

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Wendy Pavnick, PA-C
License No.: 0453
(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 Wendy Pavnick, PA-C ("Respondent"), a physician assistant 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, I; RSA 329:18; RSA 329:18-a; and Medical Administrative Rule ("Med") 206, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physician assistants. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on November 6, 2002. Respondent holds license number 0453. Respondent most recently practiced at Convenient MD in Concord.
3. On or about April 24, 2018, the Board received a report from Kate Bolduc ("Bolduc"), Director of Quality Assurance and Compliance at Convenient MD. Bolduc reported that Convenient MD had terminated Respondent for improper prescribing.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's improper prescribing.

5. The Board's investigation revealed, and Respondent freely admits to, the following facts **OR**

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 328-D:6, IV, by the following facts:

A. On both March 22, 2018 and April 12, 2018, Respondent was employed as a physician assistant at Convenient MD in Concord.

B. On March 22, 2018, Respondent, using a Convenient MD prescription pad, wrote a prescription for oxycodone for her mother, who was not her patient. The medication was picked up at the pharmacy by Respondent's boyfriend.

C. Also on March 22, 2018, Respondent, using a Convenient MD prescription pad, wrote a prescription for Ambian (zolpidem) for her boyfriend, who was not her patient.

D. On April 12, 2018, Respondent, using a Convenient MD prescription pad, wrote another oxycodone prescription for her mother, but the prescription was refused by the pharmacy.

E. Upon learning of the prescriptions from the pharmacy, Convenient MD initiated an internal investigation. During that investigation, Respondent admitted that she had written all three prescriptions at issue. She also admitted that her mother was unaware of the oxycodone prescriptions and that the

medication was for Respondent's use. Respondent reported that the zolpidem was for her boyfriend's use.

F. Respondent has chronic pain issues and does have a valid prescription for oxycodone, but she admitted that she had been using her prescribed pills at a frequency greater than her provider's instruction and had used them up prior to writing her own prescriptions.

G. After the initiation of the Board investigation, Respondent signed a Preliminary Agreement not to Practice and referred herself to the New Hampshire Professionals Health Program ("NHPHP").

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent engaged in dishonest and/or unprofessional conduct in violation of RSA 328-D: 6, IV.

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

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-D:7:

A. Respondent is REPRIMANDED.

B. Respondent's license to practice as a physician assistant is SUSPENDED for a period of one (1) year beginning from the effective date of the Preliminary Agreement Not to Practice.

- C. Respondent's license is subject to PROBATION for a period of two (2) years beginning the date that her license is restored.
- D. Respondent is required to successfully complete NEUROCOGNITIVE TESTING without evidence of impairment in accordance with the recommendation of the NHPHP before returning to practice as a physician assistant. The respondent shall provide written proof of completion of the testing to the Board before returning to practice.
- E. Respondent shall be subject to monitoring by NHPHP for the duration of her probationary period.
- F. Respondent is required to meaningfully participate in four (4) hours of an in-person program of CONTINUING MEDICAL EDUCATION in the area of controlled substance prescribing. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year 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.
- G. Respondent shall bear all costs of any treatment, evaluation, and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- H. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the NHPHP in any subsequent proceeding before the Board regarding Respondent's license.

- I. 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 assistant or work which directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physician assistants, with which Respondent is presently affiliated.
 - J. From the effective date of this agreement, and continuing until the conclusion of the period of probation, 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 directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physician assistants, 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 328-D: 6, IV 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 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 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 his 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 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: 12/3/19

Wendy Pavnick
Wendy Pavnick, PA-C
Respondent

FOR THE BOARD/*

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

Date: 1-10-2020

Penny Taylor
(Signature)

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

/* N/A, Board members, recused.