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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF
RESPIRATORY CARE

IN THE MATTER OF)
DENNIS E. LAFRENIERE)
RT LICENSE NO. 3166)
_____)

DOCKET NO. REP-2013-003

CONSENT AGREEMENT

The Massachusetts Board of Registration of Respiratory Care ("Board") and Dennis E. Lafreniere, a respiratory therapist ("RT") licensed by the Board, License No. 3166 ("Licensee"), hereby stipulate and agree that the following information shall be entered into, and become a permanent part of, the licensee's records maintained by the Board. For purposes of this Consent Agreement ("Agreement"), the word "license" shall refer to both a current license and to any right to renew an expired license.

1. The Board issued to the Licensee a license to practice as a respiratory therapist on or about July 1, 1994. The Licensee's license is current and will expire on May 31, 2014 unless renewed.
2. A complaint identified as Docket No. REP-2013-003 has been opened against the Licensee's license. The complaint alleges that while employed as the director of respiratory services at North Atlantic Medical Services, Leominster, Massachusetts, during the period June, 2010 through approximately April, 2013, the Licensee knowingly permitted, aided, or abetted unlicensed persons, known as "liaisons," to perform initial setups of continuous positive airway pressure (CPAP) and bilevel positive airway pressure (BiPAP) machines in patients' homes on numerous occasions. The complaint further alleges that the Licensee permitted this practice to occur despite having received a letter from the Board in September, 2010 informing him that the Board had determined that only licensed individuals may perform such setups based on the Board's interpretation of its regulations contained at 261 Code of Massachusetts Regulations ("CMR") 2.05(5) and (8).
3. The Licensee acknowledges that, if the matter proceeded to hearing, the Board could find that the aforementioned conduct did occur, and that such conduct, if proven, would constitute conduct that violates Massachusetts General Laws ("G.L.") c. 112, section 61 as deceit, malpractice, gross misconduct in the practice of respiratory care, and offenses against the laws of the Commonwealth relating thereto, and would constitute a violation of G.L. c. 112, § 23X(c) and (f). The Licensee also acknowledges that such conduct, if proven at a hearing, would constitute violations of Board regulations 261 CMR 4.04(5)(a) and 4.06(5) and (7).

4. Based upon the foregoing, the Board and the Licensee agree to the following in resolution of the complaint:
 - a. Upon the Board's receipt of two (2) copies of the Agreement signed and dated by the Licensee, the Board shall SUSPEND the Licensee's RT license for a minimum of ninety (90) days ("license suspension period") from the effective date of the Agreement, which is the date on which the Board signs the Agreement ("effective date").
 - b. During the license suspension period, the Licensee shall not practice as a respiratory therapist in Massachusetts until he receives written notice from the Board of the termination of the license suspension. The Licensee understands that "practice as a respiratory therapist" includes, but is not limited to, seeking or accepting a paid or volunteer position as a respiratory therapist, or both, or a paid or volunteer position requiring that the applicant hold a current respiratory therapist license. Any 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 G.L. c. 112, sections 65 and 23AA.
 - c. During the license suspension period, the Licensee shall submit an affidavit to the Board attesting that he will no longer knowingly permit, aid, or abet the practice of unlicensed respiratory therapy for the treatment of patients located in the Commonwealth of Massachusetts.
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 Licensee¹ which shall terminate the Surrender Period. The Licensee understands and agrees that his license shall be placed on PROBATION for no less than one (1) year ("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 agrees to:
 - a. Provide a copy of this Consent Agreement to his respiratory care supervisor at each facility/setting where he is employed in the field of respiratory care ("supervisor") and to request that each such supervisor provide a letter addressed to the Board and signed by the supervisor, on facility letterhead stationery and sent by the supervisor directly to the Board, verifying that the supervisor has received and read a copy of this Agreement;
 - b. Arrange with each of his supervisors for the supervisor's submission to the Board of quarterly written reports addressing the licensee's job performance, attendance and professionalism;

¹ 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.

- c. Inform the Board in writing of any change of employer, supervisor, or both, within ten (10) days of any such change(s);
 - d. Timely renew his RT license;
 - e. Inform the Board in writing of any change of name, address, or both, within ten (10) days of any such change(s); and
 - f. Comply with all laws and regulations governing the practice of respiratory care in the Commonwealth of Massachusetts.
7. The probationary period shall terminate upon the Licensee's compliance with each provision of this Agreement in a manner satisfactory to the Board and where such probation termination is in the best interests of the public health, safety or welfare. The Board shall notify the Licensee in writing of such probation termination.
8. The Licensee understands and agrees that if the Board receives information indicating that he is not compliant with each requirement of this Agreement and the investigation of the allegations of noncompliance (during which the Licensee shall be provided with a reasonable opportunity to respond before the Board takes any of the actions set forth below) produces evidence substantiating noncompliance:
- a. The Board may, as warranted to protect the public health, safety, or welfare and upon written notice to the Licensee at his address of record with the Board:
 - i. EXTEND the license suspension period or the license probationary period, depending on which period is in effect; or
 - ii. MODIFY the requirements of this Agreement; or
 - iii. EXTEND the license suspension period or the license probationary period, depending on which is in effect, AND MODIFY the requirements of this Agreement; or
 - iv. if the probationary period is in effect, IMMEDIATELY SUSPEND the Licensee's RT license, or right to renew such license, before adjudication of any allegations of noncompliance are contested by the Licensee, and such suspension shall remain in effect until final disposition of the matter in accordance with paragraph 8(b), below.
 - b. If the Board suspends the Licensee's RT license, or right to renew such license, pursuant to paragraph 8(a)(4) above, the suspension shall remain in effect and the probationary period and requirements of this Agreement relating to probation shall be tolled (suspended) until:
 - i. the Board, upon written notice to the Licensee, resumes the probationary period and requirements of this Agreement relating to probation AS WRITTEN HEREIN based on documentation showing compliance to the Board's satisfaction with the requirements of the Agreement relating to probation; or
 - ii. the Board and the Licensee agree in writing to resume the probationary period and requirements of this Agreement relating to probation AS EITHER ARE MODIFIED and any such modified agreement shall supersede this Agreement; or

- iii. the Board and the Licensee sign a subsequent consent agreement in resolution of the Licensee's noncompliance, and any such agreement shall supersede this Agreement; or
 - iv. the Board issues a final decision and order following adjudication of the allegations of noncompliance and such final decision and order shall supersede this Agreement.
9. The effective date of this Agreement ("Effective Date") is the date on which the Board signs this Agreement after receiving two (2) copies of the Agreement signed and date by the Licensee before a witness.
10. The Licensee agrees to return to the Board at its office at 239 Causeway Street, Suite 500, Boston, Massachusetts 02114, either by hand or by overnight mail, two (2) duplicate originals of this Agreement signed by the Licensee, witnessed and dated, no later than fourteen (14) days following his receipt of this Agreement.
11. The Licensee understands that any suspension of his respiratory therapist license under the terms of this Agreement is a final act depriving him of all privileges of licensure as an RT for the duration of the suspension as set forth in this Agreement and is not subject to reconsideration or judicial review. The Licensee further understands that the post-suspension period of license probation under the terms of this Agreement is a final act and is not subject to reconsideration or judicial review.
12. The Licensee states that he has been represented by legal counsel in connection with his decision to enter into this Agreement.
13. The Licensee understands that this Agreement constitutes a "public record" within the meaning of G.L. c. 4, § 7, subject to public disclosure and that the Board may forward a copy of this Agreement to other licensing boards and law enforcement entities, as well as to any other individual or entity as required or permitted by law.
14. The Board agrees that in return for the Licensee's execution and successful compliance with all the requirements of this Agreement, the Board shall not prosecute before itself the allegations arising from the Board's investigation in connection with the complaint identified as docket no. REP-2013-003.
15. The Licensee certifies that he has read this document entitled "Consent Agreement." He understands that he has a right to formal adjudication concerning the allegations against him 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 states that he understands that in executing this Agreement he is knowingly and voluntarily waiving his right to a formal hearing and to all of the above-listed rights attendant thereto.

BY THE LICENSEE:

Dennis E. Lafreniere
Dennis E. Lafreniere

6-19-2014
Date

[Signature]
Witness (Signature)

Jeremy Breckman
Witness (Print Name)

6-19-2014
Date

BY THE BOARD:

Mary A. Phelan
Executive Director

7-2-14
Date

7-7-14
Effective Date of License Suspension

Effective Date of License Suspension Termination

Effective Date of Probation

Effective Date of Probation Termination