



Paul R. LePage
GOVERNOR

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

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

IN RE: DORIS SOLMITZ)
of Readfield, ME)
License No. CNP81382)

CONSENT AGREEMENT
FOR
VOLUNTARY SURRENDER

Complaints 2013-54, 2013-55, 2013-56, 2013-57,
2013-58, 2013-59, 2013-60, 2013-97 and 2013-107

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 Doris Solmitz's license as an Advanced Practice Registered Nurse – Certified Nurse Practitioner ("CNP") in the State of Maine. The parties to this Agreement are Doris Solmitz ("Licensee"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine. This Agreement *does not apply* to Doris Solmitz's license as a registered professional nurse (RN19850). The Board met with the Licensee in an informal conference on December 4, 2013. The parties enter into this Agreement pursuant to 32 M.R.S. §2105-A (1-A)(C), 10 M.R.S. §§8003 (5)(B) and 8003(5)(D) in order to resolve the pending complaints.

FACTS

1. Licensee is licensed by the Board as an Advanced Practice Registered Nurse – Certified Nurse Practitioner ("APRN-CNP"). By virtue of this licensing, the Licensee is authorized to deliver expanded professional health care. The designation as a CNP authorizes the Licensee to prescribe and dispense scheduled drugs.
2. During all times relevant to these complaints, the Licensee maintained a private practice as a nurse practitioner in Augusta, Maine. Licensee primarily treated chronic pain patients and had little previous experience with that patient population.
3. During the period of February 26, 2013 to August 1, 2013, the Board received numerous complaints from several pharmacies related to the narcotic prescribing practices of the Licensee. The number of complaints intensified in June, 2013.
4. The Board issued a Notice of Complaint to the Licensee for each of these complaints.
5. On June 26, 2013, the Board issued a subpoena for pertinent medical and billing records related to Licensee's practice.
6. On July 8, 2013, the Board received Licensee's written response that indicated that she intended to continue her practice and continue to prescribe scheduled drugs, despite the number of complaints of which she was made aware.
7. During the period between July 9, 2013 and July 12, 2013, the Licensee delivered her medical records to the Board office.



PRINTED ON RECYCLED PAPER

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

8. An independent expert consultation was conducted by Nancy J. Cooley, APRN-CNP, who extensively reviewed the medical records provided by the Licensee.
9. Ms. Cooley provided the Board with her written opinion related to the standard of care that was provided by the Licensee based upon her review of the medical records provided by the Licensee. The report was dated August 29, 2013.
10. Ms. Cooley found several deficiencies in the care that was being provided by the Licensee as a CNP and opined that the Licensee was not following the standards of practice required for the treatment of her patients. Specific deficiencies noted by Ms. Cooley were:
 - a. Incomplete patient assessments
 - b. Incomplete documentation of treatment
 - c. Prescription doses higher than recommended for some patients
 - d. Incomplete pain assessments
 - e. Missing pain contracts
 - f. Unsigned pain contracts
 - g. No evidence of drug screening patients
 - h. Failure to utilize Prescription Monitoring Program ("PMP") for safe management of scheduled drug prescriptions
 - i. Absence of pill counts
 - j. Early filling of narcotic prescriptions
11. On September 5, 2013, the Board suspended the CNP license of the Licensee without hearing pursuant to 5 M.R.S. §10004(3), finding that immediate jeopardy existed and that acting in accordance with subchapter IV or VI of Title 5 of the Maine Revised Statutes would fail to adequately respond to a known risk to the public safety.
12. On September 18, 2013, the Licensee agreed to an Interim Consent Agreement which continued the suspension of her license while the parties attempted to craft a voluntary solution to the issues presented in the complaints.
13. On December 4, 2013, the Board held an informal conference with the Licensee regarding the multiple complaints.
14. During the informal conference, the Board considered the explanation of the Licensee as to her substandard level of patient care. The Licensee admitted that she had undertaken a practice area for which she had been poorly prepared and had been taken advantage of by many patients whose primary purpose was to abuse prescription narcotics. The Licensee indicated that she had "gotten in over my head" and that she did not enter the practice as well prepared as she should have. The Licensee presented as genuinely remorseful.
15. During the informal conference, the Board discussed with the Licensee the option of license surrender of her CNP license and the series of steps that would be required to reinstate her license as a CNP. The parties discussed a tiered approach allowing the Licensee to obtain and demonstrate levels of competency as a CNP through a combination of coursework and probationary levels prior to full reinstatement. The Board voted to offer the Licensee a Consent Agreement for a Voluntary Surrender.
16. 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 February 11, 2014, the Board will take further action. In the absence of an agreement, the Board could impose, subsequent to adjudicatory proceedings, findings beyond those contained above and also impose greater adverse action including fines for each violation, costs of a hearing, and involuntary revocation of Licensee's license.

AGREEMENT

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

32 M.R.S. §2105-A (2)(E). Incompetence. The Licensee is considered incompetent in the practice for which she is licensed since the licensee has:

- (2) Engaged in conduct that evidences a lack of knowledge or inability to apply principles or skills to carry out the practice for which the Licensee is licensed.

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

Board Rules Chapter 8, Section 1 (3)(A)(1 – 6). The Licensee engaged in unprofessional conduct relating to the assessment, diagnosis, treatment, and documentation with respect to patients.

Board Rules Chapter 8, Section 6 (5)(B)(4). The Licensee prescribed drugs in an unsafe manner or without adequate instructions to clients according to acceptable and prevailing standards of practice.

18. As discipline for the conduct cited in Paragraph No. 17 above, Licensee agrees to **SURRENDER** her Maine CNP license (CNP81382), effective on the date of the final execution of this Agreement. Licensee understands and agrees that as a result of surrendering her CNP license, she no longer has a Nurse Practitioner ("NP") nursing license and cannot practice expanded professional health care services beyond the scope of her RN license.

19. Licensee understands and agrees that if the Board reinstates her license, it will be for a probationary period and will be limited to a dependent practice.

Licensee understands and agrees that her APRN license is subject to the terms of this Agreement indefinitely, until and unless the Board, at Licensee's written request, votes to reinstate said license. Licensee further understands and agrees that before her license as a NP is reinstated, she shall provide the Board with:

- a. evidence of successful completion of a graduate level educational program addressing patient assessments, to include physical component;
- b. evidence of successful completion of a graduate level educational program addressing management of chronic and non-chronic pain; and
- c. evidence of successful completion of a graduate level educational program addressing graduate level course for medical documentation.

Any such preliminary reinstatement may be limited in that Licensee will not have the authority to provide scheduled drugs until providing the additional evidence as set forth in the paragraph below.

Licensee further agrees that before her license as an APRN-CNP is reinstated without such limitations (prescribing scheduled drugs and independent practice), she shall provide the Board with:

- a. evidence of successful completion of an educational program addressing patient management and drug-seeking behavior;
- b. demonstrated competence with regard to patient management and drug-seeking behavior;
- c. demonstrated competence with regard to management of chronic pain; and
- d. evidence of her enrollment in PMP

All educational programs required under this paragraph shall be pre-approved by the Executive Director of the Board.

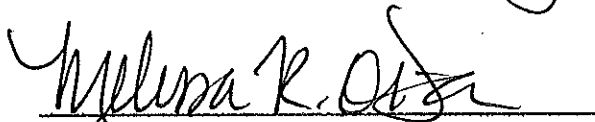
20. This Agreement is not appealable. This Agreement cannot be modified orally. It can only be modified by writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Any decision by the Board as a result of Licensee's request to modify this Agreement need not be made pursuant to a hearing.
21. 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.
22. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
23. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
24. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
25. Licensee 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.
26. The Licensee's registered professional nurse licensure (RN19850) is not surrendered and is not the subject matter of this Agreement.

DATED: 2/5/14



LICENSEE DORIS SOLMITZ

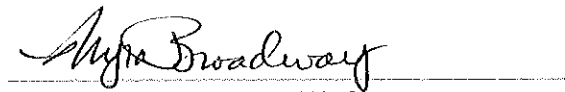
DATED: 2/7/2014



MELISSA O'DEA, ESQ.
Attorney for Doris Solmitz

DATED: 2/27/14

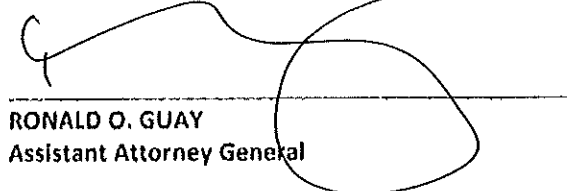
FOR THE MAINE STATE BOARD OF NURSING



MYRA A. BROADWAY, JD, MS, RN
Executive Director

DATED: 2/28/14

FOR THE OFFICE OF THE ATTORNEY GENERAL



RONALD O. GUAY
Assistant Attorney General

Effective Date: 2/28/14