



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

BEFORE THE MAINE STATE BOARD OF NURSING

IN THE MATTER OF LICENSE)	
LPN13320 ISSUED TO:)	
NICOLE DOTSON)	ORDER TERMINATING
)	PROBATION
To practice licensed practical)	
nursing in the State of Maine)	

WHEREAS, on **December 20, 2013**, License #LPN13320 issued to **Nicole Dotson** was placed on "probation" pursuant to 32 M.R.S. Section 2105-A (1-A); and

WHEREAS, on **December 11, 2014** the Board of Nursing duly considered all evidence presented to it concerning **Nicole Dotson's** compliance with the conditions of said probation; and

WHEREAS, the Board found that **Nicole Dotson** has completed all of the Order;

NOW, THEREFORE, it is ordered that the Order of Probation executed on **December 20, 2013** is hereby terminated.

DATED this **11th** day of **December, 2014**.

**FOR THE MAINE STATE
BOARD OF NURSING**

BY: *Myra Broadway*
Myra A. Broadway, JD, MS, RN
Executive Director



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

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

IN RE: NICOLE C. DOTSON, LPN
of Bath, ME
License No. LPN13320

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CONSENT AGREEMENT
FOR
PROBATION

Complaint 2013-155

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 Nicole Dotson's license as a licensed practical nurse ("LPN") in the State of Maine. The parties to this Agreement are Nicole Dotson ("Licensee"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine. A subcommittee of the Board met with the Licensee in an informal conference on October 9, 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 resolve Complaint 2013-155.

FACTS

1. Licensee has been licensed to practice as an LPN in Maine since March 8, 2012.
2. On August 13, 2013, the Board received notification from Maxim Government Services ("Maxim") that the Licensee had been terminated for engaging in personal conversations with an inmate which involved written and telephonic communications that exceeded professional boundaries. As a result of receiving this information, the Board initiated a complaint against the Licensee's Maine nursing license. Board staff docketed the Complaint as 2013-155.
3. On August 13, 2013, the Board issued a Notice of Complaint to Licensee relating to Complaint 2013-155.
4. On August 23, 2013, the Board received the Licensee's written response to the Notice of Complaint in which she admitted to a lapse in judgment.
5. On October 9, 2013, the subcommittee of the Board held an informal conference with the Licensee regarding Complaint 2013-155 to review whether she had violated the following statutes:

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

32 M.R.S. §2105-A (2)(H). A violation of a Maine Revised Statute, Title 32, Chapter 31 and rules adopted by the Board.
6. During the informal conference, the Licensee admitted to the inappropriate contacts and stated that the former patient/inmate continues to write to her and called her as recently as two weeks ago.



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7. Following the informal conference, the subcommittee voted to offer the Licensee a Consent Agreement which would allow the Licensee to continue her practice of nursing while addressing the concerns of her violation of professional boundaries.
8. 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 January 9, 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, suspension or revocation of Licensee's license.

AGREEMENT

9. Licensee admits to the Facts as stated above and 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) (F) and Board Rules Chapter 4 §1.A.6 for engaging in conduct that violates any standard of professional behavior which has been established in the practice for which the licensee is licensed; and

Board Rule Chapter 4 §3 (U) for engaging in behavior exceeding professional boundaries.

10. As discipline for the violations admitted to in paragraph 9 above, Licensee 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 at least one (1) year** 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 a 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 the Licensee (i.e., physically on site) and be able to, at all times, observe her nursing performance. The nurse supervisor shall inform the Board if the Licensee demonstrates any issues with regard to inappropriate contact with patients or any other concerns. 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.

- b) **Notification to Nursing Employer(s)/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) **Additional Training**. Licensee shall successfully complete a professional boundary course within one (1) year from the execution date of this Agreement. Said course is to be pre-approved by the Board's Executive Director.

- d) **Counseling**. Licensee shall be evaluated, at her cost, by a licensed counselor concerning her decision-making abilities, with particular regard to professional boundaries judgment. Any additional recommended counseling shall be structured in nature. Licensee is to have no further contact with the patient/inmate.

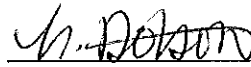
- e) Contact Address/Change of Contact Address – Notification Requirement. Licensee shall provide the Board with a current address at which she may be contacted by the Board. Licensee shall inform the Board in writing within 15 days of any change of her contact address/information.
- f) Employment Change – 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.
- g) 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 written permission of the Maine State Board of Nursing and the Board of Nursing in the party state in which she wishes to work.

- 11. 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 denial of licensure renewal.
- 12. 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.
- 13. 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 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 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.
- 14. 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.

15. The Board and the Attorney General may communicate and cooperate regarding Licensee'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) and the Healthcare Integrity and Protection Data Bank (HIPDB).
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. 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: 12/12/13



LICENSEE NICOLE C. DOTSON, LPN

FOR THE MAINE STATE BOARD OF NURSING

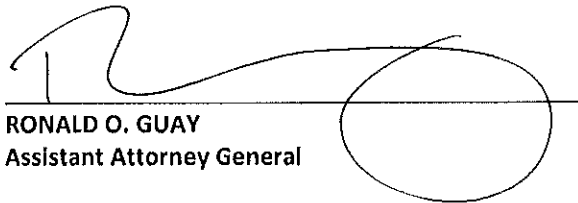
DATED: 12/20/13



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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 12/20/13



RONALD O. GUAY
Assistant Attorney General

Effective Date: 12/20/13