



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.
Patricia A. Plummer
Executive Director of the Board

BEFORE THE TEXAS BOARD OF NURSING

In the Matter of
Registered Nurse License Number 718404
issued to BRANDI JO BRADSHAW

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ORDER OF THE BOARD

On this day, the Texas Board of Nursing, hereinafter referred to as the Board, accepted the voluntary surrender of Registered Nurse License Number 718404, issued to BRANDI JO BRADSHAW, hereinafter referred to as Respondent. This action was taken in accordance with Section 301.453(c), Texas Occupations Code.

Respondent waived informal proceedings, notice and hearing.

The Board makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Respondent's license to practice professional nursing in the State of Texas is currently in delinquent status.
2. Respondent waived informal proceedings, notice and hearing.
3. Respondent received a Baccalaureate Degree from Mesa State College, Grand Junction, Colorado, on December 12, 2003. Respondent was licensed to practice professional nursing in the State of Texas on July 6, 2005.
4. Respondent's nursing employment history is unknown.
5. On or about November 20, 2012, Respondent failed to repay her Texas Guaranteed Student Loan, as provided in Section 57.491 of the Texas Education Code. Respondent's failure to repay her Texas Guaranteed Student Loan may have deprived other applicants of funds for nursing school loans.
6. On or about January 15, 2014, Respondent's registered nurse license was placed on Probation by the Nevada State Board of Nursing, Las Vegas, Nevada. A copy of the Nevada State

Board of Nursing Agreement for Probation dated January 15, 2014, is attached and incorporated, by reference, as part of this Order.

7. Formal Charges were filed on July 17, 2014.
8. Formal Charges were mailed to Respondent on July 18, 2014.
9. On August 25, 2014, the Board received a notarized statement from Respondent voluntarily surrendering the right to practice nursing in Texas. A copy of Respondent's notarized statement, dated August 21, 2014, is attached and incorporated herein by reference as part of this Order.

CONCLUSIONS OF LAW

1. Pursuant to Texas Occupations Code, Sections 301.451-301.555, the Board has jurisdiction over this matter.
2. Notice was served in accordance with law.
3. The evidence received is sufficient to prove violation(s) of 22 TEX. ADMIN. CODE §217.12(7).
4. The evidence received is sufficient cause pursuant to Section 301.452(b)(8) & (10), Texas Occupations Code, to take disciplinary action against Registered Nurse License Number 718404, heretofore issued to BRANDI JO BRADSHAW, including revocation of Respondent's license(s) to practice nursing in the State of Texas.
5. Under Section 301.453(c), Texas Occupations Code, the Board has the authority to accept the voluntary surrender of a license.
6. Under Section 301.453(d), Texas Occupations Code, the Board may impose conditions for reinstatement of licensure.
7. Any subsequent reinstatement of this license will be controlled by Section 301.453(d), Texas Occupations Code, and 22 TAC §§213.26-.29, and any amendments thereof in effect at the time of the reinstatement.

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ORDER


NOW, THEREFORE, IT IS ORDERED that the voluntary surrender of Registered Nurse License Number 718404, heretofore issued to BRANDI JO BRADSHAW, to practice nursing in the State of Texas, is/are accepted by the Executive Director on behalf of the Texas Board of Nursing. In connection with this acceptance, the Board imposes the following conditions:

1. RESPONDENT SHALL NOT practice professional nursing, use the title of "registered nurse" or the abbreviation "RN" or wear any insignia identifying herself as a registered nurse or use any designation which, directly or indirectly, would lead any person to believe that RESPONDENT is a registered nurse during the period in which the license/s is/are surrendered.
2. RESPONDENT SHALL NOT petition for reinstatement of licensure until: one (1) year has elapsed from the date of this Order.
3. Upon petitioning for reinstatement, RESPONDENT SHALL satisfy all then existing requirements for relicensure.

IT IS FURTHER AGREED and ORDERED that this Order SHALL be applicable to Respondent's nurse licensure compact privileges, if any, to practice nursing in the State of Texas.

Effective this 25th day of August, 2014.

TEXAS BOARD OF NURSING

By: 

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

ORIGINAL

BEFORE THE NEVADA STATE BOARD OF NURSING

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IN THE MATTER OF
BRANDI BRADSHAW
LICENSED PROFESSIONAL NURSE
NEVADA LICENSE NO. RN44864
RESPONDENT

AGREEMENT FOR
PROBATION

CASE NO. 0437-13C

This Agreement is hereby entered into between BRANDI BRADSHAW, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney at her own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of her choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that while licensed as a Registered Nurse she diagnosed, treated, and administered dangerous drugs to patients without proper authorization to do so and without a formal physician's order. Respondent alleges she communicated the patients' conditions to the medical director verbally and/or via text message and worked under the belief that the medical director was reviewing the patient records remotely. Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (1)(g) unprofessional conduct, and Nevada Administrative Code 632.890 (2) practicing beyond scope, (21) obtain, possess, furnish prescription drugs without authorization, and (27) customary standards of practice. Respondent further acknowledges that such acts and admissions subject her to disciplinary action by the Board.

1 1. **COMPLETION OF COURSES**

2 Respondent shall take, and submit documentation of successful completion of the following
3 courses within the timeframe indicated for each course:

- 4 a. Nevada Nurse Practice Act web based course within 30 days of
5 acceptance of this Agreement; and
6 b. Ethics of Nursing Practice web based course within 90 days of acceptance
7 of this Agreement; and
8 c. Professional Accountability and Legal Liability web based course within
9 90 days of acceptance of this Agreement.

10 The courses must be taken in a program of continuing education that has been pre-
11 approved by the Executive Director, or the Compliance Coordinator. Respondent shall submit
12 documentation of successful completion to the Board within the designated timeframe or the
13 license is automatically suspended without further proceedings until all requirements are
14 completed.

15 2. **SUBMISSION OF QUARTERLY REPORTS TO THE BOARD**

16 Respondent shall cause all reports to be submitted in writing to the board on a quarterly basis as
17 follows. These reports shall begin one (1) month subsequent to the execution of this Agreement
18 and are due no later than the last day of the month. The Executive Director or the Compliance
19 Coordinator and/or the Professional Evaluation Group may evaluate and approve or deny
20 changes in the frequency of reporting. Respondent shall:

- 21 a. Submit self reports in a detailed format as provided by the Board, whether
22 working or not;
23 b. Cause her direct nursing supervisor to submit written reports to the
24 Board addressing work attendance, reliability, nursing competence, and
25 any other information the supervisor identifies as appropriate to report to
26 the Board for evaluation of compliance.

27 3. **LIMITATIONS AND RESTRICTIONS ON EMPLOYMENT**

28 The Board shall approve all employment sites requiring a nursing license (including changes
within the same worksite or unit) **prior to commencement of work.** Respondent shall:

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- a. Provide a complete copy of this Agreement to her employer and direct supervisor prior to commencement of work.
- b. Be employed in a setting in which direction is provided by a Registered Nurse. Direction shall mean: the intermittent observation, guidance and evaluation of the nursing practice by a licensed professional nurse who may only occasionally be physically present;
- c. Cause her direct nursing supervisor to submit a job description and an initial written report on a form provided by the Board prior to the commencement of employment, and by each additional or subsequent supervisor;
- d. Work only day or evening shift that ends prior to midnight. Respondent may not work for a nursing registry, work in home health, for a traveling agency, or any other temporary employing agencies, float pool, or position that requires on-call status;
- e. Not work more than ninety (90) hours in nursing in a two (2) week period for a minimum of one (1) year;
- f. Not function as a supervisor, including as a head nurse or charge nurse for a minimum of one (1) year;
- g. Notify the Board in writing within seventy-two (72) hours after termination of any nursing employment for any reason and include a full explanation of the circumstances surrounding it;

Upon receipt of a written request by the Respondent at the successful completion of one year of this Agreement, the Executive Director or the Compliance Coordinator and/or the Professional Evaluation Group may evaluate and approve or deny changes in the above employment limitations and restrictions that indicate a term of a minimum of one (1) year.

4. **REQUIREMENT TO ATTEND ORIENTATION AND MEET WITH THE BOARD OR STAFF**

Respondent shall attend a mandatory orientation meeting to facilitate understanding and accountability of the terms and conditions of this Agreement as scheduled by the Compliance Coordinator. Upon request, Respondent shall meet with the Board or its representatives and

1 cooperate with representatives of the Board in their supervision and investigation of
2 Respondent's compliance with the terms and conditions of this Agreement.

3 5. FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE
4 MONTHLY)

5 Respondent shall be financially responsible for all requirements of this Agreement, including any
6 financial assessments by the Board for the cost of monitoring her compliance with this
7 Agreement. Respondent may be assessed a late fee for monitoring fees that are received more
8 than ten (10) calendar days after the due date.

9 6. NOTIFICATION OF ACTION AND REPORTING TO NATIONAL
10 DISCIPLINARY DATA BANKS

11 Respondent shall notify any other state Board of Nursing or other regulatory agency in whose
12 jurisdiction she has been issued a nursing license (current or not), or has applied or will apply for
13 a license of this disciplinary action by the Board. This Agreement will become part of the
14 Respondent's permanent record, will become public information, will be published with the list
15 of disciplinary actions the Board has taken, and will be reported to any national repository which
16 records disciplinary action taken against licensees or holders of certificates; or any agency or
17 another state which regulates the practice of nursing. The Board may use the Agreement in any
18 subsequent hearings.

19 7. VIOLATIONS OF THIS AGREEMENT - CONSEQUENCES

20 Respondent acknowledges that if she violates any of the terms and conditions of this Agreement,
21 the Board may revoke, or invoke other appropriate discipline against her license to practice
22 nursing, subject to a hearing in accordance with the Nevada Nurse Practice Act for the purpose
23 of establishing that there has, in fact, been a violation of the stipulations of this Agreement.
24 Respondent acknowledges that any violation of the Nevada Nurse Practice Act shall be
25 considered a violation of this Agreement.

26 8. AGREEMENT TO SURRENDER LICENSE

27 In the event that a violation of the terms and conditions of this Agreement is alleged, Respondent
28 agrees to surrender her license to the Executive Director, or the Compliance Coordinator, if they


1 so request, and refrain from practicing nursing until entry of a final order of the Board or a court
2 of competent jurisdiction, whichever last occurs, regarding a potential violation.

3 9. COMPLETION AND TERMINATION OF PROBATION

4 Respondent shall only receive credit toward service of her probation period while employed in a
5 capacity for which nursing licensure/certification is required and subject to adequate supervision
6 approved by the Board. Respondent is not eligible for early termination of this Agreement. Upon
7 completion of the terms and conditions of this Agreement, Respondent shall apply for
8 termination of probation and unrestricted licensure/certification on forms supplied by the Board.
9 Respondent shall meet with the Compliance Coordinator and/or the Professional Evaluation
10 Group for evaluation of compliance and recommendation for termination of probation. The
11 probation shall continue until terminated by the Board.

12 The NEVADA STATE BOARD OF NURSING retains jurisdiction in this case until all
13 conditions have been met to the satisfaction of the Board.

14 Dated this 23 day of December 2013

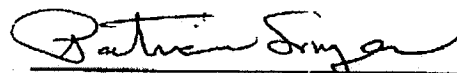

RESPONDENT
BRANDI BRADSHAW

17 Dated this 23rd day of December, 2013


L. KRISTOPHER RATH, ESQ.

23 Accepted and approved this 15 day of Jan, 2014

25 NEVADA STATE BOARD OF NURSING

26 By: 
27 Patricia Smyer, DNSc, RN
28 Board President

Affidavit to Voluntarily Surrender License

State of Nevada §
 §
County of Clark §

BEFORE ME, the undersigned authority, on this day personally appeared Brandi Jo Bradshaw, who made the following statements under oath:


1. My name is Brandi Jo Bradshaw. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. My current mailing address is:

2780 W Horizon Ridge Pkwy, Suite 40
Las Vegas, NV 89052

2. I am a Registered Nurse and hold License Number 718404 from the Texas Board of Nursing. That license is in a delinquent status and formal charges are pending against that license.


3. I do not currently work as a nurse in Texas, and I do not wish to be licensed as a nurse in Texas. I voluntarily surrender my license to practice nursing in Texas. I consent to the entry of an order to accept this voluntary surrender.

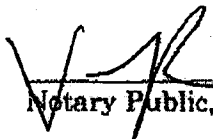
4. I understand that I cannot petition for reinstatement of this license until one year from the effective date of the order. I also understand that I will be required to comply with the Board's rules and regulations in effect at the time I submit any petition for reinstatement.



Brandi Jo Bradshaw
Registered Nurse, License # 718404

Sworn to before me the 21st day of August 2014 by Brandi Jo Bradshaw.

 Notary Public - State Of Nevada
County of Clark
VANESSA PORTILLO
My Appointment Expires
Feb. 13, 2017
No. 13-10072-1



Notary Public, State of Nevada