

- 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 Paragraph 2.
- 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 nurse², 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.
- 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 reports³, 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 nursing practice without impairment, including any errors and incidents⁴.
- 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. Demonstrate absence of substance abuse by:

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.

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

- i. Having submitted directly to the Board, according to the terms set forth in **Attachment A**, the results of random, supervised urine tests for substances of abuse, collected from the Licensee no less than fifteen (15) times per year during the Probation Period, all of which are required to be negative. (The Licensee is excused from calling First Lab and will not be tested by First Lab from September 17, 2014 through September 29, 2014.)
 - ii. Abstaining from the use of alcohol and all substances of abuse or substances with potential for abuse; and
 - iii. If prescribed any controlled substance, notifying the Board within five (5) days and arrange for the prescriber to submit immediately thereafter and directly to the Board a written statement of the kind and amount of each controlled substance prescribed with medical necessity for each such prescription.
5. 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.
6. If the Licensee has complied to the Board's satisfaction with all the requirements contained in this Agreement, the Probationary Period will terminate one year after the Effective Date upon written notice to the Licensee from the Board⁵.
7. If the Licensee does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint⁶ 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 7(a)(iii), the suspension shall remain in effect until:

⁵ 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.

⁶ 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.

- 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.
8. The Licensee agrees that if the Board suspends her nursing license in accordance with Paragraph 7, she will immediately return her current Massachusetts license to practice as a Registered Nurse 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 a Registered Nurse until such time as the Board reinstates her nursing license or right to renew such license⁷.
9. 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 Complaint.
10. The Licensee acknowledges that she has been represented by legal counsel in connection with the Complaint and this Agreement.
11. 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.
12. 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.

⁷ Any evidence of unlicensed practice or misrepresentation as a Registered 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 80.

Therese A. Merriman 5/14/14
Witness (sign and date)

Kathleen A. Sullivan 05.14.2014
Kathleen A. Sullivan
Licensee (sign and date)

Therese A. Merriman 5/14/14
Witness (print name)

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

May 22, 2014
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on May 22, 2014 by Certified
Mail No. 7012-0470-0001-3611-85B1