



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: RENEE L. WALKER)
 of Skowhegan, Maine)
 License #R047947)
)
) **CONSENT AGREEMENT**
) **FOR LICENSE REINSTATEMENT**
) **AND PROBATION WITH**
) **CONDITIONS**

INTRODUCTION

This document is a Consent Agreement regarding Renee L. Walker's license to practice as a registered professional nurse in the State of Maine. The parties enter into this Consent Agreement pursuant to 32 M.R.S.A. § 2105-A (1-A) (B) and 10 M.R.S.A. § 8003 (5) (B). The Board met with Ms. Walker on June 5, 2008 regarding her request for reinstatement of her nursing license. The parties to this Consent Agreement are Renee L. Walker ("Ms. Walker" or "Licensee"), Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine.

FACTS

1. Renee L. Walker entered into a Consent Agreement with the Board on February 21, 2007, surrendering her license as a registered professional nurse [Exhibit A].
2. The Board considered the following information relating to Ms. Walker's recovery: 1) Correspondence from Ms. Walker dated April 14, 2008; 2) Correspondence from David E. Evans received by the Board on April 18, 2008; 3) Correspondence from David Labin dated April 3, 2008; 4) Correspondence from Robert McGowan received by the Board on April 18, 2008; 5) Correspondence from Cheri Savage received by the Board on April 18, 2008; 6) a Summary of Treatment and Recommendations from Anita Cooley, LMSW-cc, LADC of Youth & Family Services, Inc. dated April 7, 2008; and 7) Correspondence from Martha Maloney LCPC-c, CADC of Youth & Family Services, Inc. dated May 25, 2008.
3. Renee L. Walker continues in counseling and attends AA. She has been substance free since July 25, 2006.

AGREEMENT AND CONDITIONS OF PROBATION

4. Renee L. Walker's license as a registered professional nurse in the State of Maine is reinstated on a probationary status with conditions. The period of probation will commence upon Ms. Walker's return to nursing practice, either through employment or pursuant to an educational program. The term of probation will be for a period of five (5) years, to be effective only while she is employed in nursing practice or enrolled in a clinical nursing education program. For purposes of this



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Agreement, nursing employment is any employment during which Ms. Walker performs nursing services. Ms. Walker's probationary license will be subject to the following conditions:

- a. Renee L. Walker 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. Walker's substance abuse history.
- b. Renee L. Walker will continue in her aftercare treatment program to such an extent and for as long as her treatment providers recommend.
- c. Renee L. Walker will arrange for and ensure the submission to the Board of quarterly reports by her treatment providers and such reports shall continue until her probation is terminated. If Ms. Walker's treatment is terminated, she shall notify the Board.
- d. Renee L. Walker will immediately notify the Board in writing should she return to 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 and any subsequent changes in employment or educational programs.
- e. Renee L. Walker will notify any and all of her nursing employers and faculty involved in any clinical studies of the terms of this Consent Agreement and shall provide them with a copy of it.
- f. Renee L. Walker 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. If, during the period of probation, Ms. Walker's employment as a nurse terminates or should her educational program in the field of nursing terminate, she shall notify the Board of these changes to ensure that she remains in compliance with her employment and/or educational quarterly reports.
- g. Renee L. Walker 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 her compliance with the Consent Agreement and continued recovery. Ms. Walker 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. Walker's compliance with the Consent Agreement and her continued recovery.


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5. Renee L. Walker's employment is restricted during the period of probation to structured settings with on-site supervision by another registered professional nurse. Structured settings shall not include assignments from temporary employment agencies, school nursing, work as a traveling nurse or work within the correctional system.
6. Renee L. Walker 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. Walker's written request, votes to terminate Ms. Walker's probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Walker has complied with the provisions of this Agreement.
7. 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. Walker's "home state" of licensure and primary state of residence, which means that Ms. Walker 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. Walker understands that this document is a Consent Agreement that is subject to the Compact. Ms. Walker agrees that during the pendency of this Consent Agreement, her nursing practice may be limited to the State of Maine as it pertains to the Compact. If Ms. Walker 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.
8. If the Board finds that Ms. Walker has failed to meet 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.
9. This Consent 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.
10. Renee L. Walker 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.
11. Renee L. Walker affirms that she executes this Consent Agreement of her own free will.

12. Modification of this Consent Agreement must in writing and signed by all parties.
13. This Consent Agreement is not subject to review or appeal by Ms. Walker, but may be enforced by an action in the Superior Court.
14. This Consent Agreement becomes effective upon the date of the last necessary signature below.

I, RENEE L. WALKER, 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.

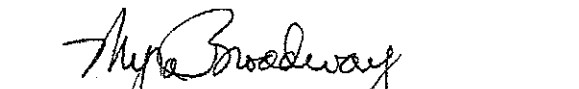
DATED: 7/7/08



RENEE L. WALKER

FOR THE MAINE STATE
BOARD OF NURSING

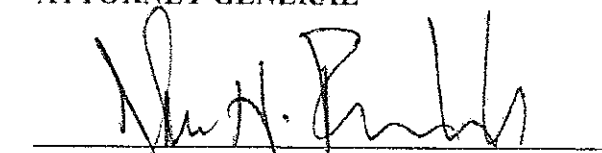
DATED: July 9, 2008



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

FOR THE DEPARTMENT OF
ATTORNEY GENERAL

DATED: July 9, 2008



JOHN H. RICHARDS
Assistant Attorney General