

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

In the Matter of:
Kyra Brisson, LNA
License #061365-24

Docket# 2023-NUR-BRISSON-0687

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 Kyra Brisson (“Respondent”), a licensed nursing assistant, licensed by the Board, do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to NH RSA 326-B:4; NH RSA 326-B:38, NH 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.
2. Pursuant to NH RSA 326-B:38, X and NH RSA 310:10, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
3. Respondent holds NH Nursing Assistant License #061365-24 issued on 12/20/2018. Respondent’s license expires on 11/20/2024.
4. In response to receiving information that the Respondent had been indicated for criminal charges for allegedly using physical force to steal a backpack from a woman on

08/17/2022, the Board initiated an investigation. The Respondent subsequently entered a Preliminary Agreement not to Practice with the Board on 05/01/2023. Upon the conclusion of the criminal matter, Respondent now seeks a final resolution to the above captioned complaint prior to the commencement of a disciplinary proceeding.

5. Respondent stipulates to the following facts:
 - A. At all times relevant, Respondent held an active NH Licensed Nursing Assistant license #061365-24.
 - B. On 08/17/2022, Respondent knowingly caused unprivileged physical contact with L.J. when Respondent pulled L.J. from the bike she was riding.
 - C. On 07/26/2023 in the matter State v. Kyra Brisson, 216-2022-CR-02655 Hillsborough County Superior Court – Norther District, Respondent plead guilty to and was convicted of simple assault, a Class A misdemeanor pursuant to RSA 631:2-1, I.
 - D. The Respondent’s resulting sentence includes the condition of counseling, treatment, or educational programs.
6. 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(c).
7. Respondent acknowledges that the allegations and facts set forth in the paragraph above constitutes grounds for the Board to impose disciplinary sanctions against Respondent’s License to practice as a licensed nursing assistant in the State of New Hampshire.
8. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 326-B:37, III and RSA 310:12:
 - A. Respondent is **REPRIMANDED**.

- B. Respondent is **SUSPENDED** for a period of four (4) months. Three (3) months shall be deemed time served. The remaining One (1) month of the suspension shall be stayed during the period of probation as further defined below.
- C. **The Respondent is subject to PROBATION for a period of one (1) year from beginning on the Effective Date** as further defined below. The terms of probation are as follows:
- i. **For the duration of probation period, Respondent must submit to COUNSELLING by a counseling service approved by the Board** and according to the following terms:
 - a. Respondent must immediately (or with submission of this Settlement Agreement) provide the Board with the contact information of her current counseling service for Board approval.
 - b. To be approved by the Board, the counseling service must agree to submit quarterly reports as further defined below.
 - c. Respondent must attend a counseling session with the approved counseling service at least once per month.
 - d. Respondent must immediately inform board if she intends to change counseling services and obtain Board approval for a new counseling service.
 - ii. The approved counseling service shall submit quarterly **REPORTS** to the Board which shall report the Respondent's attendance and a general statement of the state of the Respondent's counseling.

- a. Reports shall be due one week prior to the Board's regularly scheduled meeting date (typically the fourth Thursday of each month) for January 2024, April 2024, June 2024, and September 2024.
 - b. If, upon review of a report, the Board has concerns about the state of Respondent's counseling or if the Board fails to receive a report from the approved counseling service, the Board may hold an RSA 310:10 show cause hearing where the Respondent bears the burden of proof concerning the issue of whether or not the state of the Respondent's counseling adversely affects the Respondent's ability to practice nursing.
 - c. A Board finding that the state of the Respondent's counseling adversely affects the Respondent's ability to practice nursing shall be considered a violation of probation and shall be grounds for the Board to impose one additional year to the period of probation and all relevant terms.
 - d. Failure to attend counseling sessions shall be considered a violation of probation.
- iii. If OPLC Enforcement receives notice of a violation of probation, OPLC Enforcement may request that the Board impose any suspended/stayed disciplinary sanction(s) after a hearing. A violation of probation shall also constitute misconduct pursuant to RSA 326-B:37, II (q)(2) and may form the basis for additional disciplinary sanctions after appropriate notice and opportunity for a hearing.
9. 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 in the State of New

- Hampshire for whom Respondent performs nursing services or work which requires education, training, or degree in nursing or directly or indirectly involves patient and/or client care, and to any agency or authority which licenses, certifies or credentials nursing licensees, with which Respondent is presently affiliated.
10. 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 in the State of New Hampshire to which Respondent may apply for work as a licensee of the Board or work which requires and an educational degree or health license directly or indirectly involving patients or clients.
 11. 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.
 12. 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.
 13. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondents' licenses.
 14. 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.
15. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
 16. 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.
 17. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
 18. Respondent agrees to support the adoption of this agreement by the Board.
 19. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
 20. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with his decision to enter into this *Settlement Agreement*.
 21. Respondent is not under the influence of any drugs or alcohol at the time s/he signs this *Settlement Agreement*.
 22. 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 Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

23. Respondent certifies that s/he has read this document titled *Settlement Agreement*.

Respondent understands that s/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 her/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*, s/he waives these rights as they pertain to the misconduct described herein.

24. **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** and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

FOR RESPONDENT

Dated: October 5, 2023

Kyra Brisson

Kyra Brisson, LNA
License #061365-24
Respondent

FOR THE BOARD

Accepted by the Board of Nursing on this 17 day of November, 2023 ("Effective Date").

Terese Barton

(Signature)

Terese Barton

Authorized Representative of the
NH Board of Nursing