

BEFORE THE
BOARD OF NURSING
CONCORD NH 03301

In the Matter of:
Jose Bernardo Lopez, RN
FL RN License #RN9519703
Multi-State Compact License

Docket No.: 22-NUR-021

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 Jose Bernardo Lopez ("Respondent"), a registered nurse having a State of Florida (Multi-State Compact) License, 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 310-A:1-1, 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-B:38, X, RSA 310-A:1-k, III, and RSA 541-A, V, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. At all times relevant, Respondent held State of Florida RN (Multi-State Compact) license #RN9519703.

3. On 01/21/2022, the Board received a complaint from Elliot Health System in Manchester, NH alleging the Respondent committed misconduct while working as a traveler nurse in Elliot's Behavioral Health Emergency unit.
4. In response to a complaint, the Board conducted an investigation and issued a Notice of Adjudicative Hearing 10/27/2022 @ 9:00 AM. The Board subsequently stayed the hearing.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct, in violation of RSA 326-B:37, II (h)(1) and RSA 326-B:37, II (q)(2) [*see* Nur 402.04(b)(10)] by the following facts:
 - A. At all times relevant, Respondent worked in the Behavioral Health Emergency Unit at Elliot Health System in Manchester, NH.
 - B. On or about December 26, 2021, the Respondent provided care to a patient ("Patient") suffering from a Traumatic Brain Injury.
 - C. Patient was generally aggressive and was a fall risk.
 - D. Patient got out of bed, unclothed, without assistance and was at risk of falling.
 - E. Patient was on a coed unit.
 - F. Patient had a medication order for Risperidone and Trazadone.
 - G. When Respondent attempted to administer Risperidone, Patient refused Risperidone and instead requested cocaine and Ativan.

- H. Respondent told the Patient he was administering Ativan when in fact the Respondent administered Risperidone and Trazadone.
6. The Board finds that Respondent committed the acts described above and concludes that, by engaging in such conduct, Respondent violated RSA 326-B:37, II (h)(1) and RSA 326-B:37, II (q)(2) [*see* Nur 402.04(b)(10)].
7. WHEREFORE, Respondent acknowledges that the allegations and facts set forth in paragraphs 5 constitute grounds for the Board to impose disciplinary sanctions and consents to the Board imposing the following discipline, pursuant to RSA 326-B:37, III:
- A. Respondent is **REPRIMANDED** for not remaining honest with patients about what medications he was administering.
- B. Respondent is required to meaningfully participate in a total of seven and one-half (7.5) hours of Board-approved **CONTINUING EDUCATION** (“CE”) courses in the topics of legal and ethical standards for behavioral health and medication administration in psychopharmacology. These hours shall be in addition to the hours required for renewal of licensure and shall be completed within one hundred and eighty (180) days from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these required courses or the effective date of this Settlement Agreement as further defined below, Respondent shall notify Board and provide proof of completion of the course hours to the Board.¹ With proof of course

¹ As of 01/06/2023, Respondent completed four CE course totaling 7.5 hours. Certificates will be submitted with Hearing Counsel’s Petition to Accept.

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 CE 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. If the Board fails to notify the Respondent within forty-five (45) days of receipt, the Letter of Reflection shall be deemed as accepted.
- iv. If the Board finds and timely notifies the Respondent that 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. The Board may require the Respondent to retake CE hours not to exceed the above stated hours and not to be beyond the scope of the above stated topics but shall not impose additional discipline.

- C. Respondent shall pay the **COST OF INVESTIGATION AND PROSECUTION** in the amount of **two hundred and fifty dollars (\$250.00.)** where **ALL PAYMENT IS STAYED** for forty-five days then terminates permanently unless the Board finds and timely notifies the Respondent as defined above that the Letter of Reflection fails to demonstrate that the Respondent has achieved a satisfactory degree of skill and understanding in the area(s) of deficiencies. If a Notice of Non-disciplinary Show Cause Hearing is issued as defined above, payment of the \$250.00 shall be due within forty-five (45) days of the hearing date. Payments shall be made according to the terms as further defined below.
- D. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire. Payment shall specify on the memo line that the payment is for "Nursing Costs of Investigation and Prosecution." The payment shall be mailed with a printed copy of this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and Board of Nursing
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

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. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. 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.
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 institute 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 to his 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 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*.

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 is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time she signs this *Settlement Agreement*.
17. Respondent agrees to support and defend the adoption of this *Settlement Agreement* before the Board.
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. 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.
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

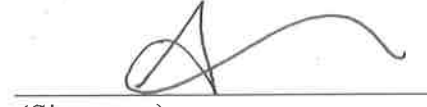
I, Jose Bernardo Lopez, have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*.
Further, I, Jose Bernardo Lopez, knowingly and freely waives the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this *Settlement Agreement*.

Date: 7-3-2023

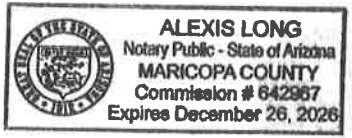



Jose Bernardo Lopez, RN
Respondent

Date: 7/3/2023



(Signature)
Alexis Long
Attorney/Notary Public/Witness



State of Arizona
County of Maricopa
On this 03 day of July 2023
before me personally appeared Jose Bernardo Lopez
to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
SEAL (signed) 
NOTARY PUBLIC

FOR THE BOARD

ACCEPTED BY THE BOARD OF NURSING on this 29 day of August, 2023
(Effective Date).

Nikolas K. Frye, Esq.
(Signature)

Nikolas Frye, OPLC Assigned Presiding Officer
(Printed Name)
Authorized Representative of the
NH Board of Nursing