



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: BONNIE S. HOWES, R.N.)
 a/k/a/ BONNIE S. HEATH)
 a/k/a BONNIE S. HENRY)
 of Mechanic Falls, Maine)
 License #R041839 & P011441)** **CONSENT AGREEMENT
 FOR LICENSE PROBATION
 WITH CONDITIONS**

INTRODUCTION

This document is a Consent Agreement (“Agreement”) regarding Bonnie S. Howes’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) (B) and 10 M.R.S.A. § 8003(5) (B). The parties to this Agreement are Bonnie S. Howes (“Licensee” or “Ms. Howes”), Maine State Board of Nursing (“Board”) and the Office of the Attorney General, State of Maine. An informal conference was held on August 12, 2008. The Parties reached this Agreement based upon the below-stated facts:

FACTS

1. Bonnie S. Howes has been a registered professional nurse licensed to practice in Maine since November 1997. She was previously licensed in Maine as a licensed practical nurse from August 1996 to April 1998.
2. Bonnie S. Howes’s current declared residency is the State of Maine. Ms. Howes is also licensed as a registered nurse in the State of California, under License No. 634255. On November 30, 2007, Ms. Howes accepted a Stipulated Settlement and Disciplinary Order (“California Order”) from the Board of Registered Nursing, Department of Consumer Affairs, State of California (“California Board”), which was adopted by the California Board on March 20, 2008, with an effective date of April 21, 2008. The California Order revokes Ms. Howes’s registered nurse license in the State of California; however, the revocation was stayed and the Licensee was placed on probation for three years with conditions. The California Agreement further states that, “Periods of residency or practice as a registered nurse outside of California shall not apply toward a reduction of this probation time period.” Therefore, Ms. Howes’s license probation is tolled while she resides outside California [Exhibit A].
3. Bonnie S. Howes is currently employed as a registered professional nurse at Community Partners, located in Biddeford, Maine.



PRINTED ON RECYCLED PAPER

OFFICES LOCATED AT: 161 CAPITOL ST., AUGUSTA, ME
<http://www.maine.gov/boardofnursing/>

PHONE: (207) 287-1133

FAX: (207) 287-1149

4. Bonnie S. Howes admits that she has a substance abuse problem. She has been substance free since July 2006. The treatment provider report and other information which detail Ms. Howes's recovery are contained in Exhibit B.
5. The Board acknowledges that Ms. Howes has made substantial progress in her treatment and recovery.
6. Bonnie S. Howes wishes to resolve this matter by accepting this Agreement, thereby waiving her rights to an adjudicatory hearing.

AGREEMENT AND CONDITIONS OF PROBATION

7. Bonnie S. Howes understands and agrees that this document imposes discipline regarding her license to practice registered professional nursing and her conduct constitutes grounds for discipline under 32 M.R.S.A. § 2105-A(2)(B), (2)(F) and (2)(H) and Chapter, 4(1)(A)(2), 4(1)(A)(6), 4(1)(A)(8) and Chapter 4(3)(K), 4(3)(N) and 4(3)(O) of the Rules and Regulations of the Maine State Board of Nursing.
8. Bonnie S. Howes'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. Howes's return to nursing practice, either through employment and/or pursuant to a clinical nursing educational program. The period of probation will be for a period of three years, effective only while she is employed in nursing practice and/or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Howes performs nursing services. Ms. Howes's probationary license will be subject to the following conditions:
 - a. Bonnie S. Howes shall fully comply with the conditions of the probation in this Agreement and cooperate with the representatives of the Board in its monitoring and investigation of the Licensee's compliance with probation. Ms. Howes shall inform the Board in writing within 15 days of any address change.
 - b. Bonnie S. Howes will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a treatment provider who is aware of Ms. Howes's substance abuse history.
 - c. Bonnie S. Howes will continue in her aftercare treatment program to such an extent and for as long as her treatment provider(s) recommend.
 - d. Bonnie S. Howes 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. Howes's treatment is terminated during her probation, she shall notify the Board.

e. Bonnie S. Howes will notify the Board in writing within five business days after she obtains any 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. Howes'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, from any nursing employment or nursing educational program with a full explanation of the circumstances surrounding the termination or separation.

f. Bonnie S. Howes 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.

g. Bonnie S. Howes 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.

h. Bonnie S. Howes agrees and understands that the Board and the Office of 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 continued recovery. Ms. Howes 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.

9. Bonnie S. Howes agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement beyond the three-year probationary period until and unless the Board, at Ms. Howes's written request, votes to terminate her probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Howes has complied with the provisions of this Agreement.
10. If Ms. Howes violates the conditions of her probation, the Board will give written notice to the Licensee 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, the Board 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.A. § 8003 and Title 32 M.R.S.A. § 2105-A.

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. Howes'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 that are in the Compact are referred to as "remote states," which means party states other than the home state that have adopted the Compact. Ms. Howes understands that this document is an Agreement subject to the Compact. She agrees that during the pendency of this Agreement, her nursing practice may be limited to the State of Maine as it pertains to the Compact. If Ms. Howes 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.
12. This Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S.A. § 408.
13. Bonnie S. Howes understands that she does not have to execute this Consent Agreement and has the right to consult with an attorney before entering into the Consent Agreement.
14. Bonnie S. Howes affirms that she executes this Consent Agreement of her own free will.
15. Modification of this Consent Agreement must in writing and signed by all the parties.
16. This Consent Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.

17. This Consent Agreement becomes effective upon the date of the last necessary signature below.

I, BONNIE S. HOWES, R.N., 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: 10/13/08



BONNIE S. HOWES, R.N.

FOR THE MAINE STATE
BOARD OF NURSING

DATED: 10/20/08



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

FOR THE OFFICE OF THE
ATTORNEY GENERAL

DATED: 10/21/08



JOHN H. RICHARDS
Assistant Attorney General