



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: LYNN HALL, R.N.) **CONSENT AGREEMENT**
 of Trenton, Maine) **FOR A WARNING AND**
 License #R030260) **PROBATION**

INTRODUCTION

This document is a Consent Agreement regarding Lynn Hall's license to practice registered professional nursing in the State of Maine. The parties enter into this Agreement pursuant to 32 M.R.S.A. § 2105-A(1-A)(A) and (B), 10 M.R.S.A. § 8003(5)(A-1)(1) and (4) and § 8003(5)(B). The parties to this Consent Agreement are Lynn Hall ("Licensee"), Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine. An informal conference was held on March 14, 2007. The parties reached this Agreement on the basis of information submitted by Westgate Manor ("Westgate"), Bangor, Maine by a letter dated October 12, 2006.

FACTS

1. Lynn Hall has been a registered professional nurse licensed to practice in Maine since 1987.
2. Lynn Hall had been employed with Westgate since February 23, 1987. She was terminated from Westgate in October 2006 because she diverted medication for her personal use. The facts indicate that the diversion was a single incident where Ms. Hall used one dose of the patient's medication which should have been destroyed.
3. Lynn Hall is undergoing treatment and counseling for depression, which is associated with the above-stated drug diversion incident.

AGREEMENT

4. Lynn Hall agrees and understands that based upon the above stated facts, her conduct constitutes grounds for discipline under Title 32 M.R.S.A. § 2105-A(2)(F), (2)(H) and Chapter 4.1.A.6., 4.1.A.8., 4.3.P. and 4.3.Q. Lynn Hall is hereby formerly **WARNED** for unprofessional conduct.
5. Lynn Hall's license to practice professional nursing in the State of Maine is placed on a probationary status with conditions. The period of probation will be for a period of three years to be effective only while she is employed in nursing practice or enrolled in a nursing education program. For purposes of this Consent Agreement, nursing employment is any employment during which Ms. Hall performs nursing services. Ms. Hall's probationary license will be subject to the following conditions:



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- a. Lynn Hall will immediately notify the Board in writing should she return to employment 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 and any subsequent change in employment or educational programs.
 - b. Lynn Hall will notify any and all of her nursing employers and notify faculty involved in any clinical studies of the terms of this Consent Agreement and shall provide them with a copy of it.
 - c. Lynn Hall will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer or clinical faculty regarding her general nursing practice.
 - d. Lynn Hall will continue in her treatment program to such an extent and for as long as her treatment provider(s) recommend.
 - e. Lynn Hall will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider(s), and such reports shall continue until her probation is terminated. If Ms. Hall's treatment is terminated, she shall notify the Board.
 - f. Lynn Hall agrees and understands that the Board and the Department of Attorney General shall have access to any and all medical records and all otherwise confidential or medically privileged information pertaining to her medical treatment for depression which the Board deems necessary to evaluate Ms. Hall's compliance with this Consent Agreement. Ms. Hall shall provide such information, shall authorize the release of such records and information, and shall 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 for the purpose of evaluating Ms. Hall's fitness to practice as a registered professional nurse.
6. The State of Maine is Lynn Hall's home state of licensure for purposes of the Nurse Licensure Compact. Ms. Hall agrees that during the pendency of this Consent Agreement her nursing practice is limited to the State of Maine unless otherwise authorized by the Board. If Ms. Hall wishes to practice in any other party state within the Compact, she shall petition the Board for written authorization. In addition, Ms. Hall will 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.
 7. Lynn Hall agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement indefinitely beyond the three-year probationary period, until and unless the Board, at Ms. Hall's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Hall has complied with the provisions of this Consent Agreement.

8. Lynn Hall understands that this document is a Consent Agreement that affects her rights to practice nursing in Maine and other party states in the Nurse Licensure Compact. Ms. Hall understands that she does not have to execute this Consent Agreement and that she has the right to consult with an attorney before entering into the Consent Agreement.
9. If Ms. Hall fails to meet any of the obligations of this Consent Agreement, 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.
10. Lynn Hall affirms that she executes this Consent Agreement of her own free will.
11. Modification of this Consent Agreement must be in writing and signed by all the parties.
12. This Consent Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.
13. This Consent Agreement becomes effective upon the date of the last necessary signature below.

I, LYNN HALL, R.N., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND.

DATED: 4/30/07

Lynn Hall RN
 LYNN HALL, R.N.

DATED: 5/1/07

[Signature]
 MATTHEW J. FOSTER, ESQ.
 Attorney for Lynn Hall

DATED: 5/4/07

FOR THE MAINE STATE
 BOARD OF NURSING
[Signature]
 MYRA A. BROADWAY, J.D., M.S., R.N.
 Executive Director

DATED: 5/10/07

FOR THE OFFICE OF THE
 ATTORNEY GENERAL
[Signature]
 JOHN H. RICHARDS
 Assistant Attorney General