

Before the
N.H. Respiratory Care Practitioners Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301

In the Matter of:
Patricia F. Mondro, RCP

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 respiratory care, the New Hampshire Board of Licensed Allied Health Professionals, Respiratory Care Practitioner Governing Board (“Board”) and Patricia F. Mondro, RCP (“Respondent”) agree to settle certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by respiratory care practitioners who are its licensees pursuant to RSA 328-F: 23 and 328-F: 24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F: 24, VI.
2. The Board first granted Respondent a license to practice respiratory care in the State of New Hampshire on March 6, 1991. Respondent holds license number 189.
3. In or around January 2010, the Board received information that Respondent had thrice been arrested and charged with driving while intoxicated in January 2010.

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Settlement Agreement*

4. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in unprofessional misconduct in violation of RSA 328-F:23, II (b) by the following facts:

- A. Respondent was arrested and charged with driving while intoxicated on three separate incidents on January 16, 2010, January 21, 2010, and January 22, 2010.
- B. Respondent pled guilty to each charge, as well as to a breach of bail conditions.
- C. Respondent's plea agreement provided for a suspension of her driver's license and a fine. The Court deemed any requirement that Respondent participate in the Intoxicated Driver Intervention Program to be satisfied by Respondent's successful completion of an eighty-six (86) day residential program at Webster Place Recovery Center, Franklin, New Hampshire.
- D. The after-care recommendation of Webster Place Recovery Center was that Respondent attend ninety (90) Alcoholics Anonymous meetings in ninety (90) days. Respondent has provided proof that she fulfilled this recommendation.

5. The Board finds that Respondent committed the acts as described above in Paragraphs 4.A and 4.B and concludes that by engaging in such conduct Respondent violated RSA 328-F:23, II (b).

6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a respiratory care practitioner in the State of New Hampshire.

7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23:

- A. Respondent is **reprimanded**.
- B. Respondent shall refrain from the use of alcohol and shall refrain from the use of any controlled substance not specifically prescribed for her.
- C. Respondent must regularly attend Alcoholics Anonymous meetings and must respond within ten (10) days to any request of the Board for Respondent to produce documentation of such regular visits for a period of three years from the effective date of this *Settlement Agreement*.
- D. Respondent must engage the services of a substance abuse monitoring service for a period of three years from the effective date of this *Settlement Agreement*. Monitoring shall consist of twenty-four (24) random testings in the first year following the effective date of this *Settlement Agreement*. If Respondent does not test positive for alcohol (or any illicit drug or prescription medication not properly prescribed to Respondent), the number of annual, random tests required in years two and three shall be six (6). All alcohol screens required pursuant to this agreement must be conducted with the ethyl glucuronide (EtG) test.
- E. Respondent shall sign any and all necessary releases allowing the testing facility to notify the Board of positive screens within 48 hours. Both Respondent and the facility shall notify the Board of any missed tests.
- F. Upon Respondent's return to New Hampshire, she shall enroll in a relapse prevention program such as that offered by Serendipity Counseling in

Tilton, New Hampshire. Respondent shall participate in the relapse prevention program for a period of three years from the effective date of this *Settlement Agreement* unless otherwise agreed to by the Board upon a showing of good cause by Respondent.

- G. The Board may consider Respondent's compliance with the terms and conditions herein and in any subsequent proceeding before the Board regarding Respondent's license.
- H. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a respiratory care practitioner and to any agency or authority which licenses, certifies or credentials respiratory care practitioners, with which Respondent is presently affiliated.
- I. For a continuing period of three (3) years from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a respiratory care practitioner and to any agency or authority that licenses, certifies or credentials respiratory care practitioners, to which Respondent may apply for any professional privileges or recognition.
- J. If at any time after twelve months from the effective date of the *Settlement Agreement* Respondent can show proof to the Board that the notification requirements of paragraph I have become an impediment to her securing employment as a respiratory care practitioner, then Respondent may request

a hearing at which she will have the opportunity to show cause why the requirement should be suspended.

K. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, and a separate and sufficient basis for further disciplinary action by the Board.

L. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. 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 Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

8. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

9. Respondent voluntarily enters into and 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.

10. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

11. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

12. 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 agreement.

13. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced her right to a fair and impartial hearing in the future if the Board does not accept this agreement.

14. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

15. Respondent certifies that she has read this document entitled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights 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, qualities and dimensions of these rights. Respondent understands that by signing this agreement she waives these rights as they pertain to the misconduct described herein.

16. 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 THE RESPONDENT

Date: 6-13-11

Patricia F. Mondro, RCP
Patricia F. Mondro, RCP
Respondent

Date: 05/16/11

[Signature]
Donald L. Blaszk, Jr.
Counsel for Respondent

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

FOR THE BOARD

Date: 7/14/11

[Signature]
(Signature)

ROBERT G. FISHWICK RCP
(Print or Type Name)
Authorized Representative of the
New Hampshire Occupational Respiratory
Therapy Governing Board
Care Practitioner