



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

JOHN ELIAS BALDACCI
 GOVERNOR

MYRA A. BROADWAY, J.D., M.S., R.N.
 EXECUTIVE DIRECTOR

IN RE: CAROLE A. DUNN) **CONSENT AGREEMENT**
 of Lewiston, ME) **FOR REINSTATEMENT**
 License #P010558) **AND PROBATION**

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Carole A. Dunn’s (“Ms. Dunn” or “Licensee”) license to practice licensed practical nursing in the State of Maine. The parties to this Agreement are Ms. Dunn, the Maine State Board of Nursing (“Board”) and the Department of the Attorney General, State of Maine. The parties enter into this Agreement pursuant to 10 M.R.S.A. § 8003(5), (A-1) (4) and 10 M.R.S.A. § 8003(5) (B) and reached this Agreement after the Board continued its August 12, 2008 informal conference with Ms. Dunn on July 21, 2009.

FACTS

1. Carole A. Dunn has been a licensed practical nurse licensed to practice in Maine since November 1991; her license lapsed on August 27, 2007.
2. Carole A. Dunn requested reinstatement of her licensed practical nurse license on May 12, 2008. She first met with the Board in an informal conference on August 12, 2008 and disclosed the following criminal convictions:
 - a. Operating Under the Influence (Class D misdemeanor): August 29, 2007
 - b. Violating Condition of Release - Bail (Class E misdemeanor): May 7, 2007
 - c. Violating Condition Of Release - Bail (Class E misdemeanor): March 24, 2008
3. As a result of the OUI conviction, Ms. Dunn was required to complete the Driver Education Evaluation Program (“DEEP”), which is administered through the Office of Substance Abuse Services, Maine Department of Health & Human Services. Ms. Dunn completed the DEEP on September 15, 2008. She also received counseling through Common Ties Mental Health, beginning in June 2007, to address mental health and substance abuse issues involving post-traumatic anxiety and depression.
4. The Board also considered the following supportive correspondence regarding Ms. Dunn’s recovery [Exhibit A]:
 - a. Correspondence dated May 15, 2008 from Bobbie Jean Banton, Mental Health Rehabilitation Technician-Certified, Ms. Dunn’s case manager from Common Ties Mental Health;



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- b. Correspondence dated July 4, 2009 from Ronald R. D'Amour;
 - c. Correspondence dated August 3, 2009 from Velzora Tibbetts;
 - d. Correspondence dated August 4, 2009 from Audrey Hilton L'Heureux, Vocational Rehabilitation Counselor II with the Maine Department of Labor; and
 - e. E-mail correspondence from Carole A. Dunn dated August 3, 2009 to Jayne Winters at the Maine State Board of Nursing.
5. The Board voted to reinstate Carole A. Dunn's licensed practical nurse license on probation.
 6. In lieu of an adjudicatory hearing, Ms. Dunn has agreed to enter this Agreement with the Board.

AGREEMENT

7. Carole A. Dunn understands and agrees that based upon the above-stated facts, this document imposes discipline regarding her license to practice as a licensed practical nurse in the State of Maine. The grounds for discipline for violations are under 32 M.R.S.A. § 2105-A (2) (G) and Chapter 4, sections 1(A) (7) of the Rules and Regulations of the Maine State Board of Nursing. Specifically, the violations are:
 - a. M.R.S.A. § 2105-A (2) (G). The conviction of a crime (OUI) that relates directly to the practice for which the Licensee is licensed. (See also Rule Chapter 4. Section 1.A.7.)
8. Carole A. Dunn's license as a licensed practical nurse is placed on probation with conditions. The period of probation will commence upon her return to nursing practice and will be for a period of five years, effective only while she is employed in nursing practice and/or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Dunn performs nursing services. Her probationary license will be subject to the following conditions:
 - a. Carole A. Dunn shall fully comply and cooperate with the representatives of the Board in its monitoring and investigation of her compliance with probation. She shall inform the Board in writing within 15 days of any address change.
 - b. Carole A. Dunn will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a health care provider who is aware of her substance abuse history.
 - c. Carole A. Dunn will continue in her aftercare treatment program to such an extent and for as long as her treatment provider(s) recommend. She will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s) and such reports shall continue until her probation is terminated. If Ms. Dunn's treatment is terminated during her probation, she shall notify the Board and provide written documentation.

d. Carole A Dunn's employment is restricted during the period of probation to structured settings with on-site supervision by a registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, school nursing, work as a travel nurse, or within the correctional system.

e. Carole A. Dunn will notify the Board in writing within five business days after she obtains any nursing employment and/or an educational program in the field of nursing. Notice under this section shall include the place and position of employment or the nursing educational program. If during the period of probation, Ms. Dunn's employment as a nurse or her educational program in the field of nursing terminates, she shall notify the Board in writing within five business days after she is terminated or separated, regardless of cause, with a full explanation of the circumstances surrounding the termination or separation.

f. Carole A. Dunn will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Agreement and provide them with a copy of it.

g. Carole A. Dunn will arrange for and ensure the submission to the Board of quarterly reports from her nursing employers and/or clinical faculty regarding her general nursing practice.

h. Carole A. Dunn agrees and understands that the Board and the Department of the Attorney General shall have access to any and all medical records and all otherwise confidential or medically privileged information pertaining to her treatment for substance abuse which the Board deems necessary to evaluate her compliance with the Agreement and her continued recovery. Ms. Dunn shall provide such information, authorize the release of such records and information, and authorize any such discussions and communications with any and all persons involved in her care, counseling and employment as may be requested by the Board.

9. Carole A. Dunn agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the five-year probationary period until and unless the Board, at Ms. Dunn's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Dunn has complied with the provisions of this Agreement.

10. Carole A. Dunn understands and agrees that if any member of the Board or the Board's Executive Director receives reasonably reliable information suggesting that she has not remained substance free in accordance with this Agreement, her license will be immediately and automatically suspended pending further review by the Board. In the event any member of the Board or its Executive Director receives such information, the information will be immediately forwarded to Ms. Dunn for a response. Ms. Dunn understands and agrees that in such an event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within 60 days of the automatic suspension unless both the Licensee and the Board agree to hold the hearing later, or the Executive Director and/or the Department of the Attorney General earlier determine that such

information is without merit. If the information received is proven to be inaccurate or incorrect, either through hearing or determination by the Executive Director and/or the Department of the Attorney General, Ms. Dunn's license will be immediately reinstated retroactive to the date of suspension.

11. If Ms. Dunn violates any other condition of her probation, the Board will give written notice to the Licensee regarding her failure to comply. Notice will be sent by certified mail, return receipt requested, to the last known address of the Licensee that is on file with the Board. The Licensee has 30 days from receipt of this notification to respond to the Board, in writing, regarding the alleged violation. The Board will review the Licensee's timely response to determine what action, if any, it determines to take. If the Licensee fails to timely respond to the Board's notification regarding her failure to comply, her license will be immediately suspended pending a hearing at the next regularly scheduled Board meeting. If after notice and a hearing, the Board finds that the Licensee has failed to meet the conditions of probation, the Board may take any disciplinary action which it deems appropriate and impose any of the sanctions including, but not limited to, that found in Title 10 M.R.S.A. § 8003 and Title 32 M.R.S.A. § 2105-A.
12. The State of Maine is a "party state" that has adopted the Nurse Licensure Compact ("Compact"), which is set out in Chapter 11 of the Rules and Regulations of the Maine State Board of Nursing. The State of Maine is Ms. Dunn's "home state" of licensure and primary state of residence, which means she has declared the State of Maine as her fixed permanent and principle home for legal purposes; her domicile. Other party states in the Compact are referred to as "remote states," which means party states other than the home state that have adopted the Compact. Ms. Dunn understands this Agreement is subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice may be limited to the State of Maine as it pertains to the Compact. If Ms. Dunn wishes to practice in any other party state within the Compact, she shall arrange to have the party state in which she intends to practice provide the Board with written authorization that she has been approved to practice in that state.
13. This Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S.A. § 408.
14. Carole A. Dunn understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Consent Agreement.
15. Carole A. Dunn affirms that she executes this Agreement of her own free will.
16. Modification of this Agreement must in writing and signed by all parties.
17. This Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
18. This Agreement becomes effective upon the date of the last necessary signature below.

I, CAROLE A. DUNN, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY LICENSED PRACTICAL NURSE LICENSE. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY AND AGREE TO BE BOUND BY THIS AGREEMENT. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.


DATED: 10/19/2009



CAROLE A. DUNN

FOR THE MAINE STATE
BOARD OF NURSING

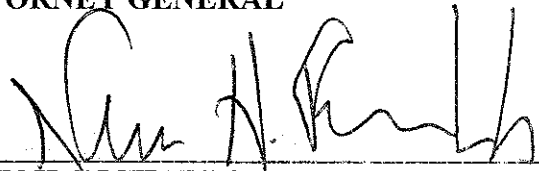
DATED: 10/29/09



MYRA A. BROADWAY, J.D., M.S., R.N.
Executive Director

FOR THE DEPARTMENT OF THE
ATTORNEY GENERAL

DATED: 11/4/09



JOHN H. RICHARDS
Assistant Attorney General