


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 the terms of the Agreement.

SO ORDERED, this 28th day of July, 2023.

INDIANA STATE BOARD OF NURSING

By:  for

Jennifer L. Miller, MSN, RN
Board President
Indiana State Board of Nursing

CERTIFICATE OF SERVICE

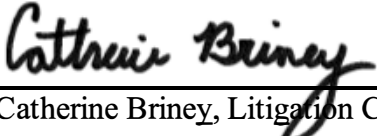
I certify that a copy of the “Final Order Accepting Proposed Settlement Agreement” has been duly served upon:

Brittani L. Hess, A.P.R.N.
1310 Olive Street
Indianapolis, IN 46203
bhess3314@gmail.com
Service via Email & U.S. Mail

Dennis F. McCrosson
THRASHER, BUSCHMANN & VOELKEL, P.C.
8440 Woodfield Crossing Blvd., Suite 310
Indianapolis, IN 46240
mccrosson@indiana-attorneys.com
Service via Email & U.S. Mail

Autumn R. Murphy
Deputy Attorney General
OFFICE OF ATTORNEY GENERAL TODD ROKITA
Indiana Government Center South, Fifth Floor
302 West Washington Street
Indianapolis, Indiana 46204-2770
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Service via E-mail

07/28/2023
DATE


Catherine Briney, Litigation Coordinator

Indiana State Board of Nursing
Indiana Government Center South
402 West Washington St., Room W072
Indianapolis, IN 46204
Phone: 317-232-2960
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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 NUMBER: 2022 NB 0096**

**IN THE MATTER OF THE LICENSES OF:)
)
BRITTANI L. HESS, A.P.R.N.)
)
LICENSE NOS.: 71005035A/B)
28179570A)**

FILED

APR 13 2023

**Indiana Professional
Licensing Agency**

PROPOSED SETTLEMENT AGREEMENT

The State of Indiana (“Petitioner”), by counsel, Deputy Attorney General Autumn R. Murphy, and Brittani L. Hess (“Respondent”), by counsel, Dennis F. McCrosson, hereby execute this Proposed Settlement Agreement (“Agreement”) as a disposition of the Administrative Complaint (“Complaint”) filed in this cause with the Indiana State Board of Nursing (“Board”). This Agreement, submitted by Petitioner and Respondent (collectively, “the Parties”), is subject to the review and approval of the Board pursuant to Ind. Code §§ 25-1-9-1 *et seq.* and the Administrative Orders and Procedures Act, Ind. Code §§ 4-21.5-3-1 *et seq.*

STIPULATED FACTS

The Parties stipulate to the facts as follows:

Respondent’s Background

1. Respondent is a licensed Advanced Practice Registered Nurse (“A.P.R.N.”) in the State of Indiana, having been issued license numbers 71005035A/B on August 4, 2014, which are set to expire on October 31, 2023.
2. Respondent is also a licensed Registered Nurse (“R.N.”) in the State of Indiana, having been issued license number 28179570A on July 8, 2008, which is set to expire on October 31, 2023.

3. Respondent's address on file with the Indiana Professional Licensing Agency ("IPLA") is 1310 Olive Street, Indianapolis, Indiana 46203.

4. Respondent is a "practitioner" as that term is defined by Ind. Code § 25-1-11-2.

Facts Supporting Violation

5. In September 2020, Respondent was hired by HealthNet, Inc. ("HealthNet") to work as a Nurse Practitioner in HealthNet's Homeless Initiative Program. As part of the program, Respondent saw patients at the Salvation Army's Harbor Light treatment center ("Harbor Light"), located in Marion County, Indiana.

6. In December 2020, Respondent held a phone consultation with a twenty-nine (29) year-old male patient ("Patient A") for treatment related to anxiety and depression.

7. From January 2021 through April 2021, Respondent had a total of nine (9) visits with Patient A in her professional capacity. Respondent's professional services to Patient A terminated in April 2021.

8. During the course of Respondent's treatment of Patient A, Respondent became aware that Patient A had a history of drug-related substance abuse issues.

9. On or about May 11, 2021, Patient A was ordered to leave Harbor Light due to violations of the center's residential treatment rules.

10. The evening of on or about May 11, 2021, subsequent to Respondent's termination of treatment services to Patient A, Patient A called Respondent and asked her for assistance because Patient A reported to Respondent that he had been dismissed from Harbor Light Center and had no arrangements for his care or welfare. That evening, in her personal vehicle, Respondent picked up Patient A from Harbor Light and drove Patient A to her family's unoccupied lake house on Prince's North Lake, in Johnson County, Indiana. Respondent left Patient A unattended at her lake house overnight, but she returned to check on him the morning of May 12, 2021.

11. On or about May 12, 2021, Respondent left Patient A unattended at the lake house during the day to go to work.

12. Around 7:30 p.m. on or about May 12, 2021, Respondent returned to the lake house, and she discovered Patient A had become intoxicated with alcohol that he found in a cabinet in the lake house. The night of on or about May 12, 2021, Respondent stayed with Patient A at the lake house in a separate room.

13. On or about May 13, 2021, Respondent assisted Patient A in finding him a place to stay with family members.

14. On or about May 14, 2021, Respondent was terminated from HealthNet for the inappropriate relationship with Patient A.

STIPULATED MITIGATING FACTOR

The Parties stipulate to the following mitigating factor:

15. Respondent was unaware during her course of treatment of Patient A that Patient A had alcohol-related substance abuse problems.

STIPULATED CONCLUSION OF LAW

The Parties further stipulate to the following conclusion of law:

Knowing Violation of State Statute or Rule Regulating the Profession

16. **Count I:** Respondent's actions constitute a violation of Ind. Code § 25-1-9-4(a)(3) in that Respondent has knowingly violated a state rule regulating the Advanced Practice Registered Nurse profession, as evidenced by Respondent failing to use appropriate critical thinking skills to make independent decisions, commensurate with the autonomy, authority, and responsibility of a nurse practitioner, which is a violation of 848 Ind. Admin. Code 4-2-1(3). Respondent's actions

violated 848 Ind. Admin. Code 4-2-1(3) when Respondent breached patient-practitioner boundaries by driving Patient A to her lake house and by allowing Patient A to stay at her lake house.

AGREED DISPOSITION

It is now therefore agreed by the Parties as follows:

17. The Board has jurisdiction over Respondent and the subject matter in this disciplinary action.

18. The Parties execute this Agreement voluntarily.

19. The Parties voluntarily waive their rights to a public hearing on the Complaint and all other proceedings in this action to which either party may be entitled by law, including judicial review.

20. The Parties agree the terms of this Agreement will resolve any and all pending claims or allegations relating to the Complaint filed in the above-referenced cause against Respondent's Indiana nursing licenses.

21. Respondent's Indiana nursing licenses (**71005035A** and **28179570A**) shall be placed on **INDEFINITE PROBATION** for a period of **NOT LESS THAN EIGHTEEN (18) MONTHS**, beginning the date of the Final Order Accepting Proposed Settlement Agreement.

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22. While on probation, Respondent's licenses shall be governed by the following

TERMS AND CONDITIONS:

- a. Respondent shall keep the Board informed of her residential address, e-mail address, and telephone number at all times.
- b. Respondent shall keep the Board informed of her place of employment, nursing supervisor name, address, e-mail address, and telephone number at all times.
- c. During the entire period of her probation and until her license's probationary status is lifted by the Board, Respondent shall **immediately** report to the Board any **terminations** from nursing employment.
- d. Respondent shall have her nursing employer submit a **signed copy of any and all final orders** issued by this Board within ten (10) days of receipt of any order. If Respondent changes employment, Respondent shall have her new employer submit a signed copy of **any and all final orders** issued by this Board within ten (10) days of beginning such employment.
- e. Respondent shall cause the person evaluating her nursing practice to submit **quarterly reports** regarding her job performance to the Board. Respondent shall submit a **quarterly self-reports** to the Board for any quarters during her probationary period in which Respondent is not employed as a nurse.
- f. Respondent shall not violate any statutes or rules regulating the practice of nursing.

23. Prior to petitioning for withdrawal from probation pursuant to Ind. Code § 25-1-9-9(b), Respondent shall complete—and provide the Indiana Professional Licensing Agency with proof of completion—a total of **twenty-four (24) Continuing Education Units (CEUs)** in the following categories:^{1,2}

- a. Twelve (12) CEUs in Professionalism, Boundaries, and/or Ethics; and,
- b. Twelve (12) CEUs in Communication and/or Patient Safety.

24. Prior to petitioning for withdrawal from probation pursuant to Ind. Code § 25-1-9-9(b), Respondent shall complete at least one (1) year of **ACTIVE PRACTICE**.³

25. Within **NINETY (90) DAYS** of the date of the Final Order Accepting Proposed Settlement Agreement, 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 by check or money order **payable to the State of Indiana**, and submitted to the following address:

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

26. 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.

¹ The Continuing Education Units imposed as a term of this Agreement are in addition to the continuing education requirements for maintenance of Respondent's Advanced Practice Registered Nurse license. The CEUs completed toward this agreement shall not be counted toward her APRN continuing education.

² Continuing Education Units completed in contemplation of settlement on or after January 1, 2023, but before the signing of this Agreement shall be permitted to be counted toward Respondent's completion of this Agreement's CEU requirement.

³ For purposes of this Agreement, "active practice" is defined as Respondent working a minimum of twenty-two (22) hours per week in a nursing capacity at the same employer.

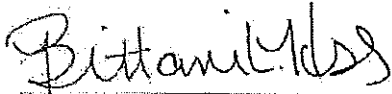
27. Respondent agrees to allow the Office of the Indiana Attorney General to review her licensing file located at the Indiana Professional Licensing Agency at any time during her period of probation to review compliance with this Agreement. Access to the licensing file located at the Indiana Professional Licensing Agency shall remain confidential against disclosure to others outside the Professional Licensing Board and the Attorney General.

28. 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.

29. The parties agree to the continuing jurisdiction of the Board.

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IN WITNESS WHEREOF, the Petitioner and the Respondent have each approved and executed this Agreement as of the date listed below.



Brittani L. Hess
1310 Olive Street
Indianapolis, IN 46203
Respondent

4.11.23

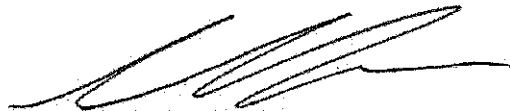
DATE



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Counsel for Respondent

4/12/23

DATE



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Counsel for Petitioner

4/13/23

DATE