



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

JOHN ELIAS BALDACCI
 GOVERNOR

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

**IN RE: SHEILA M. HARLOW, R.N.)
 of Pownal, Maine)
 License No. R048703)
)** **CONSENT AGREEMENT
 FOR LICENSE REINSTATEMENT
 AND PROBATION WITH
 CONDITIONS**

INTRODUCTION

This document is a Consent Agreement regarding Sheila M. Harlow’s license to practice as a registered professional nurse in the State of Maine. The parties enter into this Consent Agreement pursuant to 32 M.R.S.A. § 2105-A (1-A) (B) and 10 M.R.S.A. § 8003(5) (B). The Board met with Ms. Harlow on March 12, 2008, regarding her request for reinstatement of her nursing license. The parties to this Consent Agreement are Sheila M. Harlow (“Ms. Harlow”), Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine.

FACTS

1. Sheila M. Harlow entered into a Consent Agreement with the Board on October 16, 2006, surrendering her license as a registered professional nurse [Exhibit A].
2. The Board considered the following correspondence relating to Ms. Harlow’s recovery: 1) Correspondence from Awakenings dated April 23, 1007 [sic]; and 2) Correspondence from Mercy Recovery Center dated June 14, 2007 and November 2, 2007, which is attached hereto and incorporated herein, marked as Exhibit B.
3. Sheila M. Harlow was admitted to The Recovery Center at Mercy Hospital (“Mercy”), located in Westbrook, Maine, on April 26, 2006. She attended Mercy’s Intensive Outpatient Program, completed the program and was discharged on May 8, 2006. Ms. Harlow had been substance free since May 2006, but experienced a relapse on June 8, 2006 and a larger relapse in September 2006. She was readmitted to IOP from October 17, 2006 to October 26, 2006 and then reentered the Early Recovery Group, where she completed 17 sessions and continues to actively participate. Ms. Harlow has been assessed with a diagnosis of alcohol dependence with mixed substance abuse and major depression. She has been treated by her physician with both psychotherapy and pharmacotherapy. Her physician indicates that her engagement in treatment over the past 21 months has strongly consolidated her improvement and her remission to an extent that she is reliably sober and that a relapse is highly unlikely. Her physician also has



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indicated that Ms. Harlow's depression has responded very well to the pharmacotherapy and psychotherapy.

AGREEMENT AND CONDITIONS OF PROBATION

4. Sheila M. Harlow's license as a registered professional nurse in the State of Maine is reinstated on a probationary status with conditions. The period of probation will commence on Ms. Harlow's return to nursing practice, either through employment or pursuant to an educational program. The term of probation will be for a period of five years, effective only while she is employed in nursing practice or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Harlow performs nursing services. Ms. Harlow's probationary license will be subject to the following conditions:
 - a. Sheila M. Harlow will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a treatment provider who is aware of Ms. Harlow's substance abuse history.
 - b. Sheila M. Harlow will continue in her aftercare treatment program to such an extent and for as long as her treatment providers recommend.
 - c. Sheila M. Harlow 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. Harlow's treatment is terminated, she shall notify the Board.
 - d. Sheila M. Harlow will immediately notify the Board in writing should she return to 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 educational program and any subsequent change in employment or educational programs.
 - e. Sheila M. Harlow will notify any and all of her nursing employers and notify faculty involved in any clinical studies of the terms of this Consent Agreement and shall provide them with a copy of it.
 - f. Sheila M. Harlow 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. If during the period of probation, Ms. Harlow's employment as a nurse terminates or should her educational program in the field of nursing terminate, she shall notify the Board of this change to ensure that she remains in compliance with her employment and/or educational quarterly reports.

- g. Sheila M. Harlow agrees and understands that the Board and the Department of Attorney General shall have access to any and all medical records and all other-wise confidential or medically privileged information pertaining to her treatment for substance abuse which the Board deems necessary to evaluate Ms. Harlow's compliance with the Consent Agreement and her continued recovery. Ms. Harlow shall provide such information, shall authorize the release of such records and information, and shall 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 Ms. Harlow's compliance with the Consent Agreement and her continued recovery.
5. Sheila M. Harlow's 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, school nursing, working as a traveling nurse or working within the correctional system.
 6. Sheila M. Harlow agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement indefinitely beyond the five-year probationary period until and unless the Board, at Ms. Harlow's written request, votes to terminate Ms. Harlow's probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Harlow has complied with the provisions of this Agreement.
 7. Sheila M. Harlow agrees and understands that if any member of the Board or the Board's Executive Director receives reasonably reliable information suggesting that Ms. Harlow has not remained substance free in accordance with the Consent Agreement, Ms. Harlow's license will be immediately and automatically suspended pending further review by the Board. In the event any member of the Board or its Executive Director receives such information, the information will be immediately forwarded to Ms. Harlow for a response. Ms. Harlow agrees and understands that in such event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within sixty (60) days of the automatic suspension unless both the Licensee and the Board agree to hold the hearing later, or the Executive Director and/or the Department of the Attorney General earlier determine that such information is without merit. If the information received is proven to be inaccurate or incorrect, either through hearing or determination by the Executive Director and/or the Department of the Attorney General, Ms. Harlow's license will be immediately reinstated retroactive to the date of suspension.
 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.

Harlow's "home state" of licensure and primary state of residence, which means that Ms. Harlow has declared that the State of Maine is her fixed permanent and principle home for legal purposes; her domicile. Other party states that are in the Compact are referred to as "remote states," which means party states other than the home state that have adopted the Compact. Ms. Harlow understands that this document is a Consent Agreement that is subject to the Compact.

Ms. Harlow agrees that during the pendency of this Consent Agreement her nursing practice is limited to the State of Maine unless otherwise authorized by the Board. If Ms. Harlow wishes to practice in any other party state within the Compact, she shall petition the Board for written authorization. In addition, Ms. Harlow will arrange to have the party state in which she intends to practice provide the Board with written authorization that she has been approved to practice in that state.

9. Sheila M. Harlow understands that she does not have to execute this Consent Agreement and that she has the right to consult with an attorney before entering into the Consent Agreement.
10. If Ms. Harlow fails to meet any of the obligations of this Consent Agreement, the Board will give written notice to Ms. Harlow 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. Ms. Harlow has thirty (30) days from receipt of this notification to respond to the Board, in writing, regarding the alleged failure to comply. The Board will review Ms. Harlow's timely response to determine what action, if any, the Board determines to take. If Ms. Harlow 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 a hearing, the Board finds that Ms. Harlow has failed to meet the obligations of this Consent Agreement, 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.A. § 8003 and Title 32 M.R.S.A. § 2105-A.
11. Sheila M. Harlow affirms that she executes this Consent Agreement of her own free will.
12. Modification of this Consent Agreement must in writing and signed by all the parties.
13. This Consent Agreement is not subject to review or appeal by Ms. Harlow, but may be enforced by an action in the Superior Court.

14. This Consent Agreement becomes effective upon the date of the last necessary signature below.

I, SHEILA M. HARLOW, R.N., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.

DATED: 4/30/08

Sheila M. Harlow R.N.
SHEILA M. HARLOW, R.N.

DATED: 30 April 2008

John M. Neay, Jr. #9421
JOHN M. NEY, JR., ESQ.
Attorney for Sheila M. Harlow, R.N.

FOR THE MAINE STATE
BOARD OF NURSING

DATED: May 2, 2008

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

FOR THE DEPARTMENT OF
ATTORNEY GENERAL

DATED: May 8, 2008

John H. Richards
JOHN H. RICHARDS
Assistant Attorney General