



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: LAUREN ALDRIDGE)
Old Orchard Beach)
License No. RN50834)

CONSENT AGREEMENT
FOR REINSTATEMENT
ON PROBATION

Complaint 2012-109

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 Lauren Aldridge's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Lauren Aldridge ("Licensee"), the Maine State Board of Nursing ("the 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), 10 M.R.S. §§8003 (5)(A-1)(4) and 8003 (5)(B).

FACTS

1. Lauren Aldridge was licensed to practice in Maine as an RN by examination on March 3, 2005.
2. On May 9, 2012, the Board received a letter from Maine Veterans' Homes in Scarborough informing the Board that the Licensee had been terminated for her inability to comply with expected standards of performance. As a result of receiving this information, the Board initiated a complaint against Licensee's Maine nursing license, docketing it as Complaint 2012-109.
3. On May 9, 2012, the Board issued a Notice of Complaint to the Licensee for response.
4. On June 26, 2012, the Board received the Licensee's written response to the Notice of Complaint in which she denied the conduct of which she was accused.
5. On December 20, 2012, the Licensee admitted to Board Investigator Julian Harwood that she had become addicted to narcotic pain medication. During this conversation, Licensee indicated that she was unsure whether she wished to continue the practice of nursing. Licensee admits that her dependence to narcotic painkillers is a violation of 32 M.R.S. §2105-A (2)(B) which reads:

Misuse of alcohol, drugs or other substances that has resulted or may result in the licensee performing services in a manner that endangers the health or safety of patients.
6. On February 8, 2013, Licensee's license expired.
7. On October 23, 2013, the Licensee met with the Board subcommittee in an informal conference to discuss Complaint 2012-109. At the conclusion of the conference, the subcommittee voted to refer the matter to adjudicatory hearing.



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8. On April 7, 2014, the Board issued a Notice of Hearing; the hearing was scheduled for April 29, 2014.
9. On April 28, 2014, the hearing was continued due to Licensee's desire to retain counsel.
10. On May 5, 2014, a complaint review subcommittee of the Board granted Board counsel authority to negotiate settlement of the complaint by consent agreement (which would require approval by the full Board) for five years' probation.
11. On August 28, 2014, the Board received notice of representation for Licensee by Attorney Kenneth Lehman.
12. Commencing January 7, 2015, counsel for the Board and counsel for the Licensee discussed the Licensee's status and negotiated the framework of a settlement of Complaint 2012-109, as well as terms of relicensing, that would be recommended to the Board for its consideration.
13. Over the course of her absence from nursing practice, the Licensee has significantly improved her living situation and her ability to deal with psychosocial stressors that contributed to her dependence.
14. This Agreement is the product of the negotiations of the parties.
15. Licensee understands that the Board must ratify this Agreement and authorizes the undersigned Assistant Attorney General to present this Agreement to the Board for ratification. Licensee further understands that the Board may not accept the terms of this Agreement.

AGREEMENT

16. As consideration for reinstatement of her nursing license in light of her violation of 32 M.R.S. §2105-A (2)(B), Licensee 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 five (5) years of nursing employment and/or enrolled in a nursing education program** following the execution of this Agreement and subject to the following conditions:
 - a) Nursing Employment Requirements. Licensee's nursing employment is restricted during the period of probation to structured settings. Structured settings shall not include assignments from temporary employment agencies, home health care, school nursing, work as a travel nurse, or within the correctional system.

The nurse supervisor must be in direct contact with the Licensee (i.e., physically on-site) and be able to observe her nursing performance. The nurse supervisor shall inform the Board if the Licensee demonstrates any issues with regard to inappropriate decision-making, medication administration/documentation or any other concerns. The supervising nurse shall report such information to the Board in writing within 24 hours or as soon thereafter as possible. In addition, the nurse supervisor shall provide the Board with a written report regarding Licensee's nursing performance every three (3) months following the execution of this Agreement. It is Licensee's responsibility to ensure that these reports are provided to the Board in a timely manner.
 - b) Substance Abuse Evaluation. Licensee will undergo a substance abuse evaluation at her expense administered by a Board-approved provider to include treatment recommendations for the Licensee. Licensee agrees to abide to all treatment recommendations identified by the evaluation, or subsequent to the evaluation, by a licensed substance abuse provider who is engaged in her treatment.
 - c) Treatment Provider Reports. Licensee will completely abstain from the use of alcohol or drugs with the exception of substances used in accordance with a valid prescription from her health care treatment

providers who are aware of her history. In addition, she 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 treatment is terminated during her probation, she shall notify the Board and provide written documentation.

Licensee understands and agrees that if the Board receives reasonably reliable information indicating that she has not abstained from the use of alcohol or drugs (with the exception of substances used in accordance with a valid prescription from her health care treatment providers who are aware of her history), ***her license may be immediately and automatically suspended*** pending further review by the Board. In the event the Board receives such information, it will be immediately forwarded to the Licensee for response. She understands and agrees that in such an event, her license shall remain suspended pending a hearing, which will be held within 60 days of the automatic suspension.

- d) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Licensee shall provide a copy of this Agreement to any nursing or potential nursing employers, and to any jurisdiction in which she holds or seeks a nursing license.
- e) 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 information.
- f) Employment Change – Notification Requirement. Licensee 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.
- g) Privilege to Practice Restrictions. 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 Licensee’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. Licensee 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 Licensee’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.

- 17. Licensee agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement 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 she has complied with the provisions of this Agreement.
- 18. Violation of any of the terms or conditions of this Agreement by Licensee shall constitute grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
- 19. 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. Licensee 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 Licensee's request; (b) grant Licensee's request; and/or (c) grant Licensee's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Licensee's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.

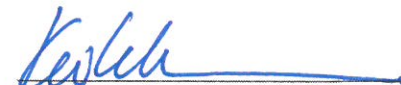
20. The Board and the Attorney General may communicate and cooperate regarding Licensee's practice or any other matter relating to this Agreement.
21. This Agreement is a public record within the meaning of 1 M.R.S. §402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. §408-A.
22. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
23. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
24. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
25. Licensee 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.
26. Licensee's license will be reinstated upon final execution of this Agreement, receipt of the substance abuse evaluation, and completion of application with associated fee.

DATED: 3/9/2015



LICENSEE LAUREN ALDRIDGE


DATED: 3/9/2015



KENNETH W. LEHMAN, ESQ.
Attorney for the Licensee

FOR THE MAINE STATE BOARD OF NURSING

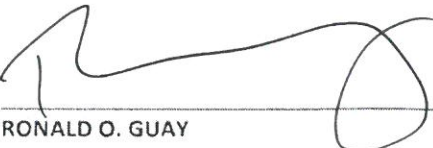
DATED: 3/10/15



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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 3/11/15



RONALD O. GUAY
Assistant Attorney General