

**STATE OF RHODE ISLAND  
DEPARTMENT OF HEALTH  
BOARD OF LICENSURE OF PHYSICIAN ASSISTANTS**

**In the Matter of:  
Nicole Ann Delmonico, PA  
Physician's Assistant License Number PA 00566**

**RECIPROCAL VOLUNTARY SURRENDER**

The following is agreed, by and between The Department of Health, Board of Licensure of Physician Assistants (the "Board") and Nicole Demonico, PA (the "Respondent"), after a notification was received from the Massachusetts Board of Registration of Physician Assistants that the Respondent had surrendered her license to practice in that state.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. The Board of Physician Assistants learned that the Respondent entered a Voluntary Surrender Agreement with the Board of Registration of Physician Assistants on November 19, 2010.
2. The Rhode Island Board of Physician Assistants is taking a reciprocal action in accordance with RIGL 5-54-2(11)(xiv) by accepting a Voluntary Surrender of her license in this state.
3. The Massachusetts Voluntary Surrender Agreement is attached and incorporated in this order.

**The parties agree as follows:**

- (a) Nicole Delmonico is a licensed and practicing Physician Assistant. His license is PA 00566.
- (b) The Respondent submits to the jurisdiction of the Board and agrees to remain under its jurisdiction.
- (c) The Respondent acknowledges and waives:
  - (1) The right to appear personally, by counsel, or both, before the Board;
  - (2) The right to produced witnesses and evidence at a hearing;
  - (3) The right to cross-examine witnesses;
  - (4) The right to have subpoenas issued by the Board;
  - (5) The right to further procedural steps except as provided herein;
  - (6) The right to object to potential bias as a result of presentation of this Agreement.

(d) The Respondent acknowledges that The Board will review and consider this Agreement and in doing so will acquaint itself with evidence pertaining to the matter.

(e) The Respondent and the Board acknowledge that the signing of this Consent Agreement is for settlement purposes only.

(f) Failure to abide by the terms of this Consent Agreement, once signed and accepted by both parties, may subject the Respondent to further disciplinary action.

**ORDER**

The Respondent's license to practice as a Physician Assistant is hereby Surrendered in the State of Rhode Island pending further order of the Board.

  
\_\_\_\_\_  
Nicole Ann Delmonico, PA

11/24/10  
Date

This Agreement is effective on November 24, 2010.

For the Board,

  
\_\_\_\_\_  
Bruce W. McIntyre, JD  
Chief Administrator  
Board of Physician Assistants

11/24/10  
Date

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF  
PHYSICIAN ASSISTANTS

In the Matter of  
NICOLE ANN DELMONICO  
License No. PA1933  
(License Expiration Date 3/1/11)

Docket No. PA-2010-003

**COPY**

**VOLUNTARY SURRENDER AGREEMENT**

The Board of Registration of Physician Assistants ("Board") and Nicole Ann Delmonico ("the Licensee"), a Physician Assistant licensed by the Board (License No. PA1933), do hereby stipulate and agree that the information contained in this Voluntary Surrender Agreement ("Agreement") shall be entered into and become a permanent part of the file of the Licensee that is maintained by the Board. For the purposes of this Agreement, the word "license" shall refer both to the Licensee's current license to practice as a Physician Assistant in Massachusetts and to any right to renew such license.

1. The Licensee acknowledges that the Board issued to her a license to practice as a Physician Assistant ("PA") in Massachusetts, License No. PA1933, on or about April 25, 2005. The Licensee further acknowledges that she is also licensed as a Physician Assistant in the states of Florida, License No. PA9102975, issued on or about September 24, 2004 (expired 1/31/06); Washington, License No. PA10005334, issued on or about December 7, 2007 (expired 6/8/10); and Rhode Island, License No. PA00566, issued on or about November 3, 2010 (expiration date 6/30/11).
2. The Licensee hereby states that she voluntarily enters into this Agreement with the Board to voluntarily surrender her Massachusetts Physician Assistant license to the Board in resolution of a complaint contained in Docket No. PA-2010-003 ("the Complaint"). The Complaint alleges, and the Licensee acknowledges, the following:
  - (a) The Licensee was employed as a Physician Assistant in Massachusetts at the Cape Cod and Islands Community Mental Health Center ("Cape Cod and Islands MHC") in Pocasset, Massachusetts, a Department of Mental Health facility.
  - (b) Beginning on or about, and possibly prior to, January 2009, the Licensee, using prescription pads taken without authorization from her employer, wrote prescriptions for controlled substances, including Class II controlled substances such as oxycodone, outside her professional practice.
  - (c) On or about October 5, 2010, the Licensee left her employment at Cape Cod and Islands MHC. The Licensee continued to write prescriptions for controlled

Nicole Ann Delmonico  
Voluntary Surrender Agreement  
Docket No. PA-2010-003

substances, including Class II controlled substances such as oxycodone, using her former employer's prescription pads until at least October 21, 2010. The Board has no record of the Licensee's obtaining a new Supervising Physician following her leaving employment at Cape Cod and Islands MHC.

- (d) By letter dated November 1, 2010, the Licensee informed the Drug Control Program of the Massachusetts Department of Public Health that she was no longer practicing in Massachusetts and requested that her "medical license, AP1933, and Massachusetts Controlled Substances License be updated to reflect this change in order to be in compliance with all rules and regulations governing physician assistants." On or about November 3, 2010, the Licensee was issued a license to practice as a Physician Assistant in the state of Rhode Island, License No. PA00566. In connection with her federal controlled substance registration issued by the Drug Enforcement Administration, the Licensee has identified her current "registrant address" as Warren Family Practice Associates, Inc., 851 Main Street, Warren, RI 02885.
- (e) In the course of her practice as a Physician Assistant at the Cape Cod and Islands MHC, the Licensee engaged in behaviors that resulted in her being disciplined by her employer, which discipline included her suspension from employment.

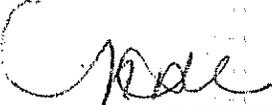
3. The Licensee acknowledges that her conduct, as documented in the Complaint and Paragraph 2, above, warrants disciplinary action by the Board under:

- (a) 263 Code of Massachusetts Regulations ("CMR") 6.02(b) for violating any provision of the laws of the Commonwealth relating to the authorized practice of Physician Assistants or any rule or regulation adopted thereunder (to wit, Massachusetts General Laws ("M.G.L.") Chapter 94C, the Massachusetts Controlled Substances Law, and regulations promulgated thereunder).
- (b) 263 CMR 6.02(c) and M.G.L. c. 112, § 61, for engaging in deceit and gross misconduct in the practice of her profession as a Physician Assistant.
- (c) 263 CMR 6.02(d) for engaging in practice which is fraudulent or beyond the authorized scope of practice for a Physician Assistant.
- (d) 263 CMR 6.05(j) for violating any provision of M.G.L. c. 112, §§ 9C through 9K (to wit, M.G.L. c. 112, § 9H) or any rule or regulation of the Board (to wit, Board regulations cited in Paragraphs 4(a) through (c), above).

4. The Licensee understands that this Agreement shall be incorporated into the records for the Licensee maintained by the Board. The Licensee further understands that this Agreement constitutes a "public record" within the meaning of M.G.L. c. 4, § 7 subject to public disclosure and that the Board may forward a copy of this Consent Agreement to other licensing boards or law enforcement entities, or both, as well as to any other individual or entity as required by law.

5. The Licensee understands that this Voluntary Surrender Agreement constitutes disciplinary action by the Board.
6. The Licensee agrees to return to the Board at its office at 239 Causeway Street, Boston, Massachusetts 02114, either by hand or by overnight mail, two (2) duplicate originals of this Voluntary Surrender Agreement signed by the Licensee, witnessed, and dated no later than five (5) days following receipt of this Agreement.
7. In connection with the Complaint, the Licensee agrees to immediately surrender her controlled substances registration issued by the United States Drug Enforcement Administration ("DEA") to the DEA and her controlled substances registration issued by the Massachusetts Department of Public Health, Drug Control Program ("DCP"), to the DCP.
8. The Board agrees that in return for the Licensee's surrender of her Physician Assistant license in connection with the facts set forth in Paragraph 2, above, *and her execution of this Agreement and its return to the Board within five (5) days of its receipt*, the Board shall not prosecute before itself the allegations contained in the Complaint.
9. The Licensee agrees to return her license to practice as a Physician Assistant in Massachusetts to the Board at the time she returns to the Board two (2) signed and dated original copies of this Voluntary Surrender Agreement.
10. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license shall include, but not be limited to, the Licensee's evaluation by the Massachusetts Professional Recovery System ("MPRS"), full participation in the MPRS, successful completion of the MPRS, as well as meeting any and all Board requirements for license reinstatement in effect at the time of any written request from the Licensee to the Board for license reinstatement.
11. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license may include, but not be limited to, a comprehensive mental health evaluation of the Licensee conducted by a Massachusetts licensed clinical psychologist (PhD or PsyD or EdD) or a Massachusetts licensed, board certified psychiatrist, which clinically-based assessment shall address areas to be identified by the Board.
12. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license shall include, but not be limited to, the Licensee's providing documentation satisfactory to the Board that any and all criminal cases brought against her have been closed before the Board will consider any written request from the Licensee for license reinstatement.
13. The Licensee further understands and agrees that any future license reinstatement by the Board may be conditioned on her entering into a consent agreement with the Board for a period of license probation, the duration and terms of which to be determined by the Board at the time of any license reinstatement.

14. The Licensee understands and agrees that the surrender of her Physician Assistant license as agreed under the terms of this Voluntary Surrender Agreement is a final act depriving her of all privileges of licensure as a Physician Assistant and is not subject to reconsideration or judicial review.
15. The Licensee understands and agrees that after the Effective Date of this Voluntary Surrender Agreement she will not longer be authorized to practice as a Physician Assistant in Massachusetts. The Licensee further understands that any practice as a Physician Assistant after the Effective Date of this Agreement may be referred to law enforcement for appropriate action, shall constitute additional grounds for complaint against her Physician Assistant license, and shall be considered by the Board in connection with any future request for license reinstatement by the Licensee.
16. The Licensee states that she has used legal counsel in connection with her decision to enter into this Voluntary Surrender Agreement or, if she did not, that she had an opportunity to do so and that her decision to enter into this Agreement was made of her own free will.
17. The Licensee certifies that she has read this document entitled "Voluntary Surrender Agreement." The Licensee understands that, by executing this Agreement, she is waiving her right to a formal hearing at which she would possess the rights 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 court in the event of an adverse ruling, and all other rights set forth in M.G.L. c. 30A, the Massachusetts Administrative Procedure Act, and 801 CMR 1.01 *et seq.*, the Standard Adjudicatory Rules of Practice and Procedure. The Licensee states that she further understands that in executing this document entitled "Voluntary Surrender Agreement" she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above listed rights.



Nicole Ann Delmonico



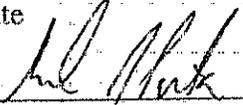
Sally Graham, Executive Director

11/19/10

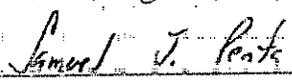
Date

11/19/10

Date (Effective Date)

 11/19/10

Witness Signature and Date



Witness Print Name

An original copy of this Voluntary Surrender Agreement signed by the Board was sent to the

Licensee on \_\_\_\_\_ by Certified Mail No. \_\_\_\_\_ by \_\_\_\_\_