



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: Judith V. Berghuis  
of Yarmouth, Maine  
License #RN20217

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CONSENT AGREEMENT  
FOR  
WARNING & FINE

Case 2014-225

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 Judith V. Berghuis' license to practice nursing in the State of Maine. The parties to this Agreement are Judith V. Berghuis, 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)(A), 10 M.R.S. §8003 (5)(A-1)(1), 8003 (5)(A-1)(3) and 8003 (5)(B) in order to resolve Case 2014-225.

FACTS

1. Judith Berghuis' license to practice nursing in the State of Maine expired on March 28, 2013.
2. Judith Berghuis continued to provide nursing services for the Harrison Middle School after her license had expired. Judith Berghuis had been working for this employer since 2000.
3. An individual practicing nursing as a nurse during the time the individual's license has lapsed is considered an illegal practitioner and is subject to the penalties provided for violations of Title 32, Chapter 31, Section 2106 (3).
4. On October 22, 2014, Judith Berghuis sought reinstatement of her license and submitted the required filings.
5. On October 22, 2014, the Board initiated Case 2014-225 against Judith Berghuis for continuing to work as a nurse without a license.
6. In the absence of an agreement, the Board could impose, subsequent to adjudicatory proceedings, findings beyond those contained above and also impose greater adverse action including fines, suspension or probation of Judith Berghuis' license.

AGREEMENT

7. Judith Berghuis admits to the Facts as stated above and admits that such conduct constitutes grounds for the Board to impose discipline against her Maine nursing license under the following laws and regulations:

32 M.R.S. §2105-A(2)(H) for violation of a rule adopted by the Board; and



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Board Rules Chapter 4, §2(A)(3) for practicing as an (RN/LPN/APRN) while no longer being licensed to do so.

8. As discipline for the violations admitted to in paragraph 7 above, Judith Berghuis agrees that she will receive a **WARNING** and a **FINE** of \$500.00 related to the above stated conduct.
9. The parties agree that Judith Berghuis' request for reinstatement of license shall be granted with the following conditions.
  - A. Judith Berghuis shall pay a **FINE** in the amount of \$500.00.
  - B. Judith Berghuis shall pay a reinstatement fee of \$10.00 in addition to the renewal fee of \$75.00.
  - C. Judith Berghuis understands and agrees that if in the future she practices nursing without a valid license, the Board may consider the facts set forth herein to deny reinstatement and the State of Maine may pursue any and all penalties provided by law against Judith Berghuis for unlicensed practice.
10. Judith Berghuis waives her right to an adjudicatory hearing before the Board or any court regarding all facts, terms and conditions of this Agreement. Judith Berghuis agrees that this Agreement is a final order resolving Case 2014-225.
11. The Board and the Attorney General may communicate and cooperate regarding Judith Berghuis' practice or any other matter relating to this Agreement.
12. This Agreement is a public record within the meaning of 1 M.R.S. §408-A.
13. This Agreement constitutes adverse action and is reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).
14. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
15. For the purposed of this Agreement, the term "execution" means that date on which the final signature is affixed to this Agreement. Judith Berghuis acknowledges by her signature hereto that she has read 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: 10/22/2014

Judith V. Berghuis  
JUDITH V. BERGHUIS

FOR THE MAINE STATE BOARD OF NURSING

DATED: 10/22/14

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

FOR THE DEPARTMENT OF ATTORNEY GENERAL

DATED: 11/4/14

Ronald O. Guay  
RONALD O. GUAY, Assistant Attorney General