

STATE OF NEW HAMPSHIRE
BOARD OF NURSING
CONCORD NH 03301

In the Matter of:
Beth Ryan, LNA
LNA Li. #064979-24

Docket No. 22-NUR-009

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 Beth Ryan ("Respondent"), a Licensed Nursing Assistant, 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, RSA 310-A:1-j, RSA 310-A:1-k, 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-B:38, X, and RSA 310-A:1-l the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. Respondent was first granted a license to practice as a licensed nursing assistant by the Board on 12/17/2020. Respondent holds license number LNA License No. 064979-24. The current license expiration date is 12/28/2022.
3. In response to two notifications from Adult Protective Services, the Board ordered OPLC Enforcement to conduct an investigation concerning allegations that

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the Respondent used undue influence to obtain money from two residents of Bentley Commons Bedford (“Bentley Commons”) in Bedford, NH.

4. After review of the investigations, the Board ordered the two complaints be consolidated and issued a Notice of Hearing scheduling an adjudicative hearing – 04/28/22 @ 1:00 PM.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct, in violation of RSA 326-B:37, II (m) by the following facts:

- a. Respondent is licensed by the New Hampshire Board of Nursing having LNA license #064979-24.
- b. From December 2020 to June 2021, Respondent was employed as an LNA at Bentley Commons.
- c. Respondent met Patient while employed at Bentley Commons.
- d. On 06/04/21, Respondent’s last day of work at Bentley Commons, Patient gave Respondent a parting gift of personal property..
- e. Respondent accepted the gift of personal property from Patient.

6. The Board finds that Respondent committed the acts as described in the facts above and concludes that, by engaging in such conduct, Respondent violated RSA 326-B:37, II (m).

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent’s license to practice as a licensed nursing assistant in the State of New Hampshire pursuant to RSA 326-B:37, III.

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8. WHEREFORE, the Respondent consents to the Board imposing the following discipline and terms pursuant to RSA 326-B:37, III., RSA 310-A:1, and. Nur 402.04:

- a. The Respondent shall meaningfully participate in an **EDUCATIONAL PROGRAM** consisting of at least four (4) hours in the topic of professional boundaries with patients. These hours shall be in addition to the hours required by the Board for renewal of licensure. Respondent shall complete the educational program within 90 days of the effective date of this agreement and shall mail the Board documentation showing her successful completion of that course to:

**ATTN: Ashley Czechowicz, Administrator and Collin Phillips,
Attorney II
Office of Professional Licensure and Certification
7 Eagle Sq.,
Concord, NH 03301**

- b. Respondent shall reimburse the Board for investigation/prosecution costs in the sum of two hundred and fifty dollars (\$250.00). All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire and shall specify on the memo line that the payment is for "Investigative/Prosecution Costs". The payment of two hundred fifty dollars (\$250.00) shall be sent with an attached copy this *Settlement Agreement*. Payment shall be made within thirty (30) days of the effective date of this *Settlement Agreement*. Payment and copy of the *Settlement Agreement* shall be sent to:

**ATTN: OPLC Finance and Board of Nursing
Office of Professional Licensure and Certification
7 Eagle Sq.,**

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A separate mailed copy of the payment shall be sent to:

**ATTN: Ashley Czechowicz, Administrator and Collin Phillips,
Attorney II
Office of Professional Licensure and Certification
7 Eagle Sq.,
Concord, NH 03301**

- c. As a **CONDITION OF LICENSURE**, 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 the Respondent performs services as a LNA, and to any agency or authority which licenses, certifies or credentials nursing professions, with which Respondent is presently affiliated.
 - d. As a **CONDITION OF LICENSURE**, 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 LNA or for work in any capacity which requires a medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials nursing professions, to which Respondent may apply for any such professional privileges or recognition.
9. The Board may consider the Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 326-B II (q)(2), and a separate and sufficient basis for further disciplinary action by the Board.

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11. 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 any similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this *Settlement Agreement* as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.
12. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
13. 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.
14. 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.
15. 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.
16. 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*.
17. Respondent is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time she signs this *Settlement Agreement*.

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

19. 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.

20. 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

Dated: April 3, 2022


Beth Ryan, LNA

Respondent

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On this 3rd day of April A.D. 2022 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me



[Handwritten Signature]
Justice of the Peace/Notary

Public My commission expires:

FOR THE BOARD

ACCEPTED BY THE BOARD OF NURSING on this 28th day of April, 2022 (Effective Date).

Date: 4/28/2022

Ashley Czechowicz
(Signature)

Ashley Czechowicz
(Print or Type Name)

Authorized Representative of the
NH Board of Nursing