



Paul R. LePage
GOVERNOR

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

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

IN RE: TANYA M. MARQUIS
of Glenburn, ME
License No. RN41386

**CONSENT AGREEMENT TO
REINSTATE LICENSE ON PROBATION**

Case No. 2012-96

INTRODUCTION

Pursuant to Title 32, Chapter 31, the Maine State Legislature endowed the Board with the power and duty to regulate the practice of nurses licensed by the Board, including issuing licenses and investigating complaints. Pursuant to 10 M.R.S. §8008, the Legislature provided that the sole purpose of the Board is to "protect the public health and welfare" and that "other goals or objectives may not supersede this purpose."

This document is a Consent Agreement that grants a probationary license to practice registered professional nursing in the State of Maine to Tanya M. Marquis. The parties to this Agreement are Tanya Marquis ("Ms. Marquis" or "Licensee"), Maine State Board of Nursing ("the Board") and the Office of the Attorney General, State of Maine. The parties enter into this Agreement pursuant to 32 M.R.S. §2105 A(1-A)(B) and §8003(5)(B).

FACTS

1. Licensing History. Tanya M. Marquis has been licensed to practice as an RN in Maine since July 28, 1997. On May 28, 2002, Ms. Marquis entered into a Consent Agreement with the Board in which she surrendered her nursing license following drug diversion for her own personal use. On June 26, 2003, Licensee entered into a Consent Agreement with the Board which reinstated her license under probationary conditions for a period of three (3) years. This period of probation was extended an additional year subsequent to Licensee's failure to comply with requirements of her treatment program. On March 24, 2009, Ms. Marquis's license probation was terminated.

Following the Board's September 24, 2012 Order of ~~Suspension to Licensee~~ regarding her working while impaired, the parties entered into a Consent Agreement in which Ms. Marquis surrendered her nursing license on October 18, 2012.

2. On July 22, 2013 Ms. Marquis wrote the Board requesting a meeting to discuss reinstatement of her license. Upon request and receipt of additional documentation, the Board met with Licensee on December 4, 2013 and discussed her rehabilitation. At the conclusion of the meeting, the Board believed that sufficient rehabilitation had been demonstrated and voted to offer Ms. Marquis a consent agreement that would allow reinstatement of her license, but on a probationary basis in order to protect the public.



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OFFICES LOCATED AT: 161 CAPITOL ST., AUGUSTA, ME
<http://www.maine.gov/boardofnursing/>

CONDITIONS

3. Licensee admits to the facts stated above and acknowledges that the Board has the discretion to grant or deny her request for reinstatement of her RN license pursuant to the 2012 Consent Agreement. Ms. Marquis acknowledges that her prior disciplinary and substance abuse history constitutes sufficient reasonable grounds for the Board to grant reinstatement of her RN license pursuant to this Consent Agreement on Probation.
4. Ms. Marquis agrees that unless this Agreement is modified in writing by all of the parties hereto, her license to practice as a registered professional nurse shall be probationary for the next five (5) years following the execution of this Agreement and her license will be subject to the following conditions:
 - a) Nurse Supervisor. Ms. Marquis's nursing employment is restricted during the period of probation to structured settings with on-site supervision by another registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, home health care, school nursing, work as a travel nurse, or within the correctional system. The nurse supervisor must be in direct contact with Ms. Marquis (i.e., physically on site) and be able to, at all times, observe her nursing performance. The nurse supervisor shall inform the Board if Ms. Marquis demonstrates any issues with regard to inappropriate decision-making, ability to concentrate, absenteeism, drug diversion, narcotic administration/documentation or any other concerns. In addition, the nurse supervisor shall provide the Board with a written report regarding Ms. Marquis's nursing performance every three (3) months following the execution of this Agreement. It is Ms. Marquis's responsibility to ensure that these reports are provided to the Board in a timely manner.
 - b) Treatment Provider Reports. Licensee will completely abstain from the use of alcohol or drugs with the exception of substances used in accordance with a valid prescription from her health care treatment providers who are aware of her history. In addition, she will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers and AA sponsor and such reports shall continue until her probation is terminated. If treatment is terminated during her probation, she shall notify the Board and provide written documentation.
 - c) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Marquis shall provide a copy of this Agreement to any nursing employers or potential nursing employers, and to any jurisdiction in which she holds or seeks a nursing license.
 - d) Contact Address/Change of Contact Address – Notification Requirement. Ms. Marquis shall provide the Board with a current address at which she may be contacted by the Board. She shall inform the Board in writing within 15 days of any change of her contact information.
 - e) Employment Change – Notification Requirement. Licensee will notify the Board in writing within five (5) business days of any change in her nursing employment and/or

enrollment in a nursing education program. Notice under this section shall include the place and position of employment and/or the nursing educational program.

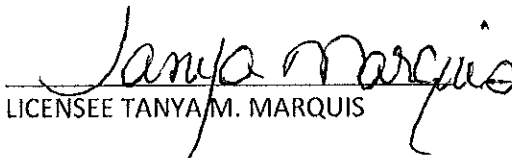
- f) Nursing Employment Restrictions. The State of Maine is a “party state” that has adopted the Nurse Licensure Compact (“Compact”), which is set out in Chapter 11 of the Board Rules. The State of Maine is Ms. Marquis’s “home state” of licensure and primary state of residence, which means that she has declared the State of Maine as her fixed permanent and principal home for legal purposes relating to 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. Marquis understands and agrees that this Agreement is applicable to her multi-state licensure privilege, if any, to practice nursing in Compact states.

IT IS FURTHER AGREED that while Ms. Marquis’s license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the party state in which she wishes to work.

5. Violation of any of the terms or conditions of this Agreement by Ms. Marquis shall constitute grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
6. In accordance with this Agreement and pursuant to 10 M.R.S. §8003(5)(B), the Board and Ms. Marquis agree that the Board has the authority to issue an order modifying, suspending, and/or revoking her license in the event that she fails to comply with any of the terms or conditions of this Agreement.
7. In the event that Ms. Marquis is alleged to have violated any condition of her probation, the Board will give written notice to her regarding her failure to comply, sent to the last known address that is on file with the Board. Ms. Marquis shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review Ms. Marquis’s response to determine what action, if any, it will take. **If Licensee fails to timely respond to the Board’s notification regarding noncompliance, her license may be immediately suspended** pending a hearing at the next scheduled Board meeting. If after notice and hearing, the Board finds that the Ms. Marquis has failed to meet probationary conditions, the Board may take any disciplinary action that it deems appropriate and impose any of the sanctions including, but not limited to, that found in 10 M.R.S. §8003 and 32 M.R.S. §2105-A.
8. This Agreement is not appealable and is effective until modified or rescinded by the parties to this Agreement. This Agreement cannot be modified orally. It can only be modified by writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Ms. Marquis may file a written request, together with any supporting documentation, to modify the terms and conditions of this Agreement. The Board retains the sole discretion to: (a) deny Ms. Marquis’s request; (b) grant Ms. Marquis’s request; and/or (c) grant Ms. Marquis’s request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Ms. Marquis’s request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.

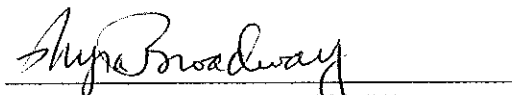
9. The Board and the Attorney General may communicate and cooperate regarding Ms. Marquis's practice or any other matter relating to this Agreement.
10. This Agreement is a public record within the meaning of 1 M.R.S. §402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. §408-A.
11. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
12. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
13. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
14. Ms. Marquis acknowledges by her signature hereto that she has read this Agreement, that she has had an opportunity to consult with an attorney before executing this Agreement, that she has executed this Agreement of her own free will and that she agrees to abide by all the terms and conditions set forth in this Agreement.

Dated: 1/15/14



LICENSEE TANYA M. MARQUIS
FOR THE MAINE STATE
BOARD OF NURSING

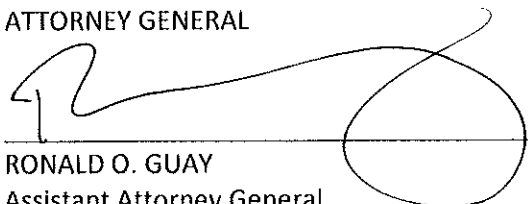
Dated: 1/21/14



MYRA A. BROADWAY, JD, MS, RN
Executive Director

FOR THE OFFICE OF THE
ATTORNEY GENERAL

Dated: 1/22/14



RONALD O. GUAY
Assistant Attorney General