



Ohio Board of Nursing

www.nursing.ohio.gov

17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

CONSENT AGREEMENT BETWEEN PHILLIP T. BOWES, R.N. APPLICANT AND OHIO BOARD OF NURSING

This Consent Agreement is entered into by and between **PHILLIP T. BOWES, R.N. APPLICANT (MR. BOWES)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(4) *[as in effect prior to March 20, 2013]*, ORC, authorizes the Board to deny a license or otherwise discipline a licensee for a conviction of, a plea of guilty to, a judicial finding of guilt of, a judicial finding of guilt resulting from a plea of no contest to, or a judicial finding of eligibility for intervention in lieu of conviction for, any felony or of any crime involving gross immorality or moral turpitude. Section 4723.28(B)(5) *[as in effect prior to March 20, 2013]*, ORC, authorizes the Board to deny a license or otherwise discipline a licensee for a conviction of, plea of guilty to, a judicial finding of guilt of, a judicial finding of guilt resulting from a plea of no contest to, or a judicial finding of eligibility for intervention in lieu of conviction for, violating any municipal, state, county, or federal drug law. Section 4723.28(B)(8) *[as in effect prior to March 20, 2013]*, ORC, authorizes the Board to deny a license or otherwise discipline a licensee for self-administering or otherwise taking into the body any dangerous drug in any way not in accordance with a legal, valid prescription. Section 4723.28(B)(9) *[as in effect prior to March 20, 2013]*, ORC, authorizes the Board to deny a license or otherwise discipline a licensee for habitual or excessive use of controlled substances, other habit-forming drugs, or alcohol or other chemical substances to an extent that impairs the individual's ability to provide safe nursing care.

- B. In April 2015, **MR. BOWES** submitted to the Board an Application for Licensure by Examination to Practice in Ohio as a Registered Nurse and disclosed having misdemeanor convictions.
- C. **MR. BOWES** knowingly and voluntarily admits that the following occurred, while he was attending nursing school:
- 1) In January 2011, in Franklin County Municipal Court Case No. 2011CRB000245, **MR. BOWES** was convicted of a minor misdemeanor Drug Abuse offense related to his use/possession of Marijuana.
 - 2) In February 2012, Fairfield County Municipal Court Case No. 2011TRC8788, **MR. BOWES** was convicted of a drunk driving offense that stemmed from his underage consumption of alcohol. **MR. BOWES** was placed on probation for a two (2) year period.
 - 3) In his personal statement to the Board, **MR. BOWES** indicated that after his above-noted convictions, **MR. BOWES** took a leave of absence from nursing school to reflect and refocus on his goals. **MR. BOWES** further reported that he had successfully completed chemical dependency treatment and is confident that he can safely practice nursing.
- D. **MR. BOWES** was permitted to take the NCLEX-RN exam, and on or about July 17, 2015, **MR. BOWES** passed the exam.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, **MR. BOWES** knowingly and voluntarily agrees with the Board to the following terms, conditions, and limitations: Upon meeting the requirements for licensure, **MR. BOWES** shall be granted a license to practice nursing as a registered nurse in Ohio and that license shall be suspended indefinitely. Such suspension shall be stayed, subject to the following PROBATIONARY terms, conditions, and limitations *for a minimum period of at least one (1) year:*

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

Criminal Records Check

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

Educational Requirement

4. **Within six (6) months from the effective date of this Consent Agreement, MR. BOWES** shall, in addition to the requirements of licensure renewal, successfully complete and submit satisfactory documentation of successful completion of the following continuing nursing education, or other comparable courses approved in advance by the Board, **taken after the effective date of this Consent Agreement:** three (3) hours of Ohio Nursing Laws and Rules; four (4) hours related to Disciplinary Actions, What Every Nurse Should Know; five (5) hours of Professional Accountability and Legal Liability for Nurses; and ten (10) hours of Substance Use Disorder.

Monitoring

5. **MR. BOWES** shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to her by another so authorized by law and who has received a complete copy of this Consent Agreement prior to prescribing for **MR. BOWES**. **MR. BOWES** shall self-administer the prescribed drugs only in the manner prescribed.
6. **MR. BOWES** shall abstain completely from the use of alcohol and all products containing alcohol, if recommended by a chemical dependency professional, as referenced in Paragraph 8. below.
7. **Within forty-five (45) days of the effective date of this Consent Agreement and continuing throughout the probationary period, MR. BOWES** shall begin submitting, at his expense and on the day selected, breath, hair, blood or urine specimens for drug and/or alcohol analysis at a collection site specified by the Board at such times as the Board may request. Upon and after **MR. BOWES's** initiation of drug screening, refusal to submit such specimen, or failure to submit such specimen on the day he is selected, or in such a manner as the Board may request, shall constitute a violation of a

restriction placed on a license for purposes of Section 4723.28(B), ORC. This screening shall require a daily call-in process. The specimens submitted by **MR. BOWES** shall be negative, except for substances prescribed, administered, or dispensed to him by another so authorized by law who has received a complete copy of this Consent Agreement prior to prescribing for **MR. BOWES**.

8. **Within sixty (60) days following the effective date of this Consent Agreement, MR. BOWES** shall, at his expense, obtain a chemical dependency evaluation by a Board approved chemical dependency professional and shall provide the Board with complete documentation of this evaluation. Prior to the evaluation, **MR. BOWES** shall provide the chemical dependency professional with a copy of this Consent Agreement. Further, **MR. BOWES** shall execute releases to permit the chemical dependency professional to obtain any information deemed appropriate and necessary for the evaluation. The evaluating professional shall submit a written opinion to the Board that includes diagnoses, recommendations for treatment and monitoring, any additional restrictions that should be placed on **MR. BOWES's** license to practice, and a statement as to whether **MR. BOWES** is capable of practicing nursing according to acceptable and prevailing standards of safe nursing care. The evaluating professional shall submit a written opinion to the Board that includes diagnoses, recommendations for treatment and monitoring, any additional restrictions that should be placed on **MR. BOWES's** license, and a statement as to whether **MR. BOWES** should abstain from alcohol as well as whether **MR. BOWES** is capable of practicing nursing according to acceptable and prevailing standards of safe nursing care.
9. **MR. BOWES** shall provide the Board with satisfactory documentation of compliance with all aspects of the treatment plan developed by the chemical dependency professional described above until released. Further, **MR. BOWES** agrees that the Board may utilize the professional's recommendations and conclusions from the evaluation as a basis for additional terms, conditions, and limitations on **MR. BOWES's** license and that the terms, conditions, and limitations may be incorporated in an addendum to this Consent Agreement.

Treating Practitioners and Reporting

10. **Within sixty (60) days of the effective date of this Consent Agreement, MR. BOWES** shall provide a copy of this Consent Agreement to all treating practitioners and shall provide to the Board a list of all treating practitioners, including addresses and telephone numbers. Further, **MR. BOWES** shall be under a continuing duty to provide a copy of this Consent Agreement, prior to initiating treatment, to additional treating practitioners, and to update the list

of treating practitioners with the Board within forty-eight (48) hours of being treated by another practitioner.

11. **MR. BOWES** shall cause all treating practitioners to complete a medication prescription report that is to be mailed by the practitioner directly to the Board. The medication report is to be completed for any and all substances prescribed, administered, or dispensed to **MR. BOWES** throughout the duration of this Consent Agreement.
12. Within twenty-four (24) hours of release from hospitalization or medical treatment, **MR. BOWES** shall notify the Board of any and all medication(s) or prescription(s) received.

Employment Conditions

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

Reporting Requirements of Licensee

15. **MR. BOWES** shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.
16. **MR. BOWES** shall sign release of information forms allowing health professionals and other organizations to submit the requested documentation directly to the Board.
17. **MR. BOWES** shall submit any and all information that the Board may request regarding his ability to practice according to acceptable and prevailing standards of safe nursing practice.
18. **MR. BOWES** shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.

19. **MR. BOWES** shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.
20. **MR. BOWES** shall submit the reports and documentation required by this Consent Agreement or any other documents required by the Board to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.
21. **MR. BOWES** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
22. **MR. BOWES** shall inform the Board within five (5) business days, in writing, of any change in employment status or of any change in residential or home address or telephone number.

Temporary Practice Restrictions

MR. BOWES shall not practice nursing as a registered nurse (1) for agencies providing home care in the patient's residence; (2) for hospice care programs providing hospice care in the patient's residence; (3) for staffing agencies or pools; (4) as an independent provider where the nurse provides nursing care and is reimbursed for services by the State of Ohio through State agencies or agents of the State; or (5) for an individual or group of individuals who directly engage **MR. BOWES** to provide nursing services for fees, compensation, or other consideration or as a volunteer.

MR. BOWES shall not function in a position or employment where the job duties or requirements involve management of nursing and nursing responsibilities, or supervising and evaluating nursing practice. Such positions include, but are not limited to, the following: Director of Nursing, Assistant Director of Nursing, Nurse Manager, Vice President of Nursing.

FAILURE TO COMPLY

MR. BOWES agrees that his license to practice nursing as a registered nurse will be automatically suspended if it appears to the Board that **MR. BOWES** has violated or breached any terms or conditions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MR. BOWES** via certified mail of the specific nature of the charges and automatic suspension of his license. **MR. BOWES** may request a hearing regarding the charges.

The above described terms and conditions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MR. BOWES** appears to have violated or breached any terms or conditions of this

Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

DURATION/ MODIFICATION OF TERMS

The terms, limitations, and conditions, of this Consent Agreement, may be modified or terminated, in writing, at any time upon the agreement of both **MR. BOWES** and the Board.

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

MR. BOWES waives all of his rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

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

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

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

EFFECTIVE DATE

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

PHILLIP T. BOWES, R.N. APPLICANT

DATE

MARYAM W. LYON, M.S.N., R.N.
President, Ohio Board of Nursing

DATE