

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN NURSING

In the Matter of  
Alice M. Polmatier  
License No. RN260668  
License Expiration: April 29, 2016

Docket No. NUR- 2012-0303

CONSENT AGREEMENT FOR SURRENDER FOLLOWED BY PROBATION

The Massachusetts Board of Registration in Nursing (Board) and Alice M. Polmatier (Licensee), a Registered Nurse (RN), licensed by the Board, License No. RN260668, 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 Registered Nurse license (license<sup>1</sup>) related to the conduct set forth in paragraph 2, identified as Docket No. NUR-2012-0303 (the Complaint).
2. The Licensee admits that while employed as a Registered Nurse at the Mercy Medical Center in Springfield, MA, between approximately August 10, 2011 and September 14, 2012, she suffered a practice breakdown exhibited by numerous instances of sub-standard care. The Licensee acknowledges that her conduct constitutes a failure to comply with the Board's Standards of Conduct at 244 Code of Massachusetts Regulations (CMR) 9.03(5), (15), (17), (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 to surrender her nursing license for an indefinite period, commencing with the date on which the Board signs this Agreement (Effective Date).
4. After the Effective Date of this Agreement and when the Licensee can complete to the satisfaction of the Board all of the requirements set forth in this Paragraph the Licensee may petition the Board for reinstatement of her license. The petition must be in writing and must include the following documentation of the Licensee's ability to practice nursing in a safe and competent manner, all to the Board's satisfaction:

---

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

- a. Evidence of completion of all continuing education required by Board regulations for the two (2) renewal cycles immediately preceding the date on which the Licensee submits her petition ("petition date");
  - b. Documentation that the Licensee underwent a neuro-cognitive evaluation wherein the cognitive neurologist attests that she is able to practice nursing in a safe and competent manner.<sup>2</sup> The Licensee must satisfy the "Minimum Requirements for Evaluations Submitted to the Board" attached hereto as "Attachment 1" and incorporated by reference.
  - c. Documentation that she has successfully completed the following continuing education<sup>3</sup>,
    - i. Three (3) contact hours of continuing education on the topic of "Care and Assessment of the Restrained Patient"
    - ii. Three (3) contact hours of continuing education on the topic of "Critical Thinking and Judgment in Nursing Practice"
    - iii. Three (3) contact hours of continuing education on the topic of "Time Management in Nursing"
    - iv. Three (3) contact hours of continuing education on the topic of "Medication Administration and Documentation in Nursing"
5. If and when the Board determines that the Licensee has complied to the Board's satisfaction with all the requirements contained in Paragraph 4, the Board shall send written notice to the Licensee<sup>4</sup> which shall terminate the Surrender Period. The Licensee understands and agrees that her license shall be placed on PROBATION for no less than two (2) years (Probationary Period) commencing immediately upon the date of reinstatement, which will be specified in the Board's notice of termination of the Surrender Period.
6. During the Probationary Period, the Licensee further agrees that she shall comply with all of the following requirements to the Board's satisfaction:

---

<sup>2</sup> To the extent that the cognitive neurologist makes any recommendations, it is the Licensee's responsibility to follow those recommendations. To the extent that the cognitive neurologist recommends that the Licensee see any other mental health and/or medical professional(s), it is the Licensee's responsibility to provide a similar evaluation from that recommended professional.

<sup>3</sup> 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.

<sup>4</sup> 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.

- 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<sup>5</sup>, 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 reinstatement, the Licensee shall notify the Board's Probation Monitor in writing if the Licensee is not employed in accordance with paragraph 4d.
- c. 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) reinstatement *and*
    - (2) any subsequent employment commenced during the Probationary Period
  - ii. *quarterly* written reports<sup>6</sup>, 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 the Licensee's performance as it relates to time management, critical thinking and judgment, care and assessment of the restrained patient as well as medication administration and documentation including any errors and incidents<sup>7</sup>.

---

<sup>5</sup> 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.

<sup>6</sup> The Licensee is responsible for ensuring that these reports on the required form are received by the Board commencing ninety (90) days reinstatement and on the first day of every third month thereafter.

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

- 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. Comply with all recommendations for the Licensee's ongoing treatment and/or with the specific treatment plan set forth in any and all evaluations submitted, pursuant to Paragraph 4.
7. If and when the Board determines that the Licensee has complied to the Board's satisfaction with all the requirements contained in Paragraph 6, and no earlier than two (2) years after the date of reinstatement, the Board shall send written notice to the Licensee which shall terminate the Probationary Period.
8. If the Licensee does not comply with each requirement of this Agreement, or if the Board opens a Subsequent Complaint<sup>8</sup> during either the Surrender Period or 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 Surrender Period and/or the Probationary Period; and/or
    - ii. MODIFY the Surrender Period and/or the Probationary Period 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 during the Surrender Period and/or if the Board suspends her nursing license in accordance with Paragraph 8, she will immediately return her

---

<sup>8</sup> 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.

current Massachusetts license to practice as a Registered Nurse to the Board, by hand or certified mail. The Licensee further agrees that during the Surrender Period and/or upon 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 license<sup>9</sup>.

10. 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[s].
11. The Licensee understands that she has a right to formal adjudicatory hearing concerning the Complaints 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.
12. The Licensee acknowledges that she has been at all times free to seek and use legal counsel in connection with the Complaint[s] and this Agreement.
13. 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.

---

<sup>9</sup> Any evidence of unlicensed practice or misrepresentation as a Registered Nurse during the Surrender period and/or 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[A].

14. 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)

Alice M. Polmatier

12-16-14

Alice M. Polmatier  
Licensee (sign and date)

Scinlas  
Witness (print name)

Rula Harb

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

December 23, 2014

Effective Date of Surrender followed by Probation Agreement

Fully Signed Agreement Sent to Licensee on 1/2/15 by Certified Mail  
No. 7014 0510 0001 0374 6892