COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN NURSING

In the Matter of **AMANDA M. FINLAY** License No. LN69025 License Expiration Date	Docket No. NUR-2012-0219

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Nursing (Board) and Amanda M. Finlay (Licensee), a Licensed Practical Nurse (LPN) licensed by the Board, License No. 69025, 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 license (license[1]) related to the conduct set forth in paragraph 2, identified as Docket No. NUR-2012-0219, (the Complaint).

2. The Licensee admits that while employed as a Licensed Practical Nurse at Everett Nursing and Rehabilitation Center in Everett, Massachusetts, on or about May 18, 2012, she interacted with a patient in a non-therapeutic manner while attempting to administer medication to him. The Licenee further

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

admits that she incorrectly documented the administration of the medication on the Medication Administration Record (MAR). 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), (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.

3. The Licensee agrees that her nursing license shall be placed on **PROBATION** for no less than one year (Probationary Period), commencing with the date on which the Board signs this Agreement (Effective Date).

4. 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 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 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 4d.

   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] 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.

(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 administration and documentation of medications, 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 education[5] within sixty (60) days after the Effective Date,

i. Six (6) contact hours on the topic of Medication Administration and Documenation in Nursing;

ii. Three (3) contact hours on the topic of Legal and Ethical Aspects of Nursing;

iii. Three (3) contact hours on the topic of Detection and Prevention of Patient Abuse; and

iv. Three (3) contact hours on the topic of Critical Thinking and Judgment in Nursing Practice.

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 Board[6].

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[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.
[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.

7. If the Licensee does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint[7] 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:

      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 Licensed Practical 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 Licensed Practical Nurse until such time as the Board reinstates her nursing license or right to renew such license[8].

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

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[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.

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.

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.

Witness (sign and date) 12-2-2015

Amanda M. Finlay 12/2/15
Amanda M. Finlay
Licensee (sign and date)

Witness (print name)

Amy S. Fein, MSN, RN
Co-Interim Executive Director
Board of Registration in Nursing

December 10, 2015
Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on December 10, 2015 **by Certified Mail No.** 7015-1520-0000-4031-3419