



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

PAUL R. LePAGE
 GOVERNOR

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

IN RE: **PATRICIA L. WRIGHT, LPN**) **CONSENT AGREEMENT**
 of Cape Porpoise, ME) **FOR LICENSE PROBATION**
 License No. P003358) **WITH CONDITIONS**

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Patricia L. Wright’s license as a licensed practical nurse in the 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) (B). The parties to this Agreement are Patricia L. Wright (“Licensee” or “Ms. Wright”), Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine. An informal conference was held on January 7, 2011; the parties reached this Agreement on the basis of a Board Complaint dated September 21, 2010, with an attached Provider Report from St. Andre Health Care (“St. Andre”) dated August 30, 2010, and supplemental information from St. Andre received by the Board via FAX on October 4, 2010.

FACTS

1. Patricia L. Wright has been a licensed practical nurse licensed to practice in Maine since October 1971.
2. Patricia L. Wright was terminated as a licensed practical nurse from St. Andre on August 20, 2010 due to substandard nursing care. Specifically, Ms. Wright exercised poor judgment in administering a late dosage of insulin to a patient without a physician’s order. The insulin was ordered for 8:00 a.m. and was administered at 5:00 p.m. In another instance, Ms. Wright put a patient at risk by taking the patient off oxygen although there was an order for a continuous flow of oxygen. The patient’s oxygen saturation dropped to 84% before it was reconnected by another nurse.
3. Ms. Wright’s behavior failed to conform to legal standards and accepted standards of the nursing profession, and such conduct is substantially related to the qualifications, functions or duties of a licensed practical nurse.
4. Patricia L. Wright wishes to resolve this matter by accepting this Agreement and thereby waives her right to an adjudicatory hearing.

AGREEMENT WITH CONDITIONS OF PROBATION

5. Patricia L. Wright agrees and understands that based upon the above-stated facts, this document imposes discipline regarding her practical nursing license. The grounds for discipline are under 32 M.R.S. § 2105-A (2) (F), (2) (H) and Chapter, 4(1) (A) (6), (1) (A) (8) and Chapter 4(3) (F) of the Rules and Regulations of the Maine State Board of Nursing. Specifically the violations are:
 - a. 32 M.R.S. § 2105-A (2) (F). Unprofessional Conduct. Ms. Wright engaged in unprofessional conduct because she violated a standard of professional behavior by failing to conform to legal standards and accepted standards of the nursing profession that has been established in the practice for which she is licensed. (See also Rule Chapter 4, Section 1.A.6.)
 - b. 32 M.R.S. § 2105-A (2) (H). A violation of this chapter or a rule adopted by the Board. (See also Rule Chapter 4, Section 1.A.8.)
 - c. Rule Chapter 4, Section 3. Unprofessional Conduct: *Nursing behavior which fails to conform to legal standards of the nursing profession, and which could reflect adversely on the health and welfare of the*



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public shall constitute unprofessional conduct and shall include, but shall not be limited to, the following:

- 1) Chapter 4, Section 3(F). Ms. Wright failed to follow policies and procedures designed to safeguard patients at St. Andre.
6. Patricia L. Wright's license as a licensed practical nurse in the State of Maine is placed on probationary status with conditions. The period of probation will be for a period of three (3) years, to be effective only while she is employed in nursing practice and/or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Wright performs nursing services. Her probationary license will be subject to the following conditions:
- a. Patricia L. Wright shall fully comply with the conditions of the probation in this Agreement and cooperate with the representatives of the Board in its monitoring and investigation of her compliance with probation. Ms. Wright shall inform the Board in writing within 15 days of any address change.
 - b. Patricia L. Wright's 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, school nursing, employment as a travel nurse, or within the correctional system.
 - c. Patricia L. Wright will notify the Board in writing within five business days of any change in any nursing employment and/or an educational program in the field of nursing. Notice under this section shall include the place and position of employment or the nursing educational program. If during the period of probation, Ms. Wright's employment as a nurse or her educational program in the field of nursing terminates, she shall notify the Board in writing within five business days after she is terminated or separated, regardless of cause, with a full explanation of the circumstances.
 - d. Patricia L. Wright will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Agreement and provide them with a copy of it.
 - e. Patricia L. Wright will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer and/or clinical faculty regarding her general nursing practice, which is to include clinical competency and her ability to follow policies and procedures relative to standards of practice and clinical documentation.
 - f. Patricia L. Wright agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the three (3) year probationary period, 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 Ms. Wright has complied with the provisions of this Agreement.
7. If Ms. Wright violates the conditions of her probation, the Board will give written notice to her regarding her failure to comply. The Licensee has 30 days from receipt of this notification to respond to the Board, in writing, regarding the alleged violation. The Board will review the Licensee's response to determine what action, if any, it determines to take. If the Licensee fails to timely respond to the Board's notification regarding her failure to comply, her license will be immediately suspended pending a hearing at the next regularly scheduled Board meeting. If after notice and a hearing, the Board finds that the Licensee has failed to meet the conditions of probation, the Board may take any disciplinary action which it deems appropriate and impose any of the sanctions including, but not limited to, that found in Title 10 M.R.S. § 8003 and Title 32 M.R.S. § 2105-A.
8. 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 Rules and Regulations of the Maine State Board of Nursing. The State of Maine is Ms. Wright'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 principle home for legal purposes; 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. Wright 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. Wright'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. 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.
10. Patricia L. Wright understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
11. Patricia L. Wright affirms that she executes this Agreement of her own free will.
12. Modification of this Agreement must in writing and signed by all the parties.
13. This Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
14. This Agreement becomes effective upon the date of the last necessary signature below.


I, PATRICIA L. WRIGHT, LPN, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY LICENSED PRACTICAL NURSE LICENSE. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY AND AGREE TO BE BOUND BY THIS AGREEMENT. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.

DATED: 2/17/2011


PATRICIA L. WRIGHT, LPN

FOR THE MAINE STATE
BOARD OF NURSING

DATED: Feb 17, 2011


MYRA A. BROADWAY, J.D., M.S., R.N.
Executive Director

FOR THE OFFICE OF
ATTORNEY GENERAL

DATED: 2/17/11


JOHN H. RICHARDS
Assistant Attorney General