



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

BEFORE THE TEXAS BOARD OF NURSING

In the Matter of § AGREED
Registered Nurse License Number 816785 §
issued to JAMELIA SADE JACKSON § ORDER

On this day the Texas Board of Nursing, hereinafter referred to as the considered the matter of JAMELIA SADE JACKSON, Registered Nurse License Number 816785, hereinafter referred to as Respondent.

Information received by the Board produced evidence that Respondent may be subject to discipline pursuant to Section 301.452(b)(10),(12)&(13), Texas Occupations Code. Respondent waived notice and hearing and agreed to the entry of this Order approved by Katherine A. Thomas, MN, RN, FAAN, Executive Director, on September 25, 2014.

FINDINGS OF FACT

1. Prior to the institution of Agency proceedings, notice of the matters specified below in these Findings of Fact was served on Respondent and Respondent was given an opportunity to show compliance with all requirements of the law for retention of the license(s).
2. Respondent waived notice and hearing, and agreed to the entry of this Order.
3. Respondent's license to practice as a professional nurse in the State of Texas is in delinquent status.
4. Respondent received an Associate Degree in Nursing from the University of West Alabama, Livingston, Alabama, on May 8, 2010. Respondent was licensed to practice professional nursing in the State of Texas on April 11, 2012.
5. Respondent's complete nursing employment history is unknown.
6. On or about April 21, 2013, through May 10, 2013, while employed as a Registered Nurse with JPS Health Network, Fort Worth, Texas, Respondent accessed Dilaudid (Hydromorphone) in the Medication Dispensing System for Patient Medical Record

Numbers 51051478 and 51053883 and excessively entered a "cancelled remove" of the vials of Dilaudid. The vials Respondent accessed were found to have missing caps, puncture marks on top and were missing fluid. Respondent's conduct created inaccurate controlled substance records, defrauded the facility and the patients thereof of the cost of the medications, and is in violation of Chapter 481 (Controlled Substances Act) of the Texas Health and Safety Code.

7. On or about May 10, 2013, while employed as a Registered Nurse with JPS Health Network, Fort Worth, Texas, Respondent lacked fitness to practice nursing in that she exhibited impaired behavior including, acting jittery and confused, not being able to give a clear report on her patients, and being "all over the place" and dropping papers during report. Respondent's condition could have affected her ability to recognize subtle signs, symptoms or changes in patients' conditions, and could have affected her ability to make rational, accurate, and appropriate assessments, judgments, and decisions regarding patient care, thereby placing the patients in potential danger.
8. In response to Findings of Fact Numbers Six (6) and Seven (7), Respondent states she has a drug addiction problem and voluntarily enrolled in Bradford Health Services, Warrior, Alabama, on March 20, 2014.
9. On or about August 13, 2014, Respondent entered into a Voluntary Disciplinary Alternative Program (VDAP) Agreement with the Alabama Board of Nursing in lieu of proceeding with traditional disciplinary action. A copy of the Agreement including Findings of Fact, Conclusions of Law and Order, dated August 13, 2014, is attached and incorporated by reference as part of this Order.
10. Respondent's last known date of sobriety is March 20, 2014, as indicated in Finding of Fact Number Eight (8).
11. Formal Charges were filed on May 14, 2014.
12. Formal Charges were mailed to Respondent on May 20, 2014.
13. Respondent's conduct as described in the preceding Finding(s) of Fact was reportable under the provisions of Sections 301.401-301.419, Texas Occupations Code.
14. Respondent's conduct as described in the preceding Finding(s) of Fact resulted from or was significantly influenced by Respondent's substance use disorder.
15. The Board finds that there exists serious risks to public health and safety as a result of impaired nursing care due to intemperate use of controlled substances or substance use disorder.

16. Respondent's compliance with the terms of a Board approved peer assistance program should be sufficient to protect patients and the public.

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 §217.11(1)(A),(1)(B),(1)(D)&(1)(T) and 22 TEX. ADMIN. CODE §217.12(1)(A),(1)(B),(1)(C),(1)(E),(4),(5),(6)(G),(8),(10)(E)&(11)(B).
4. The evidence received is sufficient cause pursuant to Section 301.452(b)(10),(12)&(13), Texas Occupations Code, to take disciplinary action against Registered Nurse License Number 816785, heretofore issued to JAMELIA SADE JACKSON, including revocation of Respondent's license(s) to practice nursing in the State of Texas.
5. The Board may, in its discretion, order a nurse to participate in a peer assistance program approved by the Board if the nurse would otherwise have been eligible for referral to peer assistance pursuant to Section 301.410, Texas Occupations Code.

TERMS OF ORDER

I. SANCTION AND APPLICABILITY

IT IS THEREFORE AGREED and ORDERED, subject to ratification by the Texas Board of Nursing, that Registered Nurse License Number 816785, previously issued to JAMELIA SADE JACKSON, to practice nursing in Texas is hereby **SUSPENDED** and said suspension is **ENFORCED** until Respondent:

- A. **Applies to, is accepted into, and completes enrollment in the Texas Peer Assistance Program for Nurses (TPAPN), including payment of a non-refundable participation fee in the amount of five hundred dollars (\$500.00), waives confidentiality, and provides a copy of the fully executed TPAPN participation agreement to the Texas Board of Nursing;**

OR

- B. Applies to, is accepted into, and completes enrollment in the Alabama Board of Nursing Voluntary Disciplinary Alternative Program (VDAP) as an alternative to TPAPN, waives confidentiality and provides a copy of the fully executed VDAP participation agreement to the Texas Board of Nursing.

IT IS FURTHER AGREED, upon verification of successful completion of one of the above specified requirements (either the requirements of paragraph A or B), the Suspension will be **STAYED**, and RESPONDENT will be placed on **PROBATION** for such a time as is required for RESPONDENT to successfully complete the TPAPN or VDAP, as applicable, **AND** until Respondent fulfills the additional requirements of this Order.

- C. RESPONDENT SHALL pay all re-registration fees, if applicable, and RESPONDENT'S licensure status in the State of Texas will be updated to reflect the applicable conditions outlined herein.
- D. This Order SHALL apply to any and all future licenses issued to Respondent to practice nursing in the State of Texas.
- E. This Order SHALL be applicable to Respondent's nurse licensure compact privileges, if any, to practice nursing in the State of Texas.
- F. Respondent may not work outside the State of Texas in another nurse licensure compact party state without first obtaining the written permission of the Texas Board of Nursing and the Board of Nursing in the nurse licensure compact party state where Respondent wishes to work.
- G. RESPONDENT SHALL comply with all requirements of the applicable participation agreement during its term.
- H. RESPONDENT SHALL keep all applicable license(s) to practice nursing in current status.
- I. RESPONDENT SHALL CAUSE the applicable program to notify the Texas Board of Nursing of any violation of the participation agreement.

II. COMPLIANCE WITH LAW

While under the terms of this Order, RESPONDENT agrees to comply in all respects with the Nursing Practice Act, Texas Occupations Code, §§301.001 *et seq.*, the Rules and Regulations Relating to Nurse Education, Licensure and Practice, 22 TEX. ADMIN. CODE §§211.1 *et seq.*, and this Order.

III. REMEDIAL EDUCATION COURSE(S)

In addition to any continuing education requirements the Board may require for licensure renewal, RESPONDENT SHALL successfully complete the following remedial education course(s) within one (1) year of the suspension being stayed:

A Board-approved course in Texas nursing jurisprudence and ethics that shall be a minimum of six (6) hours in length. The course's content shall include the Nursing Practice Act, standards of practice, documentation of care, principles of nursing ethics, confidentiality, professional boundaries, and the Board's Disciplinary Sanction Policies regarding: Sexual Misconduct; Fraud, Theft and Deception; Nurses with Substance Abuse, Misuse, Substance Dependency, or other Substance Use Disorder; and Lying and Falsification. Courses focusing on malpractice issues will not be accepted. Home study courses and video programs will not be approved.

In order to receive credit for completion of this/these course(s), RESPONDENT SHALL CAUSE the instructor to submit a Verification of Course Completion form or SHALL submit the continuing education certificate, as applicable, to the attention of Monitoring at the Board's office. RESPONDENT SHALL first obtain Board approval of any course prior to enrollment if the course is not being offered by a pre-approved provider. *Information about Board-approved courses and Verification of Course Completion forms are available from the Board at www.bon.texas.gov/compliance.*

IV. FURTHER COMPLAINTS

If, during the period of probation, an additional allegation, accusation, or petition is reported or filed against the Respondent's license(s), the probationary period shall not expire and shall automatically be extended until the allegation, accusation, or petition has been acted upon by the Board.

V. EFFECT OF NONCOMPLIANCE

SHOULD RESPONDENT fail to comply with this Order or the terms of the applicable participation agreement, such noncompliance will result in further disciplinary action including TEMPORARY SUSPENSION pursuant to Section 301.4551, Texas Occupations Code, or REVOCATION of Respondent's license(s) and nurse licensure compact privileges, if any, to practice nursing in the State of Texas.

VI. RESTORATION OF UNENCUMBERED LICENSE(S)

Upon full compliance with the terms of this Order, all encumbrances will be removed from RESPONDENT'S license(s) to practice nursing in the State of Texas and RESPONDENT may be eligible for nurse licensure compact privileges, if any.

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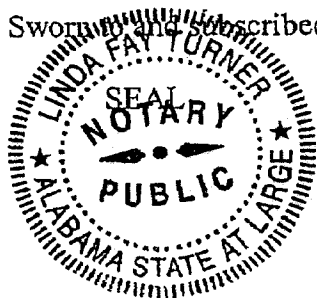
RESPONDENT'S CERTIFICATION

I understand that I have the right to legal counsel prior to signing this Agreed Order. I waive representation by counsel. I have reviewed this Order. I neither admit nor deny the violation(s) alleged herein. I do acknowledge possessing a diagnosis that deems me eligible to participate in the Texas Peer Assistance Program for Nurses or the Alabama Board of Nursing Voluntary Disciplinary Alternative Program, as applicable. By my signature on this Order, I agree to the entry of this Order and all conditions of said Order to obtain disposition of the allegations through peer assistance and to avoid further disciplinary action in this matter. I waive judicial review of this Order. I understand that this Order becomes effective upon acceptance by the Executive Director on behalf of the Texas Board of Nursing, and a copy will be mailed to me. 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(s) to practice nursing in the State of Texas, as a consequence of my noncompliance.

Signed this 4th day of December, 2014.

Camelia Sade Jackson
JAMELIA SADE JACKSON, Respondent

Sworn and subscribed before me this 4th day of December, 2014.



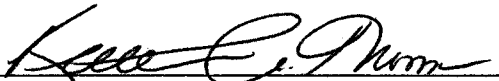
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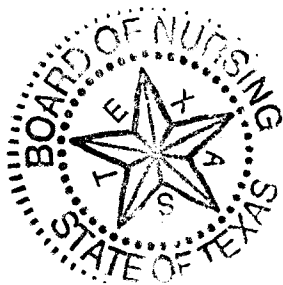
Notary Public in and for the State of Alabama

Commission Expires: 9-19-15

WHEREFORE, PREMISES CONSIDERED, the Executive Director, on behalf of the Texas Board of Nursing, does hereby ratify and adopt the Agreed Order that was signed on the 4th day of December, 2014, by JAMELIA SADE JACKSON, Registered Nurse License Number 816785, and said Order is final.

Effective this 11th day of December, 2014.


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



I certify this to be a true copy
of the records on file with the
Texas Board of Nursing
Date: 12/17/14
Signed: [Signature]

VOLUNTARY DISCIPLINARY ALTERNATIVE PROGRAM AGREEMENT

THE ALABAMA BOARD OF NURSING

IN THE MATTER OF:)
JAMELIA SADE JACKSON)
) VOLUNTARY DISCIPLINARY ALTERNATIVE
) PROGRAM AGREEMENT
)
LICENSE NO.: 1-127383 (Active))
CASE NO.: 2014-0666)

The Alabama Board of Nursing, hereinafter referred to as Board, having evidence that Jamellia Sade Jackson, hereinafter referred to as Respondent, is in violation of the Code of Alabama 1975, 34-21-25, and of the Alabama Board of Nursing Administrative Code, 610-X-8-.03, hereby enters into this Agreement with Respondent in lieu of proceeding with traditional disciplinary action. Respondent understands the right to a formal hearing in this matter and hereby knowingly waives such right. Respondent further understands and agrees that this is a non-appealable Order.

FINDINGS OF FACT

On July 10, 2010, Respondent was licensed by the Alabama Board of Nursing as a Registered Nurse (RN) and was so licensed at all times relevant to matters stated herein. The Respondent is currently licensed through December 31, 2014.

The Respondent is also licensed as a Registered Nurse (RN) in the States of Florida (License Number RN9323816, expired April 30, 2013) and Texas (License Number 818785, expired January 31, 2014).

II.

The Respondent has admitted to a substance use disorder and has acknowledged the need for treatment. On March 20, 2014, the Respondent entered residential treatment at Bradford Health Services, Warrior, Alabama, a Board-approved treatment provider.

CONCLUSIONS OF LAW

The conduct stated above constitutes sufficient grounds for the imposition of sanctions against Respondent's license to practice nursing in the State of Alabama pursuant to the Code of Alabama 1976, § 34-21-25, and the Alabama Board of Nursing Administrative Code, § 610-X-8-.03. The Alabama Board of Nursing has the authority to enter into and enforce this Agreement pursuant to the Code of Alabama 1976, § 34-21-25() and the Alabama Board of Nursing Administrative Code § 610-X-13.

ORDER

Respondent, holder of Alabama License Number 1-127383, agrees and acknowledges that continued licensure is contingent upon compliance with the terms of this Agreement and that failure to adhere to said terms is cause for discharge from this program and grounds for disciplinary action by the Board. The terms of this Agreement are as follows:

1. Duration of Agreement

Respondent acknowledges that the duration of this Agreement is for a period of sixty (60) months unless extended pursuant to stipulation 3 below. Respondent may apply for early release after thirty-six (36) months of satisfactory compliance with all the stipulations of this Agreement. If Respondent applies for early release, a comprehensive substance use disorder, physical, and

mental evaluation from a Board-recognized treatment provider with a healthcare professionals tract which supports early release shall be submitted to the Board. Said evaluation must be performed within the ninety (90) day period immediately prior to submission of the application for early release.

2. Monitoring Fee

Respondent shall pay a monitoring fee in the amount of \$1,000.00. This fee must be paid within thirty (30) days of the documented date of release from primary treatment or within thirty (30) days of the signing of this Agreement, whichever comes later. Respondent understands that failure to pay the fee is cause for discharge from this program and disciplinary action by the Board of Nursing. The fee applies whether or not Respondent is employed in nursing. Respondent shall be responsible for all costs associated with treatment and monitoring.

3. Evaluations (Initial Evaluation Completed)

Within thirty (30) days of the effective date of this Agreement, Respondent must submit to the Board the results of a comprehensive evaluation for substance use disorder, as well as physical and mental illness, from a Board-recognized treatment provider. If Respondent is approved by the Board as an advanced practice nurse, Respondent must complete said evaluation at a Board-recognized substance use disorder treatment provider with a health care professionals tract.

Respondent must abide by any requests and recommendations made by the provider during the course of the evaluation, including in-patient evaluation, outpatient evaluation, partial hospitalization evaluation and psychological testing. Should Respondent, for any reason, fail to comply with this stipulation, such will be grounds for discharge from this program and disciplinary action. Respondent may not be employed as a nurse during the evaluation process.

Respondent is also required to undergo subsequent comprehensive evaluations by a Board-recognized treatment provider with a health care professionals tract should such be requested by the Board following a relapse or for other cause. Respondent must follow all

treatment recommendations made by the provider as a result of the subsequent evaluation including, but not limited to, in-patient treatment, out-patient treatment, half-way house, residential long term treatment, and/or counseling.

Prior to successful completion of VDAP, with or without early release, Respondent shall return to the original treatment provider or other Board-recognized provider for required comprehensive evaluations and a determination of Respondent's readiness to practice without supervision and/or monitoring. Said evaluation must be performed within the ninety-(90) day period immediately prior to the scheduled termination of this Agreement. Based upon the evaluation, the Board may extend the period of this Agreement and require additional treatment, counseling, etc.

4. Treatment Program

The treatment program must be a Board-recognized substance use disorder treatment program. Respondent shall cause the treatment program to submit to the Board proof of Respondent's entry into a primary intensive alcohol/drug treatment program in accordance with the recommendations made during the evaluation process which may include in-patient treatment, out-patient treatment, half-way house, residential long term treatment and/or a combination thereof. Respondent shall also cause the program director to provide the Board with documentation concerning Respondent's successful completion of the program and recommendations and arrangements for appropriate follow-up. Should Respondent, for any reason, fail to comply with this stipulation, such will be grounds for discharge from this program and disciplinary action. Respondent may not be employed as a nurse until completion of the primary phase of the treatment program; Respondent may only return to nursing upon satisfaction of all recommendations from the provider and written documentation by said provider of Respondent's readiness to return to professional employment and ability to practice nursing safely.

5. Aftercare Program

Respondent, within one (1) week of the completion of the primary phase of treatment, shall enter a Board acceptable substance use disorder aftercare program with said program to meet on a weekly basis and to extend for a minimum of one (1) year, or a longer period of time if recommended by the treatment provider. Respondent shall also cause the program to submit to the Board, in writing, and on the Board-approved form, documentation of Respondent's attendance, participation and progress in the program. Such reports are due quarterly, according to schedule, for the remainder of the monitoring period or until the Board is notified in writing of successful completion of the aftercare program. In the event Respondent is discharged from the aftercare program for noncompliance, Respondent is to notify the Board immediately, in writing, of such occurrence and cause the Aftercare program to do the same. This is required regardless of whether Respondent is employed in nursing.

6. Individual/Group Counseling

Respondent shall participate regularly in a Board-recognized counseling program contingent upon the recommendations of the original treatment program. Respondent shall continue in counseling for as long as deemed necessary by the counselor/therapist. Any recommended counseling must be attended in addition to any recommended aftercare.

Respondent shall cause the counselor to submit to the Board, in writing and on the Board-approved form, evidence of satisfactory participation and progress in counseling. Such reports are due quarterly, according to schedule, for the remainder of the monitoring period or until the Board is notified in writing by the counselor/therapist of Respondent's successful completion of the counseling requirement. In the event Respondent is discharged from the counseling for noncompliance, Respondent is to notify the Board immediately, in writing, of such occurrence and shall cause the counselor to do the same. This is required regardless of whether Respondent is employed in nursing.

7. Twelve Step Meetings

Respondent shall attend and participate in Twelve-Step meetings for the duration of this Agreement. Respondent shall attend a minimum of three (3) meetings per week and shall submit Meeting Attendance Verification Reports monthly, according to schedule, on a Board-approved form, for the duration of the Agreement.

Respondent is required to have a Sponsor for the duration of this Agreement; Respondent shall provide to the Board contact information for said sponsor. This is required regardless of whether Respondent is employed in nursing.

8. Self Report

Respondent shall submit to the Board a self report on a monthly basis; said report shall be submitted in a format as determined by the Board and shall be submitted according to schedule, regardless of the manner in which it is submitted. The report must be completed in its entirety. This report is required regardless of whether Respondent is employed in nursing.

9. Primary Physician Drug Use Exception

Respondent shall have only one primary physician/group during the period of this Agreement, except in the case of a referral or a documented emergency; said primary physician shall be the sole prescriber of all medications to Respondent for health care except in the case of referral or documented emergency. Respondent must notify the Board of the name, address, and telephone number of the primary physician within 14 days of signing this Agreement, and within 14 days of obtaining a new primary physician.

10. Dentist Drug Use Exception

Respondent shall have only one primary dentist during the period of this Agreement except in the case of a referral or a documented emergency; said primary dentist shall be the sole prescriber of all medications to Respondent for dental care except in the case of referral or documented emergency. Respondent must notify the Board of the name, address, and telephone

number of the primary dentist within 14 days of signing this Agreement, and within 14 days of obtaining a new primary dentist.

11. Prescription Verification

Respondent shall cause any and all prescriptions, including over the counter (OTC) medications not on the Approved Over-the-Counter Medications list, to be verified to the Board by the prescribing physician (whether primary physician, dentist, or referring practitioner) on a Board provided form at the time of issuance of the prescription. Respondent shall cause the prescriber to submit said verification to the Board within ten (10) days of the prescribing date. Respondent must also provide verification of all medications prescribed at the time of Respondent's entry into this Agreement. Respondent shall refrain from taking prescription medication with a prescription date older than twelve months.

Respondent shall provide to the Board a list of any and all medications taken each month, both prescription and over the counter (OTC) medications. Said list shall be included with the Monthly Self Report submitted to the Board each month.

Respondent shall, as requested by the Board, provide a pharmacy prescription profile of all prescription medications dispensed to Respondent at all pharmacies used by Respondent. The Board may, at any time, require Respondent to cause the primary physician, dentist or referral practitioner to provide documentation for the continued use of prescribed controlled substance medications.

12. Abstain from Alcohol Use

Respondent shall abstain completely from the use of any substance containing alcohol.

13. Abstain from Drug Use

Respondent shall abstain completely from the nonprescribed use or possession of controlled substances as defined in the Alabama Uniform Controlled Substances Act, illegal drugs as defined by law, mood altering substances, or any drugs requiring a prescription (legend) except as provided for in this Agreement.

14. Drug Screening

Respondent shall participate as directed in a Board-approved program for random biological drug testing. The drug screen will be a Board-approved drug screen and may include additional chemicals as designated by the Board or its designee. A minimum of one (1) random testing per month shall be done and may be required more frequently as requested by the Board or its designee. Further, the Board or its designee may at anytime require Respondent to undergo additional drug screening of a type specified by the Board, including hair testing, to ensure that Respondent is free of chemical substances. Refusal to provide a specimen suitable for testing within the requested time frame constitutes a violation of this Agreement and such will be cause for dismissal from this program and grounds for disciplinary action. Respondent waives any argument as to chain-of-custody of the sample or validity/accuracy of its testing regarding any positive screen received by the Board from an approved testing facility. The report of a positive drug screen which is not a result of documented, prescribed medications as provided for herein shall be considered a violation of this Agreement. Random drug screens are required regardless of whether Respondent is employed in nursing.

15. Employment - Notification of Participation

Respondent shall provide any health care employers, collaborative and covering physicians (if CRNP/GNM) and/or school of nursing with a copy of this Agreement and cause each to acknowledge to the Board, in writing, that a copy of the Agreement has been provided to them. Said notification shall be on the Board-approved form, and shall be submitted to the Board no later than ten (10) days after the effective date of this Agreement or within ten (10) days of Respondent's employment or advanced practice approval or enrollment in school.

16. Employment - Monitoring

Respondent shall practice only under the on-site monitoring of a Board-approved licensed health professional in good standing with their professional regulatory body. The on-site monitor shall be primarily one (1) person whenever possible. The employment monitor is not required to be on the same unit or ward as Respondent, but should be on site and readily available to provide assistance and intervention in the event Respondent appears impaired or otherwise unable to safely practice. This employment monitor is in addition to Respondent's employment supervisor.

17. Employment - Hours of Practice

Respondent may not work more than eighty-four (84) hours in a two (2) week schedule without prior written permission of the Board.

18. Employment - Access to Controlled Substances

Respondent may not administer or have access to controlled substance medications for a minimum of six (6) months of employment, and may not have access to or administer controlled substance medications until written permission is received from the Board stating this stipulation no longer applies. Respondent shall work in nursing a minimum of six (6) months without this restriction prior to successful completion of this Agreement.

19. Restricted Employment

Respondent shall work only regularly assigned, identified, and predetermined units. Respondent may not work for a nursing registry, nurse staffing agency, travel nurse agency, nursing float pool, hospice, home health agency, and/or temporary employment agency, without prior written approval from the Board or its designee. Respondent may not be self-employed, contract for services or accept employment as a school nurse for the duration of this Agreement.

20. Employment - Change in Status

Respondent may not accept or change employment without prior written notification to the Board. Said notification must include the name and number of the person who will be Respondent's supervisor for the period of this Agreement.

21. Employment-Supervision Restriction

Respondent may not be employed as a supervising nurse without prior written approval of the Board.

22. Employment-Increased Autonomy

Following two (2) years of satisfactory compliance with stipulations, Respondent and current employer may request additional duties and responsibilities within Respondent's present employment. If such duties are granted, said employment will be with specified conditions as set forth by the Board.

23. Employment-Evaluation of Performance

Respondent shall cause the employer to provide the Board, on a Board-approved form, a written evaluation of Respondent's nursing performance. Such reports are due quarterly, according to schedule. The receipt of an unfavorable report may be considered to be a violation of this Agreement. If Respondent is not employed as a nurse, Respondent is required to inform the Board of employment status in the monthly self-report.

24. Nursing Practice Requirements

In order to successfully complete the terms of this Agreement, Respondent shall be employed as a practicing nurse for a minimum of eighteen (18) months, and shall work a minimum of ninety-six (96) hours per month. During periods of employment in fields other than nursing, Respondent is not relieved from compliance with all other terms and conditions of this Agreement.

25. Alabama Licensure Status

Respondent must maintain a current active license at all times during the period of this Agreement. If for any reason Respondent's nursing license lapses and/or expires, such may be cause for dismissal from the program and grounds for disciplinary action.

26. Notification of Board

Respondent shall notify or cause notification to the Board if Respondent: (a) is arrested by any law-enforcement agency, (b) is admitted as a patient to any institution in this state or elsewhere for treatment related to any substance use disorder, (c) is admitted as a patient to any institution in this state or elsewhere for treatment for any emotional or psychological disorder, (d) experiences a relapse, (e) is subject to any disciplinary action by an employer, and/or (f) tests positive on any drug screen-conducted by an employer, an employee assistance program, court referral program or other entity.

27. Change of Address

Respondent shall immediately notify the Board, in writing, of any change of address.

28. Licensure in Other States or Jurisdictions; Relocation

Respondent must provide a copy of this Agreement to the Board(s) of Nursing in each and every state and/or jurisdiction in which Respondent holds an active license; Respondent shall cause said Board(s) of Nursing to submit, on letterhead or in some other official format, written notification of receipt of this Agreement.

Respondent must notify the Board of pending licensure and/or relocation outside of the State of Alabama. If Respondent plans to relocate to another state, Respondent must request permission of the Alabama Board to apply to the other state's monitoring program. If permission is granted, Respondent must inform the Board of Nursing in that state and apply to that state's monitoring program. If accepted into the monitoring program of another state, Respondent must successfully complete that program in order to fulfill the terms of this Agreement. Respondent must

submit to the Board a copy of the Agreement from the other state and official notification of successful completion or unsuccessful termination thereof.

In the event Respondent is not approved to apply to the other state's program or is not accepted into that program or there is no such program in the other state, it is agreed that Respondent's Alabama license will be placed on a probationary status and will comply with the terms and conditions of that Order. The Board retains the right to withdraw approval for out-of-state monitoring if circumstances indicate that such is appropriate.

In the event Respondent relocates to another country, Respondent must abide by recommendations of the Board as to continued participation in the program.

29. Personal Interview

Respondent shall appear in person for interviews at the request of the Board or Board designee.

30. Obey the Laws

Respondent shall refrain from violating any federal, state, and/or local law or rule or Order of the Board. Any arrest subsequent to the signing of this Agreement is grounds for both discharge from the program and disciplinary action.

31. Release of Records and Information

Respondent hereby authorizes the Board of Nursing to submit information and all records necessary to ensure compliance with the stipulations of this Agreement and public safety. This includes communication with Respondent's employer (existing and prospective) and members of Respondent's treatment team regarding non-compliance and/or possible relapse. Respondent also agrees to execute all appropriate release of information forms so that all treatment providers, healthcare providers, employers, and all other necessary persons may inform the Board, in writing, of Respondent's status and progress.

32. Violation

Any deviation from the requirements of this Agreement without the written consent of the Board shall constitute a violation of this Agreement and will be cause for discharge from the program and grounds for disciplinary action.

33. Additional Disciplinary Action

Should cause for disciplinary action arise or be discovered during the period of this Agreement such is cause for discharge from the program and grounds for disciplinary action.

34. Fraudulent Acts Relating to the Agreement and/or Program

Submission of fraudulent documents or reports or misrepresentation of facts relating to the terms and conditions stated herein, or relating to Respondent's admission into the Program, shall constitute a violation of this Agreement.

35. Termination of Agreement

This Agreement shall terminate only upon receipt of documents to satisfy all terms and conditions and Respondent is notified in writing of successful completion thereof. This period of monitoring will not terminate until notification by the Board to Respondent in writing that all terms and conditions of the Agreement have been met.

Respondent may be terminated from the program at the discretion of the Board for any reason stated in ~~Alabama Board of Nursing Administrative Code~~, 610-X-13-.06, including, but not limited to, Respondent's noncompliance with any aspect of the program and/or that Respondent no longer meets the eligibility criteria for admission into the program.

36. Public Information

This Agreement and Respondent's records are public information up until Respondent's successful completion of this Agreement. Upon successful completion, Respondent's records are not subject to public disclosure. All disciplinary actions of the Board will be reported to all required data banks.

37. Effective Date


The effective date of this Agreement shall be the date of Respondent's acceptance into the program as denoted by the signature of the program director.

EXECUTED this the 13 day of August 2014



Jamella S. Jackson

~~APPROVED AND ACCEPTED~~ by the ALABAMA BOARD OF NURSING on this the 13th day of August 2014


N. GENELL LEE, RN, MSN, JD
EXECUTIVE OFFICER
ALABAMA BOARD OF
NURSING