



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

IN RE: BEVERLY J. FORWARD) **CONSENT AGREEMENT**
 (a/k/a SIENKEWICZ)) **FOR PROBATION**
 of Brunswick, Maine) **WITH CONDITIONS**
 License #R056825

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Beverly J. Forward’s (“Ms. Forward” or “Applicant”/“Licensee”) license to practice registered professional nursing in the State of Maine. On June 4, 2009, the Maine State Board of Nursing (“ME Board”) met with Ms. Forward and considered her Application for Licensure as a Registered Professional Nurse by Endorsement. The parties enter into this Agreement pursuant to 10 M.R.S.A. § 8003(5), (A-1) (4) and 10 M.R.S.A. § 8003(5) (B). The parties to this Agreement are Ms. Forward, the ME Board and the Office of the Attorney General, State of Maine.

FACTS

1. Beverly J. Forward filed an Application for Licensure as a Registered Professional Nurse by Endorsement with the Maine State Board of Nursing on November 24, 2008. She was previously licensed as a registered professional nurse in the State of Massachusetts, License #123980 (expired 2008).
2. Beverly J. Forward disclosed on her application the following information:
 - a. She graduated from Lowell State College [Lowell, MA] with a Baccalaureate Degree in Nursing in 1974.
 - b. She was disciplined by the Commonwealth of Massachusetts, Board of Registration in Nursing (“MA Board”) and entered an Agreement with the MA Board to contingently surrender her license for professional misconduct, including substance abuse and diversion of controlled substances, and which is more specifically described in a Substance Abuse Rehabilitation Program (“SARP”) Contingent Surrender Agreement (“MA Agreement”) dated December 5, 2003. On October 17, 2005, Ms. Forward was terminated from the MA Board’s SARP because she violated her treatment contract and subsequently withdrew from the program. Ms. Forward surrendered her license in Massachusetts in October 2005 as a result of failing to comply with the MA Agreement. [Exhibit A]
3. The ME Board considered the following additional information:
 - a. On May 12, 2008, Ms. Forward entered into a substance abuse rehabilitation program at Bridge to Recovery Medical Detoxification Center in Quincy, MA. She completed the program on May 18, 2008, with a recommended care plan. [Exhibit B]
 - b. On May 31, 2008, Ms. Forward changed her primary residence to the State of Maine.
 - c. On June 4, 2008, Ms. Forward completed an assessment at Mid Coast Hospital (“Mid Coast”) located in Brunswick, ME, to participate in a substance abuse program at its



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

PHONE: (207) 287-1133

FAX: (207) 287-1149

Addiction Resource Center. She completed the program on July 3, 2008 and continues in after care, which includes random drug testing, AA meetings three to four times a week, weekly counseling, and ~~weekly~~ group meetings for medication assisted treatment. [Exhibit C]

Monthly
07/23/09 BT

4. On June 4, 2009, the Board voted to approve Ms. Forward's application as a registered professional nurse in the State of Maine and to offer her this Agreement to place her license on probation.

AGREEMENT WITH CONDITIONS OF PROBATION

5. Beverly J. Forward understands and agrees that this document imposes discipline regarding her license to practice registered professional nursing in the State of Maine.
6. Beverly J. Forward'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 Ms. Forward's return to nursing practice, either through employment and/or pursuant to a clinical nursing educational program, and will be for an indefinite period of not less than ten 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. Forward performs nursing services. Her probationary license will be subject to the following conditions:
 - a. Beverly J. Forward shall fully comply with the conditions of the probation in this Agreement and the MA Agreement and cooperate with the representatives of the Board in its monitoring and investigation of her compliance with probation. Ms. Forward shall inform the Board in writing within 15 days of any address change.
 - b. Beverly J. Forward will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a health care provider(s) who is aware of her substance abuse history.
 - c. Beverly J. Forward will continue in her aftercare treatment program to such an extent and for as long as her treatment provider(s) recommend.
 - d. Beverly J. Forward will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s) until her probation is terminated. If Ms. Forward's treatment is terminated during her probation, she shall notify the Board and provide written documentation.
 - e. Beverly J. Forward will notify the Board in writing within five business 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. Forward's employment as a nurse or her educational program in the field of nursing terminates, she shall notify the Board in writing within five business days after she is terminated or separated,

regardless of cause, with a full explanation of the circumstances surrounding the termination or separation.

f. Beverly J. Forward will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Agreement and provide them with a copy of it.

g. Beverly J. Forward 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.

h. Beverly J. Forward agrees and understands that the Board and 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 treatment for substance abuse which the Board deems necessary to evaluate her compliance with the Agreement and her continued recovery. Ms. Forward 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 care, counseling and employment as may be requested by the Board.

7. Beverly J. Forward agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the ten-year probation period 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. Forward has complied with the provisions of this Agreement.
8. If Ms. Forward 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 last known address of the Licensee 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 that 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.
9. 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. Forward'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 in the Compact are referred to as "remote states," which means party states other than the home state that have adopted the Compact. Ms. Forward understands this document is an

Agreement subject to the Compact. She 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. Forward 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.

10. 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.
11. Beverly J. Forward understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Consent Agreement.
12. Beverly J. Forward affirms that she executes this Agreement of her own free will.
13. Modification of this Agreement must in writing and signed by all parties.
14. This Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
15. This Agreement becomes effective upon the date of the last necessary signature below.

I, BEVERLY J. FORWARD, 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.

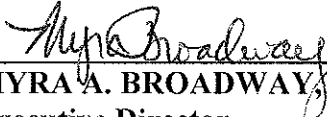
DATED: 7/23/09



BEVERLY J. FORWARD

FOR THE MAINE STATE BOARD OF NURSING

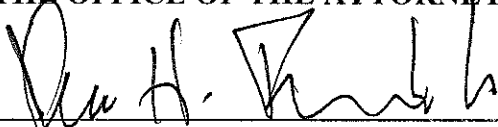
DATED: 7/27/09



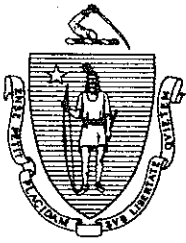
MYRA A. BROADWAY, J.D., M.S., R.N.
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 7/28/09



JOHN H. RICHARDS
Assistant Attorney General



The Commonwealth of Massachusetts

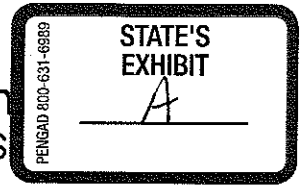
Executive Office of Health and Human Services

Department of Public Health

Division of Health Professions Licensure

239 Causeway Street, Suite 200, 2nd Floor, Boston, MA 02114

(617) 973-0800



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD
SECRETARY

JOHN AUERBACH
COMMISSIONER

Office of Public Protection

Phone: (617) 973-0865 Fax: (617) 973-0985

December 4, 2008

Ms. Myra A. Broadway
State of Maine Board of Nursing
158 State House Station
Augusta, ME 04333-0158

RE: Beverly J. Forward, RN

Dear Ms. Broadway:

Enclosed please find copies of the information you have requested.

If you have any questions or concerns, please do not hesitate to contact me at 617-973-0874.

Sincerely,

Charlena Benjamin
Administrative Assistant
Office of Public Protection
Department of Public Health

RECEIVED
DEC 18 2008
MAINE STATE
BOARD OF NURSING

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
IN NURSING

IN THE MATTER OF
BEVERLY J. FORWARD AKA SIENKEWICZ
RN License No. 123980

Docket No. RN-01-322

SARP CONTINGENT SURRENDER AGREEMENT

The Massachusetts Board of Registration in Nursing ("Board") and Beverly J. Forward aka Sienkewicz ("Licensee"), a Registered Nurse ("RN") licensed by the Board, RN License No. 123980, do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Licensee's record maintained by the Board:

1. The Licensee understands that the Board's Substance Abuse Rehabilitation Program ("SARP") is established under the authority of Massachusetts General Laws ("G.L.") Chapter 112, section 80F as a voluntary alternative to traditional disciplinary action. The Licensee further understands that her participation in the SARP is a voluntary alternative to the Board's request for the immediate surrender of her Massachusetts license to practice as a Registered Nurse ("RN license") for at least three (3) years or to the Board's proceeding through the adjudicatory process on the information contained in Paragraph 5 and Paragraph 6 of this Agreement. The Licensee understands that her entering into this SARP Contingent Surrender Agreement ("Contingent Surrender Agreement") with the Board is a condition to acceptance into the SARP.
2. The Licensee understands that this Contingent Surrender Agreement is a contingent agreement and, as such, shall only become effective if she *does not* successfully complete the SARP as is more fully outlined in Paragraph 3 below. The Licensee further understands that after she and the Board sign this Agreement, it shall be kept in her SARP file until it is either nullified by her successful completion of the SARP or it is made effective by her failure to complete the SARP successfully.
3. The Licensee acknowledges that she has agreed to complete the SARP and to comply with all of the terms and conditions contained in her SARP Treatment Contract. The Licensee hereby agrees that in the event she *does not* successfully complete her participation in the SARP, either by her withdrawal from the SARP or by her termination from the SARP by the Board for noncompliance with the terms of her SARP Treatment Contract, she will no longer be a participant in the SARP *and* the Board has authorized that this Contingent Surrender Agreement and license SURRENDER shall be made effective. The Board will document that this event has occurred on **Addendum 2**

attached hereto and incorporated by reference into this Contingent Surrender Agreement. The date upon which this Agreement and her RN license surrender shall become effective is five (5) days from the date on which a copy of this Agreement, which has been signed by the Board and dated as effective is mailed to the Licensee by certified mail ("Effective Date").

4. The Board agrees that in return for the Licensee signing this Agreement, the Board will not pursue further disciplinary action against her in connection with the information and admissions set forth in Paragraph 5, *unless* she violates the terms of this Agreement.
5. The Licensee also agrees that if this Agreement becomes effective, she shall immediately surrender to the Board her RN license as set forth in Paragraph 7, below. The Licensee states that such license surrender shall be for conduct that constitutes failure to comply with the Board's Standards of Conduct at 244 Code of Massachusetts Regulations ("CMR") 9.0303(5), (36), (38), (39), (44) and (47), and warrants Board disciplinary action under G.L. c. 112, s. 61 and Board regulations at 244 CMR 7.04, Disciplinary Actions. Specifically, the Licensee admits that she has a substance abuse problem and that while employed as a Registered Nurse at St. Elizabeth's Medical Center in Boston, MA, during or about December 2000, her documentation was incomplete, inconsistent and did not account for the whereabouts of controlled substances that she removed from the medication supply; she documented removing and administering doses of narcotics more frequently than ordered and at times that a patient denied requesting or receiving the medication; and she removed narcotics from the medication supply and did not document administering these to patients.
6. The Licensee understands and agrees that if a complaint is filed with the Board against her alleging professional misconduct occurring *before* she applies and is accepted to the SARP, the fact of the complaint and related allegation(s) of misconduct shall be included on or added to **Addendum 1**, attached hereto and incorporated by reference in this Contingent Surrender Agreement, and a copy given or sent to the Licensee. The Licensee further understands and agrees that if a complaint is filed with the Board against her alleging professional misconduct occurring *after* she applies and is accepted to the SARP, the fact of the complaint and the related allegation(s) of misconduct shall be added to **Addendum 1**, attached hereto and incorporated by reference in this Contingent Surrender Agreement, and a copy sent to the Licensee.
7. The Licensee agrees that she will return her RN license to the Board office by certified mail or by hand delivery within five (5) days of her receipt of this Agreement signed by the Board and bearing the date the Board voted to make this Agreement effective filled in on **Addendum 2**. The Licensee understands that if she does not return her nursing license to the Board within five (5) days of receiving the signed and dated Agreement, the Board will consider this in evaluating any future license reinstatement of the Licensee.

8. The Licensee understands that as of the Effective Date of this Agreement and her RN license surrender, she will no longer be authorized by law to engage in the practice of nursing in the Commonwealth. The Licensee agrees that she will not hold herself out as a Registered Nurse from the Effective Date of this Agreement and her RN license surrender until the date the Board reinstates her license in accordance with the procedure set forth in Paragraph 9, below. This includes, but is not limited to, seeking and/or accepting a paid or voluntary position as a Registered Nurse. The Licensee further understands that should she accept any paid or unpaid position as a Registered Nurse or engage in any practice of nursing after the Effective Date of this Agreement and before said reinstatement of her license, evidence of such practice shall be grounds for the Board's referral of any such unlicensed practice to appropriate law enforcement authorities for prosecution, as set forth in G.L. c. 112, ss. 65 and 80.
9. The Licensee understands that any surrender of her nursing license in accordance with this Agreement shall be for a minimum of three (3) years, commencing with the Effective Date of this Agreement. After a three (3) year period of license surrender, the Licensee may petition the Board in writing for reinstatement of her RN license. With such petition, the Licensee shall submit documentation satisfactory to the Board of her ability to practice nursing in a safe and competent manner. Such documentation shall include, but is not limited to, documentation of her full sustained recovery and remission from all substances of abuse, dependence and addiction for the three (3) year period immediately preceding any petition for reinstatement as outlined in Paragraph 10, below and evidence of completion of all continuing education required by Board regulations within the two (2) license renewal cycles immediately preceding any reinstatement petition. The Licensee also agrees that she may be required to appear in person before the Board in connection with any request for license reinstatement. If the Licensee petitions the Board for reinstatement of her license, the Board may choose to reinstate said license if it determines that reinstatement is in the best interests of the public at large.
10. The Licensee agrees that together with any petition for license reinstatement she shall provide all of the following to the satisfaction of the Board:
 - a. Have submitted directly to the Board, according to the conditions and procedures outlined in Attachment A, the results of her random supervised urine tests for substances of abuse, collected no less than ten (10) times per year during the two (2) years immediately preceding any petition for reinstatement, all of which are required to be negative.
 - b. Documentation that she has obtained a sponsor and has regularly attended Alcoholics Anonymous (AA) and/or Narcotics Anonymous (NA) meetings at least three (3) times per week during the two (2) years immediately preceding any petition for license reinstatement, such documentation to include a letter of support from her sponsor and signatures verifying this required attendance.

- c. Documentation verifying that she has regularly attended group or individual counseling or therapy, or both, conducted by a licensed mental health provider during the two (2) years immediately preceding any petition for reinstatement. Such documentation shall be completed by each licensed mental health provider seen by the Licensee, and shall be written within thirty (30) days preceding any petition for reinstatement and sent directly by the provider to the Board. Further, such documentation shall include: a summary of the Licensee's progress in therapy and her full sustained recovery from substance abuse, dependence and addiction; a statement of the frequency and length of therapy and counseling; and specific treatment recommendations for the Licensee's sustained recovery from substance abuse, dependence and addiction.
 - d. Written verification from her primary medical care provider and any other licensed health care professional(s) with whom the Licensee may have consulted, written within thirty (30) days preceding any petition for license reinstatement, that the Licensee is medically able to resume the safe and competent practice of nursing, including a list of all prescribed medications and the medical necessity for each prescription.
 - e. Assist the Board in obtaining documentation verifying that there are no pending actions or obligations, criminal or administrative, against her before any court or administrative body, and that she has satisfactorily completed *at least one (1) year prior to any petition for reinstatement* all court-ordered or administrative requirements imposed on her, and including authorization from the Licensee for the Board to obtain a Criminal Offender Record Information (CORI) Report of the Licensee conducted by the Massachusetts Criminal History Systems Board.
 - f. If employed during the one (1) year immediately prior to her petition for reinstatement, have each employer during said year submit directly to the Board on official letterhead a performance evaluation that reviews the Licensee's attendance, general reliability, and overall job performance.
11. The Licensee also agrees that any reinstatement of her nursing license by the Board after the Effective Date of this Agreement and license surrender as provided under Paragraph 9, above, may be conditioned upon her immediately entering into a consent agreement for the PROBATION of her nursing license for a period of time (Probationary Period). The Probationary Period shall be for a duration, and include requirements, that the Board shall determine at the time of any reinstatement are reasonably necessary in the best interests of the public health, safety and welfare.
12. The Board agrees that when Licensee successfully completes and is discharged from the SARP, this Agreement will be nullified and will have no further force and effect. When this occurs the Board will document this on **Addendum 2**, attached hereto and incorporated by reference into this Contingent Surrender Agreement, and the Board will

send the Licensee a copy of the Agreement bearing a signed and dated statement that it has been nullified. The nullified Agreement shall be maintained in the Licensee's SARP file, which will be sealed upon the Licensee's successful completion and discharge from the SARP.

13. The Licensee understands that if this Agreement becomes effective, the Board may forward a copy of this Agreement to interested licensing boards and/or law enforcement agencies, as well as to any other individual or entity as required or permitted by law.
14. The Licensee understands that if she *does not* successfully complete the SARP and this Agreement and license surrender become effective, the surrender of her nursing license pursuant to this Agreement shall be a final act depriving her of all privileges of registration as a nurse in the Commonwealth and shall not be subject to any reconsideration or judicial review.
15. The Licensee states that she has used legal counsel in connection with the decision to enter into this Agreement or, if she has not used legal counsel, that the decision not to use legal counsel has been one taken of her own free will.
16. The Licensee certifies that she has read, understood, and accepted each and every paragraph of this document entitled "SARP Contingent Surrender Agreement." The Licensee understands that by signing this SARP Contingent Surrender Agreement she is knowingly and voluntarily waiving her right to a formal adjudicatory hearing concerning the information set forth in Paragraphs 5 and 6 above, and to all the rights attendant thereto. These rights include the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, to appeal to the courts, and all other rights set forth in the

Massachusetts Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 *et seq.*

Signed under the pains and penalties of perjury by:

12-3-03
Date

Beverly J. Forward AKA Sienkewicz
Beverly J. Forward aka Sienkewicz
(Licensee Sign and Date)

11.04.03
Date of Board Vote to Execute Agreement

Board of Registration in Nursing by:

Theresa M. Bonanno
Theresa M. Bonanno, MSN, RN
Executive Director

Dec 5, 2003
Date the Licensee is Accepted into SARP

Attachments: Addendum 1 and Addendum 2
Attachment A - Random Urine Testing Information Sheet

ADDENDUM 1

TO BE COMPLETED IF ANY COMPLAINT(S) FILED AGAINST LICENSEE FOR
MISCONDUCT OCCURRING *BEFORE* LICENSEE'S ACCEPTANCE INTO SARP

Docket Number and Date Received: RN-01-322, 5/21/01

Allegation(s): While employed as a Registered Nurse at St. Elizabeth's Medical Center in Boston, MA, during or about December 2000, the Licensee's documentation was incomplete, inconsistent and did not account for the whereabouts of controlled substances that she removed from the medication supply; she documented removing and administering doses of narcotics more frequently than ordered and at times that a patient denied requesting or receiving the medication; and she removed narcotics from the medication supply and did not document administering these to patients. The Board also received information that the Licensee has a substance abuse problem.

(If this portion is completed after the Licensee is accepted in the SARP, a copy of this page must be sent to the Licensee by certified mail.)

Certified Mail Number: _____

TO BE COMPLETED IF ANY COMPLAINT(S) FILED AGAINST LICENSEE FOR
MISCONDUCT OCCURRING *AFTER* LICENSEE'S ACCEPTANCE INTO SARP

Docket Number and Date:

Allegation(s):

(Attach documentation as necessary.)

(If this portion is completed after Licensee's acceptance into the SARP, a copy of this page must be sent to the Licensee by certified and first class mail.)

Certified Mail Number: _____ and First Class Mail.

ADDENDUM 2

TO BE COMPLETED UPON LICENSEE'S SUCCESSFUL COMPLETION OF SARP

When signed and dated below, the Licensee, Beverly J. Forward aka Sienkewicz, has successfully completed the Substance Abuse Rehabilitation Program (SARP) of the Board of Registration in Nursing, has been discharged from the SARP and this Contingent Surrender Agreement is therefore nullified and shall have no further force and effect.

Date Agreement Nullified

Theresa M. Bonanno, MSN, RN
Executive Director

Date Copy of Nullified Agreement Sent Licensee

PLACE AGREEMENT IN SARP FILE

TO BE COMPLETED UPON THE LICENSEE'S
TERMINATION OR WITHDRAWAL FROM SARP

Reason(s) for the Licensee's termination or withdrawal from the SARP:

Licensee withdrew from further participation in the SARP in violation of her SARP treatment contract and has been terminated from SARP as of 10/17/05.
(Attach documentation as necessary.)

Docket Number(s) of Complaint(s) Relating to SARP Termination (if applicable):

RN-01-322

10/17/05
Date Board Voted to Effectuate
SARP Contingent Surrender Agreement

Lette Lindberg
Theresa M. Bonanno, MSN, RN
Executive Director Deputy Exec. Director

Date Certified Mail Sent to Licensee: 10/21/05 + 5 days = October 26, 2005
Effective Date of Agreement

Certified Mail Number: 7004 1166 0006 4314 0333 and First Class Mail

Date Agreement Received by Licensee/Initials

ATTACHMENT A

BOARD OF REGISTRATION IN NURSING

Random Urine Testing Information Sheet

- I. Random supervised urine tests are to include, but are not limited to, each of the following substances:
- | | |
|----------------------|---------------|
| Ethanol | Phencyclidine |
| Amphetamines | Methadone |
| Barbiturates | Propoxyphene |
| Benzodiazepines | Meperidine |
| Cannabinoids | |
| Cocaine (metabolite) | |
| Opiates: Codeine | |
| Morphine | |
| Hydromorphone | |
| Hydrocodone | |
| Oxycodone | |
- II. Laboratory criteria and expectations regarding specimen collection are to demonstrate compliance with the following:
- 1) Urinalysis is to be conducted by a laboratory that is licensed by, or meets the licensure requirements of, the Massachusetts Department of Public Health. The laboratory must have demonstrated expertise in chain of custody and confidentiality procedures.
 - 2) Specimen collection shall be random, that is unpredictable in scheduling, which establishes credibility of the specimen.
 - 3) Specimen collection shall be supervised, that is observed, witnessed or otherwise assured as valid by a temperature check. This process ensures that urine has not been altered, tampered with, substituted or diluted.
- III. The results of each urine test must be mailed directly from the testing agency to the Massachusetts Board of Registration in Nursing (Board). The Licensee shall be responsible for payment for any and all testing.
- IV. The Board must approve any urine drug testing service. National Confederation of Professional Services, Inc. (NCPS) is the **only** approved provider of urine drug testing services for the Board. To contact NCPS, call 1-800-948-8589.