

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION  
IN RESPIRATORY CARE

In the Matter of  
Jennifer Reardon  
RT Lic. No. 3727  
Lic. Exp. May 31, 2016

DOCKET NO. REP-2014-008

NON-DISCIPLINARY CONSENT AGREEMENT NOT TO PRACTICE

The Massachusetts Board of Registration in Respiratory Care (“Board”) and Jennifer Reardon (“Licensee”), a Respiratory Care Therapist (“RT”) licensed by the Board, License No. 3727<sup>1</sup> 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 hereby states that she voluntarily enters into this Consent Agreement Not To Practice (“Agreement”) in order to resolve the matters arising out of the Complaint pending against the Licensee before the Board identified as Docket No. REP-2014-008 (the “Complaint”).
2. The Licensee acknowledges and agrees that if the matter went to hearing, the Board could find that her conduct, as documented in Docket No. REP-2014-008, provides a basis for license discipline authorized by 261 Code of Massachusetts Regulations (CMR) 4.04 (5)(b).
3. The Licensee admits that while holding a Massachusetts RT license, and working as a Registered Nurse (“RN”) at Norwood Hospital in Norwood, MA on or about November 15, 2014 she diverted Dilaudid for her own use. Subsequently, Norwood Hospital personnel notified the Office of Public Protection (OPP) and the Board of Registration in Nursing opened a complaint, Docket No. NUR-2014-0276 against her RN license, license No. RN 2279904. The Board of Registration in Nursing dismissed the complaint after the Licensee signed a Consent Agreement as an alternative to license discipline.<sup>2</sup>
4. The licensee acknowledges that the terms and conditions of the Consent Agreement with the Board of Registration in Nursing are confidential and not subject to discovery, pursuant to statute.

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

<sup>2</sup> The Board of Registration in Nursing dismissed Docket No. NUR-2014-0276 on May 29, 2015.

Reardon, J.

Docket No REP-2014-008

5. In addition to successfully completing all of the conditions of the Board of Registration in Nursing Agreement, the Licensee agrees that she shall comply with all of the following requirements to the Board's satisfaction:
  - a. The Licensee will not practice as a Respiratory Care Therapist in Massachusetts after the Effective date of this Agreement.<sup>3</sup>
  - b. The Licensee will notify the Board of Respiratory Care in writing within ten (10) days of any change of her name and/or address.
  - c. The Licensee will NOT apply for renewal of her Massachusetts Respiratory Care license.
6. The Board agrees that in return for the Licensee's execution of this Agreement, a ***non-disciplinary action***, it will not prosecute the Complaint. The Board and the Licensee agree that her Massachusetts RT license status shall appear on the Board's web page as "Restrictions by Agreement."
7. After the Effective date of this Agreement, the Licensee may submit a written petition to the Board for termination of this Agreement Not to Practice and the removal of "Restrictions by Agreement" categorization of her Massachusetts Respiratory Care license status. With any such petition, the Licensee shall submit documentation satisfactory to the Board of her ability to practice Respiratory Care in a safe and competent manner. Such documentation shall include, but shall not be limited to, all of the following:
  - a. Certified documentation (sent directly to the Board) from the state board of Respiratory Care of *each* jurisdiction in which the Licensee has ever been licensed to practice as a Respiratory Therapist and/or as a nurse, identifying her license status and discipline history and verifying that her Respiratory Care and her RN licenses are, or are eligible to be, in good standing and free of any restrictions or conditions.

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<sup>3</sup> Practice as a Respiratory Therapist includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a Respiratory Therapist or a paid or voluntary position requiring that the applicant hold a current Respiratory Therapist license. The Licensee further understands that if she accepts a voluntary or paid position as a Respiratory Therapist or engages in any practice of nursing after the Effective date and before the Board formally terminates this Agreement, evidence of such practice shall be grounds for the Board's referral of any such unlicensed practice to the appropriate law enforcement authorities for prosecution, as set forth in M.G.L.c. 112 § 23X.

- b. Verification from the Board of Registration in Nursing sent directly to the Board that her Massachusetts Registered Nurse License No. 2279904 is in good standing with no practice restrictions.
8. If the Board determines that the licensee has complied to the Board's satisfaction with all of the requirements above, the Board shall send written notice<sup>4</sup> to the Licensee which shall terminate this Agreement Not to Practice.
9. If the Board receives credible information that the Licensee has failed to comply with the requirements of this Agreement or if the Board receives a "Subsequent Complaint"<sup>5</sup>, the Board will immediately SUSPEND the Licensee's Massachusetts Respiratory Therapist license, *a disciplinary action* and give her written notification of such suspension.
10. Any suspension of the Licensee's Respiratory Therapist license under Paragraph 9 above will continue for an indefinite time, (Suspension Period) commencing upon the date the Board sent the Licensee written notice of suspension as set forth in Paragraph 9 above.
11. After the commencement of said Suspension Period and when the Licensee can complete to the Board's satisfaction all of the requirements set forth in this Paragraph 11, the Licensee may petition the Board for reinstatement of her Massachusetts Respiratory Care license. With such petition, the Licensee shall submit documentation satisfactory to the Board of her ability to practice Respiratory Care in a safe and competent manner. Such documentation shall include, but shall not be limited to, all of the following:
  - a. Certified documentation (sent directly to the Board) from the state board of Respiratory Care of *each* jurisdiction in which the Licensee has ever been licensed to practice as Respiratory Therapist and/or as a nurse, identifying her license status and discipline history and verifying that her Respiratory Care license is, or is eligible to be, in good standing and free of any restrictions or conditions;
  - b. If employed after the commencement of the Suspension Period in a non-Respiratory Care position, have each employer during said period submit directly to the Board on official letterhead a performance evaluation that

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<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.

<sup>5</sup> The term "Subsequent Complaint" applies to a complaint opened after the Effective date of this Agreement 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 time the Licensee will have an opportunity to respond.

Reardon, J.

Docket No REP-2014-008

reviews the Licensee's attendance, general reliability, and specific job performance. If the Licensee has not been employed, she shall submit an affidavit specifically attesting to this;

- c. Evidence of completion of all continuing education required by Board regulations within the two (2) renewal cycles immediately preceding her reinstatement petition;
  - d. Written verification from the Licensee's primary medical care provider and any other specialist(s) with whom the Licensee may have consulted, written within thirty (30) days preceding any petition for reinstatement, that the Licensee is medically able to resume the safe and competent practice of Respiratory Care, including a list of all prescribed medications and the medical necessity for each prescription;
  - e. Assist the Board in obtaining written verification that there are no pending actions or obligations, criminal or administrative, against the Licensee before any court or administrative body including, but not limited to, documentation that *at least one (1) year prior to any petition for reinstatement* she satisfactorily completed all court-ordered requirements imposed on her in connection with any criminal conviction or matter, as well as authorization from the Licensee necessary for the Board to obtain a Criminal Offender Record Information (CORI) Report of her conducted by the Massachusetts Department of Criminal Justice Information Services (DCJIS).
12. The Board may choose to reinstate Licensee's Respiratory Care license if the Board determines that reinstatement is in the best interests of the public at large.
13. The Licensee understands that she has a right to a 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. 30 A 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 thereto.
14. 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.

15. The Licensee acknowledges that after the Effective Date, the Agreement constitutes a public record subject to the Commonwealth of Massachusetts' Public Records Law, G.L. ch. 4, §7.
16. The Licensee certifies that she has read this Agreement. The Licensee agrees and understands that entering into this Agreement is a voluntary and final act and is not subject to reconsideration, appeal or judicial review.

[Signature] 9/18/2015  
Witness (sign and date)

Jennifer Reardon 9/18/15  
Jennifer Reardon  
Licensee (sign and date)

WILLIAM B MARTIN  
Witness (print name)

[Signature]  
Mary Phillips, J.D. Ichelle Herbu  
assistant  
Executive Director,  
Board of Registration in Respiratory Care

September 24, 2015  
Effective Date of Agreement

Fully Signed Agreement Sent to Licensee on 9/25/15 by Certified Mail  
No. 7015 1520 0002 8254 8716