



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

JOHN ELIAS BALDACCI  
 GOVERNOR

MYRA A. BROADWAY, J.D., M.S., R.N.  
 EXECUTIVE DIRECTOR

<b>IN RE: JOANNE FITZPATRICK, R.N.</b>	)	<b>CONSENT AGREEMENT</b>
of Gray, Maine	)	<b>FOR LICENSE PROBATION</b>
License #R052466	)	<b>WITH CONDITIONS</b>
License #P012251	)	

**INTRODUCTION**

This document is a Consent Agreement regarding Joanne Fitzpatrick's license to practice registered professional nursing in the State of Maine. The parties enter into this Consent Agreement ("Agreement") pursuant to 32 M.R.S.A. § 2105-A (1-A) (B) and 10 M.R.S.A. § 8003(5) (B). The parties to this Agreement are Joanne Fitzpatrick ("Licensee" or "Ms. Fitzpatrick"), Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine. An informal conference was held on August 12, 2008. The parties reached this Consent Agreement on the basis of a Notice of Complaint or Provider Report from the Board dated January 11, 2008 with supporting documentation from Sedgewood Commons ("Sedgewood") located in Falmouth, dated July 10, 2007; supplemental information received from Sedgewood dated November 8, 2007; and Ms. Fitzpatrick's response received February 19, 2008.

**FACTS**

1. Joanne Fitzpatrick has been a registered professional nurse licensed to practice in Maine since June 2006. She previously held a licensed practical nurse license [July 2004], but its status has been Inactive since January 2008.
2. Joanne Fitzpatrick's employment as a registered professional nurse at Sedgewood was terminated July 10, 2007 for documentation and practice issues that Sedgewood determined to be unsafe nursing practices. The practice issues included: 1) storing medications that were refused by a resident in a refrigerator which was accessible by staff and residents, instead of wasting them; 2) difficulty staying on task; 3) counting narcotics later in the next nursing shift, which interfered with the start of the oncoming shift; and 4) improper documentation of narcotics.
3. Joanne Fitzpatrick attributes the difficulties in her nursing practice to medical conditions for which she is being treated.
4. Joanne Fitzpatrick wishes to resolve this matter by accepting this Agreement, thereby waiving her rights to an adjudicatory hearing.



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<http://www.maine.gov/boardofnursing/>

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**AGREEMENT WITH CONDITIONS OF PROBATION**

5. Joanne Fitzpatrick agrees and understands that based upon the above-stated facts, this document imposes discipline regarding her license to practice registered professional nursing and the grounds for discipline are under 32 M.R.S.A. § 2105-A (2) (H), (2) (H) and Chapter, 4(1) (A) (6), 4(1) (A) (8) and Chapter 4(3) (F) of the Rules and Regulations of the Maine State Board of Nursing.
6. Joanne Fitzpatrick's license as a registered professional nurse in the State of Maine is placed on probationary status with conditions. The period of probation will commence upon her return to nursing practice, either through employment and/or pursuant to a clinical nursing educational program. The period of probation will be for two years, effective only while she is employed in nursing practice and/or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Fitzpatrick performs nursing services. Ms. Fitzpatrick's probationary license will be subject to the following conditions:
  - a. Joanne Fitzpatrick shall fully comply with the conditions of the probation in this Agreement and cooperate with the representatives of the Board in its monitoring and investigation of the Licensee's compliance with probation. She shall inform the Board in writing within 15 days of any address change.
  - b. Joanne Fitzpatrick will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers; such reports shall continue until her probation is terminated. If Ms. Fitzpatrick's treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - c. Joanne Fitzpatrick will notify the Board in writing within five working days after she obtains any nursing employment and/or an educational program in the field of nursing. Notice under this section shall include the place and position of employment or the nursing educational program. If during the period of probation, Ms. Fitzpatrick's employment as a nurse or her educational program in the field of nursing terminates, she shall notify the Board in writing within five working days after she is terminated or separated, regardless of cause, from any nursing employment or nursing educational program with a full explanation of the circumstances surrounding the termination or separation.
  - d. Joanne Fitzpatrick will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Consent Agreement and shall provide them with a copy of it.
  - e. Joanne Fitzpatrick will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer and/or clinical faculty regarding her general nursing practice; these reports should include clinical competency and her

ability to follow policies/procedures relative to standards of practice and clinical documentation.

f. Joanne Fitzpatrick agrees and understands that the Board and the Office of Attorney General shall have access to any and all medical records and all other-wise confidential or medically privileged information pertaining to her medical treatment which the Board deems necessary to evaluate her compliance with the Agreement and her continued physical health. Ms. Fitzpatrick shall provide such information, shall authorize the release of such records and information, and shall authorize any such discussions and communications with any and all persons involved in her care, counseling and employment as may be requested by the Board for the purpose of evaluating her compliance with this Agreement and her physical health.

g. Joanne Fitzpatrick agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the two-year probationary period until and unless the Board, at Ms. Fitzpatrick's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Fitzpatrick has complied with the provisions of this Agreement.

h. Joanne Fitzpatrick's employment is restricted during the period of probation to structured settings with on-site supervision by another registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, school nursing, work as a traveling nurse or within the correctional system.

7. If Ms. Fitzpatrick violates the conditions of her probation, the Board will give written notice to the Licensee regarding her failure to comply. Notice will be sent by certified mail, return receipt requested, to the Licensee's last known address that is on file with the Board. The Licensee has 30 days from receipt of this notification to respond to the Board, in writing, regarding the alleged violation. The Board will review the Licensee's timely response to determine what action, if any, the Board determines to take. If the Licensee fails to timely respond to the Board's notification regarding her failure to comply, her license will be immediately suspended pending a hearing at the next regularly scheduled Board meeting. If after notice and a hearing, the Board finds the Licensee has failed to meet the conditions of probation, the Board may take any disciplinary action which it deems appropriate and impose any of the sanctions including, but not limited to, that found in Title 10 M.R.S.A. § 8003 and Title 32 M.R.S.A. § 2105-A.
8. 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 Rules and Regulations of the Maine State Board of Nursing. The State of Maine is Ms. Fitzpatrick's "home state" of licensure and primary state of residence, which means she has

declared the State of Maine as her fixed permanent and principle home for legal purposes; her domicile. Other party states that are in the Compact are referred to as "remote states," which means party states other than the home state that have adopted the Compact. Ms. Fitzpatrick understands that this document is an Agreement subject to the Compact. Ms. Fitzpatrick agrees that during the pendency of this Agreement, her nursing practice may be limited to the State of Maine as it pertains to the Compact. If Ms. Fitzpatrick wishes to practice in any other party state within the Compact, she shall arrange to have the party state in which she intends to practice provide the Board with written authorization that she has been approved to practice in that state.

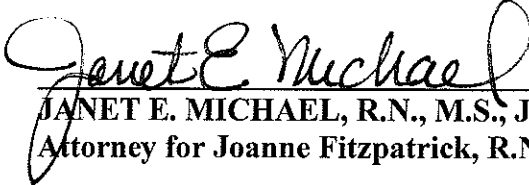
9. This Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S.A. § 408.
10. Joanne Fitzpatrick understands that she does not have to execute this Consent Agreement and has the right to consult with an attorney before entering into the Consent Agreement.
11. Joanne Fitzpatrick affirms that she executes this Consent Agreement of her own free will.
12. Modification of this Consent Agreement must in writing and signed by all the parties.
13. This Consent Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
14. This Consent Agreement becomes effective upon the date of the last necessary signature below.

**I, JOANNE FITZPATRICK, R.N., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY REGISTERED PROFESSIONAL NURSE LICENSE. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY AND AGREE TO BE BOUND BY THIS AGREEMENT. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.**

DATED: 4/1/2009


  
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JOANNE FITZPATRICK, R.N.

DATED: 4/1/2009

  
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JANET E. MICHAEL, R.N., M.S., J.D.  
Attorney for Joanne Fitzpatrick, R.N.

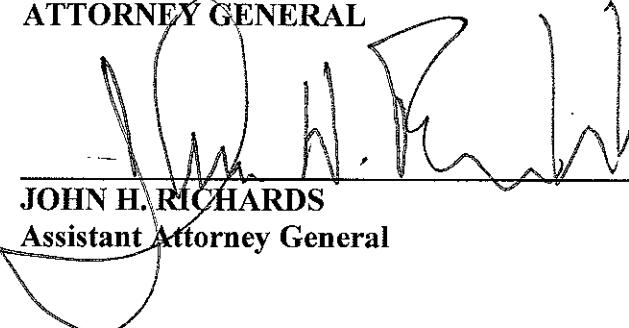
FOR THE MAINE STATE  
BOARD OF NURSING

DATED: 4/3/09

  
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MYRA A. BROADWAY, J.D., M.S., R.N.  
Executive Director

FOR THE DEPARTMENT OF  
ATTORNEY GENERAL

DATED: 4/30/09 (sic) <sup>MB</sup>  
4/3/09

  
\_\_\_\_\_  
JOHN H. RICHARDS  
Assistant Attorney General