



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: ELAINE M. POST, R.N.** ) **CONSENT AGREEMENT**  
 of Spruce Head, Maine ) **FOR**  
 License #R058210 ) **LICENSE PROBATION**

**INTRODUCTION**

This document is a Consent Agreement (“Agreement”) regarding Elaine M. Post’s license as a registered professional nurse in the State of Maine. The parties to this Agreement are Elaine M. Post (“Applicant,” “Licensee,” or “Ms. Post”), 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 § 8003(5) (B). The parties to this Agreement are Ms. Post, the Board, and the Office of the Attorney General, State of Maine.

**FACTS**

1. Elaine M. Post filed an Application for Examination and Licensure as a Registered Professional Nurse with the Maine State Board of Nursing on May 13, 2010.
2. Ms. Post disclosed the following information on her application:
  - a. Ms. Post graduated from the University of Maine at Augusta with an Associate Degree in Nursing in May 2010.
  - b. In October 2003, the Applicant pled nolo contendere to a misdemeanor charge of Driving While Under the Influence (First Offense) in Rhode Island. The District Court Judgment was a \$500 Fine, \$725.50 in Costs, 20 hours of Community Service, and a three-month license suspension.
  - c. In July 2008, the Applicant pled guilty to a charge of Operating Under the Influence in Rockland, ME. A Judgment and Commitment dated December 17, 2008 stipulates imprisonment for a term of 180 days, all but ten days suspended, probation for a period of one year, a \$1000 Fine, and applicable surcharges of \$240.
  - d. Ms. Post entered treatment for alcohol dependence on September 17, 2008 with Amy Barnett, MS, LADC, CCS. She attended AA a minimum of four times a week and met with her AA sponsor regularly to work on the 12-Step Program. In addition, she successfully completed Maine’s Driver Education & Evaluation Program (“DEEP”) on February 26, 2009.
3. The Applicant passed her NCLEX-RN on June 17, 2010. She continues to work as a CNA in the Special Care Unit at Penobscot Bay Medical Center, where she has been employed since June 2007. Correspondence dated May 13, 2010 from Nurse Manager Sharon McDermott reports no evidence of substance abuse or abuse while Ms. Post has been on duty.
4. The Board referred Ms. Post to the Medical Professionals Health Program for assessment on May 21, 2010. Following the assessment, Ms. Post signed a five-year Monitoring Contract with MPHP effective June 24, 2010.
5. On July 7, 2010, the Board voted to approve Ms. Post’s Application as a Registered Professional Nurse in Maine and to offer her this Consent Agreement to place her license on probation.



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<http://www.maine.gov/boardofnursing/>

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**AGREEMENT**

6. Elaine M. Post understands and agrees that this document imposes discipline regarding her license to practice registered professional nursing in the State of Maine.
7. Elaine M. Post's license as a registered professional nurse in the State of Maine is placed on probationary status with conditions. The period of probation will commence upon Ms. Post's employment as a nurse and will be for a period of five years, effective only while she is employed in nursing practice and/or enrolled in a nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Post performs nursing services. Her probationary license will be subject to the following conditions:
  - a. Elaine M. Post shall fully cooperate with the representatives of the Board in its monitoring of compliance with the conditions of the probation in this Agreement. She shall inform the Board in writing within 15 days of any address change.
  - b. Elaine M. Post will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a health care provider(s) who is aware of her substance abuse history.
  - c. Elaine M. Post will continue in aftercare treatment programs to such an extent and for as long as her treatment provider(s) recommend.
  - d. Elaine M. Post will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s) until her probation is terminated. If treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - e. Elaine M. Post must notify the Board in writing within five business days after she obtains 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, as well as any subsequent change(s) in employment or education. If during the period of probation, Ms. Post'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.
  - f. Elaine M. Post must 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. Elaine M. Post must 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.
8. Elaine M. Post agrees and understands that the Board and 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. Post 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.

9. Elaine M. Post understands and agrees that her license will remain on probationary status and subject to the terms of this Agreement beyond the five-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. Post has complied with the provisions of this Agreement.
10. Elaine M. Post'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 assignment from temporary employment agencies, home health, school nursing, work as a travel nurse or within the correctional system.
11. If Ms. Post violates the conditions of her probation, the Board will send written notice to the last known address of the Licensee that is on file with the Board regarding her failure to comply. 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. After a hearing, if the Board finds that the Licensee has failed to meet the obligations of this Consent Agreement, the Board may take any disciplinary action 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.
12. Elaine M. Post understands and agrees that if any member of the Board or the Board's Executive Director receives reasonably reliable information suggesting that she has not remained substance-free in accordance with the Consent Agreement, her 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, it will be immediately forwarded to Ms. Post for response. She understands and agrees that in such an event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within 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 Office of the Attorney General earlier determine that such information is without merit. If the information received is proven inaccurate or incorrect, either through hearing or determination by the Executive Director and/or Office of the Attorney General, Ms. Post's license will be immediately reinstated, retroactive to the date of suspension.
13. 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. Post'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 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. Post understands this Consent Agreement is subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice is limited to the State of Maine as it pertains to the Compact. If Ms. Post 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.
14. 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.

15. Elaine M. Post understands that she does not have to execute this Consent Agreement and has the right to consult with an attorney before entering into the Agreement.
16. Elaine M. Post affirms that she executes this Agreement of her own free will.
17. Modification of this Agreement must be in writing and signed by all parties.
18. This Agreement is not subject to review or appeal by the Licensee.
19. This Agreement becomes effective upon the date of the last necessary signature below.

**I, ELAINE M. POST, RN, 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: 7/16/10

Elaine M. Post, RN  
ELAINE M. POST, RN

FOR THE MAINE STATE  
BOARD OF NURSING

DATED: July 19, 2010

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

FOR THE OFFICE OF THE  
ATTORNEY GENERAL

DATED: 7/23/10

John H. Richards  
JOHN H. RICHARDS  
Assistant Attorney General