



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

JOHN ELIAS BALDACCI  
 GOVERNOR

MYRA A. BROADWAY, J.D., M.S., R.N.  
 EXECUTIVE DIRECTOR

**IN RE: LORETTA J. GODFREY** ) **CONSENT AGREEMENT**  
 of Oakland, Maine ) **FOR**  
 License # R057333 ) **PROBATION**

**INTRODUCTION**

This document is a Consent Agreement (“Agreement”) regarding Loretta J. Godfrey’s (“Ms. Godfrey” or “Licensee”) application for license to practice registered professional nursing in the State of Maine. The parties to this Agreement are Ms. Godfrey, the Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine; they enter into this Agreement pursuant to 10 M.R.S. § 8003(5), (A-1) (4) and 10 M.R.S. § 8003(5) (B). On May 7, 2009, the Board received Ms. Godfrey’s Application for Licensure As a Registered Professional Nurse by Endorsement (“Maine Application”).

**FACTS**

1. Loretta J. Godfrey has been licensed as a registered professional nurse in Massachusetts since 1972 (License #114681); this license expired on November 25, 2008.
2. Loretta J. Godfrey disclosed on her Maine Application that she had an April 2007 criminal conviction for Driving While Intoxicated (“DWT”) in the State of Massachusetts. She completed the Massachusetts Offender Drunk Driving Program, which is comparable to the Driver Education and Evaluation Program (“DEEP”) offered in the State of Maine.
3. Loretta J. Godfrey provided additional information which disclosed that she first sought rehabilitation for substance abuse in 1983 by attending In-Patient and Out-Patient therapy programs. She maintained 15 years of sobriety, but relapsed in the year 2000. She then attended a 14-week Relapse Prevention Program and maintained sobriety for one year and three months, relapsed again, and was treated at McLan Hospital in Massachusetts in 2002 and 2005. She experienced three more relapses prior to the 2007 DWI conviction. Ms. Godfrey states that she has been sober since March 19, 2008. From April 3, 2008 to May 8, 2008, she attended the Adult Recovery Intensive Out-Patient program at MaineGeneral; from May 13, 2008 to July 23, 2008 she attended Intensive Out-Patient counseling at Seton Hospital in Waterville, Maine. She also completed the Maine DEEP program at MaineGeneral on July 28, 2008.
4. The Board reviewed correspondence dated July 24, 2009 from Dr. Paul Minot, M.D., who has been treating Ms. Godfrey in out-patient psychiatric therapy for Post Traumatic Stress Disorder since April 2008. He indicates that she has made remarkable improvement with resolution of her psychiatric complaints. Dr. Minot also states that Ms. Godfrey has been in individual psychotherapy with a psychologist and has exhibited significant progress. In addition, she has been attending AA regularly and maintained her sobriety. Dr. Minot indicated that, in his opinion, Ms. Godfrey is able to return to nursing without any significant limitations.
5. In lieu of an adjudicatory hearing, Ms. Godfrey has agreed to enter this Agreement with the Board.



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### AGREEMENT

6. The Board voted to grant Ms. Godfrey's request for Maine Application for Licensure by Endorsement. She understands and agrees that her license to practice registered professional nursing in the State of Maine will be placed on probation with conditions.
7. The period of probation will commence upon Ms. Godfrey's return to nursing practice for a period of three years, effective only while she 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 Ms. Godfrey performs nursing services. Her probationary license will be subject to the following conditions:
  - a. Loretta J. Godfrey shall fully comply and cooperate with the representatives of the Board in its monitoring and investigation of her compliance with probation. She shall inform the Board in writing within 15 days of any address change.
  - b. Loretta J. Godfrey will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a health care provider who is aware of her substance abuse history.
  - c. Loretta J. Godfrey will continue in her aftercare treatment program to such an extent and for as long as her treatment providers recommend.
  - d. Loretta J. Godfrey 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 Ms. Godfrey's treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - e. Loretta J. Godfrey will notify the Board in writing within five business days after she 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, Ms. Godfrey's employment as a nurse or her educational program in the field of nursing terminates, she shall notify the Board in writing within five business days after she is terminated or separated, regardless of cause, with a full explanation of the circumstances.
  - f. Loretta J. Godfrey will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Agreement and provide them with a copy of it.
  - g. Loretta J. Godfrey will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer and/or clinical faculty regarding her general nursing practice, which are to include clinical competency, ability to follow policies and procedures relative to standards of practice, and clinical documentation.
  - h. Loretta J. Godfrey's employment is restricted during the period of probation to structured settings with on-site supervision by another registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, school nursing, work as a travel nurse or with the correctional system.
  - i. Loretta J. Godfrey agrees and understands that the Board and the Office of the Attorney General shall have access to any and all medical records and all otherwise confidential or

medically privileged information pertaining to her treatment for substance abuse which the Board deems necessary to evaluate her compliance with the Agreement and her continued recovery. She shall provide such information, authorize the release of such records and information, and authorize any such discussions and communications with any and all persons involved in her care, counseling and employment as may be requested by the Board.

8. Loretta J. Godfrey agrees and understands that her 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 her written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Godfrey has complied with the provisions of this Agreement.
9. Loretta J. Godfrey understands and agrees that if any member of the Board or the Board's Executive Director receives reasonably reliable information suggesting that she has not remained substance-free in accordance with this Agreement, her license will be immediately and automatically suspended pending further review by the Board. In the event any member of the Board or its Executive Director receives such information, it will be immediately forwarded to Ms. Godfrey for response. Ms. Godfrey understands and agrees that in such an event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within 60 days of the automatic suspension unless both the Licensee and the Board agree to hold the hearing later, or the Executive Director and/or the Office of the Attorney General 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 the Office of the Attorney General, Ms. Godfrey's license will be immediately reinstated retroactive to the date of suspension.
10. If Ms. Godfrey violates any other condition of her probation, the Board will give written notice to the Licensee regarding her failure to comply. Notice will be sent by certified mail, return receipt requested, to the last known address of the Licensee that is on file with the Board. The Licensee has 30 days from receipt of this notification to respond to the Board, in writing, regarding the alleged violation. The Board will review the Licensee's timely response to determine what action, if any, it determines to take. If the Licensee fails to timely respond to the Board's notification regarding her failure to comply, her license will be immediately suspended pending a hearing at the next regularly scheduled Board meeting. 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.A. § 8003 and Title 32 M.R.S.A. § 2105-A.
11. 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 Ms. Godfrey'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 principle home for legal purposes; 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. Godfrey understands this Agreement is subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice will be limited to the State of Maine as it pertains to the Compact. If Ms. Godfrey wishes to practice in any other party state within the Compact, she shall arrange to have the party state in which she intends to practice provide the Board with written authorization that she has been approved to practice in that state.

12. This Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S.A. § 408.
13. Loretta J. Godfrey understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Consent Agreement.
14. Loretta J. Godfrey affirms that she executes this Agreement of her own free will.
15. Modification of this Agreement must in writing and signed by all parties.
16. This Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
17. This Agreement becomes effective upon the date of the last necessary signature below.

**I, LORETTA J. GODFREY, 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.**

\* mailed to Bd 1/27/10,  
received 1/28/10 jw

DATED: \_\_\_\_\_

  
LORETTA J. GODFREY

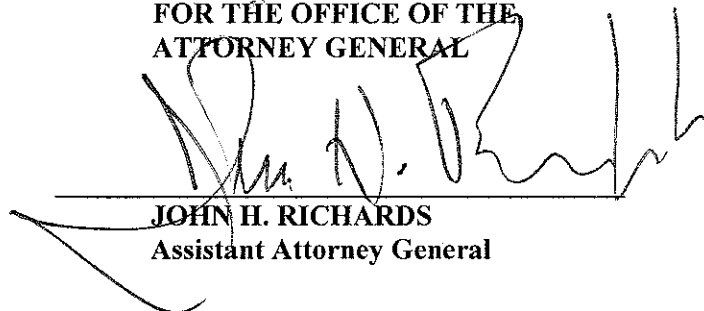
**FOR THE MAINE STATE  
BOARD OF NURSING**

DATED: Jan 28, 2010

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

**FOR THE OFFICE OF THE  
ATTORNEY GENERAL**

DATED: 2/1/10

  
JOHN H. RICHARDS  
Assistant Attorney General