



STATE OF MAINE
 BOARD OF NURSING
 158 STATE HOUSE STATION
 AUGUSTA, MAINE
 04333-0158

PAUL R. LEPAGE
 GOVERNOR

KIM ESQUIBEL, PhD, M.S.N., R.N.
 EXECUTIVE DIRECTOR

IN RE: ROBIN R. ALLEN, RN
 of Ellsworth, ME
 License No. RN58693

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**CONSENT AGREEMENT
 FOR WARNING
 & PROBATION (1 YEAR)**

Complaint 2017-128

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. Allen’s license as a registered professional nurse (“RN”) in the State of Maine. The parties to this Agreement are Robin R. Allen (“Ms. Allen”), the Maine State Board of Nursing (“the Board”), and the Office of the Attorney General, State of Maine (“Attorney General’s Office”). The parties enter into this Agreement pursuant to 32 M.R.S. § 2105-A and 10 M.R.S. § 8003(5) in order to resolve Complaint 2017-128.

FACTS

1. At all times, pertinent to this matter, Ms. Allen was licensed by the Board to practice as an RN, license no. RN58693.
2. At all times, pertinent to this matter, Ms. Allen was employed as an RN at Seaport Village Healthcare (“Seaport”), a short-term skilled rehabilitation and long-term extended nursing care facility, located in Ellsworth, Maine.
3. In approximately July 2016, Ms. Allen failed to assess a resident (“Resident A”) after she was notified by a charge nurse during a change of shift report that Resident A was having acute mental status changes. Later that day, Ms. Allen reported at a department head meeting that Resident A was experiencing “stroke like symptoms” but admitted that she did not know whether a provider or family member had been notified and could not give any details of Resident A’s condition because she had failed to assess Resident A.
4. Also in July 2016, Ms. Allen told a family member of another resident (“Resident B”) that Resident B had fallen out of bed. Ms. Allen referred to the incident as “funny” because Resident B’s head landed on a pillow.
5. In approximately August 2016, Ms. Allen administered 2 tablets of diazepam 0.5 mg to another resident (“Resident C”) instead of the ordered 1 tablet of alprazolam 1 mg. When Ms. Allen realized the error, she asked two other nurses to document that Ms. Allen had wasted the diazepam so there would not be a medication discrepancy.
6. In approximately February 2017, Ms. Allen failed to take the blood pressure of a resident with severe hypotension (“Resident D”) and failed to lower the head of Resident D’s bed to assist in increasing cardiovascular perfusion.
7. Throughout her employment with Seaport, Ms. Allen consistently demonstrated poor attendance and time management.
8. In February 2017, Seaport terminated Ms. Allen’s employment.
9. Following review at its December 6-7, 2017 meeting, the Board voted to offer Ms. Allen this Agreement.



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

PHONE: (207) 287-1133

FAX: (207) 287-1149

10. Absent Ms. Allen'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 May 4, 2018**, the Board will resolve this matter by holding an adjudicatory hearing. At an adjudicatory hearing, the Board would not be limited to finding the violations and imposing the discipline contained in this Agreement.

AGREEMENT

11. Ms. Allen admits to the facts as stated above and admits that such conduct constitutes grounds for the Board to impose discipline against her RN license pursuant to:

32 M.R.S. § 2105-A(2)(F) & (H), for engaging in unprofessional conduct as defined by the Board and violating a rule of the Board by failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard the patient (Board Rules Ch. 4, § 3(F)).

12. As discipline for the violations admitted to in Paragraph 11, Ms. Allen agrees:

- a. To accept a **WARNING**; and
- b. That unless this Agreement is modified in writing by all of the parties hereto, following the execution of this Agreement **her license to practice as a registered professional nurse shall be PROBATIONARY for the period of time it takes her to complete one (1) year of nursing employment and/or enrollment in a nursing education program.** Only those times during which Ms. Allen is actually employed and working as a nurse or enrolled in a nursing education program will count towards satisfying this one (1) year of practice/education. During the period of probation under this Agreement, Ms. Allen's license shall be subject to the following conditions:

- i. Nurse Supervisor and Reporting. Ms. Allen is restricted to structured settings with on-site supervision by a registered professional nurse. 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 Ms. Allen (i.e., physically on site) and be able to observe her nursing performance. The nurse supervisor shall inform the Board if Ms. Allen demonstrates any issues with regard to attendance, inability to concentrate, inappropriate decision-making, medication administration/documentation, or any other concerns. The nurse supervisor 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 Ms. Allen's nursing performance, specifically with regard to her medication administration and communication with patients and families, every three (3) months, with the first report due three (3) months from the date this Agreement is executed. It is **Ms. Allen's responsibility** to ensure that these reports are provided to the Board in a timely manner.

- ii. Education. Ms. Allen shall complete, at her own expense, the following National Council of State Boards of Nursing courses: "Righting a Wrong: Ethics & Professionalism in Nursing" and "Medication Errors: Causes and Prevention." Ms. Allen must complete these courses and submit documentation demonstrating that she successfully completed the courses within 90 days of the execution of this Agreement.
- iii. Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Allen 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.
- iv. Current Contact Address/Change of Contact Address – Notification Requirement. Ms. Allen shall provide the Board with a current address at which she may be contacted by the Board. Ms. Allen shall inform the Board **in writing within 15 days** of any change of her contact address/information.

- v. Employment Change – Notification Requirement. Ms. Allen 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 name and location of the employer and the position accepted, and/or the name and location of the nursing education program and the course of study.
- vi. 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 Title 32, Chapter 31, Subchapter 2-A of the Maine Revised Statutes. Ms. Allen 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. Allen’s license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege.

- 13. Ms. Allen agrees and understands that her license is on probationary status and is 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.
- 14. Violation of any of the terms or conditions of this Agreement by Ms. Allen shall constitute unprofessional conduct and shall be grounds for discipline including, but not limited to, modification, suspension, or revocation of licensure or the denial of licensure renewal.
- 15. In the event that Ms. Allen is alleged to have violated any condition 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. Allen shall, within 30 days from receipt of this notification, submit a written response to the Board regarding the alleged violation. The Board will review Ms. Allen’s response to determine what action, if any, it will take. If after notice and hearing, the Board finds that Ms. Allen 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, those found in 10 M.R.S. § 8003 and 32 M.R.S. § 2105-A.
- 16. This Agreement is not appealable and is effective until modified or terminated by the parties to this Agreement. This Agreement cannot be modified orally. It can be modified only in writing and only if signed by all of the parties to the Agreement and approved by the Attorney General’s Office. Ms. Allen 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. Allen’s request; (b) grant Ms. Allen’s request; and/or (c) grant Ms. Allen’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. Allen’s request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
- 17. Ms. Allen waives her right to an adjudicatory hearing before the Board or any court regarding all facts, terms, and conditions of this Agreement. Ms. Allen agrees that this Agreement is a final order resolving Complaint 2017-128.
- 18. The Board and Ms. Allen agree that no further agency action will be initiated against her license by the Board based upon the specific violations admitted to herein, except or unless she fails to comply with the terms and conditions of this Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Ms. Allen, and this Agreement may be introduced as evidence in any future adjudicatory hearing involving Ms. Allen. The Board may also consider the fact that discipline was imposed by this Agreement in determining appropriate discipline in any further complaints against Ms. Allen.
- 19. The Board and the Attorney General’s Office may communicate and cooperate regarding Ms. Allen’s practice or any other matter relating to this Agreement.
- 20. 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.

21. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (“NPDB”).
22. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
23. For the purposes of this Agreement, the term “execution” means that date on which the final signature is affixed to this Agreement.
24. Ms. Allen 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.

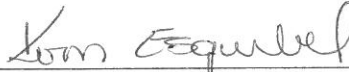
DATED: 4/30/18



LICENSEE ROBIN R. ALLEN, RN

FOR THE MAINE STATE BOARD OF NURSING

DATED: 5/4/2018



KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 5/9/18



KATIE W. JOHNSON
Assistant Attorney General