



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

PAUL R. LePAGE
 GOVERNOR

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

IN RE: Kimberly T. Groothand) **CONSENT AGREEMENT FOR**
 of Portland, Maine) **REINSTATEMENT OF LICENSE**
 License Nos. R047537 & P011460) **& PROBATION WITH CONDITIONS**

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Kimberly T. Groothand’s registered professional nurse (“RN”) license in the State of Maine. The parties to this Agreement are Kimberly T. Groothand (“Licensee” or “Ms. Groothand”), Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine. The Board met with Ms. Groothand on March 3, 2011 regarding her request for reinstatement of her RN license. The parties enter into this Agreement pursuant to 32 M.R.S. § 2105-A (1-A) (B) and 10 M.R.S. § 8003(5) (B).

FACTS

1. **License History:** Kimberly T. Groothand was originally licensed by the Board as a registered professional nurse on July 12, 2002; she was licensed as a licensed practical nurse in October, 1996. On March 25, 2005, she voluntarily surrendered her RN and LPN licenses and sought and received treatment for substance abuse addiction. The March 25, 2005 Consent Agreement is attached hereto, incorporated herein and marked as Exhibit A. In addition to attending Mercy’s Intensive Outpatient Program, she has actively participated in various self-help programs. She currently attends AA, plans to participate in the Caduceus Group at Mercy, and has contacted the case manager at the Medical Professionals Health Program.
2. The Board has determined that Ms. Groothand has made significant progress in her recovery, thus warranting reinstatement of her RN license.

AGREEMENT

3. Kimberly T. Groothand’s license as a registered professional nurse in the State of Maine is reinstated on probationary status with conditions. The period of probation will commence upon Ms. Groothand’s return to nursing practice and will be for a period of five (5) years, to be effective only while she is employed in nursing practice or enrolled in a nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Groothand performs nursing services. Her probationary license will be subject to the following conditions:
 - a. Kimberly T. Groothand shall fully comply with the probationary conditions of this Agreement 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. Kimberly T. Groothand will notify the Board in writing within five business days of any change in 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. Groothand’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.
 - c. Kimberly T. Groothand will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from her health care provider(s) who are aware of her substance abuse history.



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- d. Kimberly T. Groothand must enroll in the Medical Professionals Health Program (“MPHP”) and continue in her treatment programs to such an extent and for as long as her treatment providers recommend; she will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers and such reports shall continue until her probation is terminated. If Ms. Groothand’s treatment is terminated during her probation, she shall notify the Board and provide written documentation.
 - e. Kimberly T. Groothand’s nursing 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.
 - f. Kimberly T. Groothand 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. Kimberly T. Groothand will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer and/or clinical faculty regarding her general nursing practice, which is to include clinical competency, safe medication administration and related documentation.
 - h. Kimberly T. Groothand agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the five (5) year probationary period, until and unless the Board, at her written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Groothand has complied with the provisions of this Agreement.
4. Kimberly T. Groothand agrees and understands that the Board and the Office of the Attorney General shall have access to any and all medical records and all otherwise confidential or medically privileged information pertaining to her evaluation for a substance abuse problem and any recommended treatment which the Board deems necessary to evaluate her compliance with the Agreement. Ms. Groothand 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 evaluation, counseling and employment as may be requested by the Board.
 5. If Ms. Groothand violates the conditions of her probation, the Board will give written notice to her regarding her failure to comply. Notice will be sent 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. § 8003 and Title 32 M.R.S. § 2105-A.
 6. Kimberly T. Groothand 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, it will be immediately forwarded to Ms. Groothand for response. Ms. Groothand understands and agrees that in such an event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within sixty (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 Office 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 Office of the Attorney General, Ms. Groothand’s license will be immediately reinstated retroactive to the date of suspension.

7. 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. Groothand "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. Groothand understands and agrees that this Agreement is applicable to her multistate licensure privilege, if any, to practice nursing in compact states.

IT IS FURTHER AGREED that while Ms. Groothand license is subject to this Agreement, she will not work outside the State of Maine pursuant to a multistate licensure privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the Party state in which the Licensee wishes to work.

8. This Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.
9. Kimberly T. Groothand understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
10. Kimberly T. Groothand affirms that she executes this Agreement of her own free will.
11. Modification of this Agreement must in writing and signed by all parties.
12. This Agreement is not subject to review or appeal by Ms. Groothand, but may be enforced by an action in the Superior Court.
13. This Agreement becomes effective upon the date of the last necessary signature below.

I, KIMBERLY T. GROOTHAND, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY REGISTERED PROFESSIONAL NURSE AND LICENSED PRACTICAL NURSE LICENSES. 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: 4/20/11


KIMBERLY T. GROOTHAND

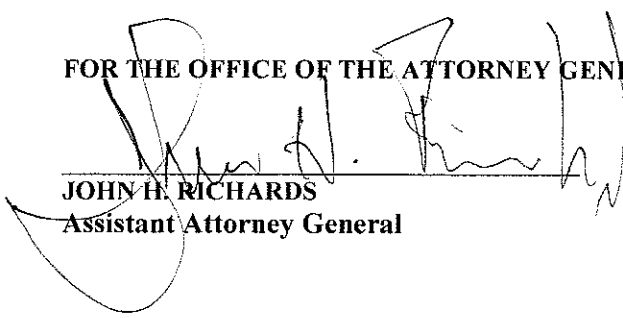
FOR THE MAINE STATE BOARD OF NURSING

DATED: 4/22/11


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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 4/22/11


JOHN H. RICHARDS
Assistant Attorney General



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STATE'S EXHIBIT
 A
 PENEGAD 800-631-6989

JOHN ELIAS BALDACCI
 GOVERNOR

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

IN RE: **KIMBERLY T. GROOTHAND**) **CONSENT AGREEMENT**
 of Portland, Maine) **FOR VOLUNTARY**
 License #R047537 & #P011460) **SURRENDER OF LICENSE**

INTRODUCTION

This document is a Consent Agreement regarding Kimberly T. Groothand's license to practice registered professional nursing and practical nursing in the State of Maine. The parties enter into this Agreement pursuant to 32 M.R.S.A. § 2105-A(1-A)(C) and 10 M.R.S.A. § 8003(5)(B), (5)(D). The parties to this Consent Agreement are Kimberly T. Groothand ("Licensee"), Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine. The parties reached this Agreement on the basis of Ms. Groothand's offer to voluntarily surrender her license.

FACTS

1. Kimberly T. Groothand has been licensed as a registered professional nurse to practice in Maine since 2002 and as a practical nurse since 1996.
2. Kimberly T. Groothand was employed during August and September 2004 at Seaside Rehabilitation & Health Care Center ("Seaside") located in Portland, Maine.
3. The Board received two provider reports from Seaside dated September 10, 2004 and November 3, 2004, regarding its internal investigation concerning medical errors/discrepancies in the medication administration of Ms. Groothand, a registered professional nurse employed at their facility. Based on the information provided by Seaside as of November 4, 2004, the Board finds that the information provided supports the conclusion that Ms. Groothand diverted controlled medications, for her own use, including Fentanyl patches, Oxycodone, Hydrocodone, MS04 IM and Ambien from Seaside during the months of August and September of 2004.
4. In lieu of an adjudicatory hearing and to resolve this matter, Kimberly T. Groothand has offered to voluntarily surrender her registered professional nurse license and practical nurse license, and enter into this Consent Agreement, without admitting any wrongdoing or liability.



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<http://www.maine.gov/boardofnursing/>

AGREEMENT

5. The Maine State Board of Nursing will accept Kimberly T. Groothand's voluntary surrender of her licenses.
6. Kimberly T. Groothand understands that this document imposes discipline regarding her license to practice registered professional nursing and practical nursing in the State of Maine under 32 M.R.S.A. § 2105-A(2)(A), (2)(B), (2)(F), (2)(H) and Chapter 4, sections 1(A)(1), 1(A)(2), (A)(6) and Chapter 4, sections 3(K), 3(P) and 3(Q) of the Rules and Regulations of the Maine State Board of Nursing.
7. Kimberly T. Groothand agrees and understands that her license will remain on surrender status and subject to the terms of this Consent Agreement indefinitely until and unless the Board, at Ms. Groothand's written request, votes to reinstate Ms. Groothand's license. Ms. Groothand agrees and understands that if the Board reinstates her license, it will be for a probationary period.
8. Kimberly T. Groothand understands that this document is a Consent Agreement that affects her rights to practice registered professional nursing and practical nursing in Maine. Ms. Groothand understands that she does not have to execute this Consent Agreement and that she has the right to consult with an attorney before entering the Consent Agreement.
9. Kimberly T. Groothand shall not work or volunteer, in any capacity, for a health care provider as defined by Title 24 M.R.S.A. § 2502 (2) or in any position holding herself out as a registered professional nurse or with the designation, R.N., or as a licensed practical nurse or with the designation, L.P.N., including, in a veterinarian's office, while her nursing license is surrendered. In addition, Ms. Groothand is not to seek employment where the handling or dispensing of drugs is part of the job responsibility.
10. If Ms. Groothand fails to meet any of the obligations of this Consent Agreement, 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.
11. Modification of this Consent Agreement must be in writing and signed by all parties.
12. This Consent Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
13. Kimberly T. Groothand affirms that she executes this Consent Agreement of her own free will.

Consent Agreement for Voluntary Surrender of License
Kimberly T. Groothand
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14. This Consent Agreement becomes effective upon the date of the last necessary signature below.

I, KIMBERLY T. GROOTHAND HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.

DATED: 3/21/05

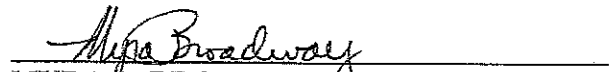

KIMBERLY T. GROOTHAND

DATED: 3/24/05


RONALD W. SCHNEIDER, JR, ESQ.
Attorney for Kimberly T. Groothand

FOR THE MAINE STATE
BOARD OF NURSING

DATED: April 4, 2005


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

FOR THE OFFICE OF
THE ATTORNEY GENERAL

DATED: 3/25/05


JOHN H. RICHARDS
Assistant Attorney General