

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF NURSING**

**In the Matter of the License
To practice as a Registered Nurse held by
[Name], R.N.
License No.: RNXXXXXX**

Case No.: 23-51-XXXXXX

PHMP No.: 23_XXXXX

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs ("Commonwealth") and [Name], R.N., ("Licensee") stipulate as follows in settlement of the above-captioned case.

APPLICABLE LAW

1. This matter is before the State Board of Nursing ("Board") pursuant to the Professional Nursing Law, Act of May 22, 1951, P.L. 317, ("Act"), *as amended*, 63 P.S. §§ 211-226; and/or the Act of July 1, 2020, P.L. 575, No. 53 ("Act 53"), 63 Pa.C.S. §§ 3101-3118.

LICENSURE STATUS

2. At all relevant and material times, Licensee held the following license to practice as a registered nurse in the Commonwealth of Pennsylvania: license no. RNXXXXXX, which was originally issued on [date], and is currently set to expire on [date].

STIPULATED FACTS

3. Licensee admits that the following allegations are true:
- a. Licensee's licenses may be continually renewed, reactivated, or reinstated upon the filing of the appropriate documentation and payment of the necessary fees.

- b. Licensee's address is: [address].
- c. Licensee has suffered from chemical abuse or dependency, specifically [diagnosis] since 2018.
- d. Licensee has been receiving treatment at [provider].
- e. Licensee has been receiving treatment since [date].

POTENTIAL VIOLATION OF ACT

4. Based upon the factual allegations in paragraph 3 above, the Board is authorized to suspend, revoke, or otherwise restrict Licensee's license under Section 14(a)(2) of the Act, 63 P.S. § 224(a)(2) because Licensee is unable to practice professional nursing with reasonable skill and safety by reason of mental or physical illness or condition or physiological or psychological dependence upon alcohol, hallucinogenic or narcotic drugs or other drugs which tend to impair judgment or coordination.

5. Licensee's licenses to practice as a registered nurse in the Commonwealth of Pennsylvania, along with any other licenses, registrations, certificates, approvals, authorizations, or permits (hereinafter referred to collectively as "authorizations to practice the profession") issued by the Board shall be suspended under the terms of this Consent Agreement and Order (Agreement), but the enforcement of that suspension shall be stayed for the length of time Licensee remains in an approved treatment and monitoring program and makes satisfactory progress, complies with the other terms of this Agreement and adheres to all conditions as set forth in this Agreement.

6. The Board may defer and ultimately dismiss the within suspension so long as the Licensee progresses satisfactorily in an approved treatment and monitoring program; and provided Licensee is not convicted, as defined in the Act, of a crime under the Controlled Substance, Drug,

Device and Cosmetic Act, the Pharmacy Act, or any other crime relating to a controlled substance in the courts of this Commonwealth, the United States, or any other state, territory or country, or other violation under the Act; in which event Licensee will be subject to the provisions in 7(f) below, as well as additional disciplinary action for that misconduct.

BOARD ORDER

7. Intending to be legally bound, the parties consent to the issuance of the following Order in settlement of this matter:

a. The Board finds that it is authorized to suspend, revoke or otherwise restrict Licensee's authorizations to practice the profession under Section 14(a)(2) of the Act, 63 P.S. § 224(a)(2), in that Licensee is unable to practice professional nursing with reasonable skill and safety by reason of mental or physical illness or condition or physiological or psychological dependence upon alcohol, hallucinogenic or narcotic drugs or other drugs which tend to impair judgment or coordination (hereinafter "impairment").

b. For purposes of this Agreement and Order, the terms "*practice*", "*practice of the profession,*" and "*practice the profession*" shall include any and all activities requiring a license, registration, certificate, approval, authorization, or permit from the Board to perform. It also includes attendance at any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice the profession.

c. This disciplinary action is deferred and this matter may ultimately be dismissed pursuant to the *Impaired Professional* section, Section 14.1(b) of the Act, 63 P.S. § 224.1(b), provided Licensee progresses satisfactorily in an approved

treatment and monitoring program and complies with the terms and conditions of this Agreement.

d. This Agreement shall not be considered a public document nor public discipline and is not reportable to the National Practitioner Data Bank. Nevertheless, this Agreement may be shared with individuals and institutions for purposes of monitoring. The Licensee's failure to fully comply with the terms and conditions of this Agreement may result in the Agreement becoming public along with public discipline being imposed.

e. Licensee's license number RNXXXXXX, along with any other authorizations to practice the profession held by Licensee at the time this Agreement is adopted by the Board, shall be indefinitely **SUSPENDED** for no less than three (3) years, unless that period of suspension is extended for cause by mutual agreement of Licensee and the Professional Health Monitoring Program ("PHMP"), Voluntary Recovery Program ("VRP") case manager, such suspension to be immediately **STAYED** subject to the following terms and conditions:

GENERAL

(1) Licensee shall fully and completely comply and cooperate with the PHMP and its agents and employees in their monitoring of Licensee's impairment under this Agreement.

(2) Licensee shall abide by and obey all federal and state laws, including, but not limited to, statutes, rules and regulations. The filing of criminal charges, other than summary traffic violations, shall constitute a violation of this order. Summary traffic

violations shall not constitute a violation of this Order; however, a violation of any conditions of a criminal probation and/or parole is a violation of this Order.

(3) Licensee shall at all times cooperate and comply with the PHMP and its agents and employees in the monitoring, supervision and investigation of Licensee's compliance with the terms and conditions of this Agreement. Licensee shall cooperate and comply with any requests for written reports, records or verifications of actions that may be required by the PHMP; the requested shall be obtained and submitted at Licensee's expense.

(4) Licensee's failure to fully cooperate and comply with the PHMP shall be deemed a violation of this Agreement.

(5) Upon request of the PHMP case manager, Licensee shall enroll in an approved peer assistance program, when available, and shall fully and completely comply with all the terms and conditions of Licensee's agreement with the peer assistance program. Licensee's failure to fully and completely comply with Licensee's agreement with the peer assistance program shall constitute a violation of this Agreement.

(6) Licensee shall not falsify, misrepresent or make material omission of any information submitted pursuant to this Agreement.

(7) Licensee may not be absent from the Commonwealth of Pennsylvania for any period exceeding twenty (20) days unless

Licensee seeks and receives prior written permission from the PHMP subject to any additional terms and conditions required by the PHMP. Licensee shall notify the drug testing vendor of any travel outside of the licensee's home area regardless of how long they are travelling.

(8) Licensee may not engage in the practice of the profession in any other state or jurisdiction without first obtaining written permission from the PHMP. Once written permission is granted by the PHMP, Licensee shall notify the licensing board of the other state or jurisdiction that Licensee suffers from an impairment and is enrolled in the VRP prior to engaging in the practice of the profession in the other state or jurisdiction.

(9) In the event Licensee relocates to another jurisdiction, within five (5) days of relocating, Licensee shall either enroll in the other jurisdiction's impaired professional program and have the reports required under this Agreement sent to the Pennsylvania PHMP, or if the other jurisdiction has no impaired professional program notify the licensing board of the other jurisdiction that Licensee is impaired and enrolled in this Program. In the event Licensee fails to do so, in addition to being in violation of this Agreement, the periods of suspension herein shall be tolled. It is a violation of this Agreement if Licensee violates and/or fails to fully

and completely comply with the impaired professional program in another jurisdiction.

(10) Licensee shall notify the PHMP by telephone within forty-eight (48) hours and in writing within five (5) days of the filing of any criminal charges against Licensee; the final disposition of any criminal charges against Licensee; the violation of any terms and conditions of a criminal probation or parole; the initiation of any legal action pertaining to Licensee's practice of the profession; the initiation of charges, action, restriction or limitation related to Licensee's practice of the profession by a professional licensing authority of any state or jurisdiction or the Drug Enforcement Agency of the United States Department of Justice; or any investigation, action, restriction or limitation related to Licensee's privileges to practice the profession at any health care facility.

(11) Licensee shall notify the PHMP by telephone within forty-eight (48) hours and in writing, including email, within five (5) days of any change of Licensee's home address, phone number, employment status, employer and/or change in practice at a health care facility. Failure to timely advise the PHMP under this subsection due to the PHMP office being closed is not an excuse for not leaving a voice mail message with this information.

(12) If the PHMP case manager determines that Licensee is no longer fit to practice, Licensee shall cease or limit Licensee's

practice of the profession if the PHMP case manager directs that Licensee do so.

EVALUATION - TREATMENT

(13) As requested by the PHMP, Licensee shall have forwarded to the PHMP, a written mental and/or physical evaluation by a provider approved by the PHMP (hereinafter “treatment provider”) assessing Licensee's fitness to actively practice the profession. The evaluation shall be forwarded to:

PHMP –VRP P.O. Box 10569 Harrisburg, PA 17105-0569, Tele: 717-783-4857 In PA: 800-554-3428
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If the treatment provider determines that Licensee is not fit to practice, Licensee shall immediately cease practicing the profession and not practice until the treatment provider and the PHMP case manager determine that Licensee is fit to resume practice with reasonable skill and safety to patients.

(14) The evaluation described in the previous paragraph is in addition to any other evaluation already provided.

(15) Licensee shall provide copies of any prior evaluations and counseling records and a copy of this agreement to the treatment provider.

(16) Licensee shall authorize, in writing, the PHMP to receive and maintain copies of the written evaluation reports of the treatment provider(s).

(17) If a treatment provider recommends that Licensee obtain treatment, Licensee must fully comply with those recommendations as part of the requirements of this Agreement.

(18) Licensee shall arrange and ensure that written treatment reports from all treatment providers approved by the PHMP are submitted to the PHMP upon request or at least every ninety (90) days after the effective date of this Agreement. The reports shall contain at least the following information:

(i) Verification that the treatment provider has received a copy of this Agreement and understands the conditions of this Agreement;

(ii) A treatment plan, if developed;

(iii) Progress reports, including information regarding compliance with the treatment plan;

(iv) Physical evaluations, if applicable;

(v) The results of any testing including any testing for therapeutic levels of prescribed medications when deemed appropriate by the treatment provider;

(vi) Modifications in treatment plan, if applicable;

(vii) Administration or prescription of any drugs to Licensee;

(viii) Discharge summary and continuing care plan at discharge; and

(ix) Any change in the treatment provider's assessment of the Licensee's fitness to actively practice the profession.

(19) Licensee shall identify a primary care physician who shall send written notification to the Licensee's PHMP case manager certifying Licensee's health status as requested.

SUPPORT GROUP ATTENDANCE

(20) Licensee shall attend and actively participate in any support group programs recommended by the treatment provider at the frequency recommended by the treatment provider; however, Licensees with a chemical dependency or abuse diagnosis shall attend no less than twice a week.

(21) Licensee shall provide written verification of any and all support group attendance to the PHMP on at least a monthly basis or as otherwise directed by the PHMP.

ABSTENTION

(22) Licensee shall completely abstain from the use of controlled substances, caution legend (prescription) drugs, mood

altering substances or substances of abuse, **including alcohol in any form**, except under the following conditions:

(i) Licensee is a bona fide patient of a licensed health care practitioner who is aware of Licensee's impairment and participation in the PHMP;

(ii) Such medications are lawfully prescribed by Licensee's treating practitioner and approved by the PHMP case manager;

(iii) Upon **receiving** the medication, Licensee must provide to the PHMP, **within forty-eight (48) hours by telephone and within five (5) days in writing**, the name of the practitioner prescribing the drug, the illness or medical condition diagnosed, the type, strength, amount and dosage of the medication and a signed statement consenting to the release of medical information from the prescribing practitioner to the PHMP or its designated representative for the purpose of verification; and

(iv) Upon **refilling** a medication, Licensee must provide to the PHMP, **within forty-eight (48) hours by telephone and within five (5) days in writing**, the name of the practitioner prescribing the drug, the illness or medical condition diagnosed, the type, strength, amount and dosage of the medication and a signed statement consenting to the

release of medical information from the prescribing practitioner to the PHMP or its designated representative for the purpose of verification.

DRUG TESTING

(23) Licensee shall submit to random unannounced and observed drug and alcohol tests (drug testing), inclusive of bodily fluid, breath analysis, hair analysis, or another procedure as selected by the PHMP, for the detection of substances prohibited under this Agreement. A positive, adulterated or substituted result on a drug test shall constitute an irrefutable violation of this Agreement unless Licensee has complied with the provisions of this Agreement pertaining to the use of drugs. Failure to provide a specimen or a specimen of sufficient quantity for testing when requested will be considered a violation of this Agreement.

(24) Licensee shall avoid all foods that contain poppy seeds. Ingestion of poppy seeds will not be accepted as a valid explanation for a positive screen.

(25) Licensee shall avoid all substances containing alcohol, including alcohol in food or beverages, medications, chemical solutions, cleaning solutions, gasoline, hand sanitizers, or other skin preparations. Incidental use of alcohol will not be accepted as a valid explanation for a positive drug test unless Licensee has complied with the provisions of this Agreement

pertaining to the use of drugs as set forth in the Abstinence Section above.

MONITORED PRACTICE

(26) A newly enrolled Licensee shall not practice the profession unless a provider approved by the PHMP approves the practice in writing and the PHMP Case Manager gives written permission to practice.

(27) When permitted to return to practice, Licensee shall not do any of the following unless Licensee first obtains specific written approval from the PHMP Case Manager:

- (i) practice in any capacity that involves the administration of controlled substances;
- (ii) function as a supervisor;
- (iii) practice in a private practice setting;
- (iv) practice in an emergency room, operating room, intensive care unit, cardiac catheterization laboratory, or coronary care unit; or
- (v) practice as an agency nurse.

(28) Licensee shall not work in any practice setting without workplace monitoring as required by the PHMP.

(29) If Licensee is practicing or attending any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice nursing,

Licensee shall notify any employer, supervisor, preceptor, or instructor (hereinafter referred to collectively as "supervisor") of his/her participation in this program in writing. The supervisor must acknowledge that they have been notified that the licensee is in the program within five (5) days of the effective date of this Agreement.

(30) Licensee shall notify any prospective employer and supervisor of his/her participation in this program in writing when offered employment in the practice of the profession and to any prospective school/program when applying for any educational program/course that includes a clinical practice component with patients and/or requires a current license to practice nursing. Licensee shall obtain a signed acknowledgement from his/her supervisor and return said acknowledgment to the PHMP case manager.

(31) Within five (5) days of the effective date of this Agreement, and by telephone within forty-eight (48) hours and in writing within five (5) days upon obtaining employment, or entering an educational program/course that includes a clinical practice component with patients and/or requires a current license to practice, Licensee shall provide the following to PHMP:

- (i) Name and address of the supervisor responsible for Licensee's practice;

(ii) The name(s) and address(es) of the place(s) at which Licensee will practice the profession and a description of Licensee's duties and responsibilities at such places of practice; and

(iii) Any restrictions on Licensee's practice.

(32) Licensee shall ensure that Licensee's supervisor submits to the PHMP the following information in writing:

(i) Verification that the supervisor has received notification of this Agreement and understands the conditions under which Licensee is allowed to work;

(ii) An evaluation of Licensee's work performance on a ninety (90) day or more frequent basis as requested by the PHMP.

REPORTING/RELEASES

(33) Licensee, Licensee's treatment providers, supervisors, employers or other persons required to submit reports under this Agreement shall cause such reports, data or other information to be filed with the PHMP, unless otherwise directed, at:

PHMP-VRP Box 10569 Harrisburg, PA 17105-0569
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(34) Licensee consents to the release by the PHMP of any information or data produced as a result of this Agreement,

including written treatment provider evaluations, to any treatment provider, supervisor, Commonwealth's attorney, hearing examiner and Board members in the administration and enforcement of this Agreement.

(35) Licensee shall sign any required waivers or release forms requested by the PHMP for any and all records, including medical or other health related and psychological records, pertaining to treatment and monitoring rendered to Licensee during the course of this Agreement and any corresponding criminal probation, and any employment, personnel, peer review or review records pertaining to Licensee's practice of the profession during the course of this Agreement to be released to the PHMP, the Commonwealth's attorney, hearing examiner and Board members in the administration and enforcement of this Agreement.

COSTS

(36) Licensee shall be responsible for all costs incurred in complying with the terms of this Agreement, including but not limited to psychiatric or psychotherapy treatments, and reproduction of treatment or other records. Licensee shall pay the costs for any drug testing and any subsequent reanalysis of specimens and/or medical review officer consultation(s) of non-negative drug test results required by the PHMP. Failure of Licensee to pay any of these costs in a timely manner shall constitute a violation of this

Agreement. If applicable, Licensee shall be responsible for the costs of the compelled mental and physical examination ordered by the Board.

BUREAU/PHMP EVALUATIONS

(37) Upon request of the PHMP, Licensee shall submit to mental or physical evaluations, examinations or interviews by a treatment provider approved by the PHMP or the PHMP. Licensee's failure to submit to such an examination, evaluation or interview when directed shall constitute a violation of this Agreement.

VIOLATION OF THIS ORDER

f. Notification of a violation of the terms or conditions of this Agreement shall result in the **IMMEDIATE VACATING** of the stay order and **ACTIVATION** of the suspension in paragraph 7(e) above of Licensee's authorizations to practice the profession in the Commonwealth of Pennsylvania as follows:

(1) The prosecuting attorney for the Commonwealth shall present to the Board's Probable Cause Screening Committee ("Committee") a Petition that indicates Licensee has violated any terms or conditions of this Agreement; and the filing of the Petition shall nullify the non-public nature of this Agreement under paragraph 7(d).

(2) Upon a probable cause determination by the Committee that Licensee has violated any of the terms or conditions of this

Agreement, the Committee shall, without holding a formal hearing, issue a preliminary order vacating the stay of the within suspension and activating the suspension of Licensee's authorization(s) to practice the profession.

(3) Licensee shall be notified of the Committee's preliminary order within three (3) business days of its issuance by certified mail and first-class mail, postage prepaid, sent to the Licensee's last registered address on file with the Board, or by personal service if necessary.

(4) Within twenty (20) days of mailing of the preliminary order, Licensee may submit a written answer to the Commonwealth's Petition and request that a formal hearing be held concerning Licensee's violation of this Agreement, in which Licensee may seek relief from the preliminary order activating the suspension. **The answer shall be set forth in numbered paragraphs corresponding to the numbered paragraphs of the Petition. Licensee shall admit or deny each of the allegations set forth in the paragraphs in the Petition.** Licensee shall mail the original answer and request for hearing, as well as all subsequent filings in the matter, to:

Prothonotary 2601 North Third Street P.O. Box 2649 Harrisburg, PA 17105-2649

Licensee shall also mail a copy of all filings to the prosecuting attorney for the Commonwealth.

(5) If the Licensee submits a timely answer and request for a formal hearing, the Board or a designated hearing examiner shall convene a formal hearing within forty-five (45) days from the date of the Prothonotary's receipt of Licensee's request for a formal hearing.

(6) Licensee's submission of a timely answer and request for a hearing shall not stay the suspension of Licensee's license under the preliminary order. The suspension shall remain in effect unless the Board or the hearing examiner issues an order after the formal hearing staying the suspension again.

(7) The facts and averments in this Agreement shall be deemed admitted and uncontested at this hearing.

(8) If the Board or hearing examiner after the formal hearing makes a determination against Licensee, a final order will be issued sustaining the suspension of Licensee's license and imposing any additional disciplinary measures deemed appropriate.

(9) If Licensee fails to timely file an answer and request for a hearing, the Board, upon motion of the prosecuting attorney, shall issue a final order affirming the suspension of Licensee's license.

(10) If Licensee does not make a timely answer and request for a formal hearing and a final order affirming the

suspension is issued, or the Board or the hearing examiner makes a determination against Licensee sustaining the suspension of Licensee's license, after at least **three (3)** years of active suspension and any additional imposed discipline, Licensee may petition the Board for reinstatement based upon an affirmative showing that Licensee has at least **thirty-six (36)** months of sustained documented recovery, an evaluation by a treatment provider approved by the PHMP that Licensee is fit to safely practice the profession, and verification that Licensee has abided by and obeyed all laws of the United States, the Commonwealth of Pennsylvania and its political subdivisions, and all rules and regulations pertaining to the practice of the profession in this Commonwealth.

(11) If the Board issues a Preliminary Order terminating the stay of the suspension and actively suspending Licensee's license to practice the profession in accordance with the procedure set forth above, Licensee shall immediately cease the practice of the profession. Licensee shall continue to comply with all terms and conditions of this Consent Agreement and Order during the active suspension until the Board issues a Final Order. Continued failure by Licensee to comply with the unaffected terms and conditions of this Agreement while awaiting the issuance of a Final Order by the Board may result in further disciplinary action against Licensee.

g. Licensee's failure to fully comply with any terms of this Agreement may also constitute grounds for additional disciplinary action.

h. Nothing in this Agreement shall preclude the prosecuting attorney for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Agreement.

COMPLETION OF MINIMUM PERIOD OF STAYED SUSPENSION

i. After successful completion of the minimum period of stayed suspension, Licensee may petition the Board, either upon a form provided by the PHMP or by a petition filed with Board Counsel, to dismiss this matter and to terminate the period of stayed suspension upon an affirmative showing that Licensee has complied with all terms and conditions of this Agreement and that Licensee's resumption of unsupervised practice does not present a threat to the public health and safety. **Licensee is required to remain in compliance with all terms and conditions of this Agreement until the Board issues the order terminating the stayed suspension.** If Licensee is petitioning for dismissal of this matter without the support of PHMP, Licensee's petition shall include at a minimum:

- (1) An evaluation by a PHMP approved provider or Board consulting physician completed no more than 30 days from the date of the petition;
- (2) Evidence of sustained remission; and
- (3) A verification that Licensee has complied with the terms of this Agreement.

ADMISSIBILITY OF CONSENT AGREEMENT IN FUTURE PROCEEDINGS

8. Licensee agrees that if Licensee is charged with a violation of an Act enforced by the Board in the future, this Consent Agreement and Order shall be admitted into evidence without objection in that proceeding.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

9. By agreeing to the terms of this agreement, Licensee waives the filing and receipt of an Order to Show Cause in this matter. Licensee knowingly and voluntarily waives the right to an administrative hearing in this matter, and knowingly and voluntarily waives the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

WAIVER OF CLAIM OF COMMINGLING AND OTHER CONSTITUTIONAL CLAIMS

10. Licensee expressly waives any constitutional rights and issues, such as commingling of prosecutorial and adjudicative functions by the Board or its counsel, which may arise or have arisen during the negotiation, preparation and/or presentation of this Consent Agreement. Licensee specifically agrees that if the Board rejects this agreement, it may assume that the facts and averments as alleged in this Consent Agreement are true and correct for the limited purpose of recommending a sanction, based on those assumed facts, that would be acceptable to the Board before hearing the case. In the event that the Board does assume the facts and averments as alleged in this Consent Agreement are true for purposes of making a recommendation as to an acceptable sanction, such action shall not constitute commingling of prosecutorial and adjudicative functions by the Board or its counsel, and the Licensee expressly waives any constitutional rights and issues

related to alleged commingling, bias, or violation of due process rights to have an unbiased and impartial adjudicator in any subsequent hearing. If a hearing is subsequently held, neither this Consent Agreement nor the proposed terms of settlement may be admitted into evidence and any facts, averments, and allegations contained in the Consent Agreement must be proven at hearing unless otherwise separately stipulated. This paragraph is binding on the participants even if the Board does not approve this Consent Agreement.

AGREEMENT NOT BINDING ON OTHER PARTIES

11. The Office of General Counsel has approved this Consent Agreement as to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Board issues the stipulated Order.

EFFECT OF BOARD'S REJECTION OF CONSENT AGREEMENT

12. Should the Board not approve this Agreement, presentation to and consideration of it by the Board shall not prejudice the Board or any of its members from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Board does not approve this Agreement.

ACKNOWLEDGMENT OF RIGHT TO ATTORNEY

13. Licensee acknowledges that he/she is aware that he/she has the right to consult with, and/or be represented by, private legal counsel of Licensee's choosing and at Licensee's expense when reviewing, considering and accepting the terms of this Consent Agreement. To the extent that Licensee is not represented by legal counsel, Licensee knowingly, voluntarily, intelligently and freely waives the right to be represented by an attorney in the negotiation and settlement of this matter by this Agreement.

ENTIRE AGREEMENT

14. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.

15. This agreement may be executed in counterparts, each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same agreement.

AGREEMENT DOES NOT PRECLUDE DISCIPLINE FOR OTHER VIOLATIONS

16. Nothing in this Order shall preclude the Prosecution Division for the Commonwealth from filing charges or the Board from imposing disciplinary or corrective measures for violations or facts not contained in this Consent Agreement;

EFFECTIVE UPON BOARD APPROVAL

17. This Agreement shall take effect immediately upon its approval and adoption by the Board.

VERIFICATION OF FACTS AND STATEMENTS

18. Licensee verifies that the facts and statements set forth in this Agreement are true and correct to the best of Licensee's knowledge, information and belief. Licensee understands that statements in this Consent Agreement are made subject to the criminal penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

T'rese M. Evancho
Prosecuting Attorney

DATED:
(23-XXXXXXX)

[Name], R.N.
Licensee

DATED:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE STATE BOARD OF NURSING**

**In the Matter of the License
To practice as a Registered Nurse held by
[name], R.N.
License No.: RNXXXXXX**

Case No.: 23-51-XXXXXX

PHMP No.: 23_XXXXX

AND NOW, this ____ day of _____ 2023, the State Board of Nursing approves and adopts the foregoing Consent Agreement and incorporates the terms of paragraph 7, which shall constitute the Board's Order and is now issued in resolution of this matter.

This Order shall take effect immediately.

BY ORDER:

**BUREAU OF PROFESSIONAL AND
OCCUPATIONAL AFFAIRS**

STATE BOARD OF NURSING

Arion R. Claggett
Acting Commissioner

Linda L. Kmetz, Ph.D., R.N.
Chair

For the Commonwealth:

T'rese M. Evancho, Esq.
Prosecuting Attorney
Department of State
P.O. Box 69521
Harrisburg, PA 17106-9521

For Licensee:

[name], R.N.
[address]

Date of Mailing: