

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

In the Matter of:  
**Kathleen Dorr**  
**License #084177-21 (RN)**

Docket# 23-NUR-003

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 Kathleen Dorr (“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 January 6, 2021. Respondent holds license number 084177-21, which expires on March 26, 2024.
3. In response to three complaints received on November 6, 7, and 8, 2022, from multiple sources regarding the same incident (collectively, “Complaints”), OPLC

Enforcement conducted an investigation and obtained information from various sources pertaining to the Respondent's conduct with substance use while practicing.

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(h), RSA 326-B:37, II(k), RSA 326-B:37, II(l), RSA 326-B:37, II(p)and/or (p)(1), and/or RSA 326-B:37, II(q)((2), by the following facts:
  - A. On November 4, 2022, Respondent consumed alcohol while working as an RN in a home health care setting.
  - B. During her shift on November 4, 2022, Respondent failed to document, or improperly documented administration of one or more medications, which caused concerns of inadequate or extra dosing.
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(h), RSA 326-B:37, II(k), RSA 326-B:37, II(l), RSA 326-B:37, II(p)and/or (p)(1), and/or RSA 326-B:37, II(q)((2).
6. On January 12, 2023, Respondent entered a five-year monitoring agreement with New Hampshire Professional Health Program ("NHPHP") under the supervision of Medical Director, Dr. Molly Rossignol.
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 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. Respondent shall meaningfully participate in and comply with such **CARE, TREATMENT, AND OBSERVATION**, as prescribed by the NHPHP Monitoring Agreement dated January 12, 2023, for a term of five (5) years without interruption beginning on January 12, 2023, and according to all terms contained in said Agreement. Further:
    - i. Respondent shall comply with all terms of all other monitoring agreements entered into with other states and/or jurisdictions;
    - ii. At least ten (10) days prior to working as a registered nurse or APRN in another state or jurisdiction, the Respondent shall notify NHPHP and the Board in writing of employment start date, name of employer, the address of the employer, and the monitoring program to which the Respondent is transferring monitoring services, and the monitoring service transfer date.
    - iii. Respondent shall bear all cost of this agreement, but Respondent shall be permitted to share such costs with third parties.
  - C. Within six (6) months of the effective date of this agreement, Respondent shall complete four (4) hours of **CONTINUING EDUCATION COURSES**

in the topic(s) of understanding substance use disorder in nursing and shall provide the Board with the certificate of completion.

D. 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 services as a registered nurse or work which requires education, training, or degree in nursing or directly or indirectly involves client or patient care, and to any agency or authority which licenses, certifies or credentials nurses with which Respondent is presently affiliated.

E. 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 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 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.

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 other than those terms and conditions expressly stated herein.
14. 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.
15. Respondent agrees to support the adoption of this agreement by the Board.
16. 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.
17. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with his decision to enter into this *Settlement Agreement*.

18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
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 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*, 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.

[Signatures on next page.]

**FOR RESPONDENT**

Dated: 5/22, 2023

Kathleen Dorr

Kathleen Dorr,  
Respondent

On this 22<sup>nd</sup> day of May 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.

Allison M. Favre  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 12/21/2027



Justice of the Peace/Notary Public  
My commission expires:

**FOR THE BOARD**

ACCEPTED BY THE BOARD OF NURSING on this 15th day of June, 2023  
(Effective Date).

Date: June 15, 2023



(Signature)

Michael R. Gianunzio

Authorized Representative of the  
NH Board of Nursing