

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN NURSING

RECEIVED

JUN 16 2014

In the Matter of)
MARYANNE GILL)
LN License No. 49460)
License Expires 10/02/2015)

HEALTH CARE PROTECTION
Docket No. NUR-2013-0053



CONSENT AGREEMENT FOR PROBATION

I do hereby certify the foregoing to be a true and
correct copy of the document on file with the
Massachusetts Board of Registration in Nursing.

The Massachusetts Board of Registration in Nursing ("Board") and Maryanne Gill 6/24/14
("Licensee"), a Licensed Practical Nurse ("LPN") licensed by the Board, License No. LN49460 do hereby stipulate and agree that the following information shall be entered
into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee acknowledges that a complaint has been filed with the Board against her Massachusetts Licensed Practice Nurse license¹ ("license") related to the conduct set forth in paragraph 2, identified as Docket No. NUR-2013-0053 ("Complaint").
2. The Licensee admits that on October 2, 2012, while employed as a Licensed Practical Nurse at Don Orione Home ("Facility") in East Boston, Massachusetts, at the end of her scheduled shift, she left the Facility:
 - a. with a set of keys, which contained the only key to the narcotics drawer for one (1) of the two (2) medication carts;
 - b. without providing report; and
 - c. without performing the narcotic count for the two (2) medication carts under her control and falsely documenting that she did so.
3. The Licensee acknowledges that her conduct constitutes failure to comply with the Board's Standards of Conduct at 244 Code of Massachusetts Regulations (CMR) 9.03(5), (15), (31), (35), (44) and (47) and warrants disciplinary action by the Board under Massachusetts General Laws (G.L.) Chapter 112, section 61 and Board regulations at 244 CMR 7.04, Disciplinary Actions.

¹ The term "license" applies to both a current license and the right to renew an expired license.

4. The Licensee agrees that her nursing license shall be placed on **PROBATION** for no less than one (1) year ("Probationary Period"), commencing with the date on which the Board signs this Agreement ("Effective Date").
5. During the Probationary Period, the Licensee further agrees that she shall comply with all of the following requirements to the Board's satisfaction:
 - a. Comply with all laws and regulations governing the practice of nursing, and not engage in any continued or further conduct such as that set forth in Paragraphs 2 and 3.
 - b. Notify the Board in writing within ten (10) days of each change in her name and/or address.
 - c. Timely renew her license to practice nursing.
 - d. Maintain active employment in a position that requires a nursing license, in a setting where the Licensee receives consistent, on-site supervision by a qualified licensed nurse,² for a minimum average of twenty (20) hours per week throughout the Probationary Period. The Licensee may not accept any home care, travel or temporary staffing assignment, or other practice assignment where consistent, on-site supervision is not in place.
 - i. Within 30 days of the Effective Date, the Licensee shall notify the Board's Probation Monitor in writing if the Licensee is not employed in accordance with paragraph 5d.
 - e. Review this Agreement with each of her nursing supervisors, and arrange for each nursing supervisor to submit directly to the Board:
 - i. a completed and signed "Supervisor Verification Form" (Form 1), provided with this Agreement, within thirty (30) days of
 - (1) the Effective Date; *and*
 - (2) any subsequent employment commenced during the Probationary Period.
 - ii. *quarterly* written reports,³ using the "Supervision Report Form" (Form 2) provided with this Agreement attesting to the quality of the Licensee's nursing practice, reliability and attendance and specifically addressing Licensee's security of controlled

² The Licensee must receive direct supervision from a licensed nurse who must have at least one (1) year of clinical nursing practice experience, no open complaints, no past discipline of the nurse's license, and who is physically located at all times in each facility in which the Licensee practices nursing.

³ The Licensee is responsible for ensuring that these reports on the required form are received by the Board commencing ninety (90) days after the Effective Date and on the first day of every third month thereafter.

substances, accuracy of documentation, communication skills, clinical judgment, and conflict resolution including any errors and incidents.⁴

- f. Notify the Board's Probation Monitor in writing within ten (10) days of any change in the Licensee's employment status, including each change in Employer, each resignation or termination, and the name, address and telephone number of each new Employer.
 - g. Submit documentation that she has successfully completed the following continuing education⁵ within sixty (60) days after the Effective Date,
 - i. Six (6) contact hours of continuing education on the topic of Effective Communication Skills in Nursing Practice that includes the topic of Communication Among Members of the Health Care Team;
 - ii. Three (3) contact hours of continuing education on the topic of Conflict Resolution;
 - iii. Three (3) contact hours of continuing education on the topic of Legal and Ethical Aspects of Nursing; and
 - iv. Three (3) contact hours on Critical Thinking and Clinical Judgment in Nursing Practice.
 - h. Submit an affidavit attesting to her review and understanding of the Board's Standard of Conduct Policy 01-01, Determination of Compliance with the Standard of Conduct at 244 CMR 9.03(15) Prohibiting Patient Abandonment.
6. The Board agrees that in return for the Licensee's execution and successful compliance with all the requirements of this Agreement it will not prosecute the Complaint.
7. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate one (1) year after the Effective Date upon written notice to the Licensee from the Board.⁶
8. If the Licensee does not comply with each requirement of this Agreement, or if the

⁴ The Board may take action under paragraph 7 in the event that the reports reveal a practice issue which the Board deems significant.

⁵ These continuing education courses must be *in addition to* any contact hours required for license renewal. They may be taken as home study or as correspondence course, *provided that* they meet the requirements of Board Regulations at 244 CMR 5.00, Continuing Education.

⁶ In all instances where this Agreement specifies written notice to the Licensee from the Board, such notice shall be sent to the Licensee's address of record.

Board opens a Subsequent Complaint⁷ during the Probationary Period, the Licensee agrees to the following:

- a. The Board may upon written notice to the Licensee, as warranted to protect the public health, safety, or welfare:
 - i. EXTEND the Probationary Period; and/or
 - ii. MODIFY the Probation Agreement requirements; and/or
 - iii. IMMEDIATELY SUSPEND the Licensee's nursing license.
 - b. If the Board suspends the Licensee's nursing license pursuant to Paragraph 8(a)(iii), the suspension shall remain in effect until:
 - i. the Board gives the Licensee written notice that the Probationary Period is to be resumed and under what terms; or
 - ii. the Board and the Licensee sign a subsequent agreement; or
 - iii. the Board issues a written final decision and order following adjudication of the allegations (1) of noncompliance with this Agreement, and/ or (2) contained in the Subsequent Complaint.
9. The Licensee agrees that if the Board suspends her nursing license in accordance with Paragraph 8, she will immediately return her current Massachusetts license to practice as an LPN to the Board, by hand or certified mail. The Licensee further agrees that upon said suspension, she will no longer be authorized to engage in the practice of nursing in the Commonwealth of Massachusetts and shall not in any way represent herself as an LPN until such time as the Board reinstates her nursing license or right to renew such license.⁸
10. The Licensee understands that she has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication she would possess the right 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, to appeal to the courts, and all other rights as set forth in the Massachusetts Administrative Procedures Act, G. L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.01 *et seq.* The Licensee further understands that by executing this Agreement she is knowingly and voluntarily waiving her right to a formal adjudication of the Complaints.

⁷ The term "Subsequent Complaint" applies to a complaint opened after the Effective Date, which (1) alleges that the Licensee engaged in conduct that violates Board statutes or regulations, and (2) is substantiated by evidence, as determined following the complaint investigation during which the Licensee shall have an opportunity to respond.

⁸ Any evidence of unlicensed practice or misrepresentation as a Licensed Practical Nurse after the Board has notified the Licensee of her license suspension shall be grounds for further disciplinary action by the Board and the Board's referral of the matter to the appropriate law enforcement authorities for prosecution, as set forth in G.L. c. 112, §§ 65 and 80A.

- 11. The Licensee acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint and this Agreement.
- 12. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record of disciplinary action by the Board. The Board may forward a copy of this Agreement to other licensing boards, law enforcement entities, and other individuals or entities as required or permitted by law.
- 13. The Licensee certifies that she has read this Agreement. The Licensee understands and agrees that entering into this Agreement is a voluntary and final act and not subject to reconsideration, appeal or judicial review.

Wayne Gill 6/4/2014
 Witness (sign and date)

Maryanne Gill 6-4-14
 MARYANNE GILL
 Licensee (sign and date)

Wayne Gill
 Witness (print name)

Rula Harb
 Rula Harb, MSN, RN
 Executive Director
 Board of Registration in Nursing

June 16, 2014
 Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on 6/16/14 by Certified Mail No. 7012 3460 0003 3582 4145