



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: **CAROL A. GRANT, R.N.** )  
 of Oakland, Maine )  
 License No. R034531 ) **CONSENT AGREEMENT**  
**FOR LICENSE PROBATION**  
**WITH CONDITIONS**

**INTRODUCTION**

This document is a Consent Agreement (“Agreement”) regarding Carol A. Grant’s license to practice registered professional nursing in the State of Maine. The Parties to this Agreement are Carol A. Grant (“Licensee” or “Ms. Grant”), Maine State Board of Nursing (“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) (B) and 10 M.R.S. § 8003(5) (B). The Parties met in an informal conference on July 8, 2010; it was continued on March 3, 2011. This Agreement was reached on the basis of 1) a Board Complaint dated April 8, 2010, with an attached Provider Report from the Department of Veterans Affairs, Togus VA Medical Center (“Togus”), Augusta, Maine, dated March 16, 2010; and 2) supplemental information under Togus’s cover letter dated April 6, 2010.

**FACTS**

1. Carol A. Grant has been a registered professional nurse licensed to practice in Maine since August 1991.
2. Carol A. Grant was employed at Togus as a registered professional nurse from July 2001 until her separation from employment October 21, 2009. Her separation from Togus was based on the results of a Fitness for Duty examination and neuropsychological evaluation conducted on July 6, 2009 by VA physicians, in which it was determined that due to Ms. Grant’s medical condition, she was “not fit to safely and effectively perform the work of a Registered Nurse.” In addition, the conclusions of a September 14, 2009 neuropsychological evaluation by a non-VA neuropsychologist of Ms. Grant’s selection stated, in part, that “she functions much better in a structured and concrete setting where the need for independent judgment and decision making is reduced.” Togus subsequently expressed its concern of her ability “to process written patient orders and patient medication management” and she was separated from her employment.
3. Carol A. Grant was involved in a motor vehicle accident in January 2009 in which she sustained a traumatic brain injury. Her primary care physician (“PCP”) recommended she not work nights and not alternate day/night work schedules. In addition, Ms. Grant’s PCP referred her to Maine Neurology for cognitive evaluation on October 16, 2009; a report dated May 5, 2010 recommends Ms. Grant “return to work at a capacity that would not involve an increase in her anxiety level.” Ms. Grant received occupational and speech therapy for cognitive deficits associated with the brain injury and was released by her PCP for part-time work August 19, 2010.
4. Carol A. Grant underwent a third neuropsychological evaluation for assessment of her neurocognitive functioning to “rule out cerebral dysfunction and provide appropriate treatment recommendations given the history of head injury and cognitive impairment” on November 1, 2010 at Neuropsychology of Maine. Although Ms. Grant appears to have recovered some cognitive abilities, the clinical neuropsychologist recommended vocationally-based occupational assessment and therapy services, as well as possibly retaking nursing classes to improve and assess her knowledge and performance of nursing tasks. Ms. Grant was not referred for further neuropsychological testing at that time.
5. Carol A. Grant wishes to resolve this matter by accepting this Agreement and thereby waives her right to an adjudicatory hearing.



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**AGREEMENT WITH CONDITIONS OF PROBATION**

6. Carol A. Grant agrees and understands that based upon the above-stated facts, this document imposes discipline regarding her license to practice registered professional nursing in Maine; the grounds for discipline are under 32 M.R.S. § 2105-A (2) (C) and Chapter, 4.1.A.3. of the Rules and Regulations of the Maine State Board of Nursing. Specifically the violations are:
  - a. 32 M.R.S. § 2105-A (2) (C). A professional diagnosis of a medical condition that has resulted or is foreseeably likely to result in the licensee performing her duties in a manner that endangers the health or safety of the licensee's patients. (See also Rule Chapter 4.1.A.3.)
7. Carol A. Grant's license as a registered professional nurse in the State of Maine is placed on probationary status with conditions 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. Grant performs nursing services. Ms. Grant's probationary license will be subject to the following conditions:
  - a. Carol A. Grant 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. Grant shall inform the Board in writing within 15 days of any address change.
  - b. Carol A. Grant will notify the Board in writing within five business days of any change in 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. Grant'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.
  - c. Carol A. Grant will continue in her treatment programs to such an extent and for as long as her treatment providers recommend; she will arrange for and ensure the submission of quarterly reports to the Board by her treatment providers and such reports shall continue until her probation is terminated. If Ms. Grant's treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - d. Carol A. Grant agrees and understands that the Board and the Office of the Attorney General shall have access to any and all medical records and all otherwise confidential or medically privileged information pertaining to her medical treatment which the Board deems necessary to evaluate Ms. Grant's compliance with this Agreement. Ms. Grant shall provide such information, authorize the release of such records and information, and authorize any such discussions and communications with any and all persons involved in her care, counseling and employment as may be requested by the Board for the purpose of evaluating her compliance with this Agreement.
  - e. Carol A. Grant'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.
  - f. Carol A. Grant 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.
  - g. Carol A. Grant 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.
  - h. Carol A. Grant agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the three-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. Grant has complied with the provisions of this Agreement.

8. If Ms. Grant violates the conditions of her probation, the Board will give written notice to her regarding her failure to comply. Notice will be sent by certified mail, return receipt requested, to the last known address of the Licensee that is on file with the Board. 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 timely 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.
9. 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. Grant's "Home state" of licensure and primary state of residence, which means 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. Grant understands and agrees that this Agreement is applicable to her multistate licensure privilege, if any, to practice nursing in compact states.

IT IS FURTHER AGREED that while Ms. Grant's license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multistate licensure privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the Party state in which the Licensee wishes to practice.

10. 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.
11. Carol A. Grant understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
12. Carol A. Grant affirms that she executes this Agreement of her own free will.
13. Modification of this Agreement must in writing and signed by all Parties.
14. This Agreement is not subject to review or appeal by Ms. Grant, but may be enforced by an action in the Superior Court.
15. This Agreement becomes effective upon the date of the last necessary signature below.


**I, CAROL A. GRANT, R.N., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY REGISTERED PROFESSIONAL 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: 5/11/11

  
CAROL A. GRANT, R.N.

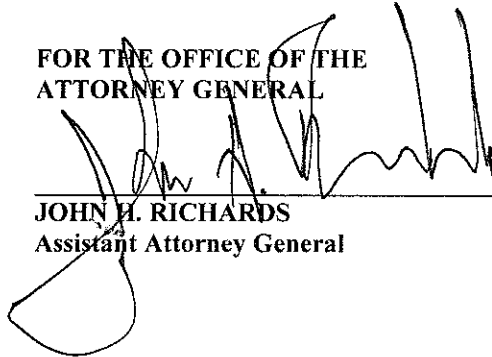
FOR THE MAINE STATE  
BOARD OF NURSING

DATED: 5/16/11

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

FOR THE OFFICE OF THE  
ATTORNEY GENERAL

DATED: 5/17/11

  
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JOHN H. RICHARDS  
Assistant Attorney General