

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

**In the Matter of:
Keir Berman, RN
License #066276-21**

Docket# 22-NUR-013

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 Keir Berman, RN (“Respondent”), a registered 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 registered nurse in the state of New Hampshire on June 22, 2012. Respondent holds license number 066276-21, which expires on June 18, 2024.
3. In response to a complaint received on June 18, 2020, from Amanda Manzella, RN of Pine Rock Manor (“Pine Rock”), the Board conducted an investigation and

obtained information from various sources pertaining to the Respondent's conduct with administering medications to residents.

4. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence that could prove that Respondent engaged in professional misconduct, in violation of NH RSA 326-B:37, II(e), RSA 326-B:37, II(m), RSA 326-B:37, II(p)(2), and RSA 326-B:37, II(q)(3), and Nur 402.04(b)(3), Nur 402.04(b)(10), and Nur 402.04(b)(11), by the following facts:
 - A. Respondent was employed by Pine Rock beginning in February 2020 and continuing until his termination on June 15, 2020.
 - B. At the time, Pine Rock used pre-packaged medication packets for administering medications to residents.
 - C. In May 2020 a number of medication packets were discovered in the medication cart unpassed.
 - D. On or about June 4, 2020, additional medication packets were discovered in a sharps container unpassed. This second discovery triggered an internal investigation by Pine Rock, which noted that Respondent was responsible for at least 22 of the unpassed packets.
 - E. In his response to the Pine Rock investigation, Respondent admitted to not passing a number of medications after marking them in the EMAR as "given".
 - F. Respondent did not provide a separate response to the Board.

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(e), RSA 326-B:37, II(m), RSA 326-B:37, II(p)(2), and RSA 326-B:37, II(q)(3), and Nur 402.04(b)(3), Nur 402.04(b)(10), and Nur 402.04(b)(11).
6. Specifically, the Board finds that the Respondent falsified reports, client documentation, and/or agency records by not passing a number of medications after marking them in the EMAR as “given”.
7. Respondent acknowledges that the allegations and facts set forth in paragraphs 4 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 is **REPRIMANDED**.
 - B. Within ninety (90) days of the effective date of this agreement, the Respondent shall complete **FIVE (5) hours of CONTINUING EDUCATION COURSES** in the administration and documentation of medication and provide written notification to the New Hampshire Board of Nursing of his successful completion of the course. These hours shall be in addition to the continuing education required under Board rules and statutes.
 - C. 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 RN or work which requires and an educational degree or health license directly or indirectly involving patients or clients.

9. 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.
10. 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 constitute 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.
11. This *Settlement Agreement* shall become a permanent part of the 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 other than those terms and conditions expressly stated herein.

13. 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.
14. Respondent agrees to support the adoption of this agreement by the Board.
15. 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.
16. 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*.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that 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, he 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

Dated: 1/24, 2023

Keir Berman
Keir Berman,
Respondent

On this 24th day of January A.D. 2023 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Kimberly I. Johnson
Justice of the Peace/Notary Public
My commission expires:

KIMBERLY I. JOHNSON
Notary Public - New Hampshire
My Commission Expires May 2, 2023

FOR THE BOARD

ACCEPTED BY THE BOARD OF NURSING on this 3 day of March, 2023 (Effective Date).

Date: March 3, 2023

J. Webster
(Signature)

J. Webster

Authorized Representative of the
NH Board of Nursing