



JOHN ELIAS BALDACCI  
GOVERNOR

STATE OF MAINE  
BOARD OF NURSING  
158 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0158

MYRA A. BROADWAY, J.D., M.S., R.N.  
EXECUTIVE DIRECTOR

<b>IN RE: DIANNE L. WAUGH</b>	)	<b>CONSENT AGREEMENT</b>
of Portland, Maine	)	<b>FOR LICENSE REINSTATEMENT</b>
License #P004146	)	<b>AND PROBATION WITH</b>
	)	<b>CONDITIONS</b>

**INTRODUCTION**

This document is a Consent Agreement regarding Dianne L. Waugh's license to practice as a licensed practical 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. Waugh on June 5, 2008 regarding her request for reinstatement of her nursing license. The parties to this Consent Agreement are Dianne L. Waugh ("Ms. Waugh" or "Licensee"), Maine State Board of Nursing ("Board") and the Office of the Attorney General, State of Maine.

**FACTS**

1. Dianne L. Waugh entered into a Consent Agreement with the Board on July 25, 2001, surrendering her license as a licensed practical nurse [Exhibit A].
2. Dianne L. Waugh agreed in Item 7 of said Agreement that before the Board would consider her request for reinstatement she would complete courses in 1) anger management; and 2) nursing ethics that included the topic of "communications with patients and families."
3. Dianne L. Waugh provided documentation dated December 31, 2007 that she has completed two (2) 12-week courses in Anger Management at Maine Medical Center's Department of Vocational Services.
4. Dianne L. Waugh has not practiced as a nurse since May 2001.

**AGREEMENT AND CONDITIONS OF PROBATION**

5. Dianne L. Waugh's license as a licensed practical nurse in the State of Maine is reinstated on a probationary status with conditions. The period of probation will commence upon Ms. Waugh's return to nursing practice, either through employment or pursuant to an educational program. The term of probation will be for a period of three (3) years, to be effective only while she is employed in nursing practice or enrolled in a clinical nursing education program. For purposes of this Agreement, nursing employment is any employment during which Ms. Waugh performs nursing services. Ms. Waugh's probationary license will be subject to the following conditions:



PRINTED ON RECYCLED PAPER

**Dianne L. Waugh**

**Consent Agreement for Reinstatement & Probation with Conditions**

**Page 2**

- a. Dianne L. Waugh is required to complete a refresher course in practical nursing and provide the Board with documentation of its successful completion before she seeks employment in nursing. Another option, subject to the approval of the Executive Director of the Board, is if Ms. Waugh finds nursing employment as a licensed practical nurse at a facility that will provide her with a refresher/orientation course while working as a licensed practical nurse.
  - b. Dianne L. Waugh 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.
  - c. Dianne L. Waugh 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.
  - d. Dianne L. Waugh 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. Waugh's employment as a nurse terminates or should her educational program in the field of nursing terminates, she shall notify the Board of this change to ensure that she remains in compliance with her employment and/or educational quarterly reports.
6. Dianne L. Waugh'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 assignments from temporary employment agencies, school nursing, work as a traveling nurse or within the correctional system.
  7. Dianne L. Waugh 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. Waugh's written request, votes to terminate Ms. Waugh's probation. When considering whether to terminate the probation, the Board will consider the extent to which Ms. Waugh has complied with the provisions of this Agreement.
  8. 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. Waugh's "home state" of licensure and primary state of residence, which means that Ms. Waugh 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. Waugh understands that this document

**Dianne L. Waugh**  
**Consent Agreement for Reinstatement & Probation with Conditions**  
**Page 3**

is a Consent Agreement that is subject to the Compact. Ms. Waugh 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. Waugh 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.

9. If the Board finds that Ms. Waugh 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.
10. 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.
11. Dianne L. Waugh 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.
12. Dianne L. Waugh affirms that she executes this Consent Agreement of her own free will.
13. Modification of this Consent Agreement must in writing and signed by all the parties.
14. This Consent Agreement is not subject to review or appeal by Ms. Waugh, but may be enforced by an action in the Superior Court.
15. This Consent Agreement becomes effective upon the date of the last necessary signature below.

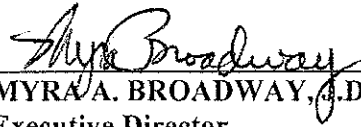
**I, DIANNE L. WAUGH, HAVE READ AND UNDERSTAND THE FOREGOING  
CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, I WAIVE  
CERTAIN RIGHTS. I SIGN IT VOLUNTARILY WITHOUT ANY THREAT OR  
PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS  
THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT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

DATED: July 24, 2008

Dianne L. Waugh  
DIANNE L. WAUGH

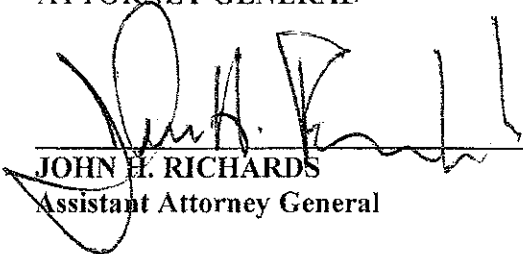
FOR THE MAINE STATE  
BOARD OF NURSING

DATED: 7/25/08

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

FOR THE DEPARTMENT OF  
ATTORNEY GENERAL

DATED: 7/28/08

  
\_\_\_\_\_  
JOHN H. RICHARDS  
Assistant Attorney General