



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: ELAINE M. GRFFIN, RN )  
of Spruce Head, ME ) **AGREEMENT TO TERMINATE**  
 ) **CONSENT AGREEMENT**  
License No. RN58210 )

**INTRODUCTION**

The purpose of this Agreement ("Agreement") is to terminate Elaine M. Griffin's Consent Agreement dated February 13, 2012 (the "2012 Agreement") and thereby terminate her period of probation and all terms and conditions imposed by the 2012 Agreement. The parties to this Agreement are Elaine M. Griffin ("Ms. Griffin"), the Maine State Board of Nursing ("the Board"), and the Office of the Attorney General, State of Maine.

**FACTS**

1. Elaine M. Griffin was licensed by the Board to practice as a registered professional nurse ("RN") in Maine on July 23, 2010.
2. On February 13, 2012, Ms. Griffin [Post] entered into the 2012 Agreement with the Board, placing her nursing license on probation for a term of five years. The 2012 Agreement is attached hereto and marked as Exhibit A.
3. By letter received February 12, 2013, Ms. Griffin requested that the Board amend the probation imposed by the 2012 Agreement, paragraph 12 of which states: "Modification of this Agreement must [be] in writing and signed by all parties."
4. On March 6, 2013, Ms. Griffin appeared before the Board and requested that her probation be terminated.
5. The Board considered the following information pertaining to Ms. Griffin's request:
  - a. Ms. Griffin's participation in the Medical Professionals Health Program ("MPHP") since June 24, 2010 and correspondence dated February 11, 2013 from Lani Graham, MD, Director of MPHP, confirming her exemplary monitoring compliance and supporting Ms. Griffin's request;
  - b. Ms. Griffin's successful completion prior to the execution of the 2012 Agreement of a 28-day residential treatment program; her sobriety date of December 30, 2010; continued aftercare with Alcoholics Anonymous; and
  - c. Quarterly progress reports submitted to the Board's Probation Compliance Officer from Patty Kay, RN/Director of Nursing Services, regarding Ms. Griffin's employment at Winship Green Nursing Center.



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PHONE: (207) 287-1133

FAX: (207) 287-1149

**AGREEMENT**

6. The Board voted to grant Ms. Griffin's request to modify the 2012 Agreement and thereby terminates the probation imposed in Paragraph No. 4 of the 2012 Agreement and all other terms and conditions under the 2012 Agreement.
7. 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.
8. This Agreement becomes effective upon the date of the last necessary signature below.
9. Ms. Griffin acknowledges that she has read and understands this Agreement and has had an opportunity to consult with legal counsel prior to signing it.

Dated: 3/13/2013

Elaine M. Griffin, RN  
ELAINE M. GRIFFIN, RN

FOR THE MAINE STATE BOARD OF NURSING

Dated: 3/18/13

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

FOR THE OFFICE OF THE ATTORNEY GENERAL

Dated: 3/25/13

John H. Richards  
JOHN H. RICHARDS  
Assistant Attorney General



- b. Elaine M. Post will notify the Board in writing within five business days of any change in 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. Post'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.
  - c. Elaine M. Post will abstain completely 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 Ms. Post's substance abuse history.
  - d. Elaine M. Post will continue in her treatment program to such an extent and for as long as her treatment providers recommend. She 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. Post's treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - e. Elaine M. Post's employment is restricted during the period of probation to structured settings with on-site supervision by a 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.
  - f. Elaine M. Post 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. Elaine M. Post 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 is to include clinical competency.
  - h. Elaine M. Post agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the five (5) year probationary period, until and unless the Board, at Ms. Post's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Post has complied with the provisions of this Agreement.
5. Elaine M. Post 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 evaluation for a substance abuse problem and any recommended treatment which the Board deems necessary to evaluate her compliance with the Agreement. Ms. Post 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 evaluation, counseling and employment as may be requested by the Board.
  6. If Ms. Post violates the conditions of her probation, the Board will give written notice to her 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. § 8003 and Title 32 M.R.S. § 2105-A.
  7. Elaine M. Post 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, the information will be immediately forwarded to Ms. Post for response. Ms. Post understands and agrees that in such an event, her license shall remain suspended pending a hearing. The Board shall hold a hearing within sixty (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. Post's license will be immediately reinstated retroactive to the date of suspension.

8. 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. Post "Home state" of licensure and primary state of residence, which means 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. Post 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. Post'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 she wishes to work.

9. 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.
10. Elaine M. Post understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
11. Elaine M. Post affirms that she executes this Agreement of her own free will.
12. Modification of this Agreement must in writing and signed by all parties.
13. This Agreement is not subject to review or appeal by Ms. Post, but may be enforced by an action in the Superior Court.
14. This Agreement becomes effective upon the date of the last necessary signature below.

**I, ELAINE M. POST, 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.**

DATED: 02/08/2012

Elaine M. Post  
ELAINE M. POST

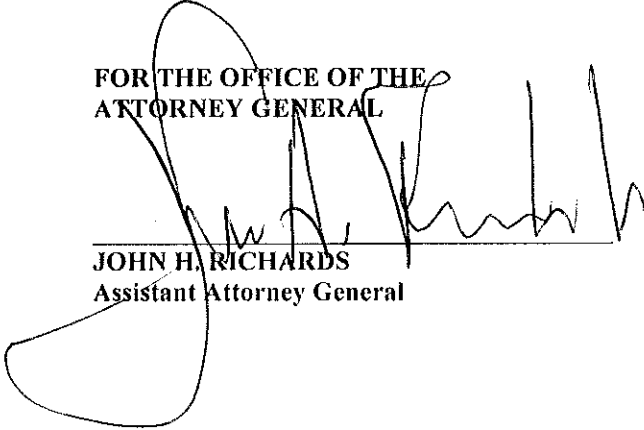
FOR THE MAINE STATE  
BOARD OF NURSING

DATED: Feb 10, 2012

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

DATED: 2/13/12

FOR THE OFFICE OF THE  
ATTORNEY GENERAL



A large, stylized handwritten signature in black ink, appearing to read 'John H. Richards', is written over a horizontal line. The signature is highly cursive and loops back under the line.

JOHN H. RICHARDS  
Assistant Attorney General



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

STATE'S EXHIBIT  
 A

JOHN ELIAS BALDACC  
 GOVERNOR

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

IN RE: ELAINE M. POST, R.N. )  
 of Spruce Head, Maine )  
 License #R058210 )

CONSENT AGREEMENT  
 FOR  
 LICENSE PROBATION

INTRODUCTION

This document is a Consent Agreement ("Agreement") regarding Elaine M. Post's license as a registered professional nurse in the State of Maine. The parties to this Agreement are Elaine M. Post ("Applicant," "Licensee," or "Ms. Post"), Maine State Board of Nursing ("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) (B) and § 8003(5) (B). The parties to this Agreement are Ms. Post, the Board, and the Office of the Attorney General, State of Maine.

FACTS

1. Elaine M. Post filed an Application for Examination and Licensure as a Registered Professional Nurse with the Maine State Board of Nursing on May 13, 2010.
2. Ms. Post disclosed the following information on her application:
  - a. Ms. Post graduated from the University of Maine at Augusta with an Associate Degree in Nursing in May 2010.
  - b. In October 2003, the Applicant pled nolo contendere to a misdemeanor charge of Driving While Under the Influence (First Offense) in Rhode Island. The District Court Judgment was a \$500 Fine, \$725.50 in Costs, 20 hours of Community Service, and a three-month license suspension.
  - c. In July 2008, the Applicant pled guilty to a charge of Operating Under the Influence in Rockland, ME. A Judgment and Commitment dated December 17, 2008 stipulates imprisonment for a term of 180 days, all but ten days suspended, probation for a period of one year, a \$1000 Fine, and applicable surcharges of \$240.
  - d. Ms. Post entered treatment for alcohol dependence on September 17, 2008 with Amy Barnett, MS, LADC, CCS. She attended AA a minimum of four times a week and met with her AA sponsor regularly to work on the 12-Step Program. In addition, she successfully completed Maine's Driver Education & Evaluation Program ("DEEP") on February 26, 2009.
3. The Applicant passed her NCLEX-RN on June 17, 2010. She continues to work as a CNA in the Special Care Unit at Penobscot Bay Medical Center, where she has been employed since June 2007. Correspondence dated May 13, 2010 from Nurse Manager Sharon McDermott reports no evidence of substance abuse or abuse while Ms. Post has been on duty.
4. The Board referred Ms. Post to the Medical Professionals Health Program for assessment on May 21, 2010. Following the assessment, Ms. Post signed a five-year Monitoring Contract with MPHP effective June 24, 2010.
5. On July 7, 2010, the Board voted to approve Ms. Post's Application as a Registered Professional Nurse in Maine and to offer her this Consent Agreement to place her license on probation.



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AGREEMENT

6. Elaine M. Post understands and agrees that this document imposes discipline regarding her license to practice registered professional nursing in the State of Maine.
7. Elaine M. Post's license as a registered professional nurse in the State of Maine is placed on probationary status with conditions. The period of probation will commence upon Ms. Post's employment as a nurse and will be for a period of five years, effective only while she is employed in nursing practice and/or enrolled in a nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Post performs nursing services. Her probationary license will be subject to the following conditions:
  - a. Elaine M. Post shall fully cooperate with the representatives of the Board in its monitoring of compliance with the conditions of the probation in this Agreement. She shall inform the Board in writing within 15 days of any address change.
  - b. Elaine M. Post 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(s) who is aware of her substance abuse history.
  - c. Elaine M. Post will continue in aftercare treatment programs to such an extent and for as long as her treatment provider(s) recommend.
  - d. Elaine M. Post will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s) until her probation is terminated. If treatment is terminated during her probation, she shall notify the Board and provide written documentation.
  - e. Elaine M. Post must notify the Board in writing within five business days after she obtains 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 educational program, as well as any subsequent change(s) in employment or education. If during the period of probation, Ms. Post'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. Elaine M. Post must 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. Elaine M. Post must 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 is to include clinical competency, ability to follow policies and procedures relative to standards of practice, and clinical documentation.
8. Elaine M. Post agrees and understands that the Board and 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. Ms. Post 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.



9. Elaine M. Post understands and agrees that her license will remain on probationary status and subject to the terms of this Agreement beyond the five-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. Post has complied with the provisions of this Agreement.
10. Elaine M. Post's employment is restricted during the period of probation to structured settings with on-site supervision by a registered professional nurse. Structured settings shall not include assignment from temporary employment agencies, home health, school nursing, work as a travel nurse or within the correctional system.
11. If Ms. Post violates the conditions of her probation, the Board will send written notice to the last known address of the Licensee that is on file with the Board regarding her failure to comply. 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. After a hearing, if the Board finds that the Licensee has failed to meet the obligations of this Consent Agreement, the Board may take any disciplinary action 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.
12. Elaine M. Post 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 the Consent 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. Post for response. She 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 Office of the Attorney General earlier determine that such information is without merit. If the information received is proven inaccurate or incorrect, either through hearing or determination by the Executive Director and/or Office of the Attorney General, Ms. Post's license will be immediately reinstated, retroactive to the date of suspension.
13. 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. Post'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. Post understands this Consent Agreement is subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice is limited to the State of Maine as it pertains to the Compact. If Ms. Post 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.
14. 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.

15. Elaine M. Post understands that she does not have to execute this Consent Agreement and has the right to consult with an attorney before entering into the Agreement.
16. Elaine M. Post affirms that she executes this Agreement of her own free will.
17. Modification of this Agreement must be in writing and signed by all parties.
18. This Agreement is not subject to review or appeal by the Licensee.
19. This Agreement becomes effective upon the date of the last necessary signature below.

**I, ELAINE M. POST, RN, 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.**

DATED: 7/16/10

Elaine M. Post, RN  
ELAINE M. POST, RN

FOR THE MAINE STATE  
BOARD OF NURSING

DATED: July 19, 2010

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

FOR THE OFFICE OF THE  
ATTORNEY GENERAL

DATED: 7/23/10

John H. Richards  
JOHN H. RICHARDS  
Assistant Attorney General



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



PAUL R. LePAGE  
 GOVERNOR

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

IN RE: ELAINE M. POST, RN )  
 of Spruce Head )  
 License # R058210 )  
 ) CONSENT AGREEMENT  
 ) FOR VOLUNTARY  
 ) SURRENDER OF LICENSE

**INTRODUCTION**

This document is a Consent Agreement ("Agreement") regarding Elaine M. Post's license as a registered professional nurse in the State of Maine. The parties to this Agreement are Elaine M. Post ("Licensee" or "Ms. Post"), Maine State Board of Nursing ("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) (C), 10 M.R.S. §§ 8003 (5) (A-1) (4) and 8003 (5) (B). The parties met in an informal conference on December 1, 2010 and reached this Agreement on the basis of Ms. Post's violation of her Consent Agreement dated July 23, 2010.

**FACTS**

1. Licensing History. Elaine M. Post has been licensed to practice in Maine as a registered professional nurse since July 23, 2010, at which time she entered into a Consent Agreement with the Board, placing her license on probation for a term of five (5) years. Condition 7(a) of the Agreement states that, "*Elaine M. Post 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(s) who is aware of her substance abuse history.*" The July 2010 Consent Agreement is attached and marked as Exhibit A.
2. By letter dated November 12, 2010, the Board was notified by the Medical Professionals Health Program ("MPHP") that Ms. Post had reported a return to substance abuse which resulted in her returning to detox and an intensive outpatient care program. She has resigned from her nursing position at Pen Bay Hospital and acknowledges that she failed to comply with the terms and conditions of her July 2010 Consent Agreement.
3. Elaine M. Post wishes to resolve this matter by entering into this Agreement and offers to surrender her registered professional nurse license, thereby waiving her right to an adjudicatory hearing.

**AGREEMENT**

4. The Board will accept Elaine M. Post's offer to voluntarily surrender her registered professional nurse license. Ms. Post 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) (B), (2) (F), (2) (H) and Chapter 4.1.A.2., 4.1.A.6. and 4.1.A.8. of the Rules and Regulations of the Maine State Board of Nursing. Specifically, the violations are:
  - a. 32 M.R.S. § 2105-A (2) (B). "Habitual substance abuse that . . . is foreseeably likely to result in the licensee performing services in a manner that endangers the health or safety of patients." (See also Rule Chapter 4, Section 4.1.A.2.)
  - b. 32 M.R.S. § 2105-A (2) (F). Unprofessional Conduct. Ms. Post has engaged in unprofessional conduct which violates a standard of professional behavior that has been established in the practice for which she is licensed. (See also Rule Chapter 4, Section 4.1.A.6.)



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- c. 32 M.R.S. § 2105-A (2) (H). A violation of this chapter or a rule adopted by the Board. (See also Rule Chapter 4, Section 1.A.8.)
5. Elaine M. Post understands and agrees that her license will remain on surrender status and subject to the terms of this Agreement indefinitely until and unless the Board, at her written request, votes to reinstate her license. Ms. Post understands and agrees that if the Board reinstates her license, it will be for a probationary period.
  6. 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. Post'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. Post understands this Consent Agreement is subject to the Compact.
  7. Elaine M. Post understands that she does not have to execute this Agreement and has the right to consult with an attorney before entering into the Agreement.
  8. Elaine M. Post shall not work or volunteer in any capacity for a health care provider as defined by Title 24 M.R.S. § 2502 (2) or in any position holding herself out as a registered professional nurse or with the designation "RN" while her nursing license is surrendered.
  9. 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.
  10. Modification of this Agreement must be in writing and signed by all the parties.
  11. This Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
  12. Elaine M. Post affirms that she executes this Agreement of her own free will.
  13. This Agreement becomes effective upon the date of the last necessary signature below.

I, ELAINE M. POST, RN, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. 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: 4/12/11  
(Dec. 2010)

Elaine M. Post, RN  
ELAINE M. POST, RN

FOR THE MAINE STATE BOARD OF NURSING

DATED: 4/20/11

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

FOR THE OFFICE OF THE ATTORNEY GENERAL

DATED: 4/21/11

John H. Richards  
JOHN H. RICHARDS  
Assistant Attorney General