

BEFORE THE BOARD OF NURSE EXAMINERS
FOR THE STATE OF TEXAS

In the Matter of § ELIGIBILITY
ROBIN JANIELEE SHAW §
APPLICANT for Eligibility for Licensure § AGREED ORDER



I do hereby certify this to be a complete, accurate, and true copy of the document which is on file or is of record in the offices of the Texas Board of Nursing.
Katherine A. Thomas
Executive Director of the Board

On the date entered below, the Board of Nurse Examiners for the State of Texas hereinafter referred to as the Board, considered the Temporary License/Endorsement Application and supporting documents filed by ROBIN JANIELEE SHAW, hereinafter referred to as APPLICANT, together with any documents and information gathered by staff and APPLICANT's Certificate contained herein. Information received by the Board produced evidence that APPLICANT may have violated Section 301.452(8) *et seq.*, Texas Occupations Code.

APPLICANT waived representation by counsel, notice and hearing, and agreed to the entry of this Order offered on October 5, 2003, by Katherine A. Thomas, MN, RN, Executive Director.

FINDINGS OF FACT

1. On or about August 4, 2003, Applicant submitted a Temporary License/Endorsement Application in compliance with Section 301.260 *et seq.*, Texas Occupations Code.
2. Applicant waived representation, notice, administrative hearing, and judicial review.
3. Applicant graduated with an Associate Degree in Nursing from Pierce College, Los Angeles, California, in May 1990.
4. Applicant completed the application for licensure by endorsement and answered "yes" to Question Number Ten (10), which reads as follows: "*Have you ever had disciplinary action taken against your license by any licensing/certifying authority in any country, state, province or territory?*"

5. On March 7, 1996, Applicant was issued an Agreement for Probation (non-disciplinary) by the Nevada State Board of Nursing, requiring monitoring of Applicant's Nevada nursing license for five (5) years.
6. On October 4, 2001, Applicant satisfied all terms and conditions as set forth in the Agreement for Probation issued on March 7, 1996, by the Nevada State Board of Nursing.
7. The Board received letters of support/recommendation for Applicant from the following:
 - A letter of good character dated June 24, 2003, was submitted on behalf of Applicant by Shelly A. Hodge, CMA.
 - A letter of recommendation dated June 25, 2003, was submitted on behalf of Applicant by Dick Richards.
 - A letter of reference dated June 25, 2003, was submitted on behalf of Applicant by R. June Young, RN, ADON, Integrated Health Services, Las Vegas, Nevada.
 - A letter of reference dated July 7, 2003, was submitted on behalf of Applicant by Caroline Jurecki, Licensed Nurse, Integrated Health Services, Las Vegas, Nevada.
 - A letter of reference dated July 7, 2003, was submitted on behalf of Applicant by Dale R. Major, BSN, RN, Nurse Supervisor, Integrated Health Services, Las Vegas, Nevada.
8. Applicant has sworn that with the exception of matters disclosed in connection with the Temporary License/Endorsement Application her past behavior conforms to the Board's professional character requirements.
9. After considering the action taken by the Nevada State Board of Nursing along with Applicant's conduct since March 7, 1996, the Executive Director is satisfied that Applicant is able to meet the requirements of the Nursing Practice Act, the Board's Rules and Regulations, and generally accepted standards of nursing practice.
10. On October 5, 2003, the Executive Director considered evidence of Applicant's behavior in light of the character factors set out in 22 Texas Administrative Code §213.27 and determined that Applicant currently demonstrates the criteria required for good professional character.
11. Applicant presented sufficient evidence that she would not pose a direct threat to the health and safety of patients and the public.

12. The Executive Director's review of the grounds for potential ineligibility has been made on the basis of Applicant's disclosures.
13. Applicant has been advised by the Board that any information found to be incomplete, incorrect or misleading to the Board or a subsequent discovery of a basis of ineligibility will be considered by the Board and may result in an ultimate determination of ineligibility or the later revocation of a license obtained through fraud or deceit.

CONCLUSIONS OF LAW

1. The Board of Nurse Examiners has jurisdiction over this matter pursuant to Section 301.453 *et seq.*, Texas Occupations Code.
2. Applicant has submitted a Temporary License/Endorsement Application in compliance with 301.260 *et seq.*, Texas Occupations Code.
3. The evidence in Finding of Fact Number Five (5) is sufficient cause to take disciplinary action under Section 301.452 *et seq.*, Texas Occupations Code, and, therefore, sufficient cause to deny licensure.
4. The action taken by another jurisdiction is grounds for denial of a license under Section 301.452 *et seq.*, Texas Occupations Code.
5. Applicant shall immediately notify the Board of any fact or event that could constitute a ground of ineligibility for licensure under Section 301.452 *et seq.*, Texas Occupations Code.
6. The Board may license an individual with prior behaviors inconsistent with the Board's character requirements if, upon evaluation of the factors in 22 Texas Administrative Code §213.27, the Board is satisfied that the individual is able to consistently conform her conduct to the requirements of the Nursing Practice Act, the Board's Rules and Regulations, and generally accepted standards of nursing practice.

ORDER

IT IS THEREFORE AGREED that the application of ROBIN JANIELEE SHAW, APPLICANT, is hereby CONDITIONALLY GRANTED and shall be subject to the following conditions:

(1) APPLICANT SHALL obtain and read the Texas Nursing Practice Act, and the Rules and Regulations Relating to Professional Nurse Education, Licensure and Practice.

(2) Upon payment of the necessary fees, APPLICANT SHALL be issued a license to practice professional nursing in the State of Texas, which shall bear the appropriate notation.

(3) Upon receiving authorization to practice professional nursing in Texas, APPLICANT SHALL comply in all respects with the Nursing Practice Act, Revised Civil Statutes of Texas as amended, Texas Occupations Code, §§301.001 *et seq.*, the Rules and Regulations Relating to Professional Nurse Education, Licensure and Practice, 22 TEX. ADMIN. CODE §211.01 *et seq.* and this Order.

(4) APPLICANT SHALL, within one (1) year of initial licensure, successfully complete a Texas course in nursing jurisprudence. APPLICANT SHALL obtain Board approval of the course prior to enrollment. Home study courses and video programs will not be approved. In order for the course to be approved, the target audience shall include Registered Nurses. It shall be a minimum of six (6) contact hours in length. The course's content shall include the Nursing Practice Act, standards of practice, and documentation of care. Courses focusing on malpractice issues will not be accepted. APPLICANT SHALL CAUSE the sponsoring institution to submit a Verification of Course Completion form, provided by the Board, to the Office of the Board to verify APPLICANT's successful completion of the course. This course shall be taken in addition to any other courses stipulated in this Order, if any, and in addition to any continuing education requirements the Board has for relicensure. *Board-approved courses may be found on the Board's website, www.bne.state.tx.us (under BNE events).*

IT IS FURTHER AGREED, that upon full compliance with the terms of this Order, APPLICANT SHALL be issued an unencumbered license and multistate licensure privileges, if any, to practice professional nursing in the State of Texas.

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APPLICANT'S CERTIFICATION

I am the Applicant in this matter. I have fully and truthfully disclosed all of my past disciplinary action and I have caused a complete and accurate disciplinary history to be submitted to the Board of Nurse Examiners from each jurisdiction in which I have been disciplined. I certify that my past behavior, except as disclosed in my Temporary License/Endorsement Application has been in conformity with the Board's professional character rule.

In connection with my application, I acknowledge that I have read and I understand Sections 301.157, 301.252, 301.253, 301.260, and 301.452(b) of the Texas Occupations Code, and Chapter 53, Section 53.001 *et seq.*, and Board Rules at 213.27, 213.28, and 213.29 22 Texas Administrative Code which are incorporated by reference as a part of this Order. I agree with all terms of this Order and any stipulations. I agree to inform the Board of any other grounds for denial of licensure prior to accepting any permit or license from the Board of Nurse Examiners.

I understand that if I fail to comply with all terms and conditions of this Order, I will be subject to investigation and disciplinary sanction, including revocation of my license to practice professional nursing in the State of Texas, as a consequence of my noncompliance.

I understand that I can be represented by an attorney in this matter. I waive representation, notice, administrative hearing, and judicial review of this Order and request that the Executive Director of the Board of Nurse Examiners enter this Order.

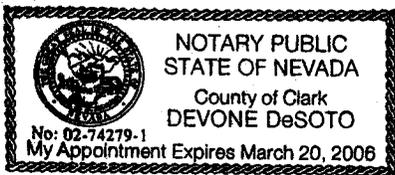
Signed this 3 day of November, 2003

Robin Jamie Lee Shaw
ROBIN JAMIELEE SHAW, APPLICANT

Sworn to and subscribed before me this 3rd day of November, 2003

SEAL

Devone DeSoto
Notary Public in and for the State of NV



WHEREFORE, PREMISES CONSIDERED, the Board of Nurse Examiners for the State of Texas does hereby ratify and adopt the Order of Conditional Eligibility that was signed on the 3rd day of November, 2003, by ROBIN JANIELEE SHAW, APPLICANT, for Temporary License/Endorsement Application, and said Order is final.

Entered this 12th day of November, 2003.

BOARD OF NURSE EXAMINERS
FOR THE STATE OF TEXAS

By: 
Katherine A. Thomas, MN, RN
Executive Director
on behalf of said Board

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NEVADA STATE BOARD OF NURSING

BEFORE THE NEVADA STATE BOARD OF NURSING

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2 In the matter of)
3 ROBIN SHAW, RN) AGREEMENT
4 License Number 26334,) FOR PROBATION
5 RESPONDENT) (Nondisciplinary)
CASE NO. 0123-95C

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7 This AGREEMENT is hereby entered into between ROBIN SHAW (RESPONDENT)
8 and the NEVADA STATE BOARD OF NURSING (BOARD), the PARTIES, herein.

9 1. RESPONDENT admits that the BOARD has jurisdiction over him/her with
10 the legal power and authority to take disciplinary action upon him/her or
11 otherwise informally settle the matter herein.

12 2. RESPONDENT is aware of, understands, and has been fully advised of
13 the effect of this AGREEMENT. No coercion has been exerted upon the
14 RESPONDENT. RESPONDENT has executed this AGREEMENT only after a careful
15 reading of it and a full understanding of its terms. The RESPONDENT has had
16 the benefit at all times of advice from competent counsel of his/her choice.

17 3. RESPONDENT understands the nature of the allegations under
18 consideration by the BOARD. RESPONDENT freely admits that he/she is
19 habitually intemperate and/or addicted to the use of a controlled substance,
20 as defined in NAC 632.895(3). RESPONDENT acknowledges the conduct described
21 in paragraph three (3) constitutes a violation of the Nevada Nurse Practice
22 Act. (NRS and NAC 632) RESPONDENT further acknowledges that such admissions
23 subject him/her to disciplinary action by the BOARD.

24 4. The BOARD is charged by Chapter 632 of the Nevada Revised Statutes
25 with protecting the public safety and welfare. Untreated habitual
26 intemperance and/or addiction to the use of a controlled substance represents
27 a threat to public safety and welfare.

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1 5. The BOARD and RESPONDENT acknowledge that RESPONDENT self-reported
2 his/her habitual intemperance and/or addiction to a controlled substance to
3 the BOARD, voluntarily surrendered his/her license to practice nursing, and
4 sought treatment for alcohol and/or chemical dependency. It is further
5 acknowledged that RESPONDENT has complied with the terms of his/her Contract
6 for Voluntary Surrender of License and has been recommended by the Disability
7 Advisory Committee for nondisciplinary Conditional Licensure.

8 6. The BOARD and RESPONDENT acknowledge that while RESPONDENT does not
9 constitute a present threat to the safety and welfare of the public, because
10 he/she is engaged in a recognized recovery program and has not ingested
11 alcohol or any controlled substance since commencing this program, he/she
12 represents a potential threat to public safety and welfare. The BOARD,
13 therefore, desires to discharge its duty to protect the public by requiring
14 RESPONDENT to comply with certain terms and conditions placed on his/her
15 practice of nursing as provided in this AGREEMENT.

16 7. The terms and conditions placed on the practice of RESPONDENT do not
17 constitute discipline and, therefore, will not be reported on the BOARD'S list
18 of disciplinary actions or to the National Council of State Boards of Nursing
19 Disciplinary Data Bank.

20 8. Upon acceptance of this AGREEMENT by the PARTIES, herein, RESPONDENT
21 will be issued a Conditional License to practice nursing in the State of
22 Nevada subject to the requirements of this Agreement, and should the
23 RESPONDENT leave the state the BOARD may report to other jurisdictions the
24 contents of this Agreement.

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1 9. RESPONDENT understands that the BOARD is free to accept, amend, or
2 reject this AGREEMENT. A formal disciplinary action may be commenced if this
3 Agreement is rejected and agreement is not otherwise concluded and accepted by
4 the Board.

5 10. Should formal disciplinary action commence, RESPONDENT is fully
6 aware of his/her right to be noticed and to have a hearing before the Board on
7 any and all charges and allegations in the matter. He/She is also fully aware
8 of the following rights: representation by an attorney at his/her own
9 expense, the right to confront and cross-examine witnesses called to testify
10 against him/her, the right to secure and present evidence on his/her own
11 behalf and to secure the compulsory attendance of witnesses, the right to
12 testify on his/her own behalf, the right to reconsideration, appeal, or any
13 other type of judicial review of this matter, and all other rights accorded to
14 him/her by law. RESPONDENT agrees to waive the foregoing rights upon
15 acceptance of this agreement by the Board.

16 11. Should this AGREEMENT be rejected by the BOARD, it is agreed that
17 presentation to and consideration by the BOARD of such proposed AGREEMENT
18 shall not disqualify the BOARD, or any of its members, from further
19 participation, consideration, adjudication, or resolution of these
20 proceedings. The RESPONDENT hereby agrees to waive any right that he/she
21 might have to challenge the impartiality of the BOARD to hear any
22 administrative complaint filed in a formal disciplinary action.

23 12. Should the RESPONDENT violate one or more of the terms of his/her
24 conditional licensure or of this AGREEMENT, the BOARD may commence
25 disciplinary action against his/her license to practice nursing, as
26 appropriate, subject to notice and hearing on the limited issue of
27 establishing that a violation has occurred. The failure of the BOARD to
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1 commence disciplinary action upon evidence of one or more violations of this
2 Agreement does not constitute a waiver of the BOARD'S authority under statute
3 or this Agreement to bring disciplinary action against RESPONDENT for any
4 violation of this Agreement.

5 13. Should RESPONDENT commit an act or acts that independently would
6 constitute violations of NRS chapter 632 or NAC chapter 632, the Board may
7 commence an investigation of such actions and commence disciplinary
8 proceedings as appropriate.

9 14. It is further agreed that should there be evidence that RESPONDENT
10 has violated the terms or conditions of Conditional licensure under this
11 AGREEMENT, RESPONDENT will voluntarily surrender his/her license upon notice
12 of such violation, at the request of the Executive Director, and cease to
13 practice nursing pending final determination of the violation by the BOARD.

14 Terms and Conditions

15 IT IS THEREFORE AGREED that in consideration of RESPONDENT'S compliance
16 with recitals, terms, and conditions set forth in this AGREEMENT, the State
17 Board of Nursing will not take disciplinary action against RESPONDENT.

18 SPECIFICALLY, IT IS AGREED that the license of RESPONDENT, ROBIN SHAW,
19 will be monitored for a minimum period of five (5) years, said period being
20 served only while RESPONDENT is employed in a capacity for which a nursing
21 license is required and is subject to adequate supervision by the Board.
22 During this period, RESPONDENT'S license will be monitored in accordance with
23 the following terms and conditions:

24 1. RESPONDENT shall abstain from the use of alcohol and all mood
25 altering drugs and controlled substances except when necessary for documented
26 medical treatment. All other methods of alternative medical treatment must be
27 tried and failure must be documented prior to the use of any mood-altering
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1 drugs. The use of mood altering drugs or controlled substances must be
2 prescribed by a licensed medical practitioner who has been informed of
3 RESPONDENT'S history of alcoholism and/or addiction and who is knowledgeable
4 about the disease of addiction. Any treatment using such drugs or controlled
5 substances must be reported to the BOARD, in writing, within seven (7) days,
6 accompanied by the above-prescribed documentation.

7 2. RESPONDENT shall submit documentation to the BOARD of successful
8 progress in an aftercare treatment program approved by the BOARD for a minimum
9 of one (1) year after discharge from inpatient treatment. Such aftercare
10 program shall at a minimum include weekly aftercare group support meetings and
11 individual counselling. Such individual counselling shall occur not less than
12 twice per month and shall be with a Board-approved Certified Substance Abuse
13 Counselor or a Certified Chemical Dependency Nurse or other Board-approved
14 treatment provider.

15 3. RESPONDENT shall have his/her aftercare counselor:

- 16 a. Submit progress reports related to the plan for rehabilitation
17 every three (3) months; and
18 b. Identify at the completion of one (1) year of the aftercare
19 program whether RESPONDENT needs to continue in the aftercare
20 program or other counseling.

21 4. RESPONDENT shall attend no less than two (2) meetings per week of
22 Alcoholics Anonymous (AA) or Narcotics Anonymous (NA) throughout the term of
23 this Agreement. RESPONDENT shall submit to the Board documentation of all
24 meetings attended by him/her every three (3) months throughout the term of
25 this Agreement.

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1 5. RESPONDENT shall cause his/her AA or NA sponsor to submit reports to
2 the Board, on forms provided by the Board, commencing with the execution of
3 this agreement. Thereafter, reports will be due every three (3) months for
4 the remainder of this agreement. Sponsor's reports shall address the
5 RESPONDENT'S progress in recovery.

6 6. RESPONDENT shall attend weekly meetings of a Board-approved Nurse
7 Support Group during the entire period of this Agreement. RESPONDENT shall
8 submit documentation to the Board every three (3) months of all meetings
9 attended, commencing with the execution of this agreement. Variations in
10 attendance must be approved in advance by the Associate Executive Director For
11 Nursing Practice and the Disability Advisory Committee.

12 7. RESPONDENT shall submit to random urine, blood and/or breathalyzer
13 screens for drugs of abuse and/or alcohol if ordered by his/her employment
14 supervisor or a representative of the Board. Such tests shall occur at least
15 one time per month. RESPONDENT shall cause his/her physician to write a
16 standing order for such tests at a Board-approved laboratory. A copy of the
17 standing order will be provided to the Board. The specimens will be treated
18 as forensic specimens. RESPONDENT shall cause the results of all such tests
19 to be given to the Board. Any confirmed positive finding shall be reported
20 immediately to the Board. Variations in the frequency of alcohol/drug screens
21 must be approved in advance by the Associate Executive Director For Nursing
22 Practice and the Disability Advisory Committee.

23 8. RESPONDENT shall submit an individual recovery plan within one month
24 of the commencement of this agreement. Such plan shall identify in measurable
25 behavioral terms RESPONDENT'S goals related to his/her recovery, methods of
26 achieving those goals, and means of evaluating his/her progress toward
27 achievement of his/her goals.

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1 9. RESPONDENT shall submit written reports every three (3) months
2 during the term of this AGREEMENT. Such reports shall address his/her
3 progress toward achieving the goals identified in his/her individual recovery
4 plan; any changes or modifications to the plan, including rationale; his/her
5 ability to handle stress; his/her mental and physical health; his/her current
6 job duties and responsibilities; and his/her ability to practice nursing
7 safely.

8 10. Respondent shall, in writing, notify the Board of, and prior to,
9 any change of address.

10 11. RESPONDENT shall, during the first year of the term of this
11 AGREEMENT, attend a minimum of one meeting of the Nevada State Board of
12 Nursing during which disciplinary meetings are held. This does not include
13 any meeting at which this Agreement is considered.

14 12. The BOARD shall approve all employment sites (changes in specialty
15 and/or work site or unit, including changes within the same facility or under
16 the same employer) requiring a nursing license prior to commencement of work.
17 Approval is given through the Associate Executive Director For Nursing
18 Practice and the Disability Advisory Committee. RESPONDENT is required to
19 notify the Board in writing within seventy-two (72) hours after commencement
20 or termination of any nursing employment. Any notification regarding
21 termination shall contain a full explanation of the circumstances surrounding
22 it.

23 13. RESPONDENT shall practice in accordance with the Nurse Practice Act
24 and Board establish Standards of Practice. RESPONDENT shall obey all federal,
25 state, and local laws, employer policies or contracts, and orders of the
26 Board, pertaining to the practice of nursing in this State. Any and all
27 violations shall be reported by the RESPONDENT to the Board in writing within
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1 seventy-two (72) hours. It is RESPONDENT'S responsibility to resolve any
2 confusion regarding which laws pertain to nursing with the Executive Director.

3 14. RESPONDENT shall be employed in a setting in which direction is
4 provided by a registered nurse. Direction shall mean: the intermittent
5 observation, guidance and evaluation of the nursing practice of another by a
6 licensed registered professional nurse who may only occasionally be physically
7 present; the degree of direction needed shall be determined by an evaluation
8 of the patient care situation, and the demonstrated proficiency of the
9 RESPONDENT.

10 15. RESPONDENT shall provide a copy of this AGREEMENT to his/her
11 employer and immediate supervisor and to each additional or subsequent
12 employer and immediate supervisor during the term of this AGREEMENT.

13 16. RESPONDENT shall cause his/her nursing supervisor, the person who
14 is directly responsible for everyday supervision of the RESPONDENT, to submit
15 a written report prior to the commencement of the work assignment or
16 employment. This report shall set forth:

- 17 a. Name and address of employer and name of immediate
18 supervisor;
19 b. Duties and responsibilities to be carried out by RESPONDENT
20 in the particular work assignment;
21 c. Acknowledgement from the supervisor that this Settlement
22 Agreement has been read, that the role of the supervisor is
23 understood, and that the supervisor agrees to participate in
24 the terms and conditions of conditional licensure as
25 outlined in this Agreement.

26 17. RESPONDENT shall cause his/her nursing supervisor to submit a
27 report to the BOARD addressing work attendance, reliability, ability to carry
28 out assigned tasks, ability to handle stress (changes in behavior patterns),
and any other information the supervisor feels would assist the BOARD in the
ultimate review of the RESPONDENT'S case. The supervisor shall include
notification of any relapse, any infractions of laws which come to his/her

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1 attention, and any other relevant information. These reports shall commence
2 three (3) months after RESPONDENT returns to work and shall be due quarterly
3 for the remainder of the term of this AGREEMENT.

4 18. RESPONDENT shall have no access to controlled substances,
5 including Schedule V drugs, during his/her employment as a licensed nurse for
6 a minimum of one (1) year and until specifically authorized by the Associate
7 Executive Director and the Disability Advisory Committee.

8 19. RESPONDENT shall not function as a supervisor, including as a head
9 nurse or charge nurse, for a minimum of one (1) year unless approved by the
10 Associate Executive Director and the Disability Advisory Committee.

11 20. RESPONDENT shall not work more than ninety (90) hours in nursing in
12 any two (2) week period. Variations in hours must be approved in advance by
13 the Associate Executive Director and the Disability Advisory Committee.

14 21. RESPONDENT shall cooperate with representatives of the Board in
15 their supervision and investigation of RESPONDENT'S compliance with the terms
16 and conditions of this AGREEMENT and shall meet with the Board or its
17 representatives upon request.

18 22. RESPONDENT shall make and present written documentation that
19 demonstrates compliance with the terms and conditions of this AGREEMENT and
20 demonstrates progress in achieving defined goals in his/her individual
21 recovery plan. Failure to demonstrate acceptable progress in recovery may be
22 considered a violation of this Agreement.

23 23. RESPONDENT shall be financially responsible for all requirements of
24 this AGREEMENT, including financial assessments made by the Board for the cost
25 of monitoring his/her practice and recovery.

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1 24. RESPONDENT shall cause all reports to be in writing and submitted
2 directly to the Board's Reno office on a quarterly basis unless otherwise
3 specified. These reports shall commence following the acceptance of this
4 AGREEMENT by the BOARD and are due no later than the last day of the month.
5 It is the obligation of RESPONDENT to insure that all written reports are on
6 time. The failure to submit reports on time may be considered a violation of
7 the Agreement. Any variations in reporting frequency must be approved in
8 advance by the Associate Executive Director and the Disability Advisory
9 Committee.

10 25. RESPONDENT'S license shall not be marked during the period of this
11 AGREEMENT, but RESPONDENT agrees that the BOARD may inform employers and
12 potential employers of his/her conditional status in response to enquiries for
13 licensure verification and will inform any other jurisdiction(s) of this
14 Agreement, should he/she leave the state of Nevada.

15 26. This AGREEMENT shall cover any nursing license/certification issued
16 by the state of Nevada.

17 27. At the completion of the term of this AGREEMENT, RESPONDENT shall
18 request, in writing, to no longer be monitored on Conditional licensure.
19 Monitoring and Conditional licensure shall continue until terminated by the
20 Board. Upon demonstration of compliance with the terms and conditions of the
21 Agreement and sufficient progress in recovery, the Board shall determine to
22 discontinue monitoring under Conditional licensure.

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