



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: REBECCA E. WOOD)
of Windsor, ME)
License RN39870)

CONSENT AGREEMENT
FOR REINSTATEMENT
ON PROBATION

Complaints 2011-229 & 2012-3

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 Rebecca E. Wood's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Rebecca E. Wood ("Licensee" or "Ms. Wood"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine. The Board met with Licensee on September 4, 2013. The parties enter into this Agreement pursuant to 32 M.R.S. §2105-A (1-A)(B), 10 M.R.S. §§8003 (5)(A-1)(4) and 8003 (5)(B) in order to reinstate the Licensee's license on a probationary basis.

FACTS

1. Licensee was first licensed to practice as an RN in Maine on June 17, 1996.
2. Licensee admitted to the diversion of scheduled narcotics on or about April 26, 2011 while employed at Mount Saint Joseph Nursing Home. The case was investigated by the Waterville Police Department and on January 3, 2012, Licensee pled guilty to Unlawful Possession of Scheduled Drug (Class D) in Augusta Superior Court.
3. On March 7, 2012, Licensee entered into a Consent Agreement with the Board in which she voluntarily surrendered her nursing license.
4. On July 19, 2013, Ms. Wood petitioned the Board for license reinstatement.
5. On September 4, 2013, Ms. Wood appeared before the Board and was questioned about her rehabilitation, her ability to practice safely and the insights that she had developed in order to prevent a reoccurrence of issues related to diversion and potential substance abuse.
6. Upon examination of the Licensee, the Board felt that commendable rehabilitation had occurred, but that license reinstatement would be offered with a period of two years' probation to include supervised practice in order to protect the public.

AGREEMENT

7. Licensee admits to the Facts as stated above and desires to receive a probationary license related to her practice as a registered professional nurse.



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

8. Licensee 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 two (2) years following the execution of this Agreement and her license will be subject to the following conditions:

- a) Nurse Supervisor. Licensee'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 Licensee (i.e., physically present) and be able to, at all times, observe her nursing performance. The nurse supervisor shall inform the Board if Licensee demonstrates any issues with regard to inappropriate decision-making, medication administration/documentation, ability to concentrate, absenteeism, incompetence, unprofessionalism or any other concerns. The supervising nurse shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. In addition, the supervising nurse shall provide the Board with a written report regarding Licensee's nursing performance every three (3) months following the execution of this Agreement. It is Licensee's responsibility to ensure that these reports are provided to the Board in a timely manner.


- b) Notification to Nursing Employers/Potential Employers/Licensing Jurisdictions. Licensee 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.
- c) Contact Address/Change of Contact Address – Notification Requirement. Licensee shall provide the Board with a current address at which she may be contacted by the Board. Licensee shall inform the Board in writing within 15 days of any change of her contact information.
- d) 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.
- e) 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 Licensee'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. Licensee 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 Licensee'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.

9. Violation of any of the terms or conditions of this Agreement by Licensee shall constitute grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.

10. Pursuant to 10 M.R.S. §8003(5)(B) the Board and Licensee 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.
11. Unless otherwise specified by the terms and conditions of this Agreement, if Licensee is alleged to have violated any conditions 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. Licensee shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review the Licensee's response to determine what action, if any, it will take. **If the Licensee fails to timely respond to the Board's notification regarding noncompliance, her license may be immediately suspended** pending a hearing at the next regularly scheduled Board meeting. If after notice and hearing, the Board finds that the Licensee 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.
12. 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. Licensee 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 Licensee's request; (b) grant Licensee's request; and/or (c) grant Licensee's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Licensee's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
13. The Board and the Attorney General may communicate and cooperate regarding Licensee's practice or any other matter relating to this Agreement.
14. 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.
15. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
16. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
17. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
18. Licensee 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: 10-28-13



LICENSEE REBECCA E. WOOD

FOR THE MAINE STATE BOARD OF NURSING

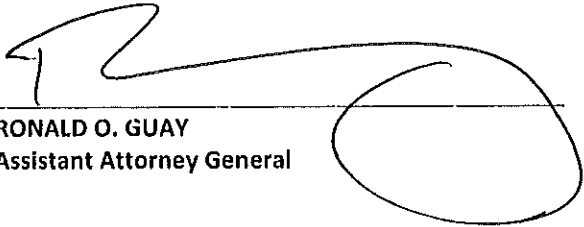
DATED: 11/12/13



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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 11/13/13



RONALD O. GUAY
Assistant Attorney General

Effective Date: 11/13/13