

**STATE OF NEW HAMPSHIRE  
BOARD OF NURSING  
CONCORD NH 03301**

In the Matter of:  
**Megan Slack, LPN**  
**License #017657-22**

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 Megan Slack, LPN (“Respondent”), a licensed practical nurse licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to RSA 326-B:4; RSA 326-B:38, RSA 541-A and Board of Nursing Administrative Rule (“Nur”) 207, 208, and 211, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by the Board’s licensees. Pursuant to RSA 326-B38, X, 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 as a licensed practical nurse in the state of New Hampshire on September 28, 2018. Respondent holds license number 017657-22. Respondent’s license expired on February 14, 2020.
3. In response to a complaint received on April 5, 2019 and supplemental information received on April 17, 2019, from Amy R. Thornton of Alice Peck

Day Memorial Hospital and Harvest Hill Assisted Living (“APD”), the Board conducted an investigation and obtained information from various sources pertaining to the Respondent’s conduct with controlled substances.

4. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of NH RSA 326-B:37, II (p)(2) and Nur 402.04 (b)(11), by the following facts:
  - A. Respondent was employed by TLC Nursing, Inc. as an LPN and placed with APD at Harvest Hill Assisted Living from October 1, 2018 through March 31, 2019.
  - B. On or about January 29, 2019, Respondent recorded in the Narcotics Record for Patient LB that she had removed Vicodin at three different times that day to be administered to LB. LB, however, was not at Harvest Hill on 1/29/19, having been admitted to hospital early on the morning of 1/28/19. Respondent was not on shift at Harvest Hill on 1/29/19.
5. The Board finds that Respondent committed the acts described above and concludes that, by engaging in such conduct, Respondent violated NH RSA 326-B:37, II (p)(2) and Nur 402.04 (b)(11).
6. On or about March 16, 2019, Respondent was engaged in wasting eighty-three (83) Vicodin tablets that were no longer prescribed to Patient LB. An LNA who was present in the room during the procedure observed Respondent place an unknown number of these tablets in her pocket. However, the RN who was

present as witness during the procedure did not observe this action. The parties agree that there is insufficient evidence to support the allegations.

7. Respondent acknowledges that the allegations and facts set forth in paragraph 4 constitutes grounds for the Board to impose disciplinary sanctions against Respondent's License to practice as a licensed practical nurse in the State of New Hampshire.
8. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 326-B:37, III:
  - A. Respondent is **REPRIMANDED**.
  - B. Respondent is assessed and **ADMINISTRATIVE FINE** in the amount of **\$500**, with all but **\$200** waived, provided full compliance with this *Settlement Agreement* for a period of one (1) year. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, payable to the Treasurer State of New Hampshire at 25 Capitol St., Room 121, Concord, NH 03301 within thirty (30) days of the effective date of this Settlement Agreement and send a mailed a copy of the check to the Board of Nursing at 7 Eagle Sq., Concord, NH 03301 ATTN: Ashley Czechowicz, Board Administrator.
  - C. Within six (6) months of the effective date of this agreement, the Respondent shall complete **TWELVE (12) hours of CONTINUING EDUCATION COURSES** in the administration, documentation, and waste of controlled

substances and provide written notification to the New Hampshire Board of Nursing of her successful completion of the course.

- D. 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 an LPN or work which requires and an educational degree or health license directly or indirectly involving patients or clients.
- E. 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.
- F. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall institute professional misconduct pursuant to RSA 326-B:37 II. (q)(2) and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
- G. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.

- H. 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.
- I. 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.
- J. 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*.
- K. 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 his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
- L. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
- M. 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 right 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, quality 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 Commission on the date it is signed by an authorized representative of the Commission.

N. 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**

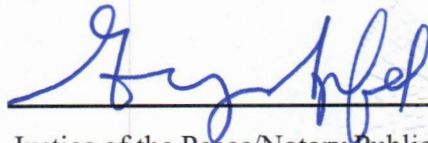
I, Megan Slack, have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*. Further, I, Megan Slack, knowingly and freely waives the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this *Settlement Agreement*.

Dated: Dec 21<sup>st</sup>, 2021

  
Megan Slack,  
Respondent

N.H. Board of Nursing  
In the matter of Megan Slack, LPN  
Settlement Agreement

On this December 21<sup>st</sup> day of A.D. 2021 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



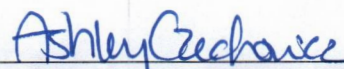
Justice of the Peace/Notary Public  
My commission expires:

GARY APFEL, Commissioner of Deeds  
My Commission Expires December 20, 2022

**FOR THE BOARD**

ACCEPTED BY THE BOARD OF NURSING on this 24<sup>th</sup> day of February, ~~2021~~ <sup>2022</sup>  
(Effective Date).

Date: February 24, 2022 \_\_\_\_\_  
(Signature)



Ashley Czechowicz  
Board Administrator of the  
NH Board of Nursing