



Paul R. LePage
GOVERNOR

STATE OF MAINE
BOARD OF NURSING
158 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0158

KIM ESQUIBEL, PhD, M.S.N., R.N.
EXECUTIVE DIRECTOR

IN RE: MEREDITH J. BELANICH, LPN)
of Biddeford, ME)
License No. LPN12797)

CONSENT AGREEMENT
FOR WARNING &
PROBATION

Complaint 2014-199

INTRODUCTION

Pursuant to Title 32, Chapter 31, the Maine State Legislature endowed the Board with the power and duty to regulate the practice of nurses licensed by the Board, including issuing licenses and investigating complaints. Pursuant to 10 M.R.S. §8008, the Legislature provided that the sole purpose of the Board is to “protect the public health and welfare” and that “other goals or objectives may not supersede this purpose.”

This document is a Consent Agreement (“Agreement”) regarding Meredith J. Belanich’s license as a licensed professional nurse (“LPN”) in the State of Maine. The parties to this Agreement are Meredith J. Belanich (“Licensee”), the Maine State Board of Nursing (“the Board”), and the Office of the Attorney General, State of Maine. A subcommittee of the Board met with the Licensee in an informal conference on October 8, 2015. The parties enter into this Agreement pursuant to 32 M.R.S. § 2105-A(1-A)(A) and (B), and 10 M.R.S. § 8003 (5)(A-1)(1), (A-1)(4), and (B) in order to resolve Complaint 2014-199.

FACTS

1. Meredith J. Belanich was first licensed to practice as an LPN by endorsement in Maine on August 14, 2009.
2. On August 29, 2014, the Board received notification from St. Andre Health Care that the Licensee had been released from employment on July 28, 2014 as a result of performance issues and the violation of resident rights. More specifically, the Licensee had received written counseling for incomplete documentation and voicing to staff and visitors that the facility was short-staffed when it was in fact staffed above the state requirement. The Licensee received a termination notice after performing a catheterization procedure on a resident although the resident was resisting. As a result of receiving this information, the Board initiated a complaint against Licensee’s Maine nursing license; Board staff docketed the Complaint as 2014-199.
3. On December 9, 2014, the Board issued a Notice of Complaint to Licensee regarding Complaint 2014-199.
4. On January 26, 2015, the Board received the Licensee’s written response to the Notice of Complaint. Given that the resident was feverish and in pain, the Licensee said she tried to complete the catheterization procedure as quickly as possible to prevent discomfort. When a certified nursing assistant (“CNA”) arrived, the Licensee asked the CNA to assist her with the resident’s leg to complete the procedure. At that point the resident began to complain of pain and asked the Licensee to stop. The Licensee said she reassured the resident that she was almost finished with the procedure and continued. After not being able to complete the procedure, the Licensee said she notified the nurse manager that the resident should go to the hospital.

The Licensee further stated that she found the facility to be “hostile and unsafe.” She explained that she was a certified nursing assistant for 20 years and became an LPN in 1999.

5. After review at its March 11-12, 2015 meeting, the Board voted to meet with the licensee in an informal conference.
6. Following the informal conference on October 8, 2015, the subcommittee voted to offer the Licensee a Consent Agreement.



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7. Absent Licensee's acceptance of this Agreement by signing and returning it to the Maine State Board of Nursing, 158 State House Station, Augusta, Maine 04333-0158 **on or before January 28, 2016**, the Board will take further action. In the absence of an agreement, the Board could impose, subsequent to adjudicatory proceedings; findings beyond those contained herein and also impose greater adverse action including revocation of Licensee's license.

AGREEMENT

8. Licensee admits to the Facts as stated above and admits that such conduct constitutes grounds for the Board to impose discipline against her Maine nursing license under the following laws and regulations:

32 M.R.S. § 2105-A(2)(F) for engaging in unprofessional conduct that violates a standard of professional behavior that has been established in the practice for which Licensee is licensed.

Board Rules Ch. 4, § 3(F) by failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard the patient.

Board Rules Ch. 4, § 3(H) by intentionally or negligently causing physical or emotional injury to a patient.

9. As discipline for the violations admitted to in paragraph 8 above, Licensee agrees to accept a **WARNING** related to her unprofessional behavior. Licensee further agrees that unless this Agreement is modified in writing by all of the parties hereto, **her license to practice as a licensed practical nurse shall be probationary until the Licensee completes at least three (3) years of nursing employment and/or active enrollment in a nursing education program** and shall be subject to the following condition:

- a) Nurse Supervisor. Licensee's nursing employment is restricted during the period of probation to structured settings with on-site supervision by a registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, home health care, school nursing, work as a travel nurse, or within the correctional system.

The nurse supervisor must be in direct contact with the Licensee (i.e., physically present) and be able to observe her nursing performance. Said nurse supervisor shall inform the Board if the Licensee demonstrates any issues with regard to inappropriate decision-making, incompetence, unprofessionalism or any other concerns. In addition, the nurse supervisor shall provide the Board with a written report regarding the Licensee's nursing performance every three (3) months, following the execution of this Agreement. It is the Licensee's responsibility to ensure that these quarterly reports are provided to the Board in a timely fashion.


- b) Education. Licensee shall provide documentation of having successfully completed a course(s) in the area of patient rights and responsibilities, pre-approved by the Board's Executive Director, within six (6) months of the execution date of this Agreement.
- c) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Following execution of this Agreement, Licensee shall provide a copy of this Agreement to any nursing employers or potential nursing employers, to any nursing education program where she applies or is enrolled, and to any jurisdiction in which she holds or seeks a nursing license.
- d) Contact Address/Change of Contact Address – Notification Requirement. Licensee shall provide the Board with a current address at which she may be contacted by the Board. Licensee shall inform the Board in writing within 15 days of any change of her contact information.
- e) Employment Change – Notification Requirement. Licensee will notify the Board in writing within five (5) business days of any change in her nursing employment and/or enrollment in a nursing education program. Notice under this section shall include the place and position of employment and/or the nursing educational program.

- f) Nursing Employment Restrictions. The State of Maine is a “party state” that has adopted the Nurse Licensure Compact (“Compact”), which is set out in Chapter 11 of the Board Rules. The State of Maine is Licensee’s “home state” of licensure and primary state of residence, which means that she has declared the State of Maine as her fixed permanent and principal home for legal purposes relating to her domicile. Other party states in the Compact are referred to as “remote states,” which means party states other than the home state that have adopted the Compact. Licensee understands and agrees that this Agreement is applicable to her multi-state licensure privilege, if any, to practice nursing in Compact states.

IT IS FURTHER AGREED that while Licensee’s license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the party state in which she wishes to work.


10. Licensee agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement until and unless the Board, at her written request, votes to terminate probation. When considering whether to terminate the probation, the Board will take into account the extent to which Licensee has complied with the provisions of this Agreement.
11. Violation of any of the terms or conditions of this Agreement by Licensee shall constitute unprofessional conduct and shall be grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
12. In the event that Licensee is alleged to have violated any condition of her probation, the Board will give written notice to her regarding her failure to comply, sent to the last known address that is on file with the Board. Licensee shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review Licensee’s response to determine what action, if any, it will take. **If the Licensee fails to timely respond to the Board’s notification regarding noncompliance, her license may be immediately suspended** pending a hearing at the next scheduled Board meeting. If after notice and hearing, the Board finds that the Licensee has failed to meet probationary conditions, the Board may take any disciplinary action that it deems appropriate and impose any of the sanctions including, but not limited to, that found in 10 M.R.S. § 8003 and 32 M.R.S. § 2105-A.
13. This Agreement is not appealable and is effective until modified or rescinded by the parties to this Agreement. This Agreement cannot be modified orally. It can be modified only in writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Licensee may file a written request, together with any supporting documentation, to modify the terms and conditions of this Agreement. The Board retains the sole discretion to: (a) deny Licensee’s request; (b) grant Licensee’s request; and/or (c) grant Licensee’s request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Licensee’s request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
14. The Board and the Attorney General may communicate and cooperate regarding Licensee’s practice or any other matter relating to this Agreement.
15. This Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408-A.
16. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
17. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
18. For the purposes of this Agreement, the term “execution” means that date on which the final signature is affixed to this Agreement.

DATED: 9-23-2016


LICENSEE MEREDITH J. BELANICH, LPN

FOR THE MAINE STATE BOARD OF NURSING

DATED: 10/5/2016


KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 10/16/16


LAUREN LAROCHELLE
Assistant Attorney General