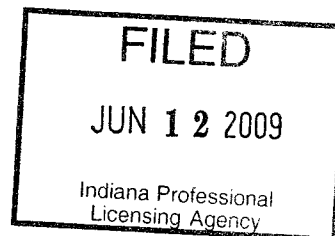


BEFORE THE INDIANA STATE
BOARD OF NURSING
CAUSE NO. 2008 NB 167

IN THE MATTER OF THE
LICENSE OF
THERESA J. STRAW, RN

LICENSE NO: 28124873A

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FINDINGS OF FACT, ULTIMATE FINDING OF FACT,

CONCLUSIONS OF LAW AND ORDER

The Petitioner, the State of Indiana, by Deputy Attorney General Elizabeth Kiefner Crawford, Division of Consumer Protection (“Petitioner”), and the Respondent, Theresa J. Straw, R.N. (“Respondent”), by counsel LaTonia Denise Wright, signed a Settlement Agreement (“Agreement”) which purports to resolve all issues involved in the action by the Petitioner before the Indiana State Board of Nursing (“Board”) regarding Respondent’s license, and which Agreement has been submitted to the Board for approval.

The Board, after reviewing the Agreement at the May 21, 2009, meeting now finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Board hereby incorporates the Agreement as if fully set forth herein and approves and adopts in full the Agreement as a resolution of this matter. The Board approved this agreement by a vote of 4 in favor and 2 against and 1 abstaining. The Board hereby issues the following Findings of Fact, Ultimate Finding of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. Respondent's address on file with the Board is 2016 N. 31st Street, Terre Haute, IN 47804 and she is a registered nurse ("RN") holding Indiana license number 28124873.

2. Respondent was employed at Gibson County Hospital ("GCH") in Princeton, Indiana from 1994 until December 16, 2005.

3. On or about December 16, 2005, Respondent was terminated from GCH for violations of the Employee Handbook which constituted, "theft, fraudulent, or dishonest acts." Specifically, Respondent called police in Wabash County, Illinois on December 12, 2005 and reported that she had been raped. During the course of the police investigation Respondent also indicated that she had placed her stillborn child in a dumpster outside of GCH. Respondent later recanted both of these statements. Police investigating these incidents later found that Respondent had asked GCH employees to give her ultrasounds of their "in-utero" children to support her false pregnancy claim and that she had stolen a picture of a stillborn child from GCH to further support her false pregnancy claim.

4. On or about February 7, 2006 Respondent was charged with Perjury, a Class 3 Felony, in Wabash County, Illinois Cause No. 06-CF-23.

5. On or about December 18, 2006 Respondent pled guilty to Disorderly Conduct, a Class A Misdemeanor, in Wabash County, Illinois Cause No. 06-CF-23. Respondent was sentenced to two (2) years probation; a psychological assessment; and

employment with CMS for forty (40) hours per week; and forty (40) hours of community service.

6. On or about March 17, 2009, Respondent underwent a psychological evaluation by Dr. Andrew Skinner ("Skinner"), Medical Director Saint John's Anderson Center and Diplomate, American Board of Psychiatry and Neurology. Respondent fully disclosed the Complaint pending against her Indiana nursing license. Skinner indicated that Respondent does suffer from a personality disorder but that there is no psychiatric reason why she should not continue working in her current capacity. Skinner did recommend that Respondent be involved in a long term relationship with a psychotherapist. Further, Skinner placed no limitations on Respondent's ability to practice nursing.

ULTIMATE FINDING OF FACT

Respondent's violation is cause for disciplinary sanctions which may be imposed singly or in combination such as censure, a letter of reprimand, probation, suspension, or revocation and a fine up to the amount of \$1,000 per violation as detailed at Indiana Code § 25-1-9-9.

CONCLUSIONS OF LAW

1. Respondent is in violation of Ind. Code § 25-1-9-4(a)(2)(B).
2. Respondent is in violation of Ind. Code § 25-1-9-4(a)(4)(C).
3. Respondent is in violation of Ind. Code § 25-1-9-4(a)(4)(B).

ORDER

1. The Board has jurisdiction over the Respondent and the subject matter in this disciplinary action commenced on or about November 14, 2008.

2. The parties execute the Agreement voluntarily.

3. Respondent and Petitioner 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 appeal or review.

4. Petitioner agrees that the terms of the Agreement will resolve any and all outstanding claims or allegations or potential claims or allegations relating to disciplinary action against Respondent's license arising from this Complaint for the period between March 16, 2009 and the date of the Final Order.

5. 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.

6. Respondent's Indiana Nursing License shall be placed on **INDEFINITE PROBATION**. Respondent shall not petition to lift or modify the probation for a period of one (1) year with the following terms and conditions:

A. Respondent shall keep the Board apprised of her current:

1. Home address, mailing address, and residential telephone number;

2. Place of employment, employment telephone number, and name of supervisor;

3. Occupational title and work schedule, including the number of hours worked per week;

B. Respondent shall provide a copy of all Board orders imposing discipline or limiting practice to any nursing employer who shall sign and return a copy of such orders to the Board within seven (7) days of employment or receipt of this Final Order;

C. Respondent shall cause her employer to submit monthly reports to the Board advising of her professional competence, sense of responsibility, work habits, mental attitude, and ability to work with others monthly for the first six (6) months and quarterly thereafter;

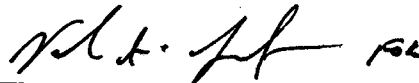
D. Respondent shall continue to see her treatment providers as recommended for treatment of Chronic Personality Disorder and shall continue to follow their recommendations.

7. 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 the Settlement Agreement may result in the State requesting an emergency 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.

8. 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 the Respondent's license at a later date.

So ORDERED, ADJUDGED, and DECREED, this 12TH day of June, 2009.

INDIANA STATE BOARD OF NURSING



Frances L. Kelly
Executive Director
Indiana Professional Licensing Agency

Copies To:

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