

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN DENTISTRY

In the Matter of)
Carole McAdam)
License No. 2701)
License Expires 3/31/17)
_____)

Docket No. DEN-2013-0211

AGREEMENT FOR VOLUNTARY SURRENDER

The Massachusetts Board of Registration in Dentistry ("the Board") and Carole McAdam, ("Licensee"), License No. DH2701 ("License"), hereby stipulate and agree the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board.

1. The Parties enter into this Voluntary Surrender Agreement ("Surrender Agreement") to resolve matters arising out of a complaint pending against the Licensee docketed as DEN-2013-0211 ("the Complaint").
2. The Licensee admits that, if this matter were to proceed to a hearing, the Board could find that:
 - a. The Licensee violated 234 CMR 9.05(1), (2), (3) & (8) and 234 CMR 5.05(1), by failing to: (a) conduct weekly spore testing on two Statim sterilizers; (b) sterilize instruments in pouches; and (c) sterilize hand pieces after patient use.
 - b. The Licensee violated 234 CMR 9.05(2), by violating 234 CMR 8.03(b), by failing to maintain certification in CPR or BLS; and
 - c. The Licensee violated 234 CMR 9.05(2), by violating 234 CMR 5.04(1), by failing to post a copy of her dental hygiene license in a place where it can be observed by the public.
3. Without admitting the foregoing allegations, the Licensee waives her right to a hearing on the allegations, and voluntarily, knowingly, and understandingly enters into this agreement for the voluntary surrender of her license.
4. As of the date of execution and ratification of the Surrender Agreement by the Board ("Effective Date"), the Licensee's license to practice dental hygiene in the Commonwealth shall be **VOLUNTARILY SURRENDERED** for an indefinite period, during which time Licensee shall not engage in any activity which constitutes the practice of dental hygiene, as described in M.G.L. c. 112, §§ 43-53, 61 and 234 CMR 2.00 *et seq.*

5. Upon signing the Surrender Agreement, the Licensee shall return any dental hygiene license and permits issued her by the Board, whether current or expired, to the Board's office at 239 Causeway Street, Boston, Massachusetts 02114, by hand or by certified mail, within ten days (10) days of the Effective Date.
6. The Licensee shall inform all jurisdictions in which she holds or has held a license to practice dental hygiene or any other professional license of the voluntary surrender of her dental hygiene license in Massachusetts within 10 days of the Effective Date. The Licensee shall also provide a copy of this Surrender Agreement to each jurisdiction. The Licensee shall provide the Board with a copy of said notification within 10 days of the Effective Date. If the Licensee is not licensed to practice dental hygiene or another profession in any other jurisdiction, she shall submit such attestation to the Board.
7. This Agreement and its contents shall be incorporated into the records maintained by the Board. This Agreement is a public record within the meaning of M.G.L. c. 4, § 7 and is subject to disclosure to the public and equivalent state licensing boards.
8. The Board agrees that, in return for the Licensee's execution of this Surrender Agreement, the Board will not advance the prosecution of the allegations in the Complaint. The Board expressly reserves all other rights to take action consistent with its authority to protect the public health, safety and welfare, pursuant to M.G.L. c. 112, § 61.
9. The Licensee agrees that her failure to accept and comply with the terms of the Surrender Agreement shall render Paragraph 8 ineffective and permit the Board to initiate formal adjudicatory action under the State Administrative Procedure Act, M.G.L. c. 30A and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*
10. The Licensee understands that her action in entering into this Surrender Agreement is a final act and not subject to reconsideration, collateral attack or judicial review in any form or forum.
11. A waiver by the Board of any provision of this Surrender Agreement at any time shall not constitute a waiver of any other provision of this Surrender Agreement, nor shall it constitute a waiver by the Board of its right to enforce such provision at any future time.
12. The Licensee has read and knowingly and voluntarily enters into this Surrender Agreement. The Licensee states that she has consulted legal counsel regarding the Surrender Agreement or, if the Licensee did not consult legal counsel, she voluntarily waives her right to legal counsel.
13. The Licensee understands that she has the right to a formal adjudicatory hearing concerning the allegations set forth in the Complaint. At a hearing, she would have the right to confront and cross-examine witnesses, call witnesses, present evidence, testify on her own behalf, contest the allegations, present oral argument, seek judicial review and to all other rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and 801

CMR 1.00 *et seq.* By executing this Surrender Agreement, the Licensee knowingly and voluntarily waives her right to a formal adjudicatory hearing and to all of the above-
enumerated rights set forth in the State Administrative Procedure Act, M.G.L. c. 30A and
801 CMR 1.00 *et seq.*, except as provided in Paragraph 9.

Licensee

Carole McAdam
Carole McAdam

Date Signed: 12/31/15

Board of Registration in Dentistry

Barbara A. Young RDH
~~Dr. David Samuels, Chair~~
BARBARA A. YOUNG, RDH
EXECUTIVE DIRECTOR

Date Signed: 1/12/16

Effective Date: 1/12/16