



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

JANET T. MILLS
 GOVERNOR

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

IN RE: ERIN N. CROMMIE)
 of Scarborough, ME)
 License No. RN50215)

CONSENT AGREEMENT
 FOR REINSTATEMENT
 ON PROBATION (4 Years)

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 Erin N. Crommie’s license as a registered professional nurse (“RN”) in the State of Maine. The parties to this Agreement are Erin N. Crommie (“Ms. Crommie”), 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) and 10 M.R.S. § 8003(5).

FACTS

- Ms. Crommie was first licensed to practice as an RN in Maine on July 28, 2004.
- Disciplinary History.** On August 18, 2011, Ms. Crommie entered a consent agreement with the Board for a license surrender based on her admitted substance abuse, which was, among other things, foreseeably likely to result in Ms. Crommie performing services in a manner that endangered the health or safety of patients.
- On March 22, 2019, the Board received a letter from Ms. Crommie requesting license reinstatement. Ms. Crommie also included letters from her treatment providers. These letters stated that Ms. Crommie was working hard toward recovery and consistently attended counseling and self-help. Ms. Crommie has maintained abstinence from alcohol and opioids for over a year. Ms. Crommie reported that she is currently on a 2-year deferred disposition for criminal OUI and unlawful possession of scheduled drugs that occurred in December of 2017 and February of 2018 respectively. Ms. Crommie included a letter from Maine Pretrial Service, which stated that Ms. Crommie has been supervised for over a year and has met all of the requirements of her supervision without issue.
- On May 10, 2019, the Board met with Ms. Crommie to review her request for reinstatement. After careful consideration, the Board agreed to reinstate Ms. Crommie’s nursing license subject to the conditions of probation identified herein.

AGREEMENT

- As consideration for the reinstatement of her nursing license, Ms. Crommie agrees 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 at least four (4) years. At least two (2) years of Ms. Crommie’s probation must be during nursing employment and/or enrollment in a nursing education program.** While on probation, Ms. Crommie’s nursing license shall be subject to the following conditions:
 - Nurse Supervisor and Reporting.** Ms. Crommie’s nursing employment is restricted to structured settings with on-site supervision by another 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.



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

The nurse supervisor must be in direct contact with Ms. Crommie (i.e., physically on-site) and be able to observe her nursing performance. The nurse supervisor shall inform the Board if Ms. Crommie demonstrates any issues with regard to attendance, inability to concentrate, inappropriate decision-making, medication administration/documentation, failure to follow policy/procedure, 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 Ms. Crommie's nursing performance every three (3) months, with the first report due three (3) months from the date Ms. Crommie begins employment in the practice of nursing. It is **Ms. Crommie's responsibility** to ensure that these reports are provided to the Board in a timely manner.

- b) Abstinence. Ms. Crommie 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. Ms. Crommie agrees to advise all of her health care providers about her substance misuse history.
- c) Monitoring. Ms. Crommie agrees to remain in compliance with her Medical Professionals Health Program ("MPHP") monitoring agreement at all times. Ms. Crommie understands and agrees that the monitoring agreement may be in effect even during periods when she is not employed in the practice of nursing.
- d) Treatment. Ms. Crommie agrees to continue with her aftercare, including any self-help and/or counseling, and to arrange for and ensure the submission of quarterly reports to the Board by her treatment providers that include, at a minimum, information about her attendance and compliance with treatment recommendations, if any. 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 from her treatment provider(s).
- e) Notification to Nursing Employer(s)/Potential Employers/Licensing Jurisdictions. Ms. Crommie 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.
- f) Current Contact Address/Change of Contact Address – Notification Requirement. Ms. Crommie shall provide the Board with a current address at which she may be contacted by the Board. Ms. Crommie shall inform the Board **in writing within 15 days** of any change of her contact address/information.
- g) Employment Change – Notification Requirement. Ms. Crommie 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.
- h) 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. Crommie understands and agrees that this Agreement is applicable to her multi-state licensure privilege to practice nursing in Compact states.

IT IS FURTHER AGREED that while Ms. Crommie's license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multi-state privilege.

- 6. Ms. Crommie 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.
- 7. Violation of any of the terms or conditions of this Agreement by Ms. Crommie shall constitute unprofessional conduct and shall be grounds for discipline.

8. Ms. Crommie understands and agrees that if any member of the Board, the Board's Executive Director, or the Attorney General's Office receives reasonably reliable information suggesting that she has not remained substance-free in accordance with this Agreement, **her license may be immediately and automatically suspended pending further review by the Board.** In the event any member of the Board, the Board's Executive Director, or the Attorney General's Office receives such information, it will be immediately forwarded to Ms. Crommie 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 suspension unless both Ms. Crommie and the Board agree to hold the hearing at a later date, or the Executive Director and/or Attorney General's Office earlier determine that such information is without merit. If the information received is proven to be inaccurate or incorrect, either through hearing or determination by the Executive Director and/or Attorney General's Office, Ms. Crommie's license will be immediately reinstated retroactive to the date of the suspension.
9. In the event Ms. Crommie 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. Crommie 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. Crommie's timely response to determine what action, if any, it will take. If after notice and hearing, the Board finds that Ms. Crommie 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.
10. 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 be modified only in writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Ms. Crommie 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. Crommie's request; (b) grant Ms. Crommie's request; and/or (c) grant Ms. Crommie'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. Crommie's request to modify this Agreement need not be made pursuant to a hearing and is not appealable to any court.
11. The Board and the Attorney General may communicate and cooperate regarding Ms. Crommie's practice or any other matter relating to this Agreement.
12. 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.
13. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB).
14. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
15. For the purposes of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement.
16. Ms. Crommie 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.
17. Ms. Crommie's license will be reinstated upon final execution of this Agreement, subject to her satisfaction of all other license reinstatement requirements.

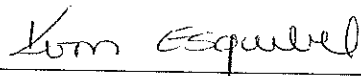
[Signature Page to Follow]

DATED: 6-11-19


ERIN N. CROMMIE


FOR THE MAINE STATE BOARD OF NURSING

DATED: 6-12-2019


KIM ESQUIBEL, PhD, MSN, RN
Executive Director

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 6/19/19


MEGAN M. HUDSON
Assistant Attorney General