

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

In the Matter of:  
**Amy Vickers**  
**License #054567-21**

Docket# 23-NUR-044

**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 Amy Vickers (“Respondent”), a registered nurse licensed by the Board, do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to NH RSA 326-B:4; NH RSA 326-B:38, NH 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.
2. Pursuant to NH RSA 326-B:38, X and NH RSA 310:10, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
3. The Board first granted Respondent a license to practice as a registered nurse in the state of New Hampshire on April 12, 2005. Respondent holds license number 054567-21, which expires on December 16, 2022<sup>1</sup>.

---

<sup>1</sup> See paragraph 7 of the Preliminary Agreement Not to Practice signed by Respondent on July 12, 2022, which states that the Respondent’s license shall not expire during the duration of the agreement.

4. In response to a complaint received on June 22, 2022, from Alice Peck Day Memorial Hospital (“APD”), OPLC Enforcement conducted an investigation and obtained information from various sources pertaining to the Respondent’s alleged diversion.
5. Respondent stipulates to the following facts:
  - A. At all times relevant, Respondent held an active RN license.
  - B. At all times relevant, Respondent was employed at APD.
  - C. On June 17, 2022, Respondent was confronted by APD managers about her handling of controlled substances.
  - D. The concern related to a pattern displayed by Respondent of obtaining vials of IV dilaudid from the Omnicell cabinet and wasting full unused doses, sometimes several hours after removal.
  - E. During that meeting, Respondent admitted to diverting medications from APD.
  - F. During that meeting, Respondent admitted to using the diverted medications while at work, including the day of the meeting.
  - G. Respondent was then placed on leave of absence from APD and admitted to inpatient treatment through New Hampshire Professional Health Program (“NHPHP”).
  - H. Respondent executed a Preliminary Agreement Not to Practice (“PANP”) on July 13, 2022, which remains in effect.
6. 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(n), 326-B:37, II(p)(1), and 326-B:37, II(p)(2).

7. Respondent acknowledges that the allegations and facts set forth in paragraph 5 constitutes grounds for the Board to impose disciplinary sanctions against Respondent's License to practice as a registered 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's license is **SUSPENDED** for a period of two (2) years beginning at the date of Respondent's criminal probationary period in US District Court Case Number 23-cr-28-01-AJ, being July 24, 2023. Should Respondent's criminal probationary period end prior to the two years, Respondent may petition the Board for a hearing to be held on lifting the suspension on her license.
    1. At least four (4) months prior to anticipated date of reinstatement, Respondent shall provide the Board the following:
      - i. Proof of compliance with NHPHP care and treatment as required in paragraph B. below; and
      - ii. Proof of completion of 30 hours of Continuing Education pursuant to Nur 403.01.
    2. The Board may require Respondent to appear before them at a show cause hearing, but shall schedule any such hearing no less than two (2) months prior to the anticipated date of reinstatement.
  - B. The Respondent is **ORDERED**, pursuant to RSA 326-B:37, III(d), to submit to the care, observation, or treatment of the New Hampshire Professionals Health Program ("NHPHP"). Respondent must comply with all treatment and employment recommendations, requirements, conditions, and terms of that

program until such time as her monitoring agreement terminates. NHPHP shall provide updates to the Board as necessary.

- C. Within ten (10) days of the effective date of this *Settlement Agreement* Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs nursing services or work which requires education, training, or degree in nursing or directly or indirectly involves patient and/or client care, and to any agency or authority which licenses, certifies or credentials nursing licensees, with which Respondent is presently affiliated.
- D. For a continuing period of five (5) years 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 RN or work which requires an educational degree or health license directly or indirectly involving patients or clients.
9. Respondent shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondent shall be permitted to share such costs with third parties.
10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 326-B:37, II(h), and a separate and sufficient basis for further disciplinary action by the Board.
11. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondents' licenses.
12. 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. 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.

13. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
14. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions expressly stated herein.
15. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
16. Respondent agrees to support the adoption of this agreement by the Board.
17. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
18. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
19. Respondent is not under the influence of any drugs or alcohol at the time s/he signs this *Settlement Agreement*.
20. 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

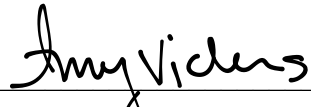
Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

21. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that s/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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*, s/he waives these rights as they pertain to the misconduct described herein.
22. 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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]


**FOR RESPONDENT**

Dated: 1/17, 2024

  
\_\_\_\_\_  
Amy Vickers,  
Respondent

**FOR THE BOARD**

Accepted by the Board of Nursing on this 25th day of January, 2024  
("Effective Date").

  
\_\_\_\_\_  
(Signature)

Michael R. Gianunzio

Authorized Representative of the  
NH Board of Nursing