



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: **JOHNNA L. SHENNETT, RN**
of South Berwick, ME
License No. RN57386

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**CONSENT AGREEMENT
FOR
PROBATION**

Complaint 2011-420

INTRODUCTION

This document is a Consent Agreement ("Agreement") regarding Johnna L. Shennett's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Johnna L. Shennett ("Licensee" or "Ms. Shennett"), the Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine. In lieu of meeting with Ms. Shennett in an informal conference on April 3, 2013, the parties enter into this Agreement pursuant to 32 M.R.S. §2105-A (1-A)(B) and 10 M.R.S. §8003 (5)(B) in order to resolve the above-referenced Complaint.

FACTS

1. Johnna L. Shennett was first licensed to practice as an RN in Maine on February 12, 2010 by endorsement. She has practiced as an RN in New Hampshire pursuant to her multi-state licensure privilege of the Nurse Licensure Compact.
2. On September 15, 2011, the Board received a complaint from a former patient of Portsmouth Regional Hospital concerning an incident which occurred on May 22, 2011 while under the nursing care of Ms. Shennett. On the basis of this information, the Board initiated Complaint 2011-420 and sent it to Ms. Shennett for response.
3. Johnna L. Shennett admits she has a substance abuse problem arising from physician prescriptions. She was admitted for treatment of substance abuse at McLean Hospital, located in Belmont, MA, on April 18, 2012. Following successful completion of this program, she participated in McLean's residential program at Naukeag Treatment Center.
4. Johnna L. Shennett entered into a five-year monitoring contract with the Maine Medical Professionals Healthcare Program [MPHP] on May 31, 2012 and has been compliant with treatment requirements and monitoring conditions. She saw a therapist on a weekly basis, and with the approval of MPHP, now does so monthly; an addictionologist on a monthly basis; and attends AA and/or Caduceus meetings five times a week. Although not currently working as a nurse, she is able to return based on her participation, compliance, and recovery under the MPHP contract. Upon nursing employment, her monthly toxicology screen testing will be increased.
5. Johnna L. Shennett wishes to resolve this matter by accepting this Agreement and thereby waives her rights to an adjudicatory hearing.

AGREEMENT

6. Johnna L. Shennett acknowledges that the Board has evidence from which it could conclude there is a violation of Title 32 M.R.S. §§2105-A (2) (B) and (2) (F) and Chapter 4 §§1.A.2. and 1.A.6. of the Rules and Regulations of the Maine State Board of Nursing ("Board Rules"). Ms. Shennett acknowledges that her conduct in the above-stated facts constitutes grounds for discipline. Ms. Shennett's RN license is hereby placed on **PROBATION** as defined by 32 M.R.S. §2102(2). Specifically, the violations are:



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- a. Pursuant to 32 M.R.S. §2105-A (2) (B) for habitual substance abuse that has resulted or is foreseeably likely to result in the licensee performing services in a manner that endangers the health or safety of patients. See also: Board Rule Chapter 4, §1.A.2.
 - b. Pursuant to 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 the licensee is licensed. See also: Board Rule Chapter 4, §1.A.6.
7. Johnna L. Shennett's license as an RN will be placed on probationary status for a period of five years, commensurate with her MPHP contract. The period of probation will commence upon Ms. Shennett's return to nursing and will be in effect only while she is employed in nursing and/or enrolled in a clinical nursing program. Her probationary license will be subject to the following conditions:
 - a. Ms. Shennett shall fully comply with the conditions of the probation in this Agreement and inform the Board in writing within 15 days of any address change.
 - b. Ms. Shennett will notify any and all of her nursing employers and/or clinical faculty of the terms of this Agreement and provide them with a copy of it.
 - c. Ms. Shennett will notify the Board in writing within five (5) business days after she obtains any nursing employment and/or enrolls in a nursing education program. Notice under this section shall include the place and position of employment and/or the nursing educational program.
 - d. Ms. Shennett will completely abstain from the use of alcohol or drugs with the exception of substances used in accordance with a valid prescription from her health care treatment providers who are aware of her history.
 - e. Ms. Shennett will continue in her MPHP contract and treatment program to such an extent and as long as her treatment providers recommend. She will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers and such reports shall continue until her probation is terminated. If Ms. Shennett's treatment is terminated during her probation, she shall notify the Board and provide written documentation from her treatment providers.
 - f. Ms. Shennett's nursing employment is restricted during the period of probation to structured settings with on-site supervision by another RN. 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.
 - g. Ms. Shennett will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer(s) regarding her general nursing practice. If during the period of probation, Ms. Shennett's employment as a nurse or her educational program terminates, she shall notify the Board in writing within five (5) business days after she is terminated or separated, regardless of cause, with a full explanation of the circumstances.
8. Johnna L. Shennett agrees and understands that the Board and the Office of the Attorney General shall have access to any and all medical records and all otherwise confidential or medically privileged information pertaining to her evaluation and recommended treatment for substance abuse which the Board deems necessary to evaluate her compliance with this Agreement. Ms. Shennett shall provide such information, authorize the release of such records and information, and authorize any such discussions and communications with any and all persons involved in her evaluation, counseling and employment as may be requested by the Board.

9. Johnna L. Shennett understands and agrees that if any member of the Board, the Board's Executive Director or the Attorney General's Office receives reasonably reliable information suggesting that she has not remained substance-free in accordance with this Agreement, her license will be immediately and automatically suspended pending further review by the Board. In the event any member of the Board, the Board's Executive Director or the Attorney General's Office receives such information, it will be immediately forwarded to the licensee for response. She understands and agrees that in such an event, her license shall remain suspended pending a hearing, which will be held within 60 days of the automatic suspension unless both the licensee and the Board agree to hold the hearing at a later date, or the Executive Director and/or Attorney General's Office earlier determine that such information is without merit. If the information received is proven to be inaccurate or incorrect, either through hearing or determination by the Executive Director and/or Attorney General's Office, Ms. Shennett's license will be immediately reinstated retroactive to the date of the suspension.
10. If Johnna L. Shennett violates any conditions of her probation, the Board will send written notice at the last known address on file with the Board regarding her failure to comply. The licensee has 30 days from receipt of this notification to submit written response to the Board regarding the alleged violation. The Board will review the licensee's timely 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 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 which it deems appropriate and impose any of the sanctions including, but not limited to, that found in Title 10 M.R.S. §8003 and Title 32 M.R.S. §2015-A.
11. Johnna L. Shennett 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 her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Shennett has complied with the provisions of this Agreement.
12. 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 Ms. Shennett'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; 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. Ms. Shennett 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. Shennett'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.
13. 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.
14. This Agreement constitutes a final adverse licensing action that is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB) pursuant to Section 1128E of the Social Security Act and 45 C.F.R. Part 61.
15. Johnna L. Shennett understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
16. Johnna L. Shennett affirms that she executes this Agreement of her own free will.
17. Modification of this Agreement must be in writing and signed by all parties.

18. This Agreement is not subject to review or appeal by the licensee.
19. This Agreement becomes effective upon the date of the last necessary signature below.


I, JOHNNA L. SHENNETT, RN, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY NURSING 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: 4/21/13



JOHNNA L. SHENNETT, RN


DATED: 4/26/2013



KENNETH LEHMAN, ESQUIRE
Attorney for JOHNNA L. SHENNETT, RN

FOR THE MAINE STATE BOARD OF NURSING

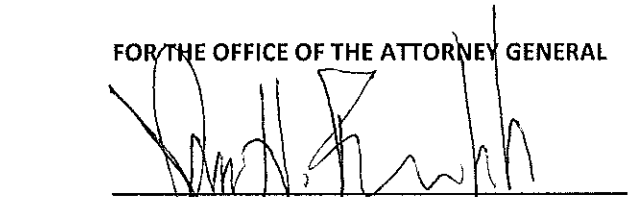
DATED: 4/30/13



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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 5/1/13



JOHN H. RICHARDS, Assistant Attorney General