



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.
William O'Hanrahan
Executive Director of the Board

BEFORE THE TEXAS BOARD OF NURSING

In the Matter of	§	AGREED
Vocational Nurse License Number 227283	§	
issued to IRMA GUADALUPE CASAS	§	ORDER

On this day the Texas Board of Nursing, hereinafter referred to as the Board, considered the matter of IRMA GUADALUPE CASAS, Vocational Nurse License Number 227283, hereinafter referred to as Respondent.

This action was taken in accordance with Section 301.453(c), Texas Occupations Code.

Respondent waived notice and hearing and agreed to the entry of this Order.

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

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 vocational nurse in the State of Texas is in current status.
4. Respondent received a Certificate in Vocational Nursing from Brightwood College, Corpus Christi, Texas, on November 19, 2009. Respondent was licensed to practice vocational nursing in the State of Texas on November 19, 2009.
5. Respondent's nursing employment history is unknown.
6. On or about July 27, 2017, Respondent's Ohio practical nurse license was issued a Probated Suspension by the Ohio Board of Nursing, Columbus. Furthermore, upon issuance of an Ohio registered nurse license, said license shall be issued a Probated Suspension. A copy of

the Ohio Board of Nursing's Consent Order dated July 27, 2017, is attached and incorporated, by reference, as part of this Order.

7. Regarding the conduct outlined in Finding of Fact Number Six (6), Respondent admits she crossed her nursing boundaries but states the relationship with the patient was not romantic but rather a friendship that developed. Respondent adds she has no plans to return to Texas.
8. Respondent, by her signature to this Order, expresses her desire to voluntarily surrender her license(s) to practice nursing in the State of Texas.

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 cause pursuant to Section 301.452(b)(8), Texas Occupations Code, to take disciplinary action against Vocational Nurse License Number 227283, heretofore issued to IRMA GUADALUPE CASAS, including revocation of Respondent's license(s) to practice nursing in the State of Texas.
4. Pursuant to Section 301.463(d), Texas Occupations Code, this Agreed Order is a settlement agreement under Rule 408, Texas Rules of Evidence, in civil or criminal litigation.
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, as amended, 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 TEX. ADMIN. CODE §213.26-.29, and any amendments thereof in effect at the time of the reinstatement.

TERMS OF ORDER

NOW, THEREFORE, IT IS AGREED and ORDERED that the **VOLUNTARY SURRENDER** of Vocational Nurse License Number 227283, heretofore issued to IRMA

GUADALUPE CASAS, to practice nursing in the State of Texas, is accepted by the Texas Board of Nursing. In connection with this acceptance, the Board imposes the following conditions:

1. RESPONDENT SHALL NOT practice vocational nursing, use the title "vocational nurse" or the abbreviation "LVN" or wear any insignia identifying herself as a vocational nurse, or use any designation which, directly or indirectly, would lead any person to believe that RESPONDENT is a vocational nurse during the period in which the license is surrendered.
2. RESPONDENT SHALL NOT petition for reinstatement of licensure until at least 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.

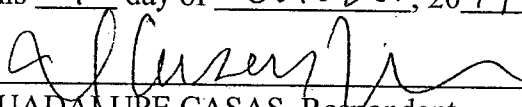
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RESPONDENT'S CERTIFICATION

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. By my signature on this Order, I agree to the entry of this Order, and any conditions of said Order, to avoid further disciplinary action in this matter. I waive judicial review of this Order. I understand that this Order becomes final when accepted by the Executive Director at which time the terms of this Order become effective and a copy will be mailed to me.

Signed this 9 day of October, 20 17.



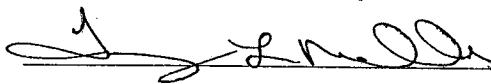
IRMA GUADALUPE CASAS, Respondent

Sworn to and subscribed before me this 9th day of Oct., 20 17.



SEAL

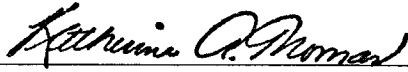
TAMMY L. MILLER, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 30, 2019



Notary Public in and for the State of OHIO

WHEREFORE, PREMISES CONSIDERED, the Executive Director, on behalf of the Texas Board of Nursing, does hereby accept the voluntary surrender of Vocational Nurse License Number 227283, previously issued to IRMA GUADALUPE CASAS.

Effective this 11th day of October, 20 17.

A handwritten signature in cursive script, reading "Katherine A. Thomas".

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



Ohio Board of Nursing

www.nursing.ohio.gov

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**CONSENT AGREEMENT
BETWEEN
IRMA G. CASAS, R.N. APPLICANT, L.P.N.
AND
OHIO BOARD OF NURSING**

This Consent Agreement is entered into by and between **IRMA G. CASAS, L.P.N., R.N. APPLICANT (MS. CASAS)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

This Consent Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(16), ORC, authorizes the Board to discipline a licensee for violation of Chapter 4723, ORC, or any rules adopted under it. Specifically, Rule 4723-4-06(I), OAC, states that a licensed nurse shall delineate, establish, and maintain professional boundaries with each client. Rule 4723-4-06(P)(2), OAC, states that a licensed nurse shall not make any false, misleading, or deceptive statements, or submit or cause to be submitted any false, misleading or deceptive information, or documentation to: Current employers. Rule 4723-4-06(Q), OAC, states for purposes of paragraphs (I), (J), (K), (L), and (M) of this rule, a nurse shall not use social media, texting, emailing, or other forms of communication with, or about a patient, for non-health care purposes or for purposes other than fulfilling the nurse's assigned job responsibilities. Section 4723.28(B)(31), ORC, authorizes the Board to discipline a licensee for failure to establish and maintain professional boundaries with a patient, as specified in rules adopted under section 4723.07, ORC.
- B. **MS. CASAS** was issued an Ohio license to practice nursing as a licensed practical nurse, PN-147135, in November 2011, and that license is currently active.

- C. On or about August 29, 2016, MS. CASAS submitted to the Board an Application for Licensure by Examination to Practice in Ohio as a Registered Nurse (Application) and that application is currently pending before the Board.
- D. In Texas, MS. CASAS has been licensed as a licensed vocational nurse since March 2010 and that license is currently active.
- E. MS. CASAS knowingly and voluntarily admits to the following:
 - 1) Beginning in 2014 and while working as a home health nurse for Maxim Healthcare, MS. CASAS provided nursing care for a paraplegic male patient.
 - 2) In July 2015, around the time the patient transferred his care to Brightstar, MS. CASAS obtained employment with that agency and continued to provide nursing care for the patient.
 - 3) While providing care to the patient, MS. CASAS and the patient developed a personal relationship.
 - 4) In or around September 2015, copies of personal text messages between MS. CASAS and the patient, as well as pictures of MS. CASAS and the patient posing together, were forwarded to Maxim and Brightstar.
 - 5) In October 2015, MS. CASAS informed Maxim that she needed she needed to be removed from her existing cases and needed time off due to moving and other personal reasons.
 - 6) When questioned by her supervisor at BrightStar, MS. CASAS denied having a personal, inappropriate relationship and/or communications with the patient. MS. CASAS resigned her nursing position at BrightStar.
 - 7) Maxim Healthcare also investigated the matter, but MS. CASAS failed to cooperate with Maxim's internal investigation and her nursing employment with Maxim ended.
 - 8) During a March 22, 2016 interview with a Board Compliance Agent, MS. CASAS reported that she had provided nursing care for the patient for one and a half years through Maxim and BrightStar. MS. CASAS admitted that she and the patient texted each other and that they had developed a personal relationship. MS. CASAS denied having a romantic relationship with the patient, but said that the patient was a source of emotional support for her and that the relationship was "wrong".

- F. Per to the direction of the Board Supervising Member for Disciplinary Matter, upon the Board's receipt of this Consent Agreement signed by MS. CASAS, thereby agreeing to the terms and restrictions of this Consent Agreement set forth below, MS. CASAS shall be authorized to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN exam).

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MS. CASAS knowingly and voluntarily agrees with the Board to the following terms and restrictions: MS. CASAS's license to practice nursing as a licensed practical nurse in Ohio shall be suspended indefinitely. Further, upon passing the NCLEX-RN, MS. CASAS shall be granted a license to practice nursing as a registered nurse in Ohio and that license shall be suspended indefinitely. Both suspensions shall be stayed, subject to the following PROBATIONARY terms, conditions, and limitations *for a minimum period of at least one (1) year:*

1. MS. CASAS shall obey all federal, state, and local laws, and all laws and rules governing the practice of nursing in Ohio.
2. MS. CASAS shall appear in person for interviews before the full Board or its designated representative as requested by the Board or its designee.

Criminal Records Check

3. Within ninety (90) days prior to submitting a request for release from the probationary terms and restrictions of this Consent Agreement, MS. CASAS agrees that she will submit a request to the Bureau of Criminal Identification and Investigation (BCII) to conduct a criminal records check of MS. CASAS, including a check of Federal Bureau of Investigation (FBI) records, and shall cause BCII to submit MS. CASAS's criminal records check reports to the Board. *MS. CASAS agrees that a request for release from the probationary terms of this Consent Agreement will not be considered by the Board until the completed criminal records check, including the FBI check, has been received by the Board.*

Educational Requirement

4. Within six (6) months from the effective date of this Consent Agreement, MS. CASAS shall, in addition to the requirements of licensure renewal, successfully complete and submit satisfactory documentation of successful completion of the following continuing education, or other comparable courses approved in advance by the Board, taken subsequent to the effective date of this Consent Agreement: four (4) hours of Disciplinary Actions; five (5) hours

of Professional Accountability and Legal Liability; ten (10) hours of Professional Boundaries; and two (2) hours of Ohio Nursing Laws and Rules.

Employment Conditions

5. Within thirty (30) days following the effective date of this Consent Agreement, MS. CASAS shall notify the Board, in writing, of the name and address of her current employer and shall provide her current employer with a copy of this Consent Agreement.
6. Prior to accepting employment as a nurse, each time with every employer, MS. CASAS shall notify the Board, in writing, of the name and address of the employer.
7. MS. CASAS is under a continuing duty to provide a copy of this Consent Agreement to any new employer prior to accepting employment in a position in which a nursing license is required. MS. CASAS shall have her employer(s), if working in a position where a nursing license is required, submit written reports regarding job performance on a quarterly basis beginning within thirty (30) days of accepting nursing employment. MS. CASAS shall have her employer(s) send documentation to the Board, along with the first employer report, of receipt of a copy of this Consent Agreement, including the date the Consent Agreement was received.

Reporting Requirements of Licensee

8. MS. CASAS shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.
9. MS. CASAS shall sign release of information forms allowing health professionals and other organizations to submit the requested documentation directly to the Board.
10. MS. CASAS shall submit any and all information that the Board may request regarding her ability to practice according to acceptable and prevailing standards of safe nursing practice.
11. MS. CASAS shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.
12. MS. CASAS shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.

13. **MS. CASAS** shall submit the reports and documentation required by this Consent Agreement or any other documents required by the Board to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.
14. **MS. CASAS** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
15. **MS. CASAS** shall inform the Board within five (5) business days, in writing, of any change in employment status or of any change in residential or home address or telephone number.

Temporary Practice Restrictions

Unless otherwise approved in advance, in writing, by the Board or its designee, **MS. CASAS** shall not practice nursing as a licensed practical nurse or registered nurse: (1) in a patient's residence; (2) for staffing agencies or pools; (3) for an individual or group of individuals who directly engage **MS. CASAS** to provide nursing services for fees, compensation, or other consideration or who engage **MS. CASAS** as a volunteer or (4) as an independent contractor or for *locum tenens* assignments. .

Unless otherwise approved in advance, in writing, by the Board or its designee, **MS. CASAS** shall not function in a position or employment where the job duties or requirements involve management of nursing and nursing responsibilities, or supervising and evaluating nursing practice. Such positions include, but are not limited to, the following: Director of Nursing, Assistant Director of Nursing, Nurse Manager, Vice President of Nursing.

FAILURE TO COMPLY

MS. CASAS agrees that her licenses to practice nursing as a licensed practical nurse and/or as a registered nurse will be automatically suspended if it appears to the Board that **MS. CASAS** has violated or breached any terms or restrictions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MS. CASAS** via certified mail of the specific nature of the charges and automatic suspension of her licenses. **MS. CASAS** may request a hearing regarding the charges.

The above described terms and restrictions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MS. CASAS** appears to have violated or breached any terms or restrictions of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

DURATION/MODIFICATION OF TERMS

The terms and restrictions, of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both MS. CASAS and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that MS. CASAS has complied with all aspects of this Consent Agreement; and (2) the Board determines that MS. CASAS is able to practice according to acceptable and prevailing standards of safe nursing care without Board monitoring, based upon an interview with MS. CASAS and review of the reports as required herein. Any period during which MS. CASAS does not work in a position for which a nursing license is required shall not count toward fulfilling the probationary period imposed by this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

MS. CASAS acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

MS. CASAS waives all of her rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

MS. CASAS waives any and all claims or causes of action she may have against the Board, and its members, officers, employees and/or agents arising out of matters, which are the subject of this Consent Agreement.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, ORC. The information contained herein may be reported to appropriate organizations, data banks and governmental bodies.


This Consent Agreement is not an adjudication order as discussed in Chapter 119, ORC. Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedures Act, Chapter 119, ORC.

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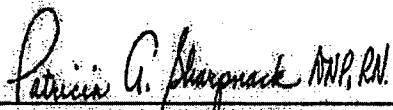
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EFFECTIVE DATE

MS. CASAS understands that this Consent Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective upon the last date of signature below.


IRMA G. CASAS, R.N. APPLICANT, L.P.N.

07/07/17
DATE


PATRICIA A. SHARPBACK, D.N.P., R.N.
President, Ohio Board of Nursing

7/27/17
DATE