

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
PETER S. ULUAVE
TO PRACTICE AS A
REGISTERED NURSE
IN THE STATE OF UTAH

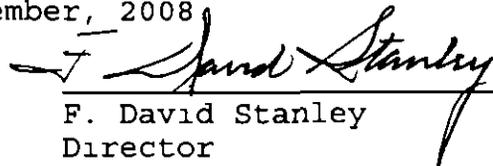
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ORDER REINSTATING LICENSE
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: Case No. DOPL-2006-191
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BY THE DIVISION:

Respondent has satisfied the terms and conditions as set forth in the Division's Memorandum of Understanding and Order, dated September 14, 2006, in the above-referenced case number.

IT IS HEREBY ORDERED the probation on the license of PETER S. ULUAVE to practice as a registered nurse is terminated and said license be reinstated with full privileges effective the date of this Order.

Dated this 16 day of September, 2008.



F. David Stanley
Director

S E A L

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

IN THE MATTER OF THE ISSUANCE OF) **MEMORANDUM OF**
A PROBATIONARY LICENSE TO PETER) **UNDERSTANDING AND ORDER**
ULUAVE TO PRACTICE AS A REGISTERED)
NURSE IN THE STATE OF UTAH) **CASE NO. DOPL 2006- 191**

DOPL FM 007 REV 1 25 05

Peter Ulave ("Respondent") submitted an application for re-licensure as a registered nurse (RN) on or about December 5, 2005 with all requested information submitted on or about June 20, 2006. On the Qualifying Questionnaire Respondent answered "yes" to questions #3, #4, #9, #24, #26, and #28. In case no DOPL-2003-158, Respondent agreed, without admitting or denying any allegations, the Division may find that he exceeded his scope of practice as a RN when he administered medications (IV) to his wife without a physician's order to do so. Respondent agreed to surrender his license as a RN with an understanding that the Division is found that the action referenced above constituted unlawful and/or unprofessional conduct. In criminal case no 041401904, on or about November 3, 2005, Respondent plead guilty to "attempted unlawful/unprofessional conduct" a Class A misdemeanor, and "theft by receiving stolen property" a Class B Misdemeanor. A psychological evaluation from a Division approved evaluator found the Respondent to appear to be "psychologically capable of safely and ethically functioning as a professional nurse"

Based upon Respondent's significant criminal history, Respondent and Division, as evidenced by their signatures on this Memorandum of Understanding and Order, agree that Respondent shall be issued a probationary license to practice as a registered nurse valid in Utah only, subject to terms and conditions, which shall be in effect for a period of three years commencing upon the date this Memorandum of Understanding and Order is approved by the Division Director as evidenced by his signature

- 1 Respondent admits the jurisdiction of the Division over Respondent and over the subject matter of this action
- 2 Respondent acknowledges that Respondent enters into this Memorandum of Understanding and Order knowingly and voluntarily, and other than what is contained in this Memorandum of Understanding and Order, no promise or threat whatsoever has been made by the Division, or any member, officer, agent or representative of the Division to induce Respondent to enter into this agreement
- 3 Respondent understands that Respondent has the right to be represented by an attorney in this matter, and the Respondent has either sought the advice of counsel or knowingly waives Respondent's right to counsel in this matter
- 4 Respondent acknowledges that this Memorandum of Understanding and Order, if adopted by the Director of the Division, will be classified as a public document and may be released to other persons and entities
- 5 Respondent shall successfully complete and satisfy the following terms and conditions
 - a Respondent shall meet with the Board within thirty (30) days of the signing of the accompanying Order Respondent shall meet with a Division staff person prior to Respondent's first meeting with the Board to review this agreement For the remainder of the probationary period Respondent shall meet with the Board or with the Division annually or at such other greater or lesser frequency as the Division may direct
 - b All reports and documentation required in this Memorandum of Understanding and Order shall be submitted to the Board on a monthly basis for the first six months of probation If Respondent is in compliance with all terms and conditions of the Order at the end of that time, all reports and documentation shall be submitted on a quarterly basis for the remainder of probation If Respondent is not in compliance with all terms and conditions of the Order by the end of the first six (6) months of probation, all reports and documentation shall be submitted on a monthly basis until Respondent is in compliance with the Order, after which all reports shall be submitted on a quarterly basis
 - c Respondent shall complete and submit to the Board continuing self-assessment reports at the frequency described in subparagraph (b) above The self-assessment reports shall be completed on a form prescribed by the Division

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d Respondent shall participate in all therapy to address unresolved grief and loss issues as well as depression. Respondent shall receive therapy from a Division and Board approved therapist who is not a friend of the Respondent. Respondent shall authorize all approved therapists from whom Respondent has received or will receive treatment to discuss Respondent's diagnosis, treatment, and prognosis with the Division and the Board. The therapist must also be directed to submit evaluations to the Board that address Respondent's progress in treatment and Respondent's prognosis at the frequency described above. Respondent may be subject to re-evaluation upon notice and opportunity to be heard.

e Respondent shall complete Division and Board approved courses in professional and legal issues and professional ethics within the first six months of this Memorandum of Understanding and Order.

f Respondent shall notify any employer and/or school of nursing of Respondent's restricted status and the terms of this agreement. Respondent shall further cause Respondent's employer and/or school of nursing to submit performance evaluations to the Board at the frequency described in subparagraph (b) above. The receipt of an unfavorable report may be considered to be a violation of probation. If Respondent is not employed as a nurse, Respondent shall submit the employer report form on the date it is due and indicate on that form that Respondent's current employment is not in nursing or that Respondent is not currently working.

g Respondent shall provide to Respondent's employer(s) and/or school of nursing a copy of this Memorandum of Understanding and Order and cause each employer or school of nursing to acknowledge to the Board in writing, that a copy of this Memorandum of Understanding and Order has been provided to the employer and/or school of nursing.

h Respondent shall not work for a nursing registry, traveling nurse agency, nursing float pool, home health agency, temporary employment agency, school of nursing, or any other practice setting in which nursing supervision is unavailable.

i Respondent shall 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 supervising physician shall be primarily one person who may periodically delegate his or her supervisory responsibilities over Respondent to other qualified personnel.

j Respondent agrees not to practice nursing in any other state that is a party to the Nurse Licensure Compact without prior authorization from such other party state.

k Respondent shall notify the Board in writing within one (1) week of any change of employer, employment status, or practice status. This notification is required regardless of whether Respondent is employed in Respondent's profession.

l If Respondent leaves the State of Utah for a period longer than sixty (60) days, Respondent shall notify the Division and Board in writing of the dates of Respondent's departure and return. The licensing authorities of the jurisdiction to which Respondent moves shall be notified by Respondent in writing of the provisions of this Memorandum of Understanding and Order. Periods of residency or practice outside the State of Utah may apply to the reduction of the period this Memorandum of Understanding and Order is in effect, if the new state of residency places equal or greater conditions upon the Respondent as those contained in this Memorandum of Understanding and Order.

m If Respondent is arrested or charged with a criminal offense by any law enforcement agency, in any jurisdiction, inside or outside the State of Utah, 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 the period of this agreement is convicted of a criminal offense of any kind, or enters a plea in abeyance to a criminal offense of any kind, including a pending criminal charge, the Division may take appropriate action against Respondent, including imposing appropriate sanctions, after notice and opportunity for hearing. Such sanctions may include revocation or suspension of Respondent's license, or other appropriate sanctions.

n Respondent must maintain a current license at all times during the period of this agreement.

o Respondent shall immediately notify the Division in writing of any change in Respondent's residential or business address.

p In the event Respondent does not practice as a nurse for a period of sixty (60) days or longer, Respondent shall notify the Board in writing of the date Respondent ceased practicing. The period of time in which Respondent does not practice shall not be counted toward the time period of this Memorandum of Understanding and Order. It shall be within the discretion of the Board to modify this requirement if Respondent satisfactorily explains to the Board that compliance in Respondent's case was impractical or unduly burdensome. Respondent must work at least sixteen (16) hours per week and no more than forty-eight (48) hours per week to be considered "practicing" in Respondent's profession.

q Respondent shall complete all terms and conditions of any criminal sanctions, incurred before or during the period of this agreement, including probation or parole. If Respondent has not successfully completed all the terms and conditions of Respondent's criminal probation at the time Respondent's administrative probationary period ends, the period of Respondent's administrative probation shall be extended until all the conditions of Respondent's criminal probation have been successfully completed.

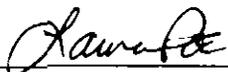
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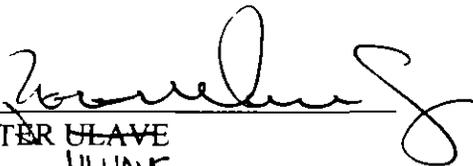
- 6 Respondent agrees to abide by all applicable federal and state laws, regulations, rules or orders related to Respondent's practice as a nurse
- 7 Respondent understands that the issuance of a license pursuant to this Memorandum of Understanding and Order is a partial denial of licensure, and Respondent hereby waives the right to any administrative review of that partial denial of licensure
- 8 If Respondent successfully completes the terms of this Memorandum of Understanding and Order, the conditions on Respondent's license as a registered nurse will be lifted and Respondent's license will not be subject to further restriction
- 9 If Respondent violates any term or condition of this Memorandum of Understanding and Order, the Division may take action against Respondent, including imposing appropriate sanction, in the manner provided by law. Such sanction may include revocation or suspension of Respondent's license, or other appropriate sanction
- 10 The terms and conditions of this Memorandum of Understanding and Order become effective immediately upon the approval of this Memorandum of Understanding and signing of the Order by the Division Director. Respondent must comply with all the terms and conditions of this Memorandum of Understanding and Order immediately after the Division Director signs the Order page of this Memorandum of Understanding and Order. The Respondent shall complete all the terms and conditions contained in the Memorandum of Understanding and Order in a timely manner. If a time period for completion of a term or condition is not specifically set forth in this Memorandum of Understanding and Order, Respondent agrees that the time period for completion of that term or condition shall be set by the Board. Failure to complete a term or condition in a timely manner shall constitute a violation of the Memorandum of Understanding and Order and may subject Respondent to revocation or other 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 Memorandum of Understanding and Order

12 Respondent has read each and every paragraph contained in this Memorandum of Understanding and Order. The Respondent understands each and every paragraph contained in this Memorandum of Understanding and Order. The Respondent has no questions about any paragraph or provision contained in this Memorandum of Understanding and Order.

DIVISION OF OCCUPATIONAL &
PROFESSIONAL LICENSING

RESPONDENT

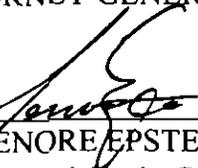
BY 
LAURA POE
Bureau Manager

BY 
PETER ULA VE
ULAVE

DATE 9-14-06

DATE 9/7/06

MARK L SHURTLEFF
ATTORNEY GENERAL

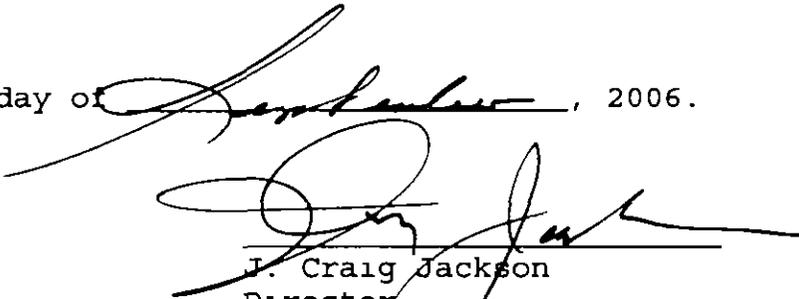
BY 
LENORE EPSTEIN
Counsel for the Division

DATE 8/23/06

ORDER

The Memorandum of Understanding above, in the matter of the license of PETER ULUAVE which is approved by the Division of Occupational and Professional Licensing, constitutes my Findings of Fact and Conclusions of Law in the matter. The terms and conditions of the Stipulation are incorporated herein and constitute my final Order in this case.

Dated this 14th day of September, 2006.



J. Craig Jackson
Director
Division of Occupational
and Professional
Licensing