



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: KIMBERLY M. KINNE, R.N. ) AMENDMENT**  
 of Newcastle, ME ) **TO CONSENT AGREEMENT**  
 License #R029722 ) **FOR LICENSE PROBATION**

**INTRODUCTION**

This document **AMENDS** the April 18, 2006 Consent Agreement (“Agreement”) regarding Kimberly M. Kinne’s license to practice registered professional nursing in the State of Maine. The parties to this amendment to the Agreement are Kimberly M. Kinne (“Licensee” or “Ms. Kinne”), the Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine.

**FACTS**

1. Kimberly M. Kinne met with the Board on June 4, 2009 regarding her request to amend the terms and conditions of the April 18, 2006 Agreement restricting her employment to Damariscotta Dialysis located in Damariscotta, Maine.

**AMENDMENT**

2. Kimberly M. Kinne and the Board have agreed to amend the April 18, 2006 Agreement by **STRIKING ALL LANGUAGE** in Conditions 11 and 12 of the April 2006 Agreement and **ADDING NEW LANGUAGE**. The amended language in Conditions 11 and 12 will be incorporated into the April 2006 Agreement and states:

*11. Kimberly M. Kinne's license as a registered professional nurse in the State of Maine is reinstated on probationary status with conditions. The period of probation will be for a period of three years [she has already successfully completed three of the six years stipulated in the 2006 Agreement], to be effective only while she is employed in nursing practice or enrolled in a nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Kinne performs nursing services. Her probationary license will be subject to the following conditions:*

*a. Kimberly M. Kinne will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from her treatment provider(s) who are aware of her substance abuse history.*

*b. Kimberly M. Kinne will continue in her treatment program to such an extent and for as long as her treatment provider(s) recommend and will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s) until her probation is terminated. If Ms. Kinne's treatment is terminated during her probation, she shall notify the Board and provide written documentation.*



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- c. Kimberly M. Kinne shall fully cooperate with the representatives of the Board in its monitoring and investigation of her compliance with probation. Ms. Kinne shall inform the Board in writing within 15 days of any address change.*
- d. Kimberly M. Kinne will notify the Board in writing within five business days after she obtains 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. Kinne'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 surrounding the termination or separation.*
- e. Kimberly M. Kinne will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Consent Agreement and provide them with a copy of it.*
- f. Kimberly M. Kinne 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, ability to follow policies and procedures relative to standards of practice, and clinical documentation.*
- g. Kimberly M. Kinne understands and agrees that her license will remain on probationary status and subject to the terms of this Agreement beyond the three-year period until and unless the Board, at Ms. Kinne's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Kinne has complied with the provisions of this Agreement.*
- h. Kimberly M. Kinne'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, home health, school nursing, work as a travel nurse or within the correctional system.*
- i. Kimberly M. Kinne understands and agrees 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 treatment for substance abuse which the Board deems necessary to evaluate her compliance with the Agreement and her continued recovery. Ms. Kinne 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.*
- j. Kimberly M. Kinne agrees to submit to random drug testing. The costs associated with this testing will be at her expense.*

12. *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. Kinne’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. Kinne understands this document is an Agreement subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice may be limited to the State of Maine as it pertains to the Compact. If Ms. Kinne wishes to practice in any other party state within the Compact, she shall 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.*
3. Kimberly M. Kinne understands and agrees that the remaining Agreement of April 18, 2006 remains in full force and effect and that amended Conditions 11 and 12 are incorporated into said Agreement.
4. This Amendment to the April 18, 2006 Agreement becomes effective upon the date of the last necessary signature below.

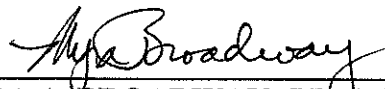
**I, KIMBERLY M. KINNE, R.N., HAVE READ AND UNDERSTAND THE FOREGOING AMENDMENT TO THE APRIL 18, 2006 CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY REGISTERED PROFESSIONAL NURSE LICENSE. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY AND AGREE TO BE BOUND BY THIS AMENDMENT. I UNDERSTAND THIS AMENDMENT CONTAINS THE ENTIRE AMENDMENT AND THERE IS NO OTHER AMENDMENTS OF ANY KIND.**

DATED: 8-10-09

  
KIMBERLY M. KINNE, R.N.

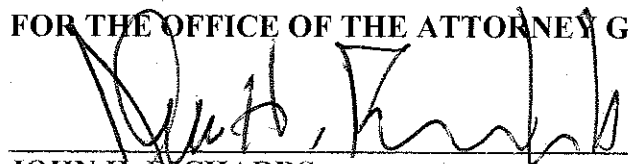
**FOR THE MAINE STATE BOARD OF NURSING**

DATED: 8/26/09

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

**FOR THE OFFICE OF THE ATTORNEY GENERAL**

DATED: 8/27/09

  
JOHN H. RICHARDS  
Assistant Attorney General