
- O. Pharmacy records indicate that Patient 4 filled a prescription for “Vyvanse 40mg #60” on July 03, 2013. Respondent was the prescriber, yet there was no office visit, phone note, or record of the prescription in Patient 4’s set of medical records.
- P. The record of Patient 4’s office visit on September 16, 2013 noted “none” under current medications.
- Q. However, the record of Patient 4’s office visit on October 11, 2013 listed “Trazodone HCl 100 mg” as a current medication. Under the assessment section, the record also stated “Decrease Vyvanse back to 80 mg each morning (two 40mg tablets).”
- R. Neither the notes from Patient 4’s September 16 or October 11, 2013 visit were signed.
- S. Patient 5’s medical records for office visits on March 13, May 23, and September 4, 2013 were not signed.
- T. Additionally, the only medication noted in the record was “Flovent 110mcg/1 actuation.” However, pharmacy records indicated that on August 2, 2013, Patient 5 had two prescriptions filled for “Diflucan 150mg” and “Zofran 4

mg,” prescribed by Respondent on the same day. There was no reference in Patient 5’s medical record to these prescriptions and no record of an office visit or phone call.

U. According to a prescription dated July 11, 2013, Respondent prescribed Patient 6 “Singulair 10 mg po qd.”

V. According to a prescription dated July 1, 2013, Respondent prescribed Patient 7 “Nexium 20 mg.”

W. According to a prescription dated July 26, 2013, Respondent prescribed Patient 8 “Fluoxetine 20 mg.”

X. According to a prescription dated July 2, 2013, Respondent prescribed Patient 9 “Azithromycin 200 mg.”

Y. According to a prescription dated July 10, 2013, Respondent prescribed Patient 10 “Augmentin 875 mg.”

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329: 24, and RSA329:17 (i) by practicing medicine without a valid license; and RSA 329:17, VI (k), Med 501.02 (d) and (e) by failing to accurately document patients’ current medications, medication changes, and prescriptions and by failing to maintain up-to-date, signed medical records.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent’s license to practice as a physician in the State of New Hampshire.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:

- A. Respondent is reprimanded.
- B. Respondent is required to meaningfully participate in twelve (12) hours of continuing medical education in the areas of medical record keeping. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within six (6) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- C. Respondent is assessed an administrative fine in the amount of \$5,000. Respondent shall pay this fine in four (4) installments of \$1,250 each. The first payment shall be due within thirty (30) days of the effective date of this *Settlement Agreement*. Each payment thereafter shall be due within ninety (90) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to “Treasurer, State of New Hampshire” and delivered to the Board’s office at 121 South Fruit Street, Concord, New Hampshire 03301.
- D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.

- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and 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 repeated violations 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 this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of 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 her other than those terms and conditions expressly stated herein.

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.
14. 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.
15. 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 *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* have prejudiced her 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 at the time she signs this *Settlement Agreement*.
18. 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.

19. 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

Date: 6/23/15

Signature: Nancy M. T. M.D., MSc
Nancy M. Turkington, M.D., MSc
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 8/12/2015

Signature: Penny Taylor
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine
PENNY TAYLOR

Louis
/* Rosenthal, MD, Board members, recused.