

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION IN NURSING

IN THE MATTER OF
CARL EDWIN RIDGWAY
RN LICENSE NO. 2261450
RN LIC. EXP. DATE: 10/21/2014

DOCKET NO. NUR-2014-0043

CONSENT AGREEMENT FOR PROBATION

The Massachusetts Board of Registration in Nursing (Board) and Carl Edwin Ridgway (Licensee), a Registered Nurse (RN) licensed by the Board, License No. RN2261450, 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 his Massachusetts Registered Nurse license (license¹) related to the conduct set forth in paragraph 2, identified as Docket No. NUR-2014-0043 (the Complaint).
2. The Licensee admits that while employed as a Registered Nurse in the Emergency Department at Nantucket Cottage Hospital in Nantucket, MA, on or about January 28, 2014, he used inappropriate physical restraint while responding to an intoxicated and violent patient. The Licensee acknowledges that his conduct constitutes failure to comply with the Board's Standards of Conduct at 244 Code of Massachusetts Regulations (CMR) 9.03(5), (15), (24), (43), 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 Board acknowledges that the Licensee remediated his practice by his successful completion of continuing nursing education courses. The Licensee agrees that his 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).
4. During the Probationary Period, the Licensee further agrees that he 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.

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



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

au am
Authorized Signature

3/2/15
Date

- b. Notify the Board in writing within ten (10) days of each change in his name and/or address.
 - c. Timely renew his 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 his 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 interaction with violent and intoxicated patients in need of restraint 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.
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.

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.

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 (1) year after the Effective Date upon written notice to the Licensee from the Board.⁵
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:
 - 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 his nursing license in accordance with Paragraph 7, he will immediately return his 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, he will no longer be authorized to engage in the practice of nursing in the Commonwealth of Massachusetts and shall not in any way represent himself as a Registered Nurse until such time as the Board reinstates his nursing license or right to renew such license.⁷

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.

⁷ Any evidence of unlicensed practice or misrepresentation as a Registered Nurse after the Board has notified the Licensee of his 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.

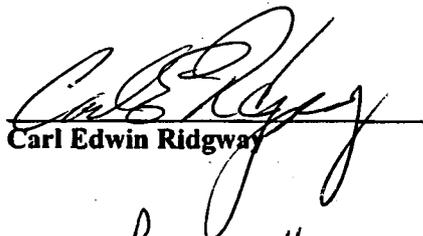
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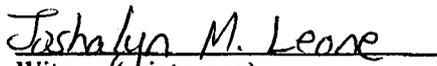
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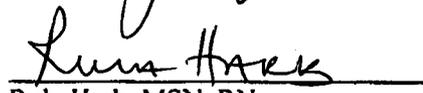
9. The Licensee understands that he has a right to formal adjudicatory hearing concerning the Complaint and that during said adjudication he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, 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 he is knowingly and voluntarily waiving his right to a formal adjudication of the Complaints.
10. The Licensee acknowledges that he 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 he 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)


Carl Edwin Ridgway

Licensee (sign and date)


Witness (print name)


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

February 26, 2015

Effective Date of Probation Agreement

Fully Signed Agreement Sent to Licensee on February 26, 2015 by Certified
Mail No. 7014 0510 0001 0375 4880