

**STATE OF NEW HAMPSHIRE
BOARD OF NURSING
Concord, New Hampshire**

In the matter of:
Jeanne Uwamungu
Lic. #13776-22 - LPN

DOCKET #22-NUR-018

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Board of Nursing (“Board”) and Jeanne Uwamungu (“Ms. Uwamungu” or “Respondent”) 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 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 licensees. Pursuant to RSA 326-B:38, X, the Board may, at any time, dispose of such allegations by settlement and without commencing an adjudicative hearing.
2. The Board first granted Respondent a license to practice as a Licensed Practical Nurse in the State of New Hampshire on January 20, 2006. Respondent holds Licensed Practical Nurse license number 13776-22 (Exp. December 20, 2023).
3. The Respondent stipulates that Hearing Counsel could present the following evidence at an adjudicative proceeding in this matter:
 - A. On or about June 29, 2022, Lani Theroux, the Director of Nursing at Premier Nursing Home in Nashua, NH filed a complaint with OPLC Enforcement.

- B. The complaint alleges that Premier identified a “pattern of discrepancies” with the Respondent’s narcotic administration and wasting documentation of narcotic pills between October 31, 2021 and June 19, 2022. The medication administration records (“MAR”) showed several areas of concern:
- 1) The Respondent documented a total of 110 narcotic pills as either “dropped” or “wasted” in Controlled Drug Log;
 - 2) Second, records from Premier show, additionally, that there were instances when documented medication removal times in the Controlled Drug Log did not match the documented medication administration times in the MAR or where administration times are completely missing in the MAR;
 - 3) Third, multiple Controlled Drug Log entries were missing dates and times;
 - 4) Fourth, documentation entries for narcotic drug removals were overwritten several times; and,
 - 5) Fifth, there are three occasions where the Respondent removed more than a prescribed dose of a narcotic.
- C. Following receipt of the complaint, OPLC Enforcement obtained significant supporting documentation from Premier and Intellycare regarding the Respondent’s work history and narcotic medication administration.
- D. The documents show at least 83 instances of suspicious wasting of narcotics between October and June, including oxycodone, oxycontin Percocet, lyrica,

tramadol, clonopin, methadone, norco, clonazepam, Ativan, and morphine ---
though oxycodone is by far the most common narcotic listed.

- E. The Respondent's listed reasons for wasting very often are "popped in error" or "popped two in error" or "dropped on floor" or "resident fell asleep" or, just simply "wasted" with no other explanation.
 - F. The documents also detail several instances where respondent removed two pills when the patient order was only one, or the pill count was off after the Respondent documented a medication transfer between log sheets.
- 4. Respondent acknowledges that the conduct alleged above could constitute grounds for the Board to impose disciplinary sanctions against her license to practice in this state.
 - 5. The Board finds that, by engaging in such conduct, Respondent has violated RSA 326-B:37, II(h), Nur 402.04(b)(8) and (10).
 - 6. Respondent consents to the Board imposing the following discipline pursuant to RSA 326-B:37, III:
 - A. The Respondent shall be subject to a period of **PROBATION**. The period of probation shall last two years or until such time as the Respondent has successfully completed the terms of a monitoring agreement with the New Hampshire Professionals Health Program ("NHPHP"), whichever is later. During this probationary period, the following terms shall apply:
 - 1) The Respondent shall not engage in any form of professional misconduct;
 - 2) The Respondent shall comply with all directives, treatment recommendations, terms, and restrictions, including abiding by

professional work restrictions and completing any additional recommended professional education and development programs, as ordered by NHPHP;

- 3) Respondent shall complete, and provide proof thereof to Hearing Counsel and the Board, **8 Hours of Continuing Education** in the administration and documentation of medications, including at least one course that focuses on the administration and documentation of controlled substances. The Respondent shall complete this requirement within 90 days from the date of approval of the settlement agreement. These hours shall be completed above and beyond any other continuing education required by Board statute and rule for license renewal and shall not count towards those hours; and,
- 4) Respondent shall provide a copy of this *Settlement Agreement* to any supervisor within 10 days of obtaining employment within her licensed scope of practice or, if already so employed, within 10 days of the effective date of this agreement.

7. 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.
8. 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

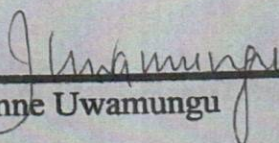
a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

9. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
10. 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*.
11. 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. This *Settlement Agreement* shall constitute a final Board action on this matter.
12. Respondent understands that her execution of this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
13. Respondent acknowledges that he has had the opportunity to seek and obtain the advice of an attorney of her choosing prior to signing this *Settlement Agreement*.
14. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. The Respondent agrees to support the Board's acceptance of this *Settlement Agreement* in any further hearing on this matter. 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.

15. Respondent understands that the Board is required, pursuant to Nur 211.02(d)(1), to provide notice of this *Settlement Agreement* to the Complainant, who has the opportunity to submit written comments concerning the proposed settlement.
16. Respondent certifies that he is not under the influence of any drugs or alcohol and is otherwise of sound mind and judgment at the time she signs this *Settlement Agreement*.
17. Respondent certifies that she has read this and understands all of the terms of this *Settlement Agreement*.
18. 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 when it is signed by an authorized representative of the Board.

IN WITNESS WHEREOF, I hereby affix my signature on this 8 day of 11. 2022



Jeanne Uwamungu

ACCEPTED BY THE BOARD OF NURSING on this 17th day of Nov, 2022.

November 17, 2022

Date

Ashley Czechowicz

Signature

Ashley Czechowicz

Printed or Typed Name

Authorized Representative of the
New Hampshire Board of Nursing