

BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE LICENSE OF
LESLIE E. BENNETT
TO PRACTICE AS A
LICENSED PRACTICAL NURSE
IN THE STATE OF UTAH

:
:
: **ORDER REINSTATING LICENSE**
:

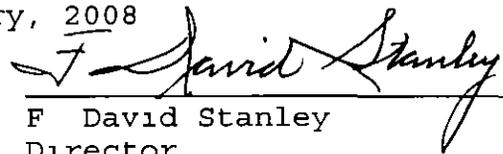
Case No. DOPL-2005-13

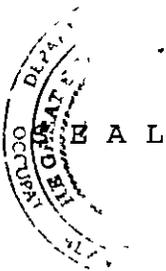
BY THE DIVISION:

Respondent has satisfied the terms and conditions as set forth in the Division's Memorandum of Understanding and Order, dated January 13, 2005, in the above-referenced case number

IT IS HEREBY ORDERED the probation on the license of LESLIE E BENNETT to practice as a licensed practical nurse is terminated and said license be reinstated with full privileges effective the date of this Order

Dated this 7 day of February, 2008


F David Stanley
Director



BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE LICENSE OF	:	
LESLIE E. BENNETT	:	AMENDED ORDER
TO PRACTICE AS A	:	
LICENSED PRACTICAL NURSE	:	
IN THE STATE OF UTAH	.	Case No DOPL-2005-13
	:	

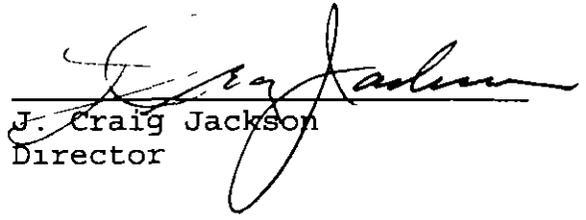
BY THE DIVISION:

The Division's Memorandum of Understanding, dated January 13, 2005, in the above-referenced case is hereby amended as follows:

It is hereby ordered the probationary condition requiring Respondent to practice only under the on-site supervision of a registered nurse in good standing with the Division or a licensed physician in good standing with the Division be amended to allow Respondent to practice only under the general supervision of a registered nurse licensed in good standing or a physician licensed in good standing with the Division. The supervising nurse or physician shall be primarily one (1) person who may periodically delegate to other qualified personnel. Respondent shall only practice when a nurse licensed in good standing or a physician licensed in good standing is available on-site to observe Respondent's general behavior

All other conditions and restrictions identified in the January 13, 2005 Memorandum of Understanding shall remain the same and in effect.

Dated this 8th day of May, 2006



J. Craig Jackson
Director

S E A L

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
Heber M Wells Building
160 East 300 South - Box 146741
Salt Lake City, Utah 84114-6741
Telephone (801) 530-6628

RECEIVED
DIVISION OF OCCUPATIONAL
& PROFESSIONAL LICENSING
MAY 19 2005

BEFORE THE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE ISSUANCE OF A)
PROBATIONARY LICENSE TO LESLIE ^{5#}) **MEMORANDUM OF UNDERSTANDING**
BENNETT TO PRACTICE AS A LICENSED) **PROBATIONARY LICENSE**
PRACTICAL NURSE IN THE STATE OF UTAH) **CASE NO. DOPL 2005- 13**

DOPL FM 007 REV 7 26/02

Leslie Bennett (Respondent) submitted an application for re-licensure as a licensed practical nurse (LPN) on or about August 30, 2004. On the Qualifying Questionnaire Respondent answered "yes" to questions #1, #3, #20, #24, and #26. According to Division records for case no. DOPL-1996-115 signed May 20, 1998, Respondent was placed on probation for a period of three years for a history of diverting morphine and termination from the diversion program. On or about November 5, 1999, Respondent's LPN license was revoked by default for failure to comply with the terms and conditions of the probation. In addition to the application for licensure, the Respondent submitted a chemical dependency evaluation from Highland Ridge Hospital. According to the evaluation, Respondent "does not have a current problem with drugs or alcohol", and no treatment was recommended.

The Respondent and the Division of Occupational and Professional Licensing of the Department of Commerce ("Division") as evidenced by their signatures to this Memorandum of Understanding agree that Respondent shall be issued a probationary license to practice as a licensed practical nurse subject to the following conditions which shall be in effect for a period of five (5) years commencing upon the date approved by the Division Director as evidenced by his signature

- 1 Respondent admits the jurisdiction of the Division over her and over the subject matter of this action
- 2 Respondent acknowledges that she enters into this Memorandum of Understanding knowingly and voluntarily, and other than what is contained in this agreement, no promise or threat whatsoever has been made by the Division, or any member, officer, agent or representative of the Division to induce her to enter into this agreement

3 Respondent understands that she has the right to be represented by an attorney in this matter and has either sought the advice of counsel or has knowingly waived that right

4 Respondent shall

a abstain from the personal use or possession of alcohol, controlled substances or prescription drugs unless such drug is lawfully prescribed for her for a current bona fide illness or condition by a licensed practitioner and taken according to that practitioner's instructions Respondent shall abstain from the abuse of any other mood altering substances and abstain from any use other than the purpose for which it is intended

b unless otherwise approved by the Division, except as provided below, receive prescriptions from only one prescribing practitioner and fill prescriptions only at one pharmacy Prescriptions from an emergency practitioner or referral practitioner must be submitted to the Division within forty-eight (48) hours All prescribing practitioners must be informed of Respondent's addiction/abuse problem Respondent shall not obtain the same or equivalent prescription drug from more than one practitioner, or under any other circumstance which causes there to be available to the Respondent prescription drugs in quantities or types which are not legitimately required Respondent shall submit the names of the prescribing practitioner and the pharmacy to the Division and Board for approval Respondent shall provide the Division with a copy of all prescriptions written for the Respondent within forty-eight (48) hours after the prescription has been written

c provide to the primary prescribing practitioner a copy of this Memorandum of Understanding

d submit to random drug testing upon the request of the Division or any company with whom the Division has contracted to conduct drug testing The Division shall determine when and where Respondent is to submit herself for testing Respondent shall pay for the cost of drug testing and shall accurately complete and sign any and all release forms requested by the Division or the drug testing company with respect to drug testing, including but not limited to, forms authorizing the company to send the drug test results to the Division

e pay the costs associated with this order Failure to pay constitutes a violation of this agreement

f participate in a professional support group to address her use of controlled substances Regular attendance shall be at least two times a month Documentation which reflects Respondent's continuing and regular attendance at such support group meetings shall be provided to the Division monthly for a minimum of the first six months of the probationary period After the first six months, if Respondent has been compliant in submitting these attendance cards and attending meetings, the attendance cards will be required to be submitted on a quarterly basis

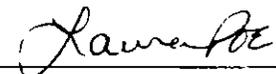
- g attend a 12-step program, have a sponsor, work the 12-step program and submit attendance cards to the Division documenting her participation. The frequency of participation shall be a minimum of two times a month unless otherwise required by the Board. For a minimum of the first six months of the probationary period, the 12-step program documentation cards are due monthly. After the first six months, if Respondent has been compliant in submitting these attendance cards and attending meetings, the attendance cards will be required to be submitted on a quarterly basis.
- h submit a self-assessment report on a form prescribed by the Division. For a minimum of the first six months of the probationary period, the self-assessment reports are due monthly. After the first six months, if Respondent has been compliant in submitting these reports, then the self-assessment report will be required to be submitted on a quarterly basis.
- i should Respondent test positive for alcohol or any mood altering drug or controlled substance which cannot be accounted for by an administration or prescription by a practitioner for a current medical condition, or should Respondent violate any federal, state or local law relating to her practice, controlled substances or rule or term of this Agreement, it will be considered a violation of this Memorandum of Understanding.
- j meet with the Board within thirty (30) days of the signing of this Memorandum of Understanding and annually or at such other greater or lesser frequency as the Division may direct. Respondent agrees to meet with an assigned staff member prior to the first Board meeting for the purposes of education regarding this memorandum.
- k notify the Board in writing within one (1) week of any change of employer, employment status, or practice status. This is required regardless of whether Respondent is employed in her profession.
- l in the event Respondent should leave the State for a period longer than sixty (60) days, Respondent shall notify the Division and Board in writing of the dates of departure and return. The licensing authorities of the jurisdiction to which Respondent moves must be promptly notified of the provisions of this Memorandum of Understanding. Periods of residency or practice outside this State may apply to the reduction of the memorandum period, if the new state of residency places equal or greater conditions upon the Respondent.
- m should Respondent be arrested or charged with a criminal offense by any law enforcement agency for any reason or should Respondent be admitted as a patient to any institution in this state or elsewhere for treatment regarding the abuse of or dependence on any chemical substance, or for treatment for any emotional or psychological disorder, Respondent agrees to cause the Division and Board to be notified immediately. If Respondent at any time during this probation period is convicted of a criminal offense, including any conviction based on a pending criminal

- charge, it is considered a violation of this Memorandum of Understanding
- n maintain a current license at all times during the period of this memorandum
 - o immediately notify the Division, in writing, of any changes of address
 - p in the event she should not practice as a nurse for a period of 60 days or longer, shall notify the board in writing of the date she ceased practicing. That period of time which dates from the last day of the immediately previous position until the first day of the next position, shall not be counted toward the time period of the Memorandum of Understanding. It shall be within the discretion of the Board to modify this requirement if Respondent satisfies to the Board that compliance in her case is impractical or unduly burdensome. Respondent must work at least sixteen (16) hours per week and no more than forty-eight (48) hours per week.
 - q notify any employer of her restricted status and the terms of this agreement. Respondent shall further cause her employer to submit performance evaluations to the Board. For a minimum of the first six months of the probationary period, the employer reports are due monthly. After the first six months, if Respondent has been compliant in submitting these reports, the reports will be required to be submitted on a quarterly basis. The receipt of an unfavorable report may be considered to be a violation of probation. If Respondent is not employed as a nurse, the Respondent shall submit the employer report form on the date it is due and indicate on that form that current employment is not in nursing or that she is not currently working.
 - r provide to her employer(s) and/or School of Nursing a copy of this Order and cause each employer to acknowledge to the Board in writing, that a copy of the Order has been provided to the employer.
 - s not work for a nursing registry, traveling nurse agency, nursing float pool, home health agency, temporary employment agency, school nursing, or any other practice setting in which nursing supervision is unavailable.
 - t practice only under the on-site supervision of a registered nurse in good standing with the Division or a licensed physician in good standing with the Division. The supervising nurse or physician shall be primarily one (1) person who may periodically delegate to other qualified personnel.
 - u not practice nursing in any other Nursing Regulation Interstate Compact party state without prior authorization from such other party state.
 - 5 Respondent agrees to abide by all applicable federal and state laws, regulations, rules or orders related to her practice as a licensed practical nurse.

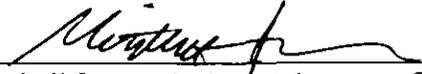
- 6 Respondent understands that the issuance of a license pursuant to this Memorandum of Understanding is a partial denial of licensure, and she waives the right to administrative review
- 7 Respondent acknowledges that this Memorandum of Understanding, if adopted by the Director of the Division, will be classified as a public document and constitutes a Division order pursuant to Section 58-1-501(2)(a), Utah Code Annotated
- 8 If Respondent successfully completes the terms of this Memorandum of Understanding, the conditions on her license to practice as a licensed practical nurse will be lifted and her license will not be subject to further restriction
- 9 Respondent understands that any violation of the terms of this Memorandum of Understanding constitutes the basis for initiation of disciplinary action
- 10 Respondent agrees to complete all terms in a timely manner. If a time period for completion of a term or condition of probation is not specifically outlined in this Memorandum, Respondent agrees that it shall be set by the Board. Failure to complete a condition in a timely manner shall constitute a violation of this Memorandum of Understanding and may subject Respondent to revocation or sanctions
- 11 This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties. There are no verbal agreements that modify, interpret, construe or affect this Agreement.



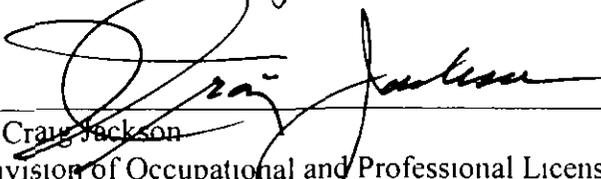
Leslie Bennett Date 1/11/05



Laura Poe, Bureau Manager Date 1/13/05
Division of Occupational and Professional Licensing



L. Mitchell Jones, Assistant Attorney General Date 01/13/05



J. Craig Jackson Date 1/13/05
Division of Occupational and Professional Licensing