



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

IN RE: ROBIN R. TRIPP, RN  
of Rockland, ME  
License No. RN58693

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CONSENT AGREEMENT  
FOR  
PROBATION

Complaint No. 2012-15

**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 Robin R. Tripp's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Robin R. Tripp ("Licensee" or "Ms. Tripp"), 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 Ms. Tripp in an informal conference on August 6, 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 No. 2012-15.

**FACTS**

1. Ms. Tripp was first licensed to practice as an RN in Maine on January 20, 2011 and at all times relevant to the subject of this matter, was employed at Maine Veterans' Homes ("MVH") in Bangor, Maine.
2. On January 13, 2012, Ms. Tripp, during two separate medication administrations, administered unauthorized medication (medicine which had not been prescribed by the treating physician). Licensee administered Novolin N to a resident who was supposed to receive Humalog. Ms. Tripp thought Novolin and Novolog were the same as Humalog.
3. During the unauthorized administration of medication, Ms. Tripp knowingly failed to investigate and verify that the medication which she administered to the patient was the equivalent of the medication which was prescribed.
4. Upon learning of her medication administration errors, Ms. Tripp failed to inform the resident's treating physician about her error.
5. On January 18, 2012, Ms. Tripp resigned from employment in lieu of discharge from employment.



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

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6. On January 27, 2012, the Board received notification from MVH of the medication errors. As a result of receiving this information, the Board initiated a complaint against Ms. Tripp's Maine nursing license. The Board staff docketed the complaint as 2012-15.
7. On January 27, 2012, the Board issued a Notice of Complaint to Ms. Tripp relating to Case No. 2012-15.
8. On February 22, 2012, the Board received Ms. Tripp's written response to the Notice of Complaint.
9. During its meetings of June 6-7, 2012, the Board reviewed Complaint No. 2012-15 and voted to invite Ms. Tripp to attend an informal conference to discuss the matter.
10. On August 6, 2013, a subcommittee of the Board held an informal conference with Ms. Tripp regarding Complaint No. 2012-15. Following the informal conference, the subcommittee voted to offer Ms. Tripp a consent agreement.
11. Absent Ms. Tripp's acceptance of this Agreement by signing, dating, and returning it to the Maine State Board of Nursing, 158 State House Station, Augusta, Maine 04333-0158 on or before March 24, 2014, the Board will take further action. In the absence of an Agreement on Complaint No. 2012-15, the Board could impose, subsequent to adjudicatory proceedings, greater adverse action on this matter including fines, suspension or revocation of Ms. Tripp's license.

#### AGREEMENT

12. Ms. Tripp admits to the Facts as stated above and admits 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) (E) (1) and Board Rules Chapter 4 §1.A.5(a) for engaging in conduct that evidences the lack of ability or fitness to discharge the duty owed by the licensee to a client or patient or to the general public;

32 M.R.S. §2105-A (2) (F) and Board Rules Chapter 4 §1.A.6 for engaging in un-professional conduct which violates a standard of professional behavior that has been established in the practice for which the licensee is licensed;

Board Rules Chapter 4 §3(F) for failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard the patient; and

Board Rules Chapter 4 §3(K) for inaccurate recording, falsifying or altering a patient or health care provider report.

13. As discipline for the violations admitted to in paragraph 12 above, Ms. Tripp agrees that unless this Agreement is modified in writing by all of the parties hereto, her license to practice as a registered professional nurse shall be probationary for the next two (2) years 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 monitoring by a registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, home healthcare, school nursing, work as a travel nurse, or within the correctional system.

Licensee shall, within ten (10) days following the execution of this Agreement and/or within ten (10) days of starting nursing employment, provide the Board with the name of the RN whom the facility assigns as her supervisor. The nurse supervisor must be in direct contact with the Licensee (i.e., physically present) and be able to observe her nursing performance. Said nurse supervisor shall inform the Board if the Licensee demonstrates any issues with regard to inappropriate decision-making, ability to concentrate, absenteeism, incompetence, unprofessionalism or any other concerns. In addition, the RN supervisor shall provide the Board with a written report regarding the Licensee's nursing performance every three (3) months, following the execution of this Agreement. It is the Licensee's responsibility to ensure that these quarterly reports are provided to the Board in a timely fashion.

- 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) Current 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.
- d) Employment Change – Notification Requirement. Ms. Tripp 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.
- e) Completion of Course Regarding Insulin. Within one hundred eighty (180) days following the execution of this Consent Agreement, Ms. Tripp shall successfully complete, at her own expense, a course pre-approved by the Executive Director for the Board regarding the appropriate administration, assessment, dosage, and timing of insulin. In complying with this condition, Ms. Tripp shall, within one hundred eighty (180) days following the execution of this Agreement, provide the Board with documentary proof of her successful completion of a course regarding insulin.
- f) 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 Ms. Tripp'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. Ms. Tripp 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 Ms. Tripp's license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the party state in which she wishes to work.


14. Violation of any of the terms or conditions of this Agreement by Ms. Tripp shall constitute grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of re-licensure.
15. Pursuant to 10 M.R.S. §8003(5)(B), the Board and Ms. Tripp 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.
16. Unless otherwise specified by the terms and conditions of this Agreement, if Ms. Tripp is alleged to have violated any conditions 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. Ms. Tripp shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review the licensee's timely 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 hearing at the next regularly 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.
17. Ms. Tripp waives her right to a hearing before the Board or any court regarding all facts, terms and conditions of this Agreement. Ms. Tripp agrees that this Agreement is a final order resolving Complaint No. 2012-15. 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. Ms. Tripp 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 Ms. Tripp's request; (b) grant Ms. Tripp's request; and/or (c) grant Ms. Tripp's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Ms. Tripp's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
18. The Board and the Attorney General may communicate and cooperate regarding Ms. Tripp's practice or any other matter relating to this Agreement.
19. 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.
20. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
21. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.

- 22. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
- 23. Ms. Tripp understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
- 24. Ms. Tripp 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: 3/14/14

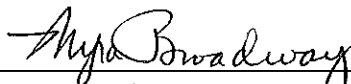
  
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ROBIN R. TRIPP, RN

DATED: 3/14/14

  
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STEPHEN HANSCOM, ESQ.  
Attorney for Robin Tripp, RN

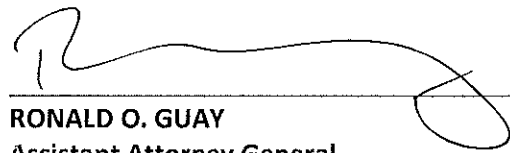
FOR THE MAINE STATE BOARD OF NURSING

DATED: 3/17/14

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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 3/27/14

  
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RONALD O. GUAY  
Assistant Attorney General

Effective Date: 3/27/14