

STATE OF NEW HAMPSHIRE
BOARD OF NURSING
CONCORD NH 03301

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OPLC-FINANCE

In the Matter of:
Emily Noel
License #074184-21 (RN)

Docket# **2021-ENF-Noel-624**
2022-NUR-Noel-0507

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 Emily Noel (“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 statutes in place in 2021 and 2022, 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 310:10 at any time before or during disciplinary or non-disciplinary remedial proceedings, complaints may be disposed of in whole or in part by settlement agreement approved by the Board, 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 July 18, 2016. Respondent holds license number 074184-21, which expires on June 8, 2024.

3. This Settlement Agreement relates to two matters: 2021-ENF-Noel-624 (Self-Report by the Respondent) and 2022-NUR-Noel-0507, a complaint filed against the Respondent by her former employer. Both complaints allege impairment relating to substance abuse.
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(p)(1) x 2 by the following facts:
 - A. On or about November 24, 2020, the Respondent was convicted of DUI 2nd in Belknap County.
 - B. The Respondent filed a self-report with the Board on or about May 12, 2021.
 - C. On or about May 20, 2022, the Division of Enforcement received a complaint from the Respondent's employer reporting that on April 29, 2022, the Respondent appeared at work in an impaired condition as a result of alcohol.
5. On June 16, 2022, the Respondent entered a five-year monitoring agreement with New Hampshire Professional Health Program ("NHPHP") under the supervision of Medical Director, Dr. Molly Rossignol.
6. 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.

7. The Board finds that the Respondent committed the acts described above in paragraph 4, A-C, and concludes that by engaging in such conduct, the Respondent violated NH RSA 326-B: 37, II (p)(1) x 2.
8. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 310:12
 - 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 June 16, 2022, for a term of five (5) years without interruption beginning on June 16, 2022, and according to all terms contained in said Agreement. Further:
 - i. Respondent shall comply with all terms of the NHPHP Monitoring agreement;
 - ii. At least ten (10) days prior to working as a registered nurse the Respondent shall notify NHPHP and the Board in writing of employment start date, name of employer, the address of the employer;
 - 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: 2/16, 2024



Emily Noel
Respondent

On this 16th day of February A.D. 2024 personally
appeared the person who subscribe to the following instrument and acknowledged the same as
her/his voluntary act and deed before me.



Rebecca Shosa

Justice of the Peace/Notary Public
My commission expires: 8/5/2025

FOR THE BOARD

ACCEPTED BY THE BOARD OF NURSING on this 28 day of March, 2024
(Effective Date).

Date: April 9, 2024

Terese M Barton

(Signature)

Terese Barton

Authorized Representative of the
NH Board of Nursing