

BEFORE THE INDIANA STATE
BOARD OF NURSING
CAUSE NUMBER: 2018 NB 0329

IN THE MATTER OF THE LICENSE OF:)

CINDY L. NOBLITT, L.P.N.,)

LICENSE NO: 27038800A)

FILED

NOV 26 2019

Indiana Professional
Licensing Agency

**FINAL ORDER ACCEPTING PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER**

The State of Indiana ("Petitioner"), represented by the Office of the Indiana Attorney General by Roxanne M. Hilton, Deputy Attorney General, and Cindy L. Noblitt, L.P.N., ("Respondent"), signed a Proposed Settlement Agreement ("Agreement"), which purports to resolve all issues involved in the aforementioned action by Petitioner and the Indiana State Board of Nursing ("Board") regarding the Administrative Complaint filed against Respondent on March 22, 2019, and which Agreement has been submitted to the Board for approval.

The Board, after reviewing the Agreement at the September 19, 2019, meeting held in the Auditorium of the Indiana Government Center South, 302 West Washington Street, Indianapolis, Indiana, now finds it has been entered into fairly and without fraud, duress, or undue influence, and it is fair and equitable between the parties. The Board hereby incorporates the Agreement which is attached hereto and incorporated herein as **Exhibit A** and approves and adopts in full the Agreement as a resolution of this matter. The Board approved this Agreement by a vote of 6-0-0. Incorporated into the Agreement was the consensus of both parties to Findings of Fact, Conclusions of Law, and Order.

WHEREFORE, the Board hereby accepts and approves the Agreement, settling all matters in this case consistent with the terms of the Agreement between the parties, and Respondent is hereby ORDERED to abide by all terms of the Agreement.

SO ORDERED, this 26th day of November, 2019.

INDIANA STATE BOARD OF NURSING

By: Maureen Bennett
for Kim Cooper, R.N.
Board President
Indiana State Board of Nursing

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE OF SERVICE

I certify that a copy of the Final Order Accepting Proposed Findings of Fact, Conclusions of Law, and Order has been duly served upon:

Cindy Noblitt
1596 Peck Street
Greenwood, Indiana 46143
Service by U.S. Mail

Roxanne M. Hilton
Deputy Attorney General
Office of the Indiana Attorney General
8005 Castleway Drive
Indianapolis, IN 46250
Roxanne.Hilton@atg.IN.gov
Service by Email

11. 26. 2014
Date


Lisa Chapman, Litigation Coordinator

Indiana State Board of Nursing
Indiana Government Center South
402 West Washington St., Room W072
Indianapolis, IN 46204
Phone: 317-234-2043
Fax: 317-233-4236
Email: pla2@pla.in.gov

Explanation of Service Methods

Personal Service: by delivering a true copy of the aforesaid document(s) personally.

Service by U.S. Mail: by serving a true copy of the aforesaid document(s) by First Class U.S. Mail, postage prepaid.

Service by Email: by sending a true copy of the aforesaid document(s) to the individual's electronic mail address.

BEFORE THE INDIANA STATE
BOARD OF NURSING
CAUSE NO.: 2018 NB 0329

IN THE MATTER OF THE LICENSE OF)
CINDY L. NOBLITT, L.P.N.)
LICENSE NO. 27038800A)

FILED

SEP 03 2019

Indiana Professional
Licensing Agency

PROPOSED SETTLEMENT AGREEMENT

The State of Indiana ("Petitioner"), by counsel, Deputy Attorney General Roxanne M. Hilton, on behalf of the Office of the Indiana Attorney General, and Cindy L. Noblitt L.P.N. ("Respondent"), hereby execute this Proposed Settlement Agreement ("Agreement") in disposition of the Administrative Complaint filed in this cause on March 22, 2019. This Agreement is subject to review and approval of the Indiana State Board of Nursing ("Board") pursuant to Ind. Code § 25-1-9 and the Administrative Orders and Procedures Act, Ind. Code § 4-21.5-3.

STIPULATED FACTS

1. Respondent is a Licensed Practical Nurse (LPN) in the State of Indiana, having been granted LPN License Number 27038800A on August 12, 1994, by the Indiana State Board of Nursing (Board).
2. Respondent's address on file with the Board is 1596 Peck St., Greenwood, Indiana 46143.
3. On or about November 15, 2016, Respondent began employment as an LPN with Rosewalk at Lutherwoods (Rosewalk), an assisted living facility located in Indianapolis, Indiana.

Exhibit
A

4. On July 13, 2018, a Rosewalk resident's daughter alerted management that her mother was not receiving pain medication. Respondent was the nurse assigned to care for that Resident.

5. Rosewalk performed an audit and determined that Respondent signed out thirteen (13) tablets of hydrocodone-acetaminophen 7.5/325mg and 5/325mg for three (3) residents without charting the pulled medications as administered.

6. It was further found that Respondent had signed out a medication for Resident I.C. when that Resident was not at Rosewalk.

7. On July 20, 2018, Respondent was terminated for poor performance related to narcotic pain medication documentation.

8. On or about September 6, 2018, under cause number 49G14-1809-F6-029912, Respondent was charged in Marion County with one (1) count of Obtaining a Controlled Substance by Fraud or Deceit, a Class A Misdemeanor, and one (1) count of Possession of a Narcotic Drug, a Level Six (6) Felony. The basis for the charges were the events that occurred at Rosewalk.

9. On or about October 24, 2018, Respondent entered into a plea agreement under the aforementioned cause, wherein she pled guilty to one (1) count of Obtaining a Controlled Substance by Fraud or Deceit, a Class A Misdemeanor. The Court dismissed the remaining charge.

10. Under the plea agreement, Respondent was sentenced to one (1) year imprisonment, all suspended and to be served on probation. The terms of probation include a mandatory substance abuse evaluation and weekly drug testing.

11. On February 19, 2019, Respondent entered into a five (5) year recovery monitoring agreement with the Indiana State Impaired Nurse's Program (IPRP/ISNAP).

12. At the time of this filing, Respondent has maintained complete and continuous compliance with her recovery monitoring agreement.

13. On March 18, 2019, Respondent successfully completed a five (5) month intensive outpatient program with Life Recovery Center.

14. In August 2019, Respondent received her one (1) year sobriety token with narcotics anonymous.

ULTIMATE FINDINGS OF FACT

1. Respondent's violations are cause for disciplinary sanctions which may be imposed singularly or in combination, such as censure, letter of reprimand, probation, suspension, and permanent revocation, and the imposition of a fine in any amount up to \$1,000.00 per violation as detailed in Indiana Code 25-1-9-9.

2. Respondent violated Ind. Code § 25-1-9-4(a)(3) in that she knowingly violated any state statute or rule or federal statute or regulation, regulating the profession in question as evidenced by Respondent falsifying, omitting or destroying documentation of nursing actions on the official patient record of 848 IAC 2-3-3(6).

3. Respondent violated Ind. Code § 25-1-9-4(a)(4)(D) in that Respondent continue to practice although she had become unfit to practice due to an addiction to, abuse of, or severe dependency upon alcohol or other drugs that endanger the public by impairing her ability to practice safely.

4. Respondent violated Ind. Code § 25-1-9-4(a)(2)(A) in that Respondent has been convicted of a crime that is harmful to the public.

5. Respondent violated Ind. Code § 25-1-9-4(a)(8)(A) in that Respondent diverted a legend drug as defined in Ind. Code § 16-18-2-199.

STIPULATED CONCLUSIONS OF LAW

1. The agreement of the parties as stated above establishes a sufficient factual and legal basis for the discipline of Respondent's nursing license.

WHEREAS, this matter is set for hearing before the Board; and

WHEREAS, the Respondent and Petitioner wish to resolve this matter prior to a hearing and have reached this resolution.

AGREED DISPOSITION

It is therefore agreed by Respondent and Petitioner as follows:

1. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.
2. The parties execute this Agreement voluntarily.
3. Both parties voluntarily waive their rights to a public hearing on the Administrative Complaint and all other proceedings in this action to which either party may be entitled by law, including judicial review.
4. Petitioner agrees the terms of this Agreement will resolve any and all pending claims or allegations relating to disciplinary action against Respondent's Indiana nursing license.
5. Respondent's license shall be placed on **INDEFINITE PROBATION FOR NOT LESS THAN THREE (3) YEARS** from the date of the final order.
6. While on probation, Respondent's license shall be governed by the following **TERMS AND CONDITIONS:**
 - a. Respondent shall keep the Board informed of her residential address and telephone number at all times;

- b. Respondent shall keep the Board informed of her employer(s) name, address, and telephone number at all times;
 - c. Respondent shall maintain complete and continuous compliance with her Recovery Monitoring Agreement with ISNAP/IPRP;
 - d. If Respondent relapses, she shall inform the Board within twenty-four (24) hours;
 - e. Respondent shall have her current employer sign and return a copy of her Probation Order within ten (10) days after receiving the Board's Order accepting the Parties' Settlement – should her employment change, Respondent shall submit a new, signed copy of the Order from her new employer within ten (10) days of beginning employment;
 - f. Respondent shall cause her employer to submit quarterly reports to the Board addressing Respondent's duties, responsibilities, character, and performance in her professional capacity. Respondent shall submit quarterly self-reports if not employed in a nursing capacity addressing her activities and any attempts to return to the nursing therapy field;
 - g. Respondent shall not work in an unsupervised setting, including home healthcare;
7. Any and all reports and documentation shall be mailed to:

Indiana Professional Licensing Agency
Attn: Nursing Group 2
402 West Washington Street, W072
Indianapolis, Indiana 46204

8. Prior to petitioning for withdrawal, Respondent shall submit to the Board proof of completion of **twelve (12) units** of Continuing Education Units in the following subject areas:

- a. **Six (6) in Medication Administration; and**
- b. **Six (6) in Addiction and Nursing**

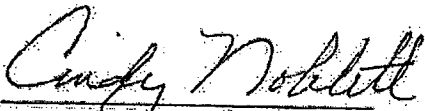
9. Pursuant to Ind. Code § 4-6-14-10(b), Respondent shall pay a fee of **Five Dollars (\$5.00)** to be deposited into the Health Records and Personal Identifying Information Protection Trust Fund. This fee shall be paid within ninety (90) days of the issuance of the Final Order in this matter, submitted to the following address:

Indiana Office of the Attorney General
Attn: Executive Assistant, Consumer Protection Division
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

10. Respondent has carefully read and examined this Agreement and fully understands its terms and that, subject to a Final Order issued by the Board, this Agreement is a final disposition of all matters and not subject to further review.

11. Respondent further understands that a violation of the Final Order, any non-compliance with the statutes or regulations regarding the practice of nursing, or any violation of this Settlement Agreement may result in Petitioner requesting a summary suspension of Respondent's license, an Order to Show Cause as may be issued by the Board, or a new cause of action pursuant to Ind. Code § 25-1-9-4, any or all of which could lead to additional sanctions, up to and including a revocation of Respondent's license.

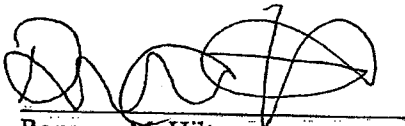
12. The parties agree to the continuing jurisdiction of the Board and that the discipline agreed to, terms of discipline, and licensure status will apply even if the Board renews Respondent's license at a later date.



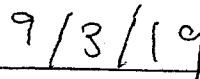
Cindy Noblitt, L.P.N.
Respondent



Date



Roxanne M. Hilton
Deputy Attorney General
Attorney No.: 34634-53



Date

STATE OF _____)
) SS:
COUNTY OF _____)

Before me a Notary Public for said County and State, personally appeared **Cindy Noblitt, L.P.N.** first duly sworn by me upon his/her oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this _____ day of _____, 2019.

Signature

Printed

My Commission Expires: _____

County of Residence: _____