The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Division of Health Professions Licensure
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September 27, 2013

By certified mail no. 7012 3460 0001 7331 1463
William Connolly, Esq.
20 Park Plaza, Suite 1000
Boston, MA 02116

RE: In the Matter of Kelly J. Taylor, PA License No. 1235
Board of Registration of Physician Assistants, Docket No. PA-2013-003

Dear Attorney Connolly:

The Board of Registration of Physician Assistants (Board) has now signed the Voluntary License Surrender Agreement (Agreement) that your client agreed to enter into with the Board in resolution of complaint Docket No. PA-2013-003. A copy of the Agreement, with an original signature on behalf of the Board, is enclosed for your records. Please note carefully that the effective date of the Agreement is **September 27, 2013**, as is stated on the signature page of the Agreement. A copy of this letter and the fully signed original of the Agreement will remain in the complaint file of the above-referenced docket number.

Ms. Taylor is required to comply with the terms of the Agreement as of the effective date. It is her responsibility to initiate any petition for reinstatement of her license and right to renew said license, which must include documentation satisfactory to the Board that she meets all the conditions specified in the Agreement. The Agreement will remain in effect until the Board gives you written confirmation that it has acted favorably on your client's petition and the Surrender has ended.

Thank you for all your cooperation in resolving this matter.

Sincerely,

Eugene Langner
Prosecuting Counsel

EL
Enclosure

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF PHYSICIAN ASSISTANTS

In the Matter of KELLY J. TAYLOR, PA License No. PA1235 (License Expires 03/01/15)	))))))	Docket No. PA-2013-003

VOLUNTARY LICENSE SURRENDER AGREEMENT

The Board of Registration of Physician Assistants ("Board") and Kelly J. Taylor ("Licensee"), a Physician Assistant licensed by the Board, License No. PA1235, do hereby stipulate and agree that the information contained in this Voluntary License 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. PA1235, on or about December 18, 2000. License No. PA1235 will expire on March 1, 2015, unless renewed by that date.

2. The Licensee hereby states that she voluntarily enters into this Agreement with the Board to surrender her Massachusetts Physician Assistant license to the Board in resolution of a complaint contained in Docket No. PA-2013-003 ("Complaint") until such time the pending matter is resolved with other state and federal agencies. The Complaint alleges, that:

   (a) on or about March 25, 2013, Licensee was terminated from employment as a Physician Assistant by her employer, Geriatric Internal Medicine Specialists located at 651 Orchard Street, Suite 202A, New Bedford, Massachusetts 02744;

   (b) Licensee was "let go" by former employer, Prima Care, located in New Bedford, Massachusetts; and

3. The Complaint alleges the Licensee failed to comply with 263 Code of Massachusetts Regulations ("CMR") 5.07(1) by failing to prescribe in accordance with all applicable state and federal laws and regulations governing controlled substances.

4. The Complaint alleges Licensee's failure to comply with federal and state laws and regulations governing controlled substances as required by 263 CMR 5.07(1), all as documented in the Complaint, warrants disciplinary action by the Board under:

   (a) 263 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.

   (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 6.06(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 3(a) through (c), above).

5. 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 Agreement to other licensing boards or law enforcement entities, or both, as well as to any other individual or entity as required by law.

6. The Licensee understands that this Voluntary License Surrender Agreement constitutes disciplinary action by the Board.

7. Upon signing two (2) original copies of the Agreement, the Licensee agrees to return to the Board with such signed Agreements her license to practice as a Physician Assistant, whether current or expired.

8. The Board agrees that in return for the Licensee's surrender of her Physician Assistant license in connection with Paragraphs 2 and 3, above, and her execution of this Agreement and its return to the Board as provided by herein, the Board shall not prosecute before itself the allegations contained in the Complaint.

9. The Licensee understands and agrees that the conditions for any future reinstatement of her Physician Assistant license may include, but not be limited to, her 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.

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, her 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.

11. 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.

12. The Licensee understands and agrees that the surrender of her Physician Assistant license as agreed under the terms of this Voluntary License 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.

13. The Licensee understands and agrees that after the Effective Date of this 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.

14. The Licensee states that she has used legal counsel in connection with her decision to enter into this Voluntary License 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.

15. The Licensee certifies that she has read this document entitled "Voluntary License 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 License Surrender Agreement" she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above listed rights.

BY THE LICENSEE:

Kelly J. Taylor

Kelly J. Taylor

9/23/13

Date

Susan J. Toomey

Witness Signature and Date

9-23-13

Witness Print Name

BY THE BOARD:

Dipu Patel-Junankar / I.H

Dipu Patel-Junankar, Chair

assistant Exec Director

9/27/13

Date (Effective Date)

An original copy of this Voluntary License Surrender Agreement signed by the Board was mailed to the Licensee on _____ by Certified Mail No. _____ by _____.