

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

In the Matter of:  
**Charlene Forcier, RN**  
**License #026437-21**

Docket# 23-NUR-037

**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 Charlene Forcier, 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 August 23, 1983. Respondent holds license number 026437-21, which expires on February 4, 2024.
3. In response to a complaint received on February 10, 2023, the Board conducted an investigation pertaining to the Respondent’s conduct regarding certain medical records and orders while engaged in licensed employment at Dartmouth Hitchcock’s Notre Dame Pavilion in Manchester, NH.

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(h), RSA 326-B:37(h)(1), RSA 326-B:37, II(m), RSA 326-B:37, II(p)(2), and Nur 402.04(b)(3), Nur 402.04(b)(10), and Nur 402.04(b)(11), by the following facts:
  - A. On or about January 12, 2023, the Respondent was working as an oncology nurse navigator at the Dartmouth Hitchcock Notre Dame Pavilion in Manchester, NH.
  - B. The Respondent modified and entered a provider order without provider approval by writing in an order for a “diagnostic” mammogram rather than a previously authorized “screening” mammogram, and additionally ordered an ultrasound not previously ordered by a provider.
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(h)(1) and RSA 326-B:37, II(q)(3).
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. 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 **TEN (10) hours of CONTINUING EDUCATION COURSES** in the areas of ethics and professionalism, 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. Within fifteen (15) days of completing these required courses, Respondent shall notify Board and provide proof of completion of the course hours to the Board. With proof of course completion, the Respondent shall also provide a **Letter of Reflection** pursuant to the following terms:

- i. The Letter of Reflection shall be in the Respondent's own words and shall demonstrate that the Respondent has achieved a satisfactory degree of skill and understanding in the areas of deficiency as described in the above stated facts. The Letter of Reflection shall at a minimum apply the contents of the continuing education course(s) to the facts alleged in the complaint in the above referenced matter.
- ii. The Letter of Reflection shall be confidential and exempt from disclosure under RSA 91-A.
- iii. Within forty-five (45) days of receipt, the Board shall notify the Respondent whether or not the Letter of Reflection demonstrates a satisfactory degree of skill and understanding in the area(s) of deficiency.

- iv. If the Board finds the Letter of Reflection fails to demonstrate a satisfactory degree of skill and understanding, the Board may order the Respondent to appear at a non-disciplinary show cause hearing to answer as to why the letter failed to demonstrate sufficient skill and understanding and to address the Board's concerns.
- C. Respondent shall pay an **ADMINISTRATIVE FINE** in the amount of **five hundred dollars (\$500.00)** which is **FULLY STAYED** pending successful completion of the continuing education and letter requirements and thereafter terminated if those terms are satisfactorily completed as required herein.
8. 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 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 her 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 her 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 her choosing in connection with her decision to enter into this *Settlement Agreement*.

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17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. 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.
19. This Settlement Agreement shall take effect as an Order of the Board in accordance with Plc 205.04.

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**FOR RESPONDENT**

Dated: 9/20, 2023

Charlene Forcier  
Charlene Forcier,  
Respondent

**FOR THE BOARD**

ACCEPTED BY THE BOARD OF NURSING on this 16th day of November, 2023  
(Effective Date).

Date: 11/17/2023

  
(Signature)

Michael R. Gianunzio  
Authorized Representative of the  
NH Board of Nursing