

CERTIFIED MAIL - RETURN RECEIPT REQUESTED NO. \_\_\_\_\_

STATE OF CONNECTICUT  
DEPARTMENT OF HEALTH SERVICES  
BUREAU OF HEALTH SYSTEM REGULATION  
DIVISION OF MEDICAL QUALITY ASSURANCE

In re: Michelle Sheehan

Petition No. 910607-11-016

PRELICENSURE AGREEMENT

WHEREAS, Michelle Sheehan of Waterbury, Connecticut has applied for licensure to practice as a licensed practical nurse by the Department of Health Services pursuant to Chapter 378 of the General Statutes of Connecticut, as amended; and

WHEREAS, Michelle Sheehan hereby admits and acknowledges that:

1. She has never been licensed as a licensed practical nurse in the State of Connecticut.
2. She has successfully completed all the educational and examination requirements for Connecticut practical nurse licensure.
3. In 1988 she was charged with larceny in the third degree and was sentenced to ninety days with execution suspended and with 18 months probation.
4. Said probation included the condition that she continue with treatment for her drug abuse.
5. By her actions described in paragraphs 3. and 4. above she committed acts which fail to conform to the accepted standards of licensed practical nurses and she is subject to licensure denial under §19a-14 of the General Statutes of Connecticut.

NOW THEREFORE, pursuant to §19a-14 of the General Statutes of Connecticut, Michelle Sheehan hereby stipulates and agrees to the following:

1. That she waives the right to a hearing on the merits of this matter.

2. That she shall be granted a license to practice as a licensed practical nurse.
3. That her license to practice as a licensed practical nurse in the State of Connecticut shall be suspended. Said suspension shall be stayed immediately, and she shall be on probation for one year.
4. That her probation is subject to the following conditions:
  - A. 1.) She shall provide a copy of this Prelicensure Agreement to her therapist.
  - 2.) She shall engage in counseling with a licensed or certified therapist, with the frequency of sessions to be determined by that therapist. Counseling shall be at her own expense.
  - 3.) She shall be responsible for the provision of monthly reports from her therapist; said reports are due on the first business day after every month.
  - 4.) She shall be responsible for providing random, observed urine and/or random blood screens for controlled substances and alcohol at the discretion of her therapist. Said screens shall be legally defensible in that the specimen donor and chain of custody can be identified throughout the screening. She shall be responsible for notifying the laboratory and her therapist of any drug(s) she is taking. There must be at least one such controlled substance and alcohol screen per month (more at the discretion of her therapist.) Said report shall be negative for controlled substances and alcohol.

- 5.) Said reports cited in 4.A.3. and 4.A.4. above shall include documentation of dates of treatment, an evaluation of her progress and controlled substance and alcohol free status, and copies of all laboratory reports. Said reports shall be issued to the Department of Health Services at the address cited in paragraph 9. below.
- B.
- 1.) She shall provide a copy of this Prelicensure Agreement to her employer.
  - 2.) She shall not accept employment as a nurse for a personnel provider, visiting nurse agency or home health care agency for the period of her probation.
  - 3.) She shall be responsible for the provision of monthly reports from her nursing supervisor (i.e. Director of Nursing) due on the first business day of every month.
  - 4.) Said reports cited in 4.B.3 above shall include documentation of her ability to safely and competently practice nursing. Said reports shall be issued to the Department of Health Services at the address cited in paragraph 9. below.
- C.
- 1.) She shall attend Alcoholics Anonymous or Narcotics Anonymous a minimum of three times per month.
5. That she shall not obtain for personal use and/or use alcohol or any controlled substance that has not been prescribed for her for a legitimate purpose by a licensed health care practitioner.
  6. That the Department of Health Services must be informed prior to any change of employment.

7. That the Department of Health Services must be informed prior to any change of address.
8. That she shall provide signed releases for her all prior and current treaters as requested by the Department of Health Services.
9. That all correspondence and reports are to be addressed to:

Lynne Hurley, Investigator  
Public Health Hearing Office  
Department of Health Services  
150 Washington Street  
Hartford, CT 06106
10. That any deviation from the term(s) of the agreement without prior written approval by the Department of Health Services shall constitute a violation. A violation of any term(s) of this Prelicensure Agreement above shall result in the right of the Department of Health Services to immediately seek revocation of her nursing license. Any extension of time or grace period for reporting granted by the Department of Health Services shall not be a waiver or preclude the Department's right to take action at a later time. The Department of Health Services shall not be required to grant future extensions of time or grace periods. Notice of revocation action shall be sent to her address of record (most current address reported to the Licensure and Renewal Section of the Division of Medical Quality Assurance of the Department of Health Services.)
11. That this Prelicensure Agreement is effective when accepted and approved by a duly appointed agent of the Department of Health Services.)
12. That she understands this Prelicensure Agreement is a matter of public record.
13. That she understands this Prelicensure Agreement may be considered as

evidence of the above admitted violations in any proceeding before the Department of Health Services or Connecticut Board of Examiners for Nursing (1) in which her compliance with this same agreement is at issue, or (2) in which her compliance with §20-99(b) of the General Statutes of Connecticut, as amended, is at issue.

14. That this Prelicensure Agreement and terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any form or in any forum. Further, that said order is not subject to appeal or review under the provisions of Chapters 54 and 368a of the General Statutes of Connecticut, provided that this stipulation shall not deprive her of any rights that she may have under the laws of the State of Connecticut or of the United States.
15. That she understands she has the right to consult with an attorney prior to signing this document.

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I, Michelle Sheehan, have read the above Prelicensure Agreement, and I agree and admit to the terms and allegations set forth therein. I further declare the execution of this Prelicensure Agreement to be my free act and deed.

Michelle Sheehan  
Michelle Sheehan

Subscribed and sworn to before me this 13<sup>th</sup> day of July 1991.

James M. Pettit  
Notary Public or person authorized  
by law to administer an oath or  
affirmation. Exp. 3/31/92

The above Prelicensure Agreement having been presented to the duly appointed agent of the Commissioner of the Department of Health Services on the 22<sup>nd</sup> day of July 1991, it is hereby ordered and accepted.

Stanley K. Peck  
Stanley K. Peck, Director  
Division of Medical Quality Assurance

LAM:pf  
6317Q/34-39  
6/91



# STATE OF CONNECTICUT

## DEPARTMENT OF HEALTH SERVICES

21 September 1992

Michelle Sheehan  
17 Pythian Avenue  
Watertown, CT 06795

Re: Petition No. 910607-11-016

Dear Ms. Sheehan:

I am writing to inform you that the terms of your Prelicensure Agreement, dated 22 July 1991 have been completed.

This letter serves to inform you that you have completed all the stipulations of the Prelicensure Agreement and that the terms of your probation have been completed. Notice will be provided to our licensure and renewal section to remove any restrictions from your license.

Please do not hesitate to contact me at the number listed below if you have any questions regarding this matter.

Very truly yours,

Lynne A. Hurley  
Investigator  
Public Health Hearing Office

LAH:cja  
7365Q/11  
9/92

cc: David J. Pavis, Chief, PHHO  
John Boccaccio, Chief, L&R  
Joseph Gillen, Chief, APEX

566-4663

Phone:

150 Washington Street • Hartford, Connecticut 06106

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