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DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
MARK STEINAGEL, DIRECTOR
DEPARTMENT OF COMMERCE
P.O. BOX 146741
160 EAST 300 SOUTH
SALT LAKE CITY, UTAH 84114-6711
Telephone (801) 530-6628

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
SHELLIE ELIZABETH BEZZANT TO
PRACTICE AS A **REGISTERED NURSE**
IN THE STATE OF UTAH

ORDER ON MOTION FOR DEFAULT
CASE NO. D-651 and Case No. DOPL-2012-399

BY THE DIRECTOR:

Mark Steinagel, Director of the Division of Occupational and Professional Licensing, has reviewed the presiding officer's September 21, 2012 recommended order on motion for default and hereby adopts the recommendation in its entirety

ORDER

Respondent's diversion agreement is terminated. Respondent's license to practice as a registered nurse in the State of Utah is suspended, the suspension is immediately stayed, and Respondent's license is placed on probation according to the same terms and conditions as those that comprised the diversion agreement Respondent signed on or about November 24, 2009 in this matter.

1
DATED this 21st day of September, 2012.

UTAH DEPARTMENT OF COMMERCE



Mark Steinagel
Director, Division of Occupational and Professional
Licensing

NOTICE OF RIGHT TO ADMINISTRATIVE REVIEW

A request or motion to set a aside this order by default may be filed with the presiding officer and/or with the Director of the Division of Occupational and Professional Licensing pursuant to Utah Code Ann. § 63G-4-209(3)(a) and the Utah Rules of Civil Procedure. If a defaulted party wishes a review of the presiding officer's decision on a motion to set aside a default, Utah Code Ann. § 63G-4-209(3)(c) provides that agency review of the presiding officer's decision on a motion to set aside a default order may be obtained by filing a request for agency review with the Executive Director, Department of Commerce, 160 East 300 South, Box 146701, Salt lake City, Utah 84114-6701, within thirty (30) days after the date of the presiding officer's decision. The agency action in this case was a formal proceeding. The laws and rules governing agency review of this proceeding are found in Title 63G, Chapter 4 of the Utah Code, and Rule 151-4 of the Utah Administrative Code.

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IN THE MATTER OF THE LICENSE OF
SHELLIE ELIZABETH BEZZANT TO
PRACTICE AS A **REGISTERED NURSE**
IN THE STATE OF UTAH

**RECOMMENDED ORDER ON MOTION
FOR DEFAULT**

CASE NO. D-651 and Case No. DOPL-2012-399

BY THE PRESIDING OFFICER:

This adjudicative proceeding was initiated pursuant to an August 16, 2012 notice of agency action and verified petition. A response to the allegations contained in the petition was due within 30 days of the date on which the notice and petition were mailed to Respondent at the mailing address last provided by Respondent to the Division. The notice specified that a failure to comply with the deadline for response would result in the entry of a default order against Respondent without any further notice to her

Respondent failed to file a response by the 30-day deadline as required. As of the date of this order, Respondent still has not filed a response. Therefore, the presiding officer finds that, pursuant to Utah Code § 63G-4-209(1)(c), proper factual and legal bases exist for entering a default order against Respondent.

RECOMMENDED ORDER

Based on the foregoing, the presiding officer recommends that the Director of the Utah Division of Occupational and Professional Licensing (Director) accept the allegations outlined in the Division's verified petition as being true, to wit:

1. That Respondent voluntarily entered into a diversion agreement on or about November 24, 2009 under which Respondent agreed to comply with certain terms;
2. That the term contained in subparagraph 3(g) of the diversion agreement obligated Respondent to provide samples for drug urinalysis as directed by the Division or the contract drug testing company,
3. That Respondent was directed to provide samples for drug urinalysis on the following dates:
 February 22, 2012
 February 27, 2012
 March 7, 2012
 March 29, 102
 April 18, 2012
 April 27, 2012
 May 5, 2012
 May 18, 2012
 June 3, 2012,
 June 18, 2012
 July 12, 2012; and
 August 8, 2012
4. That Respondent failed to provide samples for drug urinalysis as directed,
5. That the term contained in subparagraphs 3(j)(v) and (k)(iv) of the diversion agreement obligated Respondent to attend weekly professional support group meetings and submit records of support group attendance;
6. That Respondent has failed to provide records evidencing her participation in professional support group meetings,

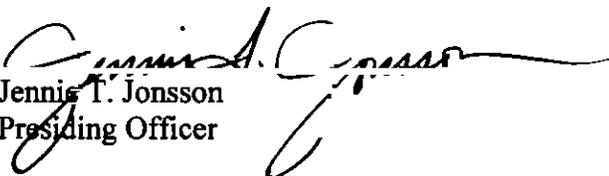
7. That Respondent's failure to provide samples for urinalysis and her failure to evidence participation in professional support group meetings constitute a failure to comply with the diversion agreement; and
8. That Paragraph 11 of the diversion agreement provides that if Respondent fails to comply with the diversion agreement, it may be terminated, resulting in the suspension of Respondent's license with the suspension stayed in favor of an order of probation having the same terms and conditions as those that comprised the original diversion agreement

The presiding officer further recommends that the Director enter a default order against Respondent, suspending her license, staying the suspension, and placing her license on probation according to the same terms and conditions as those that comprised the original diversion agreement

This recommended order shall be effective on the signature date below.

DATED this 21st day of September, 2012

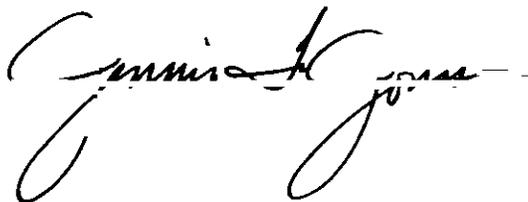
UTAH DEPARTMENT OF COMMERCE


Jennie T. Jonsson
Presiding Officer

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of September 2012, the undersigned personally served a true and correct copy of the foregoing document upon the following:

Mark Steinagel
Director, Division of Occupational and Professional Licensing

A handwritten signature in black ink, appearing to read "Cynthia K. Jones". The signature is written in a cursive style with a horizontal line at the end.

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
Heber M Wells Building
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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 LICENSES OF)
)
SHELLIE BEZZANT, RN)
)
TO PRACTICE AS A) **DIVERSION AGREEMENT**
)
REGISTERED NURSE)
)
IN THE STATE OF UTAH)

This document is a voluntary agreement (“diversion agreement”) between Shellie Bezzant (“Licensee”) and the **DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING** (“Division”) through the Division Director. This diversion agreement has been entered into after consultation by the Division’s Director with the Utah Recovery Assistance Program (“URAP”) Advisory Committee (“Committee”). The Committee and the URAP manager concur with the terms of this Diversion Agreement. This diversion agreement is being entered into in accordance with the provisions of Utah Code Ann. Section 58-1-404.

In consideration of the mutual promises contained in this diversion agreement, the Division and Licensee make the representations set forth below and agree to the following terms and conditions:

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1 Licensee admits having an illness or condition, or having been involved in an incident, related to the misuse of alcohol, controlled substances, prescription medication, or other mood altering substances, which if left unaddressed, represents a potential threat to public health, safety, and/or welfare

2 The Committee has reviewed the circumstances of the Licensee's conduct related to that illness, condition, or incident, and has recommended to the Division Director that the Licensee meets the criteria for referral to and inclusion in the Utah Recovery Assistance Program, a diversion program for licensees ("diversion program") set forth by Division rule

3 Licensee admits that the following facts are true Licensee also agrees that this diversion agreement is premised upon those facts, and that pursuant to Utah Code Ann § 58-1-404(6)(b)(ii) those facts are a binding admission by Licensee in any future proceeding to terminate Licensee's participation in the diversion program and to impose disciplinary sanctions against Licensee, and are a binding admission in any disciplinary proceeding based on unprofessional or unlawful conduct that is not the basis of the diversion agreement

a On or about May 4, 1998 Licensee was first licensed as a Registered Nurse in the State of Utah

b On or about July 14, 2009 Licensee contacted URAP for admission into the Diversion program On July 20, 2009 Investigations referred licensee for admission to the URAP program Licensee admits she illegally obtained Soma from the Internet for about 9 years When her family intervened, she stopped this practice Licensee further admits she then diverted pain medication from her place of employment one to two times per day for about three weeks These drugs were obtained for her own use and abuse

c Licensee has engaged in conduct, including the use of intoxicants, drugs, narcotics, or similar chemicals, to the extent that the conduct does, or might reasonably be considered to, impair the ability of Licensee to safely engage in Licensee's occupation or profession

d Licensee has practiced or attempted to practice Licensee's occupation or profession despite being physically or mentally unfit to do so. Licensee suffers from substance abuse

4 Licensee has been provided with the statute and administrative rules which govern the diversion program, which are attached as Exhibit A Licensee has read Exhibit A and understands what the statute and administrative rules require of a licensee who is accepted into the diversion program Licensee hereby requests acceptance into the diversion program and agrees to be subject to the following terms and conditions

a The term of this diversion agreement shall be for a period of five years from the date the Division Director signs the diversion agreement The term of this diversion agreement may be extended if agreed to by both parties in writing The term of this diversion agreement may be terminated before five years by mutual agreement of the parties or if Licensee's participation in the diversion program is terminated involuntarily by the Division pursuant to the procedures set forth in Utah Code Ann § 58-1-404

b Licensee shall abstain completely from the personal use and possession of all mood-altering substances, alcohol, controlled substances, illicit drugs, and prescription drugs, unless the Licensee has a current (issued within the last 45 days) lawfully obtained prescription issued by a licensed prescribing practitioner, to treat a current bona fide physical or mental condition, and the prescription drugs are taken in accordance with the prescription.

c Licensee shall provide the Division with a copy of all prescriptions for controlled substance and mood-altering drugs written for Licensee within 72 hours after the prescription is filled Any drugs or medications consumed by the Licensee shall have been prescribed for a current illness or condition. The drugs shall be immediately discarded when the condition has been successfully treated

d Licensee shall follow all manufacturer and/or practitioner instructions in the use of over-the-counter medications or other products Over-the-counter medications and other products, including hand lotions, perfumes, and any other products containing alcohol shall be avoided unless specifically permitted by the Committee

e Licensee shall consult with only one physician and fill prescriptions at only one pharmacy Emergency prescriptions must be documented by the prescribing practitioner involved in their emergency care and such documentation must be forwarded to the Committee within seven days of administration or filling. Any referral practitioners prescribing mood-altering substances must document the reason and Licensee shall forward such documentation to the Committee within seven days of filling All prescribing practitioners shall be immediately informed of Licensee's addiction/abuse problem Licensee shall immediately provide written verification to the Division that Licensee has successfully completed this requirement. Licensee shall not obtain the same or equivalent prescription drug from more than one prescribing practitioner

f Licensee shall not write, fill or otherwise order or unlawfully obtain controlled substances or mood-altering substances of any kind for themselves or their immediate family members Licensee shall not unlawfully sell, purchase, distribute, manufacture, prescribe, administer, or otherwise engage in any unlawful conduct with respect to controlled substances or other mood-altering substances

g Licensee shall provide samples (urine, blood, saliva, hair, or any other type of sample requested) for drug analysis upon the request of the Division, to be conducted by any company with which the Division has contracted to conduct drug testing. The designated company may also request such samples and Respondent shall comply with such requests The Division or testing company shall determine when, where, and in what manner Licensee is to provide a sample for testing Licensee 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 Any report from a drug testing company that indicates that Licensee failed to provide a sample for drug analysis as directed will be considered a positive drug test result for Licensee. Any drug test result or pattern of results that indicates that the sample provided by Licensee for drug analysis is diluted to an extent that it cannot be analyzed, will be considered a positive drug test result for Licensee Licensee shall immediately provide a sample for drug urinalysis any time Licensee's integrity or sobriety is questioned in their professional environment

h Failure to pay all costs and fees associated with this diversion agreement (including costs of treatment, counseling, and drug analysis) constitutes a violation of this diversion agreement

i Licensee shall meet with the Committee or a designated member of the Committee monthly for the first three months, and then quarterly, or as otherwise directed by the Committee, the URAP Manager, or URAP staff.

j Licensee shall successfully complete the following course of evaluation and treatment as part of Licensee's rehabilitation

i Licensee shall have successfully completed a professional evaluation from a URAP-approved rehabilitation center prior to signing this diversion agreement

ii Licensee shall successfully complete any psychiatric, psychological and physical evaluation either recommended by the rehabilitation center evaluator or directed by the Division or Committee any time during the term of this diversion agreement

iii Licensee shall successfully complete a drug rehabilitation program as set forth in the rehabilitation center's evaluation

iv Licensee shall attend one aftercare meeting per week for two years Licensee shall also successfully complete all aspects of any aftercare plan recommended by the rehabilitation center's evaluation

- v Licensee shall attend Professionals in Recovery or NANSAs professional support group meetings weekly for the duration of Licensee's participation in the diversion program
- vi Licensee shall obtain a sponsor in the twelve-step community and attend a twelve-step meeting (AA/NA/CA) at least one time per week for the duration of Licensee's participation in the diversion program
- k Licensee shall ensure that the following reports are submitted to the Committee at the frequency indicated as follows.
 - i Quarterly reports from Licensee's immediate work supervisor, practice manager, or peer monitor at all locations Licensee is employed or practices
 - ii Monthly reports from any aftercare counselor
 - iii Quarterly reports from any personal counselors consulted during the quarter.
 - iv Records of support group attendance at each interview with the Committee
 - v Reports from pain clinics or physicians as requested by the Committee
 - vi An initial report from any Employee Assistance Program (EAP) Licensee is involved with outlining the types of services that will be provided by the EAP, along with any additional reports the Committee may request
- l Licensee shall have no access to, or accountability for, controlled substances at any workplace. If in the future this requirement is waived by the Division pursuant to Paragraph 20 below, Licensee's access to controlled substances shall be contingent upon continued compliance with this diversion agreement and may be withdrawn at any time by the Division for violations
- m Licensee shall successfully complete the University of Utah's School on Alcoholism and Other Drug Dependencies (week-long drug school) within two years of the effective date of this diversion agreement
- n Licensee shall immediately notify the Division of all change in employment
- p If Licensee is a nurse, Licensee may not work for a nursing registry, travel nurse agency, nursing float pool, home health agency, temporary employment agency, or any other practice setting in which nursing supervision is not available without prior approval from the Committee
- q If Licensee 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

Licensee 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, Licensee agrees to cause the Division and Committee to be notified immediately. If Licensee 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, or enters into a diversion agreement regarding a criminal offense of any kind, including a pending criminal charge, it shall be considered a violation of this diversion agreement and the Division may seek to terminate this diversion agreement pursuant to Utah Code Ann § 58-1-404

r Licensee shall abide by and comply with all applicable federal and state laws, regulations, rules and orders related to the Licensee's licensed practice

s Licensee shall continue to comply with all the terms and conditions of this diversion agreement while residing and/or practicing outside the State of Utah unless Licensee enters into an identical or more stringent agreement with the gaining licensing authority or Licensee surrenders Licensee's Utah license(s) pursuant to a disciplinary surrender agreement. Licensee shall immediately notify the Division if Licensee enters into any other type of agreement, including diversion agreement, with any other state licensing authority. Licensee shall immediately provide the Division with a copy of any agreement Respondent enters into with any other state licensing authority. Nurses shall not practice nursing in any other Nurse Licensure Compact party state without prior authorization from the State of Utah and the party state. Licensee shall immediately notify the Division and Committee in writing of all dates of Licensee's departure and return from the State to Utah when Licensee leaves to reside and/or practice outside the State of Utah. The duration of this diversion agreement shall be tolled during any time period Licensee resides and/or practices outside the State of Utah for 30 consecutive days or longer, unless otherwise specified by the Division. If Licensee resides and/or practices outside of the State of Utah during the term of this diversion agreement for 30 consecutive days or longer, Licensee authorizes the Committee or Division to provide a copy of this diversion agreement to the gaining licensing state.

t Licensee shall provide Licensee's primary prescribing practitioner and Licensee's primary health care provider with a copy of this diversion agreement. Licensee shall immediately provide written verification to the Division that this requirement has been successfully completed. Licensee shall request that all prescribing practitioners not prescribe nor administer any mood-altering or potentially addicting drugs to Licensee unless there is no reasonable medical alternative. Pursuant to the release set forth in paragraph 18 below, Licensee gives permission to all physicians and healthcare providers to release any information about Licensee to the Committee and the Division, and to contact URAP staff if there is any concern regarding the actual or suspected use of mood altering substances by Licensee or the violation of any other condition of this Agreement by Licensee.

u Licensee shall maintain current Utah licensure at all times during the period of this diversion agreement

v Licensee shall immediately notify the Division, in writing, of any changes of Licensee's residential address or telephone number

x Licensee shall provide a copy of this diversion agreement to Licensee's supervisor, practice manager, and peer monitor Licensee shall immediately provide written verification to the Division that this requirement has been successfully completed By the release set forth in paragraph 18, Licensee gives permission to Licensee's supervisor, practice manager, and peer monitor to contact URAP staff if they have any concerns regarding Licensee's use of mood altering substances or the violation of any condition in this diversion agreement

y Licensee agrees to inform Licensee's spouse or significant other, of the conditions set forth in this diversion agreement By the release set forth in paragraph 18 below, Licensee gives permission for Licensee's spouse or significant other to contact URAP staff if they have any concerns regarding Licensee's use of mood altering substances or the violation of any condition in this diversion agreement

z Licensee consents to having Licensee's photograph taken for administrative and identification purposes

5 Licensee admits the jurisdiction of the Division over Licensee and over the subject matter of this diversion agreement, and agrees Licensee is subject to the procedures and remedies set forth in Utah Code Ann Section 58-1-404.

6 Licensee acknowledges that Licensee enters into this diversion agreement voluntarily, and other than what is contained in this diversion agreement, no promise or threat whatsoever has been made by the Division, or any member, officer, agent or representative of the Division, URAP, or the Committee to induce Licensee to enter into this diversion agreement

7 Licensee acknowledges that Licensee has been informed of the right to be represented by counsel in negotiating this diversion agreement Licensee's signature below signifies that Licensee has either consulted with an attorney or Licensee waives Licensee's right to counsel in this matter.

8 Licensee understands that if Licensee does not enter into this diversion agreement, the Division may commence an adjudicative proceeding and schedule a hearing before a licensing

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Board (hereinafter referred to as "Board") pursuant to Utah Code Annotated Section 58-1-108 and Utah Code Ann Title 63G, Chapter 4, Administrative Procedures Act, at which time Licensee may present evidence on Licensee's own behalf, call witnesses, and confront adverse witnesses.

Licensee understands that by signing this document Licensee hereby knowingly and intelligently waives the right to a hearing, the right to present evidence on Licensee's own behalf, the right to call witnesses, the right to confront adverse witnesses, and any other rights to which Licensee may be entitled in connection with said hearing

9 Licensee understands that once all parties have signed this diversion agreement, the Division shall suspend action to discipline Licensee's license(s) for the conduct described in paragraph 3 above

10 Licensee understands that, pursuant to Utah Code Ann § 58-1-404(6)(c), if the licensee makes an intentional material misrepresentation of fact in the stipulation of facts contained in paragraph 2 this diversion agreement, the director shall initiate the procedures set forth in Utah Code Ann Section 58-1-404(13) to terminate this diversion agreement and issue an order of license revocation

11 Licensee understands that, pursuant to Utah Code Ann § 58-1-404(6)(d)(i), if the licensee fails to comply with any of the terms and conditions of this diversion agreement, the Division Director shall initiate the procedures set forth in Utah Code Ann Section 58-1-404(14) to terminate this diversion agreement and issue an order of license suspension, which shall be stayed in favor of an order of probation having the same terms and conditions as those which comprised the original unamended diversion agreement

12 Licensee understands that pursuant to Utah Code Ann § 58-1-404(8), upon Licensee's successful completion of this diversion agreement

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a The Division Director shall dismiss any charges under the Director's jurisdiction of unprofessional or unlawful conduct that were filed against the licensee;

b The Division may not thereafter subject the licensee to disciplinary action for the conduct which formed the basis of the completed diversion agreement; and

c Neither the execution of this diversion agreement nor the dismissal of any filed charges constitutes disciplinary action, nor report of either may be made to disciplinary databases.

13 Licensee understands, pursuant to Utah Code Ann § 58-1-404(9), that

a acceptance of Licensee into the diversion program does not preclude the Division from investigating or continuing to investigate Licensee for any unlawful or unprofessional conduct committed before, during, or after participation in the diversion program;

b. acceptance of Licensee into the diversion program does not preclude the Division from taking disciplinary action or continuing to take disciplinary action against Licensee for unlawful or unprofessional conduct committed before, during or after participation in the diversion program, except for that conduct which formed the basis for this diversion agreement;

c if Licensee is terminated from the diversion program for failure to comply with this diversion agreement then Licensee is subject to disciplinary action by the Division for acts committed before, during and after participation in the diversion program, including violations identified in this diversion agreement

14 Licensee understands that, pursuant to Utah Code Ann § 58-1-404(11), the Division may consider the completion of a diversion program and the contents of the diversion agreement in determining the appropriate disciplinary sanction, if the licensee is charged in the future with the same or similar conduct.

15 Licensee understands that the classification, retention, and disclosure of records relating to licensee's participation in the diversion program is governed by Utah Code Title 63G, Chapter 2, the Government Records Access and Management Act (GRAMA) and the Division's own classification schedule, except that pursuant to Utah Code Ann Section 58-1-404(10), any provision in this diversion agreement which addresses access to or release of diversion records regarding the licensee shall govern the access to and release of those records

16 Licensee acknowledges that this diversion agreement becomes effective upon signature of the Licensee and the Director of the Division Licensee further acknowledges that the Director of the Division is not required to approve the terms of this diversion agreement and that if this diversion agreement is not approved by the Director, it is null and void and without any force or effect whatsoever, including, but not limited to, the fact that it will not and cannot be used against Licensee in any proceeding against Licensee or used as any type of admission by Licensee of wrongdoing If this diversion agreement is not approved by the Director, and the conduct on which this diversion agreement is premised is or becomes the subject of allegations in a disciplinary proceeding by the Division against the licensee, the licensee waives any claim of bias or prejudice which the licensee might otherwise have by virtue of the Director having reviewed this diversion agreement, and this waiver shall survive any such nullification of this diversion agreement

17 Licensee understands that, pursuant to Utah Code Ann. § 58-1-404(4)(d), the Division Director's decision not to divert a licensee is not subject to appeal or judicial review

18 Licensee hereby agrees to consent to the release of all of Licensee's drug and alcohol treatment records pursuant to 42 United States Code § 290dd-2 Licensee has filled out, signed, and dated the Consent for Release of Alcohol and Drug Treatment Records form, which is incorporated by reference to this diversion agreement and attached hereto as Exhibit B Licensee authorizes the Division to release Exhibit B to any drug or alcohol treatment program with which Licensee may be involved If Licensee revokes consent for release of any drug and alcohol treatment records to the Division, such revocation will be considered a violation of this diversion agreement, and the Division may take action set forth in Utah Code Ann. § 58-1-404(14) to terminate this diversion agreement Licensee authorizes a release of information between the individuals and/or entities set-

out in the above paragraphs of this diversion agreement and the Division for the purposes of ascertaining the Licensee's progress, or lack of progress in the diversion program, including the discussion of specific events which have, or may have occurred in the past, as well as those events that may occur in the future which might have import regarding the Licensee's ability to practice Licensee's profession with reasonable safety and ability. If Licensee requests that the Division provide reports to a particular individual or entity regarding Licensee's compliance with the terms and conditions of this diversion agreement, Licensee also specifically authorizes URAP personnel to notify any such individuals and entities or of Licensee's non-compliance with the terms and conditions of this diversion agreement.

19 This diversion agreement and any exhibits, attachments or amendments hereto constitute 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, which modify, interpret, construe or affect this diversion agreement.

20 The Division may unilaterally, or upon request of Licensee, waive any requirement imposed upon Licensee by this diversion agreement that the Division does not consider necessary to protect the public or assist in the rehabilitation of Licensee. Such waiver shall become effective upon the Division sending written notice thereof to Licensee. The decision as to whether to waive such a requirement shall be left to the sole discretion of the Division and shall not be subject to agency review, agency reconsideration, or judicial review.

21 Licensee has read each and every paragraph contained in this diversion agreement. Licensee understands each and every paragraph contained in this diversion agreement. Licensee has no questions about any paragraph or provision contained in this diversion agreement. Licensee is not under the influence of drugs or alcohol and understands what Licensee is signing.

**DIVISION OF OCCUPATIONAL
AND PROFESSIONAL LICENSING**



Mark B Steinagel
Division Director

DATE *Nov 30, 2009*

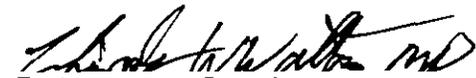
LICENSEE



DATE *11/24/09*

I concur with the foregoing diversion agreement

URAP MANAGER



CHARLES WALTON, M D

DATE *11/25/09*