



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: BECKY BATES, RN)
of Monmouth, ME)
License No. RN39912)

CONSENT AGREEMENT
FOR
PROBATION

Complaint 2014-37

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 Becky Bates' license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Becky Bates ("Licensee" or "Ms. Bates"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine. The Board met with the Licensee in an informal conference on June 5, 2014. 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).

FACTS

1. Licensee has been licensed to practice as an RN by examination since June 21, 1996.
2. On December 17, 2013, the Board learned of Licensee's arrest for driving while intoxicated from a Police Log in *The Lewiston Sun Journal*.

On February 12, 2014, the Board initiated a complaint against the Licensee's Maine nursing license; Board staff docketed the Complaint as 2014-37.

3. On February 12, 2014, the Board received Licensee's 2014-2016 RN license renewal application, along with a written explanation for her "YES" response to the question regarding any arrests or pending criminal charges. Licensee explained that she had been arrested on December 11, 2013 after consuming "a few drinks throughout the night." She stated that she sees a counselor, has contacted the Medical Professionals Health Program ("MPHP"), and has begun attending local AA meetings.
4. On February 25, 2014, the Board received notification from MPHP that Licensee had met with case managers for intake; recommendation was that Licensee meet with an independent evaluator for a comprehensive psychological evaluation.
5. On March 18, 2014, the Board received a copy of the December 12, 2013 arrest report from the Androscoggin Sheriff's Office and the January 10, 2014 Notice of Suspension issued to Licensee by the Bureau of Motor Vehicles. Licensee's intoxilyzer test result was .24%, three times the legal limit determined to be safe to operate a motor vehicle. A copy of this report was sent to Licensee on March 20, 2014 requesting she submit treatment provider reports, court documents, and proof of completion of the required Driver Education and Evaluation Program ("DEEP").
6. On May 15, 2014, the Board received Licensee's written response to Complaint 2014-37 admitting she used alcohol as a coping mechanism while dealing with personal family issues. She acknowledged that she must complete the DEEP, but since having her driver's license suspended has difficulty with transportation. She



PRINTED ON RECYCLED PAPER

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

further stated that after meeting with MPHP, she made an appointment for the recommended psychological evaluation, but had to cancel due to financial constraints.

Licensee included with her response documentation that her February 5, 2014 arraignment date for the Criminal Operating Under the Influence charge had been rescheduled, date undetermined; she also included a copy of her April 2014 job evaluation from Androscoggin Home Care & Hospice where she remains employed as a clinical supervisor, as well as a letter of reference from the Director of Hospice.

7. On June 5, 2014, the Board met in an informal conference with Licensee regarding Complaint 2014-37 and her request for RN license renewal.
8. Following the informal conference, the Board voted to offer Licensee a Consent Agreement which would allow her to continue her practice of nursing while addressing the concern of substance abuse and potential practice risks.
9. Absent Licensee'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 September 4, 2014**, the Board will take further action. In the absence of an agreement, the Board could impose subsequent to adjudicatory proceedings, findings beyond those contained above and also impose greater adverse action including fines, costs of the hearing, suspension or revocation of Licensee's license.

AGREEMENT

10. Licensee 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 as follows:

32 M.R.S. §2105-A (2)(B) by engaging in the 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) by engaging in unprofessional conduct that violates a standard of professional behavior that has been established in the practice for which the Licensee is licensed.

11. As discipline for the violations admitted to in paragraph 10 above, 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 five (5) years of nursing employment** following the execution of this Agreement and subject to the following conditions:

- a) **Nursing Employment Requirements**. With the exception of Licensee's current employment as a clinical supervisor at Androscoggin Home Care & Hospice, 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.
- b) The nurse supervisor must be in direct contact with the Licensee (i.e., physically on site) and be able to observe her nursing performance. The nurse supervisor shall inform the Board if Licensee demonstrates any issues with regard to inappropriate nursing judgment/decision-making, absenteeism, or any other concerns. The supervising nurse shall report such information to the Board within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor 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.

- c) Treatment Provider Reports. Licensee 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 provider(s) who are aware of her history. In addition, she will arrange for and ensure the submission of the MPHP recommended comprehensive psychological evaluation, as well as quarterly reports to the Board by treatment providers and AA sponsor(s); 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) 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.
- e) 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.
- f) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Licensee 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.
- 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 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.

- 12. Licensee 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 Licensee has complied with the provisions of this Agreement.
- 13. 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.
- 14. In accordance with this Agreement and 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.
- 15. In the event that Licensee 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. 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 Licensee’s response to determine what action, if any, it will take. **If Licensee fails to 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 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.

16. 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.
17. The Board and the Attorney General may communicate and cooperate regarding Licensee's practice or any other matter relating to this Agreement.
18. 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.
19. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
20. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
21. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
22. 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.

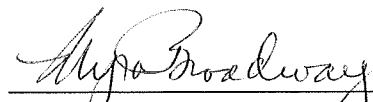
DATED: 9/1/14



LICENSEE BECKY BATES, RN

FOR THE MAINE STATE BOARD OF NURSING

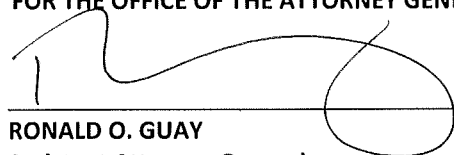
DATED: 9/4/14



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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 9/11/14



RONALD O. GUAY
Assistant Attorney General