

CERTIFIED MAIL - RETURN RECEIPT REQUESTED NO. _____

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

In re: Donna Arena-Lavin

Petition No. 940110-11-005

Lic# 025173

PRELICENSURE AGREEMENT

WHEREAS, Donna Arena-Lavin of Terryville, Connecticut (hereinafter "respondent") has applied for licensure to practice as a licensed practical nurse by the Department of Public Health and Addiction Services (hereinafter "the Department") pursuant to Chapter 378 of the Connecticut General Statutes, as amended; and,

WHEREAS, respondent and the Department agree that:

1. The Department has at no time issued respondent a license to practice the occupation of licensed practical nurse under Connecticut General Statute Chapter 378.
2. In 1975, respondent abused controlled substances but there is no evidence that she has abused any substance since that time.
3. By the actions described in paragraph 2 above, respondent committed acts which, if respondent had been licensed at the time, would not have conformed to the accepted standards for licensed practical nurses; therefore the Department contends that respondent is subject to denial of her application for licensure pursuant to §19a-14 of the Connecticut General Statutes.

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

1. That she waives the right to a hearing on the merits of her application for licensure.
2. That respondent having satisfied the requirements for licensure as a licensed practical nurse as set forth in Chapter 378 of the Connecticut General Statutes, respondent's license to practice as a licensed practice nurse will be issued forthwith.
3. That her license to practice as a licensed practical nurse in the State of Connecticut shall immediately be placed on probation for eighteen (18) months under the following terms and conditions:
 - A. Respondent shall provide a copy of this Prelicensure Agreement to all current and future employers for the duration of her probation.
 - B. Respondent shall not accept employment in any capacity for a personnel provider, visiting nurse agency or home health care agency for the period of her probation.
 - C. Respondent shall be responsible for the provision of quarterly written reports directly to the Department from her nursing supervisor (i.e., Director of Nursing) for the period of her probation. Employer reports shall include, but not be limited to, documentation of respondent's ability to safely and competently practice nursing, and shall be issued to the Department at the address cited in paragraph 9 below.
 - D. Quarterly reports required in paragraph 3C above are due on the tenth business day of the third full month after the effective date of this Prelicensure Agreement and every third month thereafter.

4. That in the event respondent is unemployed for periods of thirty (30) consecutive days or longer, or is employed less than twenty (20) hours per week, respondent shall so notify the Department in writing. Such period(s) shall not be counted in reducing the period covered by this Prelicensure Agreement.
5. That respondent shall comply with all state and federal statutes and regulations applicable to her license.
6. That respondent shall notify the Department of any change(s) in her employment within fifteen (15) days of such change.
7. That respondent shall notify the Department of any change(s) in her home and/or business address within fifteen (15) days of such change.
8. That any deviation from the term(s) of this Prelicensure Agreement without prior written approval of the Department shall constitute a violation. A violation of any term(s) of this Prelicensure Agreement shall result in the right of the Department in its discretion to immediately deem respondent's licensed practical nurse's license rescinded. Any extension of time or grace period for reporting granted by the Department shall not be a waiver or preclude the Department's right to take action at a later time. The Department shall not be required to grant future extensions of time or grace periods. Notice of the rescision of the license shall be sent by the Department to respondent's address of record. Respondent waives any right to a hearing on the issue of violation of the terms of this Prelicensure Agreement.
9. That correspondence and reports required by the terms of this Prelicensure Agreement are to be addressed to:

Lynne A. Hurley, Board Liaison
Department of Public Health and Addiction Services
150 Washington Street
Hartford, Connecticut 06106

10. That legal notice shall be sufficient if sent to respondent's last known address of record reported to the Licensure and Registration Section of the Division of Medical Quality Assurance of the Department.
11. That she understands that this Prelicensure Agreement may be considered as evidence of the above-admitted violations in any proceeding before the Connecticut Board of Examiners for Nursing (1) in which her compliance with this same Prelicensure Agreement is at issue, or in which her compliance with §20-99 of the Connecticut General Statutes, as amended, is at issue.
12. 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, this Prelicensure Agreement is not subject to appeal or review under the provisions of Chapters 54 and 368a of the Connecticut General Statutes, provided that this stipulation shall not deprive her of any other rights that she may have under the laws of the State of Connecticut or of the United States.

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I, Donna Arena-Lavin 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.

Donna Arena-Lavin
Donna Arena-Lavin

Acknowledged

~~Subscribed and sworn to~~ before me this *27th* day of *April* 1994.

John J. Hlub

Notary Public or person authorized
by law to administer an oath or
affirmation

Commissioner of the Superior Court

The above Prelicensure Agreement having been presented to the duly appointed agent of the Commissioner of the Department of Public Health and Addiction Services on the *28th* day of *April*, 1994, it is hereby ordered and accepted.

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

RAS:cja
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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH AND ADDICTION SERVICES

BUREAU OF HEALTH SYSTEM REGULATION

November 1, 1995

Ms. Donna Arena-Lavin LPN
191 1/2 Main Street, 2d Floor
Terryville, Connecticut 06786

Re: Prelicensure Agreement
Petition No. 940110-11-005
License No. 025173

Dear Ms. Arena-Lavin:

I have discussed your case with Donna Brewer, Chief of the Hearing Office, and with Stanley Peck, Director of Medical Quality Assurance. It has been decided that, while your Agreement states that periods of time during which you are not employed are not to be counted in reducing the probationary period, the months you have been unemployed because of disability will count towards the completion of your probation.

Therefore, this letter serves as notification that you have successfully completed the terms of your probation, effective October 28, 1995. Notice shall be sent to our License and Registration section to remove any restrictions from your license.

If you have any questions regarding this matter, do not hesitate to call me at 566-1011.

Best of luck to you and your family.

Very truly yours,

Bonnie Pinkerton
Nurse Consultant
Public Health Hearing Office

BEP
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11/95

cc: Debra Tomassone

Phone: TDD: 203-566-1279
150 Washington Street — Hartford, CT 06106
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