



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: RENEE L. WALKER, RN )  
of Skowhegan, Maine )  
License No. RN47947 )

CONSENT AGREEMENT  
FOR WARNING &  
PROBATION

Complaint 2011-239

INTRODUCTION

This document is a Consent Agreement ("Agreement") regarding Renee L. Walker's license as a registered professional nurse ("RN") in the State of Maine. The parties to this Agreement are Renee L. Walker ("Licensee" or "Ms. Walker"), the Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine. The Board met with Ms. Walker in an informal conference on November 20, 2012 and the parties reached this Agreement pursuant to 32 M.R.S. 2105-A (1-A)(B) and 10 M.R.S. §8003 (5)(B) in order to resolve Complaint 2011-239.

FACTS

- 1. Licensing History: Renee L. Walker was licensed to practice as an RN in Maine on October 2, 2002. She entered into a Consent Agreement with the Board on February 21, 2007 surrendering her RN license for testing positive for cocaine on a pre-employment drug screen. On July 9, 2008, her license was reinstated and she entered into a Consent Agreement ("2008 Agreement") placing her license on probationary status with conditions for a period of five years, effective only while she is employed in nursing practice or enrolled in a clinical nursing education program. In Paragraph No. 5 of the 2008 Agreement, Ms. Walker was subject to the following condition:

*Renee L. Walker'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 traveling nurse or work within the correctional system.*

On October 22, 2009, the Board granted Ms. Walker's request to amend Paragraph No. 5 by deleting "... with on-site supervision by another registered professional nurse. ..."

- 2. On June 24, 2011, the Board received a provider report from Genesis Healthcare pertaining to an incident involving nursing services Ms. Walker provided to a resident at its Cedar Ridge Nursing facility ("Cedar Ridge") which led to Ms. Walker's termination on May 11, 2011. The incident occurred on May 3, 2011 when a resident was admitted to Cedar Ridge with the following diagnoses: healing fractured leg, shortness of breath, high blood pressure and Stage 3 chronic kidney disease. At the time of admission, the resident was also being treated for a urinary tract infection and signs of dehydration. At approximately 6:25PM, Ms. Walker e-mailed the resident's doctor indicating that the resident "wasn't doing well." A reply e-mail was sent to Ms. Walker with an order for D5 1/2 NS at 200cc/hr for the first hour, then 75cc/hr to complete the solution. After two unsuccessful attempts to administer the hydration fluid intravenously, once in the already established site and once in a new location, Ms. Walker administered the fluid subcutaneously on the side of the abdomen without obtaining a doctor's order. On May 4, 2011, the resident was observed to have an 8"x 5" raised white area on his abdomen and was subsequently admitted to the hospital with a diagnosis of urosepsis.



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3. Ms. Walker admits that she worked outside the scope of her licensed practice and failed to follow the appropriate standards of practice for medication administration.
4. Ms. Walker also admits that she failed to notify the Board of change of employment and her termination from Cedar Ridge which she was required to do according to Paragraphs 4(d) and 4(f) of her 2008 Agreement.
5. Ms. Walker wishes to resolve this matter by accepting this Agreement and thereby waives her rights to an adjudicatory hearing.

#### AGREEMENT

6. Renee L. Walker understands and agrees that should this matter go to hearing before the Board on the above-stated facts and the underlying information to support those facts, it is more likely than not they would support the Board's findings in this Agreement. Further, she understands and agrees that this document imposes discipline regarding her nursing practice in the State of Maine. The grounds for discipline are found under Title 32 M.R.S. §§2105-A (2) (F) and (2) (H), 10 M.R.S. §8003 (5) (C) (3), Chapter 4, §§1(A) (6) and 1(A) (8), and Chapter 4, §§3(A) and 3(F) of the Rules and Regulations of the Maine State Board of Nursing ("Board Rules"). Specifically, the violations are:
  - a. Pursuant to 32 M.R.S. §2105-A (2) (F) for engaging in unprofessional conduct that violates a standard of professional behavior that has been established in the practice for which she is licensed. See also: Board Rule Chapter 4, §1.A.6.
  - b. Pursuant to 32 M.R.S. §2105-A (2) (H) for engaging in unprofessional conduct as specified in Board Rule Ch. 4. §3(A) by performing acts beyond the authorized scope of the level of RN license.
  - c. Pursuant to 32 M.R.S. §2105-A (2) (H) for engaging in unprofessional conduct as specified in Board Rule Ch. 4. §3(F) by failing to take appropriate action or follow policies and procedures in the practice situation designed to safeguard the resident.
  - d. Pursuant to 10 M.R.S. §8003 (5) (C) (3) for failure to comply with the conditions imposed by her 2008 Agreement with the Board.
7. Ms. Walker understands that this Agreement replaces and supersedes the 2008 Agreement and its October 22, 2009 amendment pertaining to her license conditions of probation. The balance of her probationary term imposed under the 2008 Agreement remains in full force and effect and is hereby subject to this Agreement. Ms. Walker further understands that based upon the facts of this Agreement, she is disciplined with a **WARNING** and her license **PROBATION** is extended for an additional five years of nursing practice as defined by 32 M.R.S. §2102 (2).
8. Renee L. Walker's license as an RN is placed on probationary status with conditions for a period of five years, effective only while she is employed in nursing practice. Her probationary license will be subject to the following conditions:
  - a. Ms. Walker shall fully comply with the conditions of the probation in this Agreement. She shall inform the Board in writing within 15 days of any address change.
  - b. Ms. Walker will abstain completely from the use of alcohol or drugs with the exception of substances used in accordance with a valid prescription from treatment provider(s) who are aware of her substance abuse history.

- c. Ms. Walker will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Consent Agreement and provide them with a copy of it.
  - d. Ms. Walker will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer regarding her general nursing practice, with particular attention to scope of practice and adherence to policies/procedures.
  - e. Ms. Walker will notify the Board in writing within five (5) business days of any change in nursing employment and/or nursing education program. Notice under this section shall include the place and position of employment and/or the nursing educational program. If during the period of probation, Ms. Walker's employment as a nurse or her educational program terminates, she shall notify the Board in writing within five (5) business days after she is terminated or separated, regardless of cause, with a full explanation of the circumstances to ensure that she remains in compliance with this Agreement.
9. Ms. Walker'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 within the correctional system.
  10. Ms. Walker agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the probationary period until and unless the Board, at her written request, votes to terminate probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Walker has complied with the provisions of this Agreement.
  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. Walker's "Home state" of licensure and primary state of residence, which means she has declared the State of Maine as her fixed permanent and principal 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. Walker understands and agrees that this Agreement is applicable to her multistate licensure privilege, if any, to practice nursing in Compact states.

IT IS FURTHER AGREED that while Ms. Walker's license is subject to this Agreement, she may not work outside the State of Maine pursuant to a multistate licensure privilege without the written permission of the Maine State Board of Nursing and the Board of Nursing in the Party state in which Ms. Walker wishes to work.

12. If after notice and a hearing, the Board finds that Ms. Walker 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. §8003 and Title 32 M.R.S. §2105-A.
13. This Consent 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.
14. This Agreement constitutes a final adverse licensing action that is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB) pursuant to Section 1128E of the Social Security Act and 45 C.F.R. Part 61.
15. Ms. Walker understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.

16. Ms. Walker affirms that she executes this Agreement of her own free will.
17. Modification of this Agreement must in writing and signed by all parties.
18. This Agreement is not subject to review or appeal by Ms. Walker, but may be enforced by an action in the Superior Court.
19. This Agreement becomes effective upon the date of the last necessary signature below.

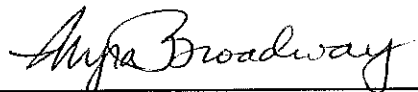
I, RENEE L. WALKER, RN, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THE EFFECT IT WILL HAVE ON MY NURSING LICENSE. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY AND AGREE TO BE BOUND BY THIS AGREEMENT. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.

DATED: 4/20/13

  
RENEE L. WALKER, RN

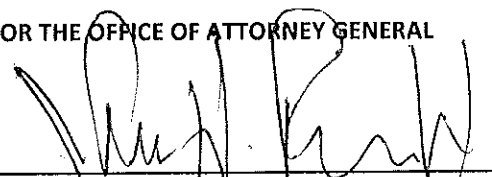
FOR THE MAINE STATE BOARD OF NURSING

DATED: 4/22/13

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

FOR THE OFFICE OF ATTORNEY GENERAL

DATED: 4/23/13

  
JOHN H. RICHARDS  
Assistant Attorney General