



JANET T. MILLS
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: COLLEEN L. CRONIN, LPN)
of Belfast, ME) **CONSENT AGREEMENT**
License No. LPN7088) **FOR WARNING & PROBATION (2 YEARS)**

Complaint 2019-85

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 Colleen L. Cronin’s license as a licensed practical nurse (“LPN”) in the State of Maine. The parties to this Agreement are Colleen L. Cronin (“Ms. Cronin”), the Maine State Board of Nursing (“the Board”), and the Office of the Attorney General, State of Maine (“Attorney General’s Office”). The parties enter into this Agreement pursuant to 32 M.R.S. § 2105-A and 10 M.R.S. § 8003(5) in order to resolve Complaint 2019-85.

FACTS

1. At all times pertinent to this matter, Ms. Cronin was licensed by the Board to practice as an LPN, license no. LPN7088.
2. Until on or about January 11, 2019, Ms. Cronin was employed as an LPN at The Commons at Tall Pines (“The Commons”), a skilled nursing facility in Belfast, Maine.
3. On or about February 2-4, 2018, a resident at The Commons hit another resident on the head with a cane. The second resident was not injured. Ms. Cronin discouraged her co-workers from talking about the incident so she would not have to report it. During the same weekend, Ms. Cronin abruptly entered another resident’s room and tried to move the resident up in bed, even though the resident’s daughter instructed her to leave her mother alone. The resident’s daughters also reported that Ms. Cronin yelled at other staff members.
4. On or about November 10-11, 2018, Ms. Cronin documented that she performed a dressing change for a resident at The Commons, but she had not performed the dressing change.
5. On or about January 5, 2019, Ms. Cronin was serving as charge nurse at The Commons. A resident who has dementia asked Ms. Cronin if she had seen her family and if she could contact them. Ms. Cronin became frustrated after she was unable to appease the resident, and she cursed at the resident.
6. On or about January 11, 2019, The Commons notified the Board that it had terminated Ms. Cronin’s employment following the January 5, 2019 incident. Board staff docketed this information as Complaint 2019-85.
7. At its May 10, 2019 meeting, the Board reviewed Complaint 2019-85 and voted to resolve the matter with a consent agreement.
8. Absent Ms. Cronin’s acceptance of this Agreement by signing, dating, and returning it to the Maine State Board of Nursing, 158 State House Station, Augusta, Maine 04333-0158 on or **before June 20, 2019**, the Board may take further action. In the absence of an agreement, the Board could impose, subsequent to adjudicatory proceedings, greater adverse action in this matter.



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OFFICES LOCATED AT: 161 CAPITOL ST., AUGUSTA, ME
<http://www.maine.gov/boardofnursing/>

AGREEMENT

9. Ms. Cronin 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 by violating a standard of professional behavior that has been established in the practice for which the licensee is licensed; specifically, American Nurses Association Code of Ethics for Nurses Provision 1.1, “Respect for Human Dignity”;

32 M.R.S. § 2105-A(2)(F) & (H), for engaging in unprofessional conduct as defined by the Board and violating a rule of the Board by inaccurately recording, falsifying, or altering a patient or health care provider record (Board Rules Ch. 4, § 3(K));

32 M.R.S. § 2105-A(2)(F) & (H), for engaging in unprofessional conduct as defined by the Board and violating a rule of the Board by failing to safeguard the patient’s dignity (Board Rules Ch. 4, § 3(I)); and

32 M.R.S. § 2105-A(2)(F) & (H), for engaging in unprofessional conduct as defined by the Board and violating a rule of the Board by engaging in behavior that exceeds professional boundaries (Board Rules Ch. 4, § 3(U)).

10. As discipline for the violations admitted to in Paragraph 9 above, Ms. Cronin agrees:

- a. To accept a **WARNING**; and
- b. That unless this Agreement is modified in writing by all of the parties hereto, following the execution of this Agreement her license to practice as a licensed practical nurse shall be PROBATIONARY until she completes at least two (2) years of nursing employment. During the period of probation under this Agreement, Ms. Cronin’s license shall be subject to the following conditions:
 - i. Education. Ms. Cronin must successfully complete, at her own expense, the following National Council of State Boards of Nursing courses within six (6) months of the execution of this Agreement: (1) Documentation: A Critical Aspect of Client Care, (2) Professional Boundaries in Nursing, and (3) Righting a Wrong: Ethics & Professionalism in Nursing. In complying with this condition, Ms. Cronin must provide the Board with documentation of her successful completion of the courses.
 - ii. Nursing Employment Requirements. Ms. Cronin’s nursing employment is restricted 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 Ms. Cronin (i.e., physically on-site) and be able to observe her nursing performance. The supervisor shall inform the Board if Ms. Cronin demonstrates any issues with regard to inappropriate decision-making, medication administration/documentation concerns, failure to follow policy/procedure, or any other concerns. The supervising nurse shall report such information to the Board within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor shall provide the Board with a written report regarding Ms. Cronin’s nursing performance every three (3) months during the period of probation. It is **Ms. Cronin’s responsibility** to ensure that these reports are provided to the Board in a timely manner.
 - iii. Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Cronin shall provide a copy of this Agreement to any nursing employers or potential nursing employers, and to any jurisdiction in which she holds or seeks a nursing license.

- iv. Current Contact Address/Change of Contact Address – Notification Requirement. Ms. Cronin shall provide the Board with a current address at which she may be contacted by the Board. Ms. Cronin shall inform the Board **in writing within 15 days** of any change of her contact address/information.
- v. Employment Change – Notification Requirement. Ms. Cronin 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 name and location of the employer and the position accepted, and/or the name and location of the nursing education program and the course of study.
- vi. Privilege to Practice Restrictions. The State of Maine is a “party state” that has adopted the Nurse Licensure Compact (“Compact”), which is set out in Title 32, Chapter 31, Subchapter 2-A of the Maine Revised Statutes. Ms. Cronin 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 Ms. Cronin’s license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege.

11. Ms. Cronin agrees and understands that her license is on probationary status and is subject to the terms of this Agreement until and unless the Board, at her written request, votes in its sole discretion to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which she has complied with the provisions of this Agreement.
12. Violation of any of the terms or conditions of this Agreement by Ms. Cronin shall constitute unprofessional conduct and shall be grounds for discipline.
13. In the event that Ms. Cronin 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. Ms. Cronin shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review Ms. Cronin’s response to determine what action, if any, it will take. If after notice and hearing, the Board finds that Ms. Cronin 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, those found in 10 M.R.S. § 8003 and 32 M.R.S. § 2105-A.
14. 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 Attorney General’s Office. Ms. Cronin 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 Ms. Cronin’s request; (b) grant Ms. Cronin’s request; and/or (c) grant Ms. Cronin’s request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Ms. Cronin’s request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
15. The Board and Ms. Cronin agree that no further agency or legal action will be initiated against her by the Board based upon the specific violations admitted to herein, except or unless she fails to comply with the terms and conditions of this Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Ms. Cronin. The Board may also consider the fact that discipline was imposed by this Agreement in determining appropriate discipline in any further complaints against Ms. Cronin.
16. The Board and the Attorney General’s Office may communicate and cooperate regarding Ms. Cronin’s practice or any other matter relating to this Agreement.
17. 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.

18. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (“NPDB”).
19. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
20. For the purposes of this Agreement, the term “execution” means that date on which the final signature is affixed to this Agreement.
21. Ms. Cronin acknowledges by her signature hereto that she has read this Agreement, that she has had an opportunity to consult with an attorney before executing this Agreement, that she has executed this Agreement of her own free will, and that she agrees to abide by all the terms and conditions set forth in this Agreement.

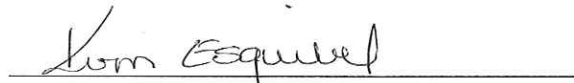
DATED: 7/1/19



LICENSEE COLLEEN L. CRONIN, LPN

FOR THE MAINE STATE BOARD OF NURSING

DATED: 7/9/2019



KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 7/11/19



KATIE W. JOHNSON
Assistant Attorney General