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GOVERNOR

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

KIM ESQUIBEL, PhD, M.S.N., R.N.
EXECUTIVE DIRECTOR

IN RE: DAWN M. AKERLEY, RN)
of Corinth, ME)
License No. RN49773)

CONSENT AGREEMENT
FOR REINSTATEMENT
ON PROBATION

Complaint No. 2013-140

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 ("Agreement") regarding Dawn M. Akerley's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Dawn M. Akerley ("Ms. Akerley"), the 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 10 M.R.S. §§8003 (5) (A-1) (4) and 8003 (5) (B) in order to resolve Complaint No. 2013-140.

FACTS

1. Dawn M. Akerley was first licensed to practice as an RN in Maine by examination on May 27, 2004.
2. On May 10, 2013, the Board received Ms. Akerley's 2013-2015 Registered Professional Nurse Application for License Renewal. On her application, Ms. Akerley answered "Yes" to the question "Within the past five (5) years have you been addicted to and/or treated for the use of alcohol or any other drugs?" With her application, Ms. Akerley included a detailed description of her admission to Community Health & Counseling Services, as well as her treatment plan, which included participation in Alcoholics Anonymous and weekly therapy sessions.
3. Following review at its June 12-13, 2013 meeting, the Board voted to approve Ms. Akerley's renewal application; however, the Board requested to meet with her in an Informal Conference.
4. On July 18, 2013, Ms. Akerley was notified by mail that she would be scheduled for an informal conference with a subcommittee of the Board at its July 30, 2013 meeting.
5. On July 23, 2013, Ms. Akerley contacted Board staff to reschedule the informal conference, stating that she was currently in a 30-day substance abuse program out of state.
6. On January 22, 2014, Board staff contacted Ms. Akerley to reschedule the informal conference, at which time she disclosed two relapses as well as an Operating Under the Influence charge in October 2013. She was convicted of Operating Under the Influence (Class D) on December 4, 2013.

In lieu of rescheduling the informal conference, Ms. Akerley requested to surrender her nursing license until she was strong in recovery and had a solid support network in place.

7. On March 27, 2014, the Board entered into a Consent Agreement for Voluntary Surrender with Ms. Akerley.
8. On March 23, 2016, the Board met with Ms. Akerley to review her January 21, 2016 request for reinstatement and to further ascertain whether Ms. Akerley was sufficiently rehabilitated. She demonstrated that she has been sufficiently rehabilitated to warrant the public trust. After careful consideration, the Board agreed to reinstate Ms. Akerley's nursing license on probation for five (5) years.



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

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AGREEMENT

9. As consideration for reinstatement of her nursing license, Dawn M. Akerley 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 five (5) years, effective only while she is employed in nursing and/or enrolled in a nursing education program, following the execution of this Agreement and subject to the following conditions:
- a) Substance-Free Requirements. Ms. Akerley 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.
 - b) Nurse Supervisor. Ms. Akerley'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, home health care, school nursing, work as a travel nurse, or within the correctional system.
 - c) Treatment Provider Reports. Ms. Akerley will sign a monitoring contract with the Medical Professionals Health Program ("MPHP") (or a similar monitoring program) and continue aftercare with her treatment program(s) to such an extent and as long as her treatment provider(s) recommends. In addition, 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 treatment is terminated during her probation, she shall notify the Board and provide written documentation.
 - d) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Akerley 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.
 - e) Current Contact Address/Change of Contact Address – Notification Requirement. Ms. Akerley shall provide the Board with a current address at which she may be contacted by the Board. Ms. Akerley shall inform the Board in writing within 15 days of any change of her contact address/information.
 - f) Employment Change – Notification Requirement. Ms. Akerley 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.
 - g) Privilege to Practice 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. Akerley'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. Akerley understands and agrees that this Agreement is applicable to her multi-state licensure privilege to practice nursing in Compact states.
- IT IS FURTHER AGREED that while Ms. Akerley'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.
10. Ms. Akerley agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement for five (5) years of active nursing employment and/or enrollment in a nursing education program. After five (5) years of active nursing employment and/or enrollment in a nursing education program, this Agreement shall automatically terminate and Ms. Akerley's license will be unencumbered.

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11. Violation of any of the terms or conditions of this Agreement by Ms. Akerley shall constitute unprofessional conduct and shall be grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
12. Ms. Akerley understands and agrees that if the Board receives reasonably reliable information suggesting that she has not remained substance-free in accordance with this Agreement, her license may be immediately and automatically suspended pending further review by the Board. In the event the Board receives such information, it will be immediately forwarded to Ms. Akerley for response. She understands and agrees that in such an event, her license shall remain suspended pending a hearing, which will be held within 60 days of the automatic suspension.
13. In the event Ms. Akerley is alleged to have violated any conditions of her probation, except the conditions set forth in paragraph 9(a), 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. Akerley 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. Akerley's timely response to determine what action, if any, it will take. If Ms. Akerley fails to timely respond to the Board's notification regarding noncompliance, her license may be immediately suspended pending hearing at the next regularly scheduled Board meeting. If after notice and hearing, the Board finds that Ms. Akerley 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, those found in 10 M.R.S. §8003 and 32 M.R.S. §2105-A.
14. 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. Akerley 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. Akerley's request; (b) grant Ms. Akerley's request; and/or (c) grant Ms. Akerley'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. Akerley's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
15. The Board and the Attorney General may communicate and cooperate regarding Ms. Akerley's practice or any other matter relating to this Agreement.
16. 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.
17. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB).
18. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
19. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
20. Ms. Akerley 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.
21. Ms. Akerley's license will be reinstated upon final execution of this Agreement and upon her satisfaction of all other license reinstatement requirements.

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DATED: 4.6.16
4.6.16

Dawn-Marie Akerley
Dawn Marie Akerley
DAWN M. AKERLEY, RN

FOR THE MAINE STATE BOARD OF NURSING

DATED: 4/8/16

Kim Esquibel
KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 4/11/16

Katie Johnson
KATIE JOHNSON
Assistant Attorney General