

Before the New Hampshire
Physical Therapy Governing Board
Concord, New Hampshire 03301

In The Matter Of:

Lois Donelson, P.T., II
(Misconduct Allegation)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interest of the public and the practice of physical therapy, the Physical Therapy Governing Board ("the Board") and Lois Donelson ("the Respondent" or "Ms. Donelson"), agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

The Board has cause to institute a disciplinary proceeding against the Respondent pursuant to RSA 328-F:23, IV, (d).

The Board, pursuant to RSA 328-F:25, III, has the authority to settle allegations of professional misconduct without commencing a disciplinary hearing.

The Respondent stipulates to and acknowledges the following to be true:

1. She has been licensed as a physical therapist in the State of New Hampshire since 1998.
2. On May 7, 1999, she dispensed a sample of the prescription drug Celebrex without a license to dispense prescription drugs.
3. Dispensing a prescription drug without a license is an unprofessional act under RSA 328-F:23, IV(d).

4. When questioned by her employer about the conduct, the Respondent acknowledged her actions. The Respondent then, on her own, immediately retrieved the sample medication which had not been used and arranged for its return to her employer.

5. The Respondent has cooperated with the Board.

6. The Respondent acknowledges that by her conduct described in paragraph 2, she has violated RSA 328-F:23 (d) and RSA 318:42.

7. The Respondent consents to the following actions by the Board:

a. The Respondent's license to practice as a Physical Therapist is restricted to that of a Physical Therapist I for a period of six months, with a retroactive commencement date of June 10, 1999.

b. Prior to reinstatement as a Physical Therapist II, the Respondent must successfully complete a continuing education course in pharmacology. Said course must be pre-approved by the Board.

c. The Respondent's breach of any of the conditions of this Agreement shall be a separate basis for disciplinary action by the Board.

d. Except as provided in paragraph C, above, this Agreement shall bar the commencement of disciplinary action by the Board based upon the misconduct allegation described in paragraph 2, provided, however, that the Board may take appropriate action to enforce the terms of this Agreement, may consider the misconduct for the purpose of establishing a pattern of conduct in the event that similar allegations are brought against the Respondent in the future and may consider the fact that conditions were imposed by this Agreement in determining appropriate discipline in the event that other misconduct allegations are proven against the Respondent in the future.

e. This Agreement shall take effect on the date it is signed by the Representative of the Board designated below.

The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

FOR THE RESPONDENT

Dated: August 2, 1999

Lois Donelson, P.T.
Lois Donelson, P.T., II
Respondent

Dated: July 30, 1999

David Wolowitz
David Wolowitz, Esquire
Attorney for the Respondent

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

BY ORDER OF THE BOARD

Dated: August 24, 1999

Kerouque C. Soucy
Authorized Representative of the
Physical Therapy Governing Board

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