

STATE OF MAINE  
BOARD OF FUNERAL SERVICE  
AND  
BOARD OF NURSING

In re:	)	
ANDREW PRATT	)	
COMPLAINT NOS. F-170, F-176, F-178,	)	AMENDED
F-205, F-207, F-208, F-209, F-210,	)	CONSENT
F-211, F-212, F-216, F-217, F-218,	)	AGREEMENT
F-219, F-220, F-221, F-222, and F-223	)	

INTRODUCTION

This document is an Amended Consent Agreement (“the Amended Consent Agreement”) concerning disciplinary action against Andrew Pratt’s funeral practitioner, funeral establishment, and registered professional nurse licenses held in the State of Maine. The parties to the Amended Consent Agreement are: Andrew Pratt (“Mr. Pratt”); the Maine State Board of Funeral Service (“the Board of Funeral Service”); the Maine State Board of Nursing (“the Board of Nursing”); and the State of Maine Department of Attorney General (“the Attorney General”). The Amended Consent Agreement is entered into pursuant to 10 M.R.S.A. § 8003(5)(B) and 32 M.R.S.A. § 1455-A.

STATEMENT OF FACTS

1. On April 11, 2002, the Board of Funeral Service executed a Consent Agreement (“the Original Consent Agreement”) with Mr. Pratt in order to resolve eighteen (18) complaints against his funeral practitioner license. A true copy of the Original Consent Agreement is attached hereto as Exhibit A, and the

terms of which are incorporated fully herein except where explicitly amended by the Amended Consent Agreement.

2. Pursuant to the Original Consent Agreement, Mr. Pratt agreed that no later than March 1, 2002 he would:

- a. surrender his funeral practitioner and funeral establishment licenses to the Board of Funeral Service no later than March 1, 2002 and no longer be eligible for licensure with the Board in the future;
- b. pay restitution to twenty (20) former customers totaling \$82,970.50; and
- c. pay restitution of investigation costs to the Board of Funeral Service in the amount of \$491.25.

3. Mr. Pratt never surrendered either his funeral practitioner or his funeral establishment licenses to the Board.

4. Mr. Pratt failed to pay any restitution by March 1, 2002. On April 11, 2002, he did pay restitution to five (5) of the former customers totaling \$15,086.66 as well as the \$491.25 investigation costs as set forth in Paragraphs 11(b), (j), (m), (n) and (o) and 13, respectively, in the Covenants Section of the Original Consent Agreement.

5. Subsequent to April 11, 2002, Mr. Pratt provided satisfactory proof to the Board of Funeral Service that he had met his monetary obligations with respect to Evan Dean and Mildred Pease as set forth in Paragraphs 11(a) and (d), respectively, in the Covenants Section of the Original Consent Agreement.

These accounts constitute \$8,424.63 of the Original Consent Agreement restitution amount.

6. The amount of restitution Mr. Pratt still owes pursuant to the Original Consent Agreement is \$59,458.91.

7. On March 10, 2004, the Board of Nursing preliminarily denied Mr. Pratt's application to renew his registered professional nurse license on the ground that he failed to comply with the Original Consent Agreement. Mr. Pratt filed a timely appeal of the Board of Nursing's preliminary denial. He then elected to resolve the matter of his licensure denial by entering into a Consent Agreement with the Board of Nursing on July 6, 2004, by which he agreed to surrender his registered professional nurse license.

8. Pursuant to 10 M.R.S.A. § 8003(5)(C), failure to comply with a board consent agreement is grounds for nonrenewal of a license.

9. The parties have agreed to resolve the issue of Mr. Pratt's failure to comply with the Original Consent Agreement by amending it as follows.

## COVENANTS

In order to resolve the issue of Mr. Pratt's failure to comply with the Original Consent Agreement without further legal proceedings, it is agreed to among the parties that:

1. The Board of Nursing will reinstate Mr. Pratt's registered professional nurse license for a probationary term contingent upon his signing and fully complying with the Amended Consent Agreement;
2. Mr. Pratt agrees that following the reinstatement of his registered professional nurse license in the State of Maine that he shall make weekly payments of \$500.00 until he has paid restitution owed pursuant to the Original Consent Agreement. Payments shall be made by **CERTIFIED CHECKS OR MONEY ORDERS** payable to "Treasurer, State of Maine" and be remitted within three (3) business days after each of Mr. Pratt's pay periods to Judith M. Peters, Assistant Attorney General, 6 SHS, Burton M. Cross Building, Sixth Floor, 109 Sewall Street, Augusta, Maine 04333;
3. Mr. Pratt agrees that, if he fails to make the weekly payments for two (2) consecutive weeks or commits any other breach of the Amended Consent Agreement, the State of Maine may at its option pursue any available legal remedy including all of the following courses of action:
  - (a) application to the District Court for an order to Mr. Pratt's employer to hold and answer pursuant to 14 M.R.S.A. § 3127-B for so long as Mr. Pratt is employed as a registered professional nurse in the State of Maine, which Mr. Pratt agrees he shall not contest;

(b) revocation of Mr. Pratt's license to practice as a registered professional nurse upon fourteen (14) days notice to Mr. Pratt, without further hearing before the Board of Nursing, effectuated solely on the basis of a letter from the Assistant Attorney General representing the Board or his or her designee attesting that Mr. Pratt is in noncompliance with the Amended Consent Agreement and specifying the manner of his noncompliance; and

(c) any other action as it may deem appropriate to obtain compliance with the Consent Agreement;

6. Mr. Pratt agrees that the State may obtain a Consent Judgment and Execution in Kennebec County Superior Court for the amount of restitution he owes pursuant to the Amended Consent Agreement. He further agrees to waive his right to appeal of that judgment and that his attorney, Brett D. Baber, Esq., ("Mr. Baber") may accept service on his behalf with respect to all court and board proceedings and authorizes Mr. Baber to execute on behalf of Mr. Pratt all forms necessary to effectuate a Consent Judgment;

7. Mr. Pratt shall notify in writing both the Boards of Funeral Service and Nursing of the terms of his proposed employment as a registered professional nurse and of any change in the identity of his employer or the terms of his employment as a registered professional nurse within ten (10) calendar days;

8. The Original Consent Agreement, as amended by the Amended Consent Agreement, shall remain in full force and effect pending satisfaction of the obligations described therein by Mr. Pratt;

9. Mr. Pratt shall endeavor to pay the restitution he owes by applying the net proceeds from any sale of his real estate to his financial obligations pursuant to the Amended Consent Agreement and any orders in the class action now pending in the Knox County Superior Court, *Shimkus v. Pratt*, Docket No. 02-075;

10. The Attorney General and the Boards of Funeral Service and Nursing agree that no further agency or legal action will be taken against Mr. Pratt's licenses based on the facts described herein, except in the event that Mr. Pratt does not comply fully with the terms of the Amended Consent Agreement;

11. Mr. Pratt understands that failure to comply with any term of the Amended Consent Agreement will be a separate ground for discipline by both the Boards Funeral Service and Nursing;

12. The Amended Consent Agreement is not subject to appeal;

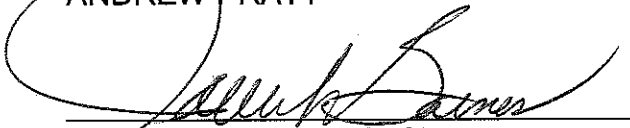
13. The Amended Consent Agreement is not subject to amendment except by written agreement of all parties;


14. The Amended Consent Agreement is a public document within the meaning of 1 M.R.S.A. § 402, et seq.;

15. Mr. Pratt understands that the execution of the Amended Consent Agreement is completely voluntary and that he has the right to consult with an attorney before signing the Amended Consent Agreement; and

16. Mr. Pratt understands that his signature indicates that he has read and understands the Amended Consent Agreement and that he enters into it of his own free will.

Dated: August 27, 2004   
ANDREW PRATT

Dated: 8/31/2004   
ROBERT N. BARNES, Chair  
Board of Funeral Service

Dated: Oct. 7, 2004   
MYRA BROADWAY, Executive Director  
Board of Nursing

Dated: 10/7/04   
JUDITH M. PETERS  
Assistant Attorney General