



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

PAUL R. LEPAGE  
 GOVERNOR

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

IN RE: LISA D. AUSTIN, RN  
 of Sanford, ME  
 License No. RN67052

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INTERIM  
 CONSENT AGREEMENT

Complaint 2015-287

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 an Interim Consent Agreement (“Agreement”) regarding Lisa D. Austin’s license as a registered professional nurse (“RN”) in the State of Maine. The parties to this Agreement are Lisa D. Austin (“Ms. Austin”), 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), 10 M.R.S. § 8003(5)(A-1)(2), and 10 M.R.S. § 8003(5)(B) in order to provide an interim resolution to Complaint 2015-287.

FACTS

1. Lisa D. Austin was first licensed to practice as an RN in Maine by endorsement on August 31, 2015.
2. The State of Maine and the State of New Hampshire are “party states” that have adopted the Nurse Licensure Compact (“Compact”), which is set out in Chapter 11 of the Board Rules. The State of Maine is Ms. Austin’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. At all times relevant herein, Ms. Austin was using her multi-state privilege to practice under the Compact in New Hampshire.
3. On December 17, 2015, the Board received a report from Portsmouth Regional Hospital alleging that Ms. Austin was impaired while working on December 10, 2015. As a result of receiving this information, the Board initiated a complaint against Ms. Austin’s Maine nursing license; Board staff docketed the Complaint as 2015-287.
4. On March 23, 2016, the Board met and summarily suspended Ms. Austin’s license to practice as an RN as a result of Board Complaint 2015-287, as referenced in the “Order of Immediate Suspension of License as a Registered Professional Nurse,” effective March 23, 2016.
5. The Board is now prepared to initiate the process for considering whether it should take further action against Ms. Austin’s nursing license.
6. Ms. Austin desires to continue the suspension of her Maine RN license for two (2) months to allow her sufficient time to address her personal health.
7. Absent Ms. Austin’s acceptance of this Agreement by signing and returning it to the Maine State Board of Nursing, 158 State House Station, Augusta, Maine 04333-0158 on or before May 11, 2016, the Board will initiate the process for considering whether it should take further action against Ms. Austin’s nursing license.



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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


### AGREEMENT

8. By signing this Interim Consent Agreement, Ms. Austin waives any and all objections to, and hereby consents to the presentation of this proposed Interim Consent Agreement to the Board for possible ratification. Ms. Austin waives any arguments of bias or otherwise against any of the Board members in the event that the Board ratifies or fails to ratify this proposed Interim Consent Agreement.
9. Ms. Austin admits to the Facts as stated above and agrees to an immediate **VOLUNTARY SUSPENSION** of her nursing license effective upon final execution of this Agreement, which voluntary suspension shall remain in effect for two (2) months.
10. As consideration for Ms. Austin's acceptance of this immediate suspension, the Board agrees to postpone any other disciplinary action against her nursing license until the sooner of the following eventualities: (a) the date the voluntary suspension expires; (b) the date of an informal conference before the Board; or (c) in accordance with the provisions of Paragraph 11 of this Agreement.
11. Upon request of either party to this Agreement and notice to the other party, the Board will reinstate the process for considering whether it should take action against Ms. Austin's nursing license. The Board, however, will not, without the consent of Ms. Austin, set the matter for an adjudicatory hearing sooner than sixty (60) days after notice under this paragraph to Ms. Austin.
12. Ms. Austin agrees that her failure to comply with any of the terms or conditions of this Agreement shall constitute grounds to take additional adverse action against her nursing license, including suspension or revocation.
13. Ms. Austin waives her right to a hearing before the Board or any court regarding all findings, terms, restrictions, and conditions of this Agreement.
14. This Agreement is not appealable and is effective for two (2) months from the date of final execution of this Agreement unless otherwise modified or terminated in writing. Nothing in this paragraph shall be deemed a waiver of Ms. Austin's rights under rule, statute, or the Maine or U.S. Constitutions to appeal a decision or action taken by the Board subsequent to the execution of this Agreement, including a revocation of her nursing license or other disciplinary action, except as Ms. Austin has agreed herein.
15. The Board and the Attorney General may communicate and cooperate regarding Ms. Austin'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. Austin 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.


[Signature page to follow]

I, Lisa D. Austin, have read and understand the foregoing Interim Consent Agreement. I understand that by signing this Interim Consent Agreement, I waive certain rights, including a right to a hearing. I sign this Interim Consent Agreement voluntarily, without any threat or promise. I understand that this Interim Consent Agreement contains the entire agreement between the Board and me, and that there is no other agreement of any kind, verbal, written, or otherwise.

DATED: 5/5/16

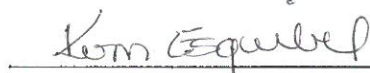
  
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LICENSEE LISA D. AUSTIN, RN

DATED: 5/12/16

  
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RONALD W. SCHNEIDER, JR., ESQ.  
Attorney for Lisa D. Austin


FOR THE MAINE STATE BOARD OF NURSING

DATED: 5/16/2016

  
\_\_\_\_\_  
KIM ESQUIBEL, PhD, MSN, RN  
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 5/23/16

  
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KATIE JOHNSON  
Assistant Attorney General