

Consent Agreement for Reinstatement With Conditions of Probation

Jill I. Shoemaker, R.N.

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pursuant to an educational program. The period of probation will be for a period of 2 years, to be effective only while she is employed in nursing practice or enrolled in a nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Shoemaker performs nursing services. Ms. Shoemaker's probationary license will be subject to the following conditions:

- a. Jill I. Shoemaker will abstain completely from the use of alcohol or drugs, with the exception of substances used in accordance with a valid prescription from a physician who is aware of Ms. Shoemaker's substance abuse history.
- b. Jill I. Shoemaker will continue in her aftercare treatment program.
- c. Jill I. Shoemaker will arrange for and ensure the submission of quarterly reports to the Board by her treatment provider.
- d. Jill I. Shoemaker 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 change in employment or educational programs.
- e. Jill I. Shoemaker 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.
- f. Jill I. Shoemaker will arrange for and ensure the submission to the Board of quarterly reports from her nursing employer or clinical faculty.
- g. Jill I. Shoemaker 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 treatment for substance abuse which the Board deems necessary to evaluate Ms. Shoemaker's compliance with the Consent Agreement and her continued recovery. Ms. Shoemaker 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. Shoemaker's compliance with the Consent Agreement and her continued recovery.

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6. Jill I. Shoemaker agrees and understands that her license will remain on probationary status and subject to the terms of this Agreement indefinitely beyond the two year probationary period, until and unless the Board, at Ms. Shoemaker's written request, votes to terminate Ms. Shoemaker's probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Shoemaker has complied with the provisions of this Agreement.
7. This Consent Agreement modifies and replaces the November 29, 2000 Consent Agreement entered into by and between Ms. Shoemaker, the Board and the Department of Attorney General. Ms. Shoemaker understands that this document is a Consent Agreement that affects her rights to practice nursing in Maine. Ms. Shoemaker 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.
8. Jill I. Shoemaker affirms that she executes this Consent Agreement of her own free will.
9. Modification of this Consent Agreement must be in writing and signed by all parties.
10. This Consent Agreement is not subject to review or appeal by the Licensee, but may be enforced by an action in the Superior Court.

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

I, JILL I. SHOEMAKER 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: 7-9-01



JILL I. SHOEMAKER

**FOR THE MAINE STATE
BOARD OF NURSING**

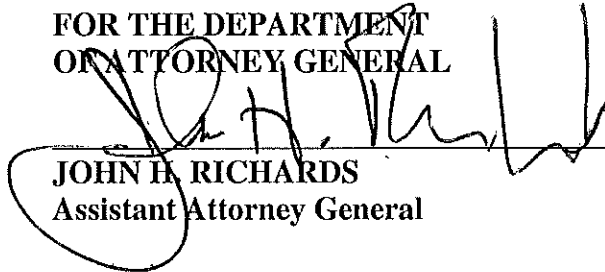
DATED: July 10, 2001



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

**FOR THE DEPARTMENT
OF ATTORNEY GENERAL**

DATED: July 16, 2001



JOHN H. RICHARDS
Assistant Attorney General