



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.)



PRINTED ON RECYCLED PAPER

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

- 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



### 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 A. 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