



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

JANET T. MILLS
 GOVERNOR

KIM ESQUIBEL, PHD, M.S.N., R.N.
 EXECUTIVE DIRECTOR

IN RE: JONATHAN A. BELL, RN)
 of Bucksport, ME) **CONSENT AGREEMENT**
 License No. RN53619) **FOR WARNING & PROBATION**

Complaint 2019-16

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 Jonathan A. Bell’s license as a registered professional nurse (“RN”) in the State of Maine. The parties to this Agreement are Jonathan A. Bell (“Mr. Bell”), the Maine State Board of Nursing (“the Board”), and the Office of the Attorney General, State of Maine. The parties enter into this Agreement pursuant to 32 M.R.S. § 2105-A and 10 M.R.S. § 8003(5) in order to resolve Complaint 2019-16.

FACTS

1. At all times pertinent to this matter, Mr. Bell was licensed by the Board as an RN, license no. RN53619.
2. From February 16, 2015 until on or about October 24, 2018, Mr. Bell was employed as an Emergency Department RN at St. Joseph Hospital, which is part of St. Joseph Healthcare (“St. Joseph”), in Bangor, Maine.
3. On or about November 30, 2018, St. Joseph notified the Board that it had terminated Mr. Bell’s employment. On or about October 19, 2018, Mr. Bell restrained a patient by placing his hands around the patient’s neck. Other St. Joseph staff members asked him three times to remove his hands from the patient’s neck. Mr. Bell did not remove his hands from the patient’s neck until another nurse pushed him away. As a result of receiving this information, the Board initiated a complaint against Mr. Bell’s nursing license; Board staff docketed the Complaint as 2019-16.
4. In a written response to Complaint 2019-16, Mr. Bell admitted that he grabbed the patient by the throat while attempting to restrain the patient. However, he said the patient’s behavior had been escalating and the patient had spit on him.
5. Following review at its March 13-14, 2019 meeting, the Board voted to offer Mr. Bell a consent agreement.
6. Absent Mr. Bell’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 May 31, 2019**, the Board may take further action. In the absence of an agreement, the Board could impose, subsequent to adjudicatory proceedings, greater adverse action in this matter.

AGREEMENT

7. Jonathan A. Bell 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), for engaging in unprofessional conduct by violating a standard of professional behavior that has been established in the practice for which the licensee is licensed; specifically, American Nurses Association Code of Ethics for Nurses Provision 1.1, “Respect for Human Dignity”; and



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32 M.R.S. § 2105-A(2)(F) & (H), for engaging in unprofessional conduct as defined by the Board and violating a rule of the Board by engaging in behavior that exceeds professional boundaries (Board Rules Ch. 4, § 3(U)).

8. As discipline for the violations admitted to above, Mr. Bell agrees:

a. To accept a **WARNING**; and

b. That unless this Agreement is modified in writing by all of the parties hereto, following the execution of this Agreement **his license to practice as a registered professional nurse shall be PROBATIONARY until he completes at least one (1) year of nursing employment and/or enrollment in a nursing education program.** During the period of probation under this Agreement, Mr. Bell's license shall be subject to the following conditions:

i. **Education.** Mr. Bell must successfully complete, at his own expense, the following National Council of State Boards of Nursing courses within three (3) months of the execution of this Agreement: (1) Professional Boundaries in Nursing and (2) Ethics of Nursing Practice. In complying with this condition, Mr. Bell must provide the Board with documentation of his successful completion of the courses.

ii. **Nursing Employment Requirements.** Mr. Bell's nursing employment is restricted to structured settings with on-site supervision by a registered professional nurse. 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.

The nurse supervisor must be in direct contact with Mr. Bell (i.e., physically on-site) and be able to observe his nursing performance. The supervisor shall inform the Board if Mr. Bell demonstrates any issues with regard to inappropriate decision-making, medication administration/documentation concerns, failure to follow policy/procedure, or any other concerns. The supervising nurse shall report such information to the Board within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor shall provide the Board with a written report regarding Mr. Bell's nursing performance every three (3) months during the period of probation. It is **Mr. Bell's responsibility** to ensure that these reports are provided to the Board in a timely manner.

iii. **Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions.** Mr. Bell 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.

iv. **Current Contact Address/Change of Contact Address – Notification Requirement.** Mr. Bell shall provide the Board with a current address at which he may be contacted by the Board. Mr. Bell shall inform the Board **in writing within 15 days** of any change of his contact address/information.

v. **Employment Change – Notification Requirement.** Mr. Bell 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 name and location of the employer and the position accepted, and/or the name and location of the nursing education program and the course of study.

vi. **Privilege to Practice Restrictions.** The State of Maine is a "party state" that has adopted the Nurse Licensure Compact ("Compact"), which is set out in Title 32, Chapter 31, Subchapter 2-A of the Maine Revised Statutes. Mr. Bell understands and agrees that this Agreement is applicable to his multi-state licensure privilege, if any, to practice nursing in Compact states. **IT IS FURTHER AGREED** that while Mr. Bell's license is subject to this Agreement, he may not work outside the State of Maine pursuant to a multi-state privilege.

9. Mr. Bell agrees and understands that his license is on probationary status and is subject to the terms of this Agreement until and unless the Board, at his written request, votes in its sole discretion to terminate his probation. When considering whether to terminate the probation, the Board will consider the extent to which he has complied with the provisions of this Agreement.
10. Violation of any of the terms or conditions of this Agreement by Mr. Bell shall constitute unprofessional conduct and shall be grounds for discipline.
11. In the event that Mr. Bell is alleged to have violated any condition 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. Mr. Bell shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review Mr. Bell's response to determine what action, if any, it will take. If after notice and hearing, the Board finds that Mr. Bell 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, those found in 10 M.R.S. § 8003 and 32 M.R.S. § 2105-A.
12. 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 be modified only by writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Mr. Bell 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 Mr. Bell's request; (b) grant Mr. Bell's request; and/or (c) grant Mr. Bell's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Mr. Bell's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
13. The Board and Mr. Bell agree that no further agency or legal action will be initiated against him by the Board based upon the specific violations admitted to herein, except or unless he fails to comply with the terms and conditions of this Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Mr. Bell. The Board may also consider the fact that discipline was imposed by this Agreement in determining appropriate discipline in any further complaints against Mr. Bell.
14. The Board and the Office of the Attorney General may communicate and cooperate regarding Mr. Bell's practice or any other matter relating to this Agreement.
15. 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.
16. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank ("NPDB").
17. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
18. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
19. Mr. Bell 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: 5/4/19



LICENSEE JONATHAN A. BELL, RN

FOR THE MAINE STATE BOARD OF NURSING

Dated: 5/9/19



KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

Dated: 5/10/19



KATIE W. JOHNSON
Assistant Attorney General