



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: PAUL H. ROSS, LPN
of Estero, FL
License LPN12764

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CONSENT AGREEMENT
FOR
WARNING & PROBATION

Complaint 2012-91

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 Paul Ross's license as a licensed practical nurse ("LPN") in the State of Maine. The parties to this Agreement are Paul Ross ("Licensee" or "Mr. Ross"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine. The Board met with the Licensee in an informal conference via conference call on August 28, 2013. The parties enter into this Agreement pursuant to 32 M.R.S. §2105-A (1-A) (B), 10 M.R.S. §§8003 (5) (A-1) (4) and 8003 (5) (B) in order to resolve Complaint 2012-91.

FACTS

1. Licensee was first licensed to practice as an LPN in Maine on May 4, 2009 and at all times relevant to this matter was employed by Spring Harbor Hospital ("Spring Harbor") located in Westbrook, Maine.
2. On or about March 23, 2012, the Licensee stopped at the apartment building of Patient Doe without notice. The Licensee had been involved in the care of Patient Doe at Spring Harbor. Patient Doe discussed the Licensee's visit with her therapist, a Licensed Clinical Social Worker, who reported the visit to Spring Harbor. Patient Doe told Karole Johnson, Program Director of Adult Services at Spring Harbor, that the visit from the Licensee made her uncomfortable. The Licensee admitted that he stopped to see Patient Doe on or about March 23, 2012 and that it was a mistake to do so.
3. On March 27, 2012, as a result of its initial investigation findings, Spring Harbor suspended the Licensee for "inappropriate boundaries."
4. Licensee shortly thereafter resigned from his employment at Spring Harbor.
5. On April 25, 2012, the Board received notification from Spring Harbor of the Licensee's suspension. As a result of receiving this information, the Board initiated a complaint against Licensee's Maine nursing license. Board staff docketed the Complaint as 2012-91.
6. On May 22, 2012, the Board issued a Notice of Complaint to Licensee relating to Complaint 2012-91.
7. On May 29, 2012, the Board received the Licensee's written response to the Notice of Complaint.



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

PHONE: (207) 287-1133

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8. On August 28, 2013, the Board held an informal conference via conference call with Licensee regarding Complaint 2012-91. Following the informal conference, the Board voted to offer Licensee a Consent Agreement.
9. This Agreement is being offered in order to resolve Complaint 2012-91 without further proceedings. Absent Licensee'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 March 3, 2014, the Board will take further action. In the absence of an agreement regarding Complaint 2012-91 the Board could impose, subsequent to adjudicatory proceedings, greater adverse action on this matter including fines, suspension or revocation of Licensee's license.

AGREEMENT

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

32 M.R.S. §2105-A (2)(F) and Board Rules Chapter 4 §1.A.(6) for engaging in conduct that violates any standard of professional behavior which has been established in the practice for which the licensee is licensed; and

Board Rule Chapter 4 §3(U) for engaging in behavior that exceeds professional boundaries.

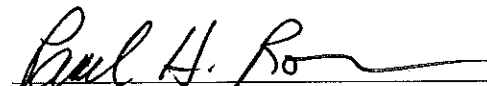
11. As discipline for the violations admitted to in paragraph 10 above, Licensee agrees that he will receive a WARNING related to the above-stated conduct and further agrees that unless this Agreement is modified in writing by all of the parties hereto, his license to practice as a licensed practical nurse shall be probationary for the next three (3) years following the execution of this Agreement and his license will be subject to the following conditions:

- 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. In complying with this condition, Licensee shall, within ten (10) days following the execution of this Agreement, provide the Board with the name of the individual who will be his supervisor for the purposes of this Agreement. The nurse supervisor must be able to, at any time, observe his nursing performance. The nurse supervisor shall inform the Board if Licensee demonstrates any issues regarding inappropriate boundaries, unprofessionalism or any other concerns. The supervising nurse shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor shall provide the Board with a written report regarding Licensee's nursing performance every three (3) months following the execution of this Agreement. It is Licensee's responsibility to ensure that these reports are provided to the Board in a timely manner.
- B) Notification to Nursing Employers/Potential Employers/Licensing Jurisdictions. Licensee shall provide a copy of this Agreement to any nursing employers or potential nursing employers, and to any jurisdiction in which he holds or seeks a nursing license.
- C) Contact Address/Change of Contact Address – Notification Requirement. Licensee shall provide the Board with a current address at which he may be contacted by the Board. Licensee shall inform the Board in writing within 15 days of any change of his contact information.
- D) Employment Change – Notification Requirement. Licensee will notify the Board in writing within five (5) business days of any change in his 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.

- E) Required Course. Licensee will enroll in and successfully complete, **within six months of final execution of this Agreement**, a course related to professional conduct and boundaries between nurses and their patients. Licensee shall obtain prior approval from the Board for any course intended to satisfy the requirements of this paragraph.
12. Licensee waives his right to an adjudicatory hearing before the Board or any court regarding all facts, terms and conditions of this Agreement. Licensee agrees that this Agreement is a final order resolving Complaint 2012-91.
 13. The Board and the Attorney General may communicate and cooperate regarding Licensee's practice or any other matter relating to this Agreement.
 14. Unless otherwise specified by the terms and conditions of this Agreement, if Licensee is alleged to have violated any conditions of his probation, the Board will give written notice to him regarding his 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 the 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, his license may be immediately suspended pending a hearing at the next regularly 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.
 15. 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 only be modified by writing and only if signed by all of the parties to the Agreement and approved by the Office of 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.
 16. 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.
 17. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
 18. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
 19. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
 20. Licensee acknowledges by his signature hereto that he has read this Agreement, that he has had an opportunity to consult with an attorney before executing this Agreement, that he has executed this Agreement of his own free will and that he agrees to abide by all the terms and conditions set forth in this Agreement.

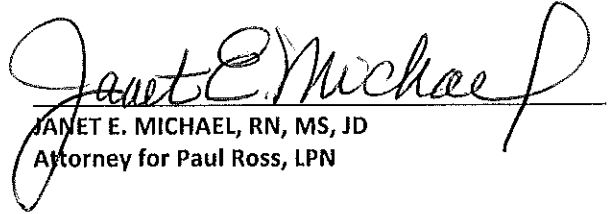
DATED

2/25/14



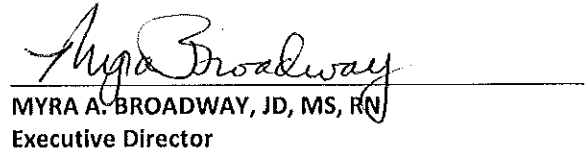
LICENSEE PAUL H. ROSS, LPN

DATED: 2/22/14


JANET E. MICHAEL, RN, MS, JD
Attorney for Paul Ross, LPN

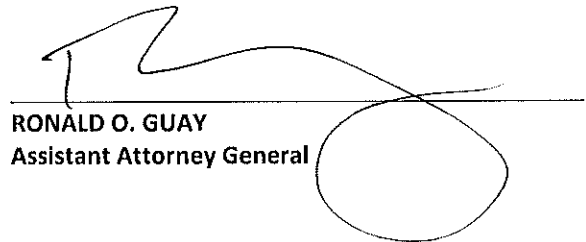
FOR THE MAINE STATE BOARD OF NURSING

DATED: 2/25/14


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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 2/28/14


RONALD O. GUAY
Assistant Attorney General

Effective Date: 2/28/14