

Louisiana State Board of Nursing

17373 Perkins Road

Baton Rouge, LA 70810

Telephone: (225) 755-7500 Fax: (225) 755-7583

<http://www.lsbn.state.la.us>

PROGRAM AGREEMENT

THIS AGREEMENT is made and executed by the below-identified and undersigned registered nurse, registered nurse applicant, or registered nurse student (the "Participant") with the Recovering Nurse Program (the "Program") of the Louisiana State Board of Nursing (the "Board").

Recitals

(a) The Recovering Nurse Program (the "Program") is a program established by the Louisiana State Board of Nursing (the "Board") to identify and assist nurses registered and licensed by the Board whose capacity to practice nursing with reasonable skill and safety to patients has been, or may potentially be, compromised by alcohol or substance abuse or other physical or mental conditions (other physical or mental conditions will require an individual agreement); to enlist the voluntary participation of such nurses in effective rehabilitative medical treatment and ongoing aftercare and monitoring; and to allow for the deferral of formal investigation and administrative prosecution of such nurses under the Louisiana Nursing Practice Law, La. Rev. Stat. 37:911-933.

(b) The Program has reasonable cause to believe that the Participant is or may be suffering from chemical dependency or abuse of alcohol and/or other mood-altering substances, that such dependency or abuse has compromised or may potentially compromise the Participant's capacity to practice nursing with reasonable skill and safety to patients, but that the condition, if any, from which the participant suffers may be susceptible to effective rehabilitative treatment.

(c) The Participant has admitted to being chemically dependent and has agreed to submit to medical and/or psychiatric evaluation as approved by the Program and, if such evaluation confirms a diagnosis of chemical dependency, substance abuse, or other condition which may impair the Participant's capacity to practice nursing with reasonable skill and safety to patients, to voluntarily submit to a course of treatment and to participate in the Program in accordance with the understandings, terms and conditions expressed in this Agreement.

(d) The Participant has been advised of the provisions of the Louisiana Nursing Practice Law, La. Rev. Stat. 37:911-933 and rules and regulations of the Board relative to the sanctions which may be imposed by the Board upon a finding of impairment, and of the participant's rights, pursuant to the Administrative Procedure Act, La. Rev. Stat. 49:950-965, to written notice of allegations and charges, evidentiary hearing on such charges, to be represented therein by an attorney at law of the participant's choosing, and to a decision rendered upon written findings of fact and conclusions of law.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter expressed, the Participant and the Program hereby covenant, stipulate and agree as follows:

Part 1--Covenants of the Participant

I, _____, voluntarily agree to sign this agreement with the Recovering Nurse Program for the purpose of avoiding formal administrative proceedings with the Louisiana State Board of Nursing.

I freely, knowingly and voluntarily enter into this agreement. I understand that I have a right to a hearing in this matter and I freely waive that right. I understand that I have a right to legal counsel prior to entering into this agreement.

I admit that I am chemically dependent and request admission into the Recovering Nurse Program of the Louisiana State Board of Nursing. I recognize that I am habitually intemperate or addicted to the use of alcohol or habit-forming drugs. I further agree that the Louisiana State Board of Nursing has jurisdiction of this matter pursuant to L.R.S. 37:911 et seq and that this is a violation of the provisions of L.R.S. 37:921. To allow for deferral of formal investigation and administrative prosecution and sanctions, I desire to participate in the Recovering Nurse Program (RNP) and hereby agree to comply with all stipulations of the program as outlined in this Program Agreement.

1.1 Medical Evaluation. Participant will, at Participant's expense, within seven days of the date of this Agreement, or as otherwise specified in the Specifications annexed hereto and incorporated herein as Appendix A (the "Program Specifications"), enter into an inpatient treatment facility (the "Primary Treatment Facility") approved by the Program, as designated in the Program Specifications, for inpatient assessment and diagnostic evaluation.

1.2 Initial Primary Treatment. (Defined as the initial treatment following the evaluation, whether it is inpatient, partial, outpatient or residential). If, upon such medical evaluation Participant is diagnosed to be suffering from chemical dependency, substance abuse, or other condition which may impair the Participant's capacity to practice nursing with reasonable skill and safety to patients, Participant will immediately submit to such inpatient evaluation and treatment and/or continuing outpatient treatment and aftercare thereafter as may be prescribed or recommended by addictionologist and treatment team at the Primary Treatment Facility for not less than the treatment period specified in the Treatment Plan. The Board reserves the right to obtain further evaluations from other medical professionals to ensure public safety. Within 48 hours of Participant's discharge from primary treatment, participant shall give telephonic notice of such discharge to the program.

1.3 Continuing Treatment and Aftercare. Shall confirm discharge in writing to the Program within five days of discharge from treatment. Such written notice shall be accompanied by a copy of the discharge treatment plan or contract prescribed or recommended by the treatment program for Participant's continuing outpatient care and aftercare and a designation of the name, address and telephone number of Participant's primary treating healthcare provider for outpatient care and aftercare, which healthcare provider shall be knowledgeable in the treatment of chemical dependency. The terms and conditions of any such treatment plan or contract shall be incorporated into, and deemed incorporated in, the Program Specifications, and any such continuing outpatient care and aftercare program shall continue in effect for not less than one year from the date of Participant's discharge from primary treatment or for such other period as may be specified in the Treatment Plan. The Participant will attend weekly continuing care (aftercare) at the Program-approved treatment center specified in the Treatment Plan. If continuing therapy is recommended, therapist must be approved in advance by Board staff.

1.4 Attendance at AA/NA Meetings. Following discharge from primary inpatient treatment, or concurrent with outpatient treatment, Participant will attend Alcoholics Anonymous ("AA") and/or Narcotics Anonymous ("NA") meetings at such location and at such frequency as specified in the Program Specifications annexed hereto. Attendance at facilitated meeting for professional nurses is required if available within forty (40) miles. Within two weeks of discharge from primary inpatient evaluation treatment, or as specified by treatment team, Participant will give notice to the Program upon obtaining AA and/or NA sponsor(s), which will thereupon be incorporated in the Program Specifications. Participant shall submit monthly verification of Participant's attendance at AA/NA meetings, aftercare and facilitated meetings. The cost of attending group is the responsibility of the Participant.

1.5 Urine and Drug Screens. Participant agrees that, during the term of this Agreement, Participant shall be subject and shall voluntarily submit to random and observed drug screens, inclusive of bodily fluids, breath analysis, hair analysis, or any other procedure as may be directed by the Program and/or employer. If selected for a screen, failure to provide sufficient specimen (bodily fluids, hair, nails etc.) for analysis or failure to test may be considered a positive screen. Random drug screens will be at least 24 times a year for the first year following inpatient treatment or signing of agreement. Thereafter, Participant may request to be evaluated for possible monthly testing. It is the participant responsibility to assure that lab personnel observe all urine specimen collections. If urine specimen collection is not observed the results are invalid. The Participant agrees to call the toll free number or check the testing notification via computer daily. Compliance with checking daily is monitored and failure to check may result in additional screens. It is the Participant's responsibility to maintain a current account with testing administrator. If a Participant misses a test due to a suspended account or fails to test on the day of notification it will be considered a positive screen and appropriate action will be taken including but not limited to, further evaluation, additional testing, and suspension of license. The results of any such testing will be reported directly to the Program. Any and all such testing shall be performed at Participant's expense.

1.6 Employment; Employer's Agreement. The Participant will not return to professional employment, on a full-time or part-time basis, until and unless Participant's addictionologist at the Primary Treatment Facility advises Participant and the Program in writing that, in their professional opinion, the Participant's prognosis for continued recovery is good and that Participant is capable of practicing nursing with reasonable skill and safety to patients. Participant must have approval from Program and all employment process must be completed **prior** to returning to work. Before accepting or engaging in professional employment of any kind, whether as an employee or independent contractor and whether on a full-time or part-time basis, the Participant will enter into an agreement with each and any such employer or contractor, in the form and substance prescribed by the Program and incorporated in the Program. The employer's agreement must be completed and returned to the RNP office prior to beginning work. Failure to obtain prior approval from the RNP constitutes a violation of this agreement and will result in the automatic suspension of participant's license for a minimum of six (6) months.

The employer's agreement must delineate the terms and conditions of employment relative to administration and documentation of controlled substances, carrying controlled substances keys, permissible times and hours of work, and appropriate restrictions with respect to employment in high-stress areas such as intensive care units and emergency services. During the term of this Agreement, Participant shall not be employed in the provision of home health nursing services or in any other unsupervised setting involving direct patient care.

Participant must be engaged in the active practice of nursing for a minimum of 24 hours per week for a minimum of 12 months prior to release from RNP.

1.7 Information and Reports. During the term of this Agreement, the Participant will authorize, consent to and cause the following information, reports and notices to be given to the Program, or Board staff:

(a) *Consent to Release of Medical Information.* The Participant will execute a written authorization and consent for the disclosure to the Board, the Program and any representatives thereof of the information, records and opinions, and any reports or summaries of the Primary Treatment Facility, Participant's attending healthcare provider and counselors at such facility, Participant's Primary Treating Healthcare Provider/Group, and Participant's Primary Treating Dentist relative to the Participant's diagnosis, course of treatment, prognosis, and fitness and ability to practice nursing with reasonable skill and safety to patients. Such written authorization shall be effective for the duration of this agreement, not to exceed five (5) years.

(b) *Consent to Access Prescription Monitoring Information.* The Participant will execute a written authorization allowing the Board, the Program and any representatives thereof to access prescription monitoring information maintained by the Louisiana Board of Pharmacy through its Prescription Monitoring Program for the purpose of monitoring Participant's compliance with this Agreement and to determine Participant's fitness and ability to practice nursing with reasonable skill and safety to patients. Such written authorization shall be effective for the duration of this agreement, not to exceed five (5) years. The Program may also request Participant to provide to the Program copies of Participant's prescription monitoring information maintained by the Board of Pharmacy.

(c) *Primary Treatment Facility Records.* Within 20 days of discharge from treatment at the Primary Treatment Facility, Participant will authorize and cause such facility and Participant's attending healthcare provider and counselors at such facility to furnish to the Program with a written report on Participant's diagnosis, course of treatment at the facility, prescribed or recommended care and aftercare, and prognosis.

(d) *Primary Treatment Healthcare Records.* Participant agrees to have only one (1) Primary Treating Healthcare Provider/Group during this Agreement and provide the name of such healthcare provider/group to the Program in writing. The need for any specialized care must be coordinated through and acknowledged by Participant's Primary Treating Healthcare Provider/Group, except in a documented emergency. If such specialized care is needed and authorized, Participant must notify the Program within ten (10) days of seeing the specialized healthcare provider/group and must execute a written authorization and consent for disclosure to the Board, the Program and any representatives thereof of the information, records and opinion and any reports or summaries of the specialized healthcare provider/group relative to the Participant's diagnosis, course of treatment, prognosis, and fitness and ability to practice nursing with reasonable skill and safety to patients. Such written authorization shall be effective for the duration of this agreement, not to exceed five (5) years. Participant is likewise responsible to cause any specialized healthcare provider/group to furnish a report to the Program on the same basis and with the same frequency as Participant's Primary Treating Healthcare Provider/Group.

(e) *Primary Treatment Dentist Records.* Participant agrees to have only one (1) Primary Treating Dentist during this Agreement and provide the name of such dentist to the Program in writing. The need for any specialized care must be coordinated through and acknowledged by Participant's Primary Treating Dentist, except in a documented emergency. If such specialized care is needed and authorized, Participant must notify the Program within ten (10) days of seeing the specialized dentist and must execute a written authorization and consent for disclosure to the Board, the Program and any representatives of the information, records and opinion and any reports or summaries of the specialized dentist relative to the Participant's diagnosis, course of treatment, prognosis, and fitness and ability to practice nursing with reasonable skill and safety to patients. Such written authorization shall be effective for the duration of this agreement, not to exceed five (5) years. Participant is likewise responsible to cause any specialized dentist to furnish a report to the Program on the same basis and with the same frequency as Participant's Primary Treating Dentist.

(f) *Contact With, Reports to Program* The Participant shall keep the Program advised of the Participant's current address and employment addresses and telephone numbers, the nature of Participant's employment, and Participant's course of continuing recovery. The Participant shall notify the Program within twenty-four hours of any change in Participant's residence address or employment status or location, and shall furnish written notice of any such change to the Board staff within five days of any such change.

(g) *Contact With, Reports by AA/NA Sponsors.* The Participant will maintain contact with Participant's AA and/or NA sponsor(s) a minimum of once per week.

(h) *Verification of Attendance at AA/NA, Aftercare and Facilitated Meetings* shall be documented on a calendar monthly. Meeting attendance should be verified by the moderator's initials and signed monthly by sponsor. Participant must furnish to the Program copies of such calendars at least once every two months, unless otherwise stated. The reports must be received by the Program no later than ten (10) days after the end of the two month period.

(i) *Counselor Progress Reports.* Participant will authorize and cause Participant's counselor(s) at the aftercare treatment center designated in the Treatment Plan to furnish the Program with written reports on Participant's progress. Participant will cause Participant's counselor(s) to furnish to the Program with written reports at least once every two months, unless otherwise stated. The reports must be received by the Program no later than ten (10) days after the end of the two month period. Such reports shall be submitted for 12 months following Participant's discharge from treatment or for the length of aftercare treatment if more than 12 months.

(j) *Employer Nursing Performance Reports.* Within five days of executing any Employer's Agreement as provided by 1.6 hereof, a fully executed copy thereof shall be provided to the Program. Participant shall thereafter authorize and cause such employer to furnish to the Program with written Employers Nursing Performance Reports at least once every two months, unless otherwise stated. The reports must be received by the Program no later than ten (10) days after the end of the two month period.

(k) *Recovering Nurse Facilitated Groups.* The Participant shall be assigned to a Recovering Nurse Facilitated Group. The Participant will attend the assigned group weekly. The Participant agrees that attendance, general progress in recovery and any question of relapse or unsafe nursing practice will be reported to the Board staff.

(l) Other forms and records deemed necessary by the program to fulfill the program will be forwarded to the program.

1.8 The Participant shall not have any misconduct, criminal convictions, or violations of any health care regulations reported to the Board related to this or any other incidents. Any such misconduct, convictions or violations could result in disciplinary action.

1.9 Maintenance of Abstinence. The Participant shall maintain complete and total abstinence from any and all potentially addictive chemicals whether over-the-counter, scheduled or unscheduled (including but not limited to alcohol, alcohol containing products, marijuana, tranquilizers, sedatives, stimulants, narcotics, opioids including ultram (tramadol), nubain, soporifics, androgenic steroids, or any other addictive drug) except as prescribed for a bona fide medical condition by a healthcare provider who is knowledgeable in, and aware of Participant's treatment for, chemical dependency.

The participant will not be allowed to return to the active practice of nursing while taking opiate replacement therapy.

The Participant agrees to avoid exposure to anything that will cause a urine drug test to be positive. In that regard, Participant shall avoid such items as “hemp oil” “coca tea” and poppy seeds (which can be found in curry sauces, breads, salad dressings, and in or on other foods). Participant agrees to not use ethyl alcohol in any form (including alcohol “free” wine or beer, over-the-counter drugs containing alcohol (cough syrup, Nyquil or other similar OTC drugs or supplements), mouthwash or other hygiene products containing ethanol, foods containing ethanol (desserts, vanilla extract, etc.), communion wine, sanitizing hand or body gels (Purell or other), or any other form of ethyl alcohol). Intentional use of any of these products or medications without a healthcare providers order is a violation of this agreement.

The medication report form should be completed by the healthcare provider for any and all medications prescribed for the participant. The form should be forwarded by the healthcare provider to the Recovering Nurse Program within five (5) days of the prescription. The Recovering Nurse Program reserves the right to have any and all medications reviewed at participant’s expense by a Board recognized addictionologist. If the need for the medication is ongoing, participant agrees to renew verification every 90 days. Prescriptions for narcotics may not be taken on an as needed basis and no prescription over one year should be used for any condition.

If Participant is under the care or supervision of an addictionologist, any and all potentially addictive chemicals whether over-the-counter, scheduled or unscheduled prescribed by Participant’s Primary Healthcare Provider/Group, Participant’s Primary Treating Dentist, or any specialist referred by such health care providers must be approved by Participant’s addictionologist prior to use, except in a documented emergency. The decision of whether Participant may take the potentially addictive chemical lies with the addictionologist and supersedes any recommendation by Participant’s Primary Healthcare Provider/Group or Dentist, or any specialist referred by such providers. However, if Participant is not under the care or supervision of an addictionologist, any and all potentially addictive chemicals whether over-the-counter, scheduled or unscheduled must be approved by the Program prior to use, except in a documented emergency. In such a case the Program reserves the right to have any and all medications reviewed at participant’s expense by a Board recognized addictionologist.

1.10 Participant shall, upon request, meet with the Board staff at the Louisiana State Board of Nursing office.

Part 2--Covenants of the Program.

2.1 Statement of Confidentiality.

By participating in the Recovering Nurse Program, I will be privy to certain confidential information regarding the patients/clients involved in the Program.

Any and all information imparted to me during the time I am in this program, and my knowledge of any person or persons in this program, or any of its components, is STRICTLY CONFIDENTIAL.

The right of privacy, a right of total confidentiality, is protected by law. The re-disclosure of any information pertaining to another patient and/or their treatment may be in direct violation of Federal Regulations (42 CFR Part 2) and may be punishable by fine or imprisonment or both.

I have read the above statements and understanding that I am responsible for maintaining the confidentiality of all persons participating in this program and agree to make no disclosures of their presence or other information obtained.

This Consent is made and given in conformity with and pursuant to 42U.S.C. 290dd-2(b) (1) and former 29033(3)(b)(1) and regulations promulgated thereunder, 42 C.F.R.2.31-33, but is intended to be effective to consent to disclosures authorized herein whether or not the HEALTH CARE PROVIDER is subject to the provisions of 42 C.F.R Part 2.

2.2 Deferral of Formal Proceedings. Provided that the Participant satisfies, abides by and maintains strict compliance with the terms, conditions and provisions of this Agreement, pursuant to authority delegated to the Program by the Board, formal investigation of the Participant's impairment and the institution of formal proceedings for sanctions against the Participant's license as a registered nurse under the Nurse Practice Act will be deferred.

.2.3 Confidentiality. Except as authorized by the participant, in response to inquiry by the nursing licensing authority of another state or by an employer by which the Participant is employed or to which the Participant has applied for employment, or pursuant to the lawful order of a court of competent jurisdiction, the records, files and information of the Program relative to the Participant shall be maintained in confidence and not disclosed to any other person, firm, or entity.

Part 3--General Provisions

.3.1 Effective Date, Term of Agreement. This Agreement shall become and be effective on the date on which it is signed by the Participant, provided that it is subsequently accepted and executed by the Program (the "Effective Date"). This Agreement shall thereafter remain in full force and effect for a minimum of _____ years from the date of discharge from primary treatment.

.3.2 Effect of Breach. In the event of any breach by the Participant of any of the covenants, obligations, terms, conditions or provisions of this Agreement, all files, records and information in the possession of the program relative to the participant shall be referred to Board's Professional Staff for evaluation under the Nurse Practice Act for proceedings and sanctions against the Participant's RN license. Sanctions may include evaluation and/or signing a new program agreement. The Participant agrees to voluntarily surrender his/her license until such time as he/she can appear before the Board or Board Staff for completion of the disciplinary process.

.3.3 Effect of Non-Compliance If participant fails to comply with stipulations of the Recovering Nurse Program, Participant agrees to stop the active practice of nursing until such time as he/she becomes compliant with stipulations of the Program, recommendations from the treatment team and the Board staff. If, within ten days of notice of non-compliance, Participant fails to comply with the stipulations of the Recovering Nurse Program, recommendations of the treatment team and the Board staff, Participant agrees to the summary suspension of his/her license and all files relative to this agreement shall be a public record as provided in L.R.S. 44:4.9.

.3.4 In order to avoid further administrative proceedings, I hereby consent to accept and abide by this agreement.

- a. Immediately sign and adhere to a contract with the Recovering Nurse Program (RNP) for a minimum of _____ years and until discharged by the respective treatment team and Board staff.
- b. Cause to have submitted written documents on a timely basis to verify compliance with monitoring specifications of the Recovering Nurse Program.
- c. Not have any misconduct, criminal violations or convictions, or violations of any health care regulations reported to the Board related to this or any other incident.
- d. If non-compliant with stipulations of the Recovering Nurse Program, Participant shall stop the active practice of nursing until such time as compliant with stipulations of the Program, and recommendations of the treatment team and the Board staff.
- e. Further, failure to comply with stipulations of the Recovering Nurse Program within ten (10) days after written notice of non-compliance shall result in the immediate suspension of this Participant's license.
- f. In the event of a second relapse, license shall be automatically suspended, without notice, for a minimum of 6 months.

I, _____, understand that staff have been authorized by the Board to enter into the above agreement. I further understand that this agreement is effective immediately upon signature of the Executive Director or designee.

Dated: _____

Signature of Participant

Dated: _____

Board Staff

"PARTICIPANT" REGISTERED NURSE

(Type or Print)

Name: _____ Reg. Nurse Lic. No. _____

Home Address: _____
Municipal Address, Street Post Office Box

City/Town State Zip Code

Home Telephone: _____ Cell Phone: _____
(Area Code) Number (Area Code) Number

Work Telephone: _____ Email Address: _____
(Area Code) Number

Social Security Number: _____

**Appendix A
PROGRAM SPECIFICATIONS**

- _____
- Date
1. Shall enter _____ treatment facility for chemical dependency (1.1) on or prior to _____.
 2. Shall follow all treatment, continuing care or aftercare recommendations (1.1-1.7) as prescribed.
 3. Additional Program Specifications will be outlined and delineated following discharge from treatment and prior to re-entry to practice.
 4. Shall refrain from engaging in the practice of nursing for a minimum of 3 months from initiation of primary treatment and/or until cleared by the Program staff in writing. Failure to do so will result in the immediate suspension of license for a minimum of six (6) months.

POST-TREATMENT MONITORING SPECIFICATIONS

- _____
- Date
1. Shall not work nights (11P-7A) or more than 40 hours per week for at least 1 year.
 2. Shall not carry control substance/narcotics keys or administer same for at least _____ after returning to work.
 3. Shall not work in critical care areas (ICU, CCU, ER, RR, etc.) or work as an APRN for at least 1 year.
 4. APRNs shall not have prescriptive authority privileges or be eligible to apply for prescriptive authority for at least 1 year. Must make formal application, have approval by addictionist, no pending criminal charges and Board review prior to reinstatement of prescriptive authority privileges.
 - A. If privileges are reinstated the participant will agree to refrain from prescribing to self or family.
 - B. Shall be eligible to request controlled substances privileges a year after receiving prescriptive authority privileges.
 5. Shall work in a restrictive environment as a member of a treatment team rather than alone or with a few employees. Not be employed in agency/staffing/pool, home health services, or nursing homes. Additionally, not be employed in any unsupervised setting involving direct patient care. APRNs shall notify the collaborating physician of participation in the Recovering Nurse Program.
 6. Shall attend _____ AA/NA meetings/week including Aftercare and RNP as outlined under 1.4 of this agreement. Attendance Verification Calendar forwarded to the Recovering Nurse Program office at least once every two months no later than ten days after the end of the two month period.
 7. Shall insure aftercare reports and all reports outlined under 1.3 are forwarded to the Recovering Nurse Program office at least once every two months no later than ten days after the end of the two month period. Shall have Board Staff approval for therapist prior to engaging in recommended therapy.
 8. Shall submit to random supervised drug screens as described under 1.6 and when there is cause to questions abstinence.
 9. AA/NA sponsor should be willing to write Board Staff and/or group facilitator and give telephone number to same.
 10. _____ will respond as Group Facilitator.
 11. Must have written approval prior to lifting of any restrictions.
 12. Additional: Upon discharge from treatment and prior to approval to return to work, you must meet personally with your case manager at the LSBN office; within 48 hours of discharge please call 225-755-7546.

Board Staff

_____ (Date)

Participant's Signature

_____ (Date)