



Paul R. LePage
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: ANN MARIE ANGLIN)
of Stockton Springs, ME)
License No. LPN13775)

CONSENT AGREEMENT
FOR
PROBATION

Case 2015-240

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 Ann Marie Anglin’s Application for License by Endorsement as a Licensed Practical Nurse (“LPN”) in the State of Maine. The parties to this Agreement are Ann Marie Anglin (“Applicant” or “Ms. Anglin”), 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 (B) in order to resolve Case 2015-240.

FACTS

1. On June 10, 2015, the Board received Ann Marie Anglin’s Application for Licensure as a Licensed Practical Nurse by Endorsement, on which she disclosed criminal convictions for Driving While Intoxicated on March 6, 2008 and July 8, 2011 in the State of New York. Her second DWI was punishable by more than one year in prison.

On August 14, 2015, the Board issued the Applicant a temporary license which allowed her to practice in the State of Maine for ninety days while her application was prepared for review by the Board.

- 2. Following review at its November 5, 2015 meeting the Board voted to approve her application for licensure by endorsement upon execution of a Consent Agreement for Probation.
- 3. Absent Applicant’s acceptance of this Agreement by signing, dating, and returning it to the Maine State Board of Nursing, 158 State House Station, Augusta, Maine 04333-0158 on or before **December 10, 2015**, the Board may take further action. In the absence of an agreement on Complaint 2015-240, the Board could impose, subsequent to adjudicatory proceedings, greater adverse action on this matter including fines, suspension or revocation of Applicant’s license.

AGREEMENT

4. Ann Marie Anglin admits to the Facts as stated above and admits that such conduct constitutes grounds for the Board to impose discipline against her Maine nursing license under the following laws and regulations:

32 M.R.S. § 2105-A(2)(B). Misuse of alcohol, drugs or other substances that has resulted or may result in the licensee performing services in a manner that endangers the health or safety of patients.

32 M.R.S. § 2105-A(2)(F). Unprofessional conduct. A licensee is considered to have engaged in unprofessional conduct if the licensee violates a standard of professional behavior that has been established in the practice for which the licensee is licensed.

5 M.R.S. § 5301(2)(d). Convictions for which incarceration for one year or more may be imposed.



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

PHONE: (207) 287-1133

FAX: (207) 287-1149

5. As consideration for granting approval for licensure, Applicant agrees that, unless this Agreement is modified in writing by all of the parties hereto, her license to practice as a licensed practical nurse shall be probationary for six (6) months of nursing employment following the execution of this Agreement and subject to the following conditions:
- a) Employment Restriction. Ms. Anglin is currently employed by Home, Hope & Healing and she agrees to limit her nursing practice to this employer. Prior to accepting any other employment where she will be practicing under her Maine nursing license, Ms. Anglin must request a modification or termination of her probation.
 - b) Quarterly Reports. Ms. Anglin shall arrange for and ensure the timely submission to the Board of quarterly reports from her supervisor. The nurse supervisor shall inform the Board if Ms. Anglin demonstrates any issues with regard to inappropriate decision-making, medication administration/documentation or any other concerns. The supervising nurse shall report such information to the Board in writing within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor shall provide the Board with a written report regarding Ms. Anglin's nursing performance every three (3) months following the execution of this Agreement. It is Ms. Anglin's responsibility to ensure that these reports are provided to the Board in a timely manner.
 - c) Treatment Provider Reports. Ms. Anglin 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. She will remain in compliance with treatment programs to such an extent and as long as her treatment providers recommend. In addition, she will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers and/or sponsors 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) Additional Documentation. Ms. Anglin will, prior to requesting probation termination, obtain a final disposition, and all relevant documentation, from the New York State Board of Nursing, stating the Board's decision in regards to her disclosure of the 2008 and 2011 convictions. Ms. Anglin will submit letters of reference from her most recent employer. She will make every effort possible to submit letters of reference from coworkers and previous supervisors, as well as copies of previous performance evaluations and any documentation relating to her work ethic.
 - e) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Anglin shall provide a copy of this Agreement to any nursing or potential nursing employers, and to any jurisdiction in which she holds or seeks a nursing license.
 - f) Contact Address/Change of Contact Address – Notification Requirement. Ms. Anglin shall provide the Board with a current address at which she may be contacted by the Board. Ms. Anglin shall inform the Board **in writing within 15 days** of any change of her contact information.
 - g) Employment Change – Notification Requirement. Ms. Anglin 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.
 - h) 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. Anglin'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. Anglin 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. Anglin'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.

6. Applicant agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement 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 she has complied with the provisions of this Agreement. **If the Applicant fails to meet the probationary conditions and/or fails to request probation termination within six (6) months of the execution of this Agreement, her license will be automatically REVOKED.**
7. Violation of any of the terms or conditions of this Agreement by Ms. Anglin shall constitute grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
8. Applicant 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 the Ms. Anglin 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.
9. In the event that Ms. Anglin 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. Anglin 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. Anglin's response to determine what action, if any, it will take. **If Ms. Anglin 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 Ms. Anglin 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.
10. 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 be modified only in writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Ms. Anglin 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. Anglin's request; (b) grant Ms. Anglin's request; and/or (c) grant Ms. Anglin'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. Anglin's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court. Ms. Anglin agrees to meet in person with the Board regarding her request to terminate probation or to otherwise modify the Agreement.
11. The Board and the Attorney General may communicate and cooperate regarding Ms. Anglin's practice or any other matter relating to this Agreement.
12. 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.
13. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
14. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
15. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.

16. Applicant 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.
17. Applicant's LPN license will be issued upon final execution of this Agreement.


DATED: 11/10/2015



APPLICANT ANN MARIE ANGLIN

FOR THE MAINE STATE BOARD OF NURSING


DATED: 11/15/2015



KIM ESQUIBEL, PH.D., MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 11/13/15



LAUREN LAROCHELLE
Assistant Attorney General