



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: KEMPTON L. WAKEFIELD, JR., RN)
 of Fairfield Center, ME)
 License #R046397)

**CONSENT AGREEMENT
 FOR LICENSE PROBATION
 WITH CONDITIONS**

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Kempton L. Wakefield, Jr.’s license as a registered professional nurse in the 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 to this Agreement are Kempton L. Wakefield, Jr. (“Licensee” or “Mr. Wakefield”), Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine. An informal conference held on December 2, 2009 was continued on December 2, 2010 and June 1, 2011. The parties reached this Agreement on the basis of: 1) a Board Complaint dated December 19, 2008, with an attached Provider Report from MaineGeneral’s HealthReach Home Care and Hospice Division (“MGH”) dated November 4, 2008; and 2) a Board Complaint dated June 17, 2009, with an attached Provider Report from the Division of Licensing and Regulatory Services, Department of Health and Human Services (“DLRS”) dated May 4, 2009.

FACTS

1. Kempton L. Wakefield, Jr. has been licensed to practice in Maine as a registered professional nurse since July 24, 2001.
2. Kempton L. Wakefield, Jr. was terminated from MGH on October 24, 2008, based on suspicion of drug diversion. On January 23, 2009, DLRS conducted an investigation on the alleged drug diversion and reported to the Board that although the investigation substantiated Schedule II medication diversion, there was no conclusive evidence to determine the party responsible for the diversion. In April 2011, at the Board’s request, Mr. Wakefield underwent a substance abuse assessment and evaluation. The treatment provider concluded that Mr. Wakefield does not meet the criteria for alcohol or drug abuse/dependency.
3. Kempton L. Wakefield, Jr. has been treated for lower back pain secondary to scoliosis with various medications since 2008. He is not currently being treated with scheduled pain medications.
4. The Board and Mr. Wakefield agree that his nursing practice will be monitored for a period of three (3) years.
5. Kempton L. Wakefield, Jr. wishes to resolve this matter by accepting this Agreement and thereby waives his right to an adjudicatory hearing.

AGREEMENT WITH CONDITIONS OF PROBATION

6. Kempton L. Wakefield, Jr. agrees and understands that based upon the above-stated facts, this document imposes discipline regarding his registered professional nursing license. The grounds for discipline are under 32 M.R.S. § 2105-A (2) (E) (1) and (2) (H) of the Rules and Regulations of the Maine State Board of Nursing. Specifically the violations are:

a. 32 M.R.S. § 2105-A (2) (E) (1). Incompetence in the practice for which Mr. Wakefield is licensed by engaging in conduct that evidences a lack of ability or fitness to discharge the duty owed by the licensee to a patient and the general public. (See also Chapter 4, Section 1.A.5.a.)

b. 32 M.R.S. § 2105-A (2) (H). A violation of this chapter or a rule adopted by the Board. (See also Rule Chapter 4, Section 1.A.8.)



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7. Kempton L. Wakefield, Jr.'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 his return to nursing practice and will be for a period of three (3) years, effective only while he 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 Mr. Wakefield performs nursing services. His probationary license will be subject to the following conditions:
 - a. Kempton L. Wakefield, Jr. 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 his compliance with probation. He shall inform the Board in writing within 15 days of any address change.
 - b. Kempton L. Wakefield, Jr. will notify the Board in writing within five business days after he 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, Mr. Wakefield's employment as a nurse or his educational program in the field of nursing terminates, he shall notify the Board in writing within five business days, regardless of the cause, with a full explanation of the circumstances.
 - c. Kempton L. Wakefield, Jr. will notify any and all of his nursing employers and faculty involved in any clinical studies of the terms of this Agreement and provide them with a copy of it.
 - d. Kempton L. Wakefield, Jr. will arrange for and ensure the submission to the Board of quarterly reports from his nursing employer and/or clinical faculty regarding his general nursing practice.
 - e. Kempton L. Wakefield, Jr.'s nursing 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, work as a travel nurse, or within the correctional system.
 - f. Kempton L. Wakefield, Jr. understands and agrees that his 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 his written request, votes to terminate his probation. When considering whether to terminate the probation, the Board will consider the extent to which Mr. Wakefield has complied with the provisions of this Agreement.
8. 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 Mr. Wakefield's "Home state" of licensure and primary state of residence, which means he has declared the State of Maine as his fixed permanent and principle home for legal purposes; his 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. Mr. Wakefield understands and agrees that this Agreement is applicable to his multistate licensure privilege, if any, to practice nursing in Compact states.

IT IS FURTHER AGREED that while his license is subject to this Agreement, he will 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 he wishes to work.
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. Kempton L. Wakefield, Jr. understands that he does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
12. Kempton L. Wakefield, Jr. affirms that he executes this Agreement of his 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 the Licensee, 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, KEMPTON L. WAKEFIELD, JR., 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: 8/3/11


KEMPTON L. WAKEFIELD, JR., RN

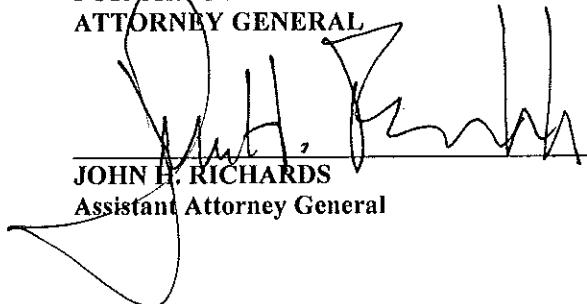
FOR THE MAINE STATE
BOARD OF NURSING

DATED: 8/8/11


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

FOR THE OFFICE OF THE
ATTORNEY GENERAL

DATED: 8/9/11


JOHN H. RICHARDS
Assistant Attorney General