SETTLEMENT AGREEMENT BETWEEN MISSOURI STATE BOARD OF NURSING AND KOBY GEORGE GRANT, 2024036496
Case Number 2026-000371

Come now, Koby George Grant (Licensee) and the Missouri State Board of Nursing (Board) and enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license to practice as a licensed practical nurse will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo.,[1] the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo., and stipulate and agree that a final disposition of this matter may be effectuated as described herein.

Licensee acknowledges understanding of the various rights and privileges afforded by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges and, subsequently, the right to a disciplinary hearing before the Board at which time Licensee may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided to Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document.

1. Licensee acknowledges receipt of a copy of the investigative report and other documents relied upon by the Board in determining there was cause for discipline, along with

[1] All statutory citations are to the Revised Statutes of Missouri (2020), as supplemented, unless otherwise indicated.

citations to law and/or regulations the Board believes were violated. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license to practice as a licensed practical nurse, license number 2024036496, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 335, RSMo.

Joint Stipulation of Facts

2. The Board is an agency of the State of Missouri created and established pursuant to § 335.021, RSMo., for the purpose of executing and enforcing provisions of Chapter 335, RSMo., the Nursing Practice Act.

3. Koby George Grant is licensed by the Board as a licensed practical nurse, license number 2024036496. Licensee's license is current and active and was so at all times relevant herein.

4. Licensee received a letter of concern from this Board or or about August 29, 2024, due to Licensee's criminal history.

5. At all relevant times herein, Licensee was employed by CenterPointe (CenterPointe) Hospital, located in Columbia, Missouri. Licensee was employed from September 9, 2024 to October 2, 2025.

6. On or about September 26, 2025, the nursing supervisor reported to the Chief Nursing Officer, a discrepancy between controlled medication that a patient was charted to have received and the medication pull log from the facility's Omnicell system.

7. This discrepancy was discovered after a patient reported not receiving the usual dose of medication the evening of September 26, 2025.

8. An investigation of the allegation ensued. The pharmacy director discovered three

(3) compromised controlled medications (i.e., tampered with) that had been returned to the Omnicell. The compromised empty packaging indicated that each of the three (3) should have contained 10 mg of Adderall IR. However, the Adderall pills were exchanged for Naproxen Sodium, which is similar in size and shape.

1. A review of twenty four (24) hour security footage of the area showed Licensee exhibiting suspicious behavior, including accessing medication bins at the onset of his shift without referencing any patient charts, accessing controlled bins without taking any medications, slowly inspecting medications from specific bins, and discarding discrepancy reports from the Omnicell after accessing controlled medications.

2. CenterPointe also discovered footage of Licensee on September 25, 2025 gaining access to the medication room of Adolescent/Adult 1 unit and taking four (4) to six (6) controlled medication containers and putting them in his pockets, despite not being assigned to that unit.

3. On October 2, 2025, an audit was conducted on all of the facility's Omnicell dispensing machines. Licensee was not scheduled to work from September 27 to October 2, 2025, and was not allowed to pick up additional shifts during this time.

4. After the investigation was conducted, CenterPointe leadership interviewed Licensee regarding the findings of their investigation. Licensee initially denied and then subsequently admitted to swapping out Adderall for various other medications in the Omnicell machines.

5. Licensee's badge and keys were confiscated by staff and Licensee's employment with Centerpointe Hospital was terminated on October 2, 2025.

6. Licensee also admitted his conduct to the Board.

Joint Conclusions of Law

7. Licensee's conduct, as described herein, constitutes use or unlawful possession of any controlled substance, as defined in chapter 195, by the federal government, or by the department of health and senior services by regulation, regardless of impairment, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed.

8. Licensee's conduct, as described herein, constitutes fraud and misrepresentation in the performance of the functions or duties of any nurse by departing from or failing to conform to nursing standards.

9. Licensee's conduct, as described herein, constitutes a violation of any professional trust or confidence.

10. Licensee's conduct, as described herein, constitutes a violation of the drug laws or rules and regulations of this state, any other state or the federal government.

11. Licensee's conduct, as described herein, constitutes diversion or attempting to divert any medication, controlled substance, or medical supplies.

12. Licensee is presumed to have unlawfully possessed Adderall pursuant to § 324.041, RSMo., which states:

> For the purpose of determining whether cause for discipline or denial exists under the statutes of any board, commission, or committee within the division of professional registration, any licensee, registrant, permittee, or applicant that tests* positive for a controlled substance, as defined in chapter 195, is presumed to have unlawfully possessed the controlled substance in violation of the drug laws or rules and regulations of this state, any other state, or the federal government unless he or he has a valid prescription for the controlled substance. The burden of proof that the controlled substance was not unlawfully possessed in violation of the drug laws or rules and regulations of this state, any other state, or the federal government is upon the licensee, registrant, permittee, or applicant.

22. Licensee unlawfully possessed Adderall in violation of § 579.015.1, RSMo., which states: "A person commits the offense of possession of a controlled substance if he or she knowingly possesses a controlled substance, except as authorized by this chapter or chapter 195."

23. Cause exists for the Board to take disciplinary action against Licensee's license under § 335.066.2(1), (6)(n), (13), (15), and (25), RSMo., that states in pertinent part:

> 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by sections 335.011 to 335.096 or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:
>
> (1) Use or unlawful possession of any controlled substance, as defined in chapter 195, by the federal government, or by the department of health and senior services by regulation, regardless of impairment, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by sections 335.011 to 335.096. A blood alcohol content of .08 shall create a presumption of impairment;
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> *****
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> (6) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct, unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:
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> *****
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> (n) A departure from or failure to conform to nursing standards;
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> (13) Violation of any professional trust or confidence;
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> (15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

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(25) Diversion or attempting to divert any medication, controlled substance, or medical supplies[.]

Joint Agreed Disciplinary Order

1. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.4, RSMo.

2. Licensee's license to practice as a licensed practical nurse in the State of Missouri, license number 2024036496, is hereby placed on **PROBATION** for a period of **five (5) years.** Licensee shall comply with the following terms and conditions during the period of probation:

GENERAL REQUIREMENTS

A. Contact information for the Board is as follows:
Mailing Address: P.O. Box 656, Jefferson City, MO 65102-0656
Express Mail Address: 3605 Missouri Boulevard, Jefferson City, MO 65109
Compliance Telephone: 573.751.6541
Compliance Fax: 573.522.2143
TTY: 800.735.2966
Voice Relay: 800.735.2466
Email: nursingcompliance@pr.mo.gov

B. Compliance Monitoring Forms and Third-Party Administrator (TPA) Information can be obtained at: https://pr.mo.gov/nursing-monitoring.asp
Compliance forms may be submitted to the Board by Mail, Email, or Fax.

C. Licensee may be required to attend a compliance meeting with the Board or Board staff to review the terms of this probation. If Licensee is required to attend a compliance meeting, notification of the meeting will be included in the cover letter/email accompanying the executed order/agreement. Failure to attend the scheduled compliance meeting shall be considered a probation violation.

D. Licensee may also be required to meet with the Board or Board staff periodically throughout the probation period. Failure to attend a scheduled meeting shall be considered a probation violation.

E. Licensee shall submit documents showing compliance with the requirements of this Order to the Board when requested and within the time limit the Board requests.

Contact information for the Board is in Paragraph A above.

F. Licensee shall inform the Board within ten (10) working days of any change of home address or home telephone number. It is Licensee's responsibility to keep the Board informed of any change of address or email address immediately. Any notices sent to Licensee's last known home and/or email address on file with the Board shall be deemed proper notice to Licensee of the notice of violation(s).

G. Licensee shall provide a valid email address to receive communications from Board staff. The email shall be set up so that messages from the Board will not go to the email account's junk mail folder.

H. Licensee shall not violate the Nursing Practice Act, Chapter 335, RSMo., and shall not allow his or her license to lapse. Licensee may place his or her license on inactive or retired status. The conditions of discipline will continue to apply if the license is inactive or retired.

I. Licensee shall bear all costs of complying with this Order.

J. Licensee shall obey all federal, state and local laws, and all rules and regulations governing the practice of nursing in this state. If placed on probation in a criminal case, Licensee shall comply with all aspects of that probation.

K. Licensee is responsible for ensuring that all quarterly reports due pursuant to these conditions are submitted to the Board on a quarterly basis.

L. Licensee shall notify the Board within five (5) calendar days of entering a plea of guilty, entering a plea of nolo contendere or an "Alford plea" or being found guilty in any criminal prosecution pursuant to the laws of this state, any other state or of the United States.

EMPLOYMENT REQUIREMENTS

A. Licensee shall keep the Board informed of Licensee's current place of employment and of any changes in Licensee's place of employment by submitting an Employment Status Report to the Board within ten (10) working days of such a change.

B. Licensee shall provide a copy of this Settlement Agreement to any current nursing employer and to any potential nursing employer. Licensee shall provide a copy of this Settlement Agreement to Licensee's current nursing employer as soon as it is received and no later than during Licensee's next work shift or the employer's next working day, whichever is sooner. In addition, Licensee shall provide a copy of this agreement to any potential nursing employer prior to acceptance of any offer of employment in nursing. In the event that Licensee is enrolled or attempts to enroll

in nursing school during the probationary period, Licensee shall provide a copy of this Settlement Agreement to the school as soon as it is received or the next class day or upon attempting to enroll.

C. Licensee shall cause each and every nursing employer to submit the Employment Status Report to the Board, with due dates to be determined and provided to Licensee by the Board. The Employment Status Report form shall be completed by Licensee's supervisor no earlier than four weeks prior to the date it is due. If Licensee ends employment with an employer, Licensee must request that a final evaluation from that supervisor be submitted to the Board within one week following the last day of employment. This evaluation shall be an evaluation of Licensee's job performance.

D. If Licensee is not employed at any time during the period of discipline, Licensee shall submit an Employment Status Update form stating the period(s) of unemployment.

E. Licensee shall provide a copy of this Settlement Agreement to any healthcare-related employer and have the employer provide the Director of Compliance a copy of the position description by fax or email within ten days of beginning the position or the effective date of this agreement.

F. If Licensee is employed in a non-nursing job, Licensee shall submit an Employment Status Report form stating where Licensee is employed, at least quarterly, with due dates to be determined by the Board.

G. Licensee shall execute any release or provide any other authorization necessary for the Board to obtain records of Licensee's employment during the period covered by this agreement.

H. Licensee shall notify the Board within five (5) calendar days if Licensee has a disciplinary meeting or employment counseling meeting while employed in nursing or healthcare-related employment.

EMPLOYMENT RESTRICTIONS

A. Licensee may not serve on the administrative staff, as a member of the faculty, or as a preceptor at any school of professional or practical nursing.

B. Licensee may not work as a school nurse.

C. Licensee may not work as a nurse for the Department of Corrections in any capacity

D. The following employment restrictions are in place for a minimum of two (2) years of employment as a nurse. Employment is defined as working in a licensed nursing position at least 96 hours per month. Licensee:

1. May not work more than eighty-four (84) hours per two weeks or more than forty-eight (48) hours in a seven (7) day period;
2. Shall not work more than twelve (12) hours in a twenty-four (24) hour period;
3. Shall not work in critical care specialty areas, including but not limited to: Emergency Dept, Intensive Care Unit, Cardiac Catheterization Lab, Labor and Delivery, and Post-Operative Anesthesia Care Unit (PACU);
4. Shall not work in a substance abuse treatment facility;
5. Shall not work for more than one (1) nursing employer at a time;
6. Licensee shall only work on regularly assigned, identified, and predetermined unit(s) and shall not move around (i.e., float) between different units and departments to meet staffing needs.
7. Shall not work for a staffing agency or as a traveler.
8. Shall not work in any capacity where visits are made in the home.
9. Shall not be employed in any position (whether in a licensed or unlicensed capacity) which grants or allows access to, or accountability for, controlled substances, prescription pads, or electronic prescription access. Licensee shall provide a copy of this agreement to any healthcare-related employer and have the employer provide the Director of Compliance a copy of the position description by fax or email within ten days of beginning the position or the effective date of this agreement.
10. Shall work under the supervision of a Physician or Registered Nurse, if licensed as a Registered Nurse. If licensed as a Licensed Practical Nurse, they shall work under the supervision of a Physician, a Registered Nurse, or a Licensed Practical Nurse. The supervising Physician or Nurse is not required to be on the same unit as the Licensee, but should be on the facility grounds and readily available to provide assistance if necessary; and
11. Shall not accept employment in a supervisory capacity, to include, but not be limited to, administrator, supervisor, manager, director, unit director, or any other position where employment positions are changed, hire or termination decisions are made, and/or where Licensee conducts the official work performance evaluation of subordinate employees. Licensee may supervise Patient Care Techs, CNAs, CMTs, and other ancillary personnel. If Licensee is an RN, Licensee may supervise LPNs. Licensee can make room and patient assignments.

DRUG AND ALCOHOL SCREENING

A. Licensee shall contract with one of the Board's third-party administrators (TPA) for drug and alcohol screening within five (5) weeks of the effective date of this Settlement Agreement. The frequency and method of such screenings shall be at the Board's discretion. The screenings may be conducted on urine, breath, blood, nails, or hair. All screens shall be at the expense of Licensee.

B. Licensee's failure to comply with Licensee's contract with the TPA shall constitute a violation of the terms of discipline.

C. Licensee shall follow the instructions of the TPA to check in with the TPA each day of the week between 5:00 a.m. CST and 4:00 p.m. CST, including weekends, holidays, and each day that Licensee is on vacation. Licensee shall fully complete the daily check in with the TPA pursuant to the requirements of the TPA.

D. Failure to check in or failure to complete the check-in with the TPA every day as described in Paragraph C above shall constitute a violation of the terms of discipline.

E. If selected by the TPA, Licensee shall submit to drug and alcohol screening prior to a collection site closing for business on the day that Licensee is selected to be tested. Licensee shall report to the collection site in sufficient time as to allow a collection site adequate time to retrieve the sample prior to the close of its business hours.

F. Failure to timely submit to drug and alcohol screening by the end of the business day of the collection site when selected by the TPA shall constitute a violation of the terms of discipline.

G. It is Licensee's responsibility to ensure that lab personnel observe all urine specimen collections. This requires direct observation of the urine sample exiting the body of Licensee. If the urine specimen collection is not observed, the Board, in its discretion, may consider the results to be invalid.

H. Dilute Specimens:

1. Urine specimens that have a creatinine level below 20mg/dl and a specific gravity less than 1.0030 are considered Dilute. This measurement means there is excess water in the specimen, and it no longer tests as human urine. All human urine contains a protein called creatinine. This protein comes from the normal physiologic breakdown of muscle tissue and is always present. If a specimen has no creatinine in it, it is not urine. Dilute specimens are not acceptable as normal negative urine screens and are considered a violation of the terms of probation.
2. There are several circumstances that can cause dilution of urine specimens. Most of them are easy to avoid. There are several strategies that can be used on the day of testing to avoid dilute specimens.
    a. Check in early and test early in the day. If this is not possible, you should empty your bladder approximately two (2) hours prior to your planned arrival at the collection site. During that time, you should not consume more than 24 ounces of fluid, and the fluid you do consume should be a substantial fluid – milk, smoothie, tomato juice – or eat a high-protein meal or snack, such as egg, cheese, or meat.
    b. Do not ingest any diuretics before going to test. Common diuretics include: coffee, soda, tea, furosemide, hydrochlorothiazide/HCTZ, spironolactone, Lasix, medications like Pamprin, or any product that

decreases bloating or increases urination. (NOTE: These examples are not forbidden but should not be taken prior to testing.)

c. Do not drink large amounts of fluid prior to giving your urine sample.

d. If you cannot urinate at the collection site, drink 4 oz. every ½ hour until you can.

I. During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol in any form, including over-the-counter products, vanilla extract, cooking wine, communion wine, non-alcoholic beer, cough syrups, including Nyquil, and hand sanitizers. The presence of any alcohol whatsoever in any biological sample obtained from Licensee, regardless of the source, shall constitute a violation of Licensee's discipline.

J. Licensee shall not use any of the following:

1. poppy seeds and hemp seeds/oil products;
2. unauthorized controlled medications or other abusable or potentially abusable medications;
3. expired and/or outdated prescriptions;
4. foreign medications/teas/products;
5. fermented drinks or teas, including Kombucha tea;
6. illicit drugs/street drugs;
7. CBD oil containing THC, synthetic drugs/cannabinoids; and/or
8. bath salts.

K. During the disciplinary period, Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required, unless use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona-fide relationship as a patient. Such prescribed drug shall only be consumed as directed and only for the condition for which it was prescribed. An outdated prescription is deemed to be one (1) or more year old.

MEDICAL TREATMENT AND REPORTING REQUIREMENTS

A. Licensee agrees to have only one primary care provider/group (PCP), dentist and pharmacy during the disciplinary period.

B. Licensee shall show this Settlement Agreement to any health care professional prescribing a prescription or authorizing the use of marijuana for Licensee and inform the health care professional of Licensee's drug(s) of choice and/or any drugs Licensee has abused.

C. It is Licensee's responsibility to make sure sure the PCP submits the Prescription Identification Forms, attestation of treatment, review of safety-sensitive duties, fitness to practice certification or agreement to monitor according to the documentation schedule set by the Board.

D. **Provider Verification:** The PCP must be an active, licensed physician (MD or DO) or authorized practitioner who is actively managing the underlying qualifying medical condition and for any prescriptions or marijuana.

E. **Attestation of Treatment:** The PCP must provide a statement confirming the specific qualifying medical condition that supports the prescriptions and/or marijuana as an active, recommended component of the Licensee's medical treatment plan.

F. **Review of Safety-Sensitive Duties:** The PCP must provide explicit written acknowledgment that the PCP has reviewed the Licensee's current nursing job description and fully comprehends the safety-sensitive nature, critical thinking demands, and physical requirements of the Licensee's specific role.

G. **Fitness to Practice Certification:** The PCP must provide an unequivocal statement asserting that, to a reasonable degree of medical certainty, the Licensee's recommended use of prescriptions or marijuana **will not impair** Licensee's ability to safely, competently, and effectively practice nursing.

H. **Agreement to Monitor:** The PCP must agree to promptly notify the Board if the Licensee's medical condition deteriorates, if the dosage/frequency of use escalates to a level that introduces a risk of impairment, or if the PCP can no longer confidently certify the Licensee is safe to practice.

I. Any medication, whether controlled or non-controlled under state or federal law, that has been prescribed on a PRN basis must be verified on a Prescription Identification Form and submitted to the Board by the prescribing health care provider. A prescription for a PRN medication of any kind will only be considered valid for a period of one (1) year and may only be used for the purpose prescribed/recommended.

J. Upon request, Licensee shall execute a medical release authorizing the Board to access all records pertaining to Licensee's condition, treatment and prescription(s) maintained by the health care professional that prescribed the controlled substance.

K. Within five (5) business days of the effective date of this Settlement Agreement, a Prescription Identification Form shall be submitted to the Director of Compliance or designee for all current prescription medications, whether controlled or non-controlled pursuant to state or federal law and Licensee shall submit a written statement or email to the Director of Compliance a list of over-the-counter medications Licensee is currently taking or takes PRN.

L. The presence of any controlled substance or other drug requiring a prescription whatsoever in any biological sample obtained from Licensee for which Licensee

does not hold a valid prescription or was not consumed for the purpose for which it was prescribed shall constitute a violation of Licensee's discipline.

M. If Licensee receives a prescription for a controlled substance or any other drug, Licensee shall have the prescribing health care professional fill out and send to the Board Office a Prescription Identification Form **the same day** the controlled substance or other drug is prescribed. Licensee shall inform each health care professional who prescribes a controlled substance or other drug of each and every prescription Licensee has received within sixty (60) days prior to obtaining the new prescription. All such prescriptions shall be listed on the Prescription Identification Form.

N. If Licensee experiences a condition that qualifies for a medical marijuana card, Licensee shall provide a copy of this Settlement Agreement to the qualifying physician. The qualifying physician is required to be Licensee's primary care physician. The qualifying physician shall provide a letter verifying that Licensee is safe to practice as a nurse while on/taking medical marijuana. This documentation will be required from the physician at least quarterly, according to the documentation schedule, which will be set by the Board. All submissions of documentation to the Board shall be the responsibility of Licensee.

O. Licensee must keep the Director of Compliance or designee informed of all prescribed medications as well as over-the-counter medications taken by Licensee. Some over-the-counter medications, including vitamins and herbs, may affect the results of drug screens. Some food and beverage supplements could affect drug screens. Licensee should carefully read all ingredients before consuming or using or consult with a treating practitioner before use. A positive drug screen due to these medications/supplements will be a violation of this agreement. Read all ingredients before consuming or using a product.

P. Licensee must abstain completely from the use of all controlled substances as defined by Section 195.017, RSMo. (as amended), unless prescribed for Licensee for a medical condition by a licensed practitioner who is knowledgeable of Licensee's substance use disorder. Licensee must be a bona-fide patient of any and all licensed health care practitioner(s) prescribing controlled and non-controlled medications.

Q. If Licensee experiences chronic pain due to injury or a debilitating disease process, Licensee shall have a pain management physician/addictionologist submit documentation regarding Licensee's diagnosis, plan of care, compliance with treatment, a copy of any pain management contract(s), and a letter verifying that Licensee is safe to practice as a nurse while on the prescribed medication. An updated report from the pain management specialist and/or addictionologist must be submitted at least three times per year according to the documentation submission schedule, which shall be set by the Board.

R. Licensee shall notify the Director of Compliance by telephone within twenty-four (24) hours and in writing via email, facsimile, or US mail postmarked within five (5) days of:

1. Any charge(s) of DWI/DUI, including a municipal charge;
2. Any charge(s) of a misdemeanor or felony (other than a minor traffic violation);
3. The final disposition of any charges; and
4. Licensee shall provide certified records from the Court(s) of any final disposition of the charge(s).

S. Licensee shall notify the Director of Compliance of the following in writing, by facsimile, by email, or by mail (US mail, UPS or FedEx) postmarked within the time frames set forth below:

1. Any hospitalization for any reason within 24 hours of being admitted;
2 Any urgent care and emergency department visits within 24 hours of visit;
3. Any scheduled surgical procedures, regardless of setting, within 24 hours of the surgery being scheduled; and
4. Any admittance to any treatment facility, whether in-patient or out-patient.

T. Licensee shall immediately report relapse to the Director of Compliance by telephone within twenty-four (24) hours **AND** in writing within three (3) days. Relapse shall be a violation of Licensee's discipline.

REQUIREMENTS REGARDING SUBSTANCE USE EVALUATION AND TREATMENT

A. Licensee shall undergo a comprehensive assessment performed by a licensed, certified or credentialed substance use disorder professional and have the evaluation submitted to the Board within eight (8) weeks of the effective date of this Settlement Agreement. The substance use disorder professional shall submit to the Board evidence that he or she is licensed, certified or credentialed in substance use disorders. **Failure to have submitted a comprehensive assessment to the Board within eight (8) weeks from the effective date of this Settlement Agreement shall constitute a violation of discipline.**

B. Licensee shall show this Settlement Agreement to the substance use disorder professional before the assessment is performed. The assessment should include the following:

1. Medical history, including status and problems;
2. Psychological status and psychiatric disorders
3. Psychosocial problems and social functioning;
4. Family history and peer relations;
5. Educational and job performance;
6. Administrative, criminal or delinquent behaviors and legal problems;
7. Types of drugs and/or alcohol used;
8. Frequency and patterns of use;

9. Severity of addiction, including history of previous treatment;
10. Motivation to participate in treatment or readiness for treatment;
11. Socioeconomic status and problems;
12. Withdrawal symptoms;
13. Other concurrent addictions, i.e., eating disorders, gambling, smoking, etc.; and
14. Licensee's needs, support systems, financial resources, and insurance coverage.

C. Licensee shall have the substance use disorder professional send the results of the assessment directly to the State Board of Nursing, ATTN: Director of Compliance, by email to nursingcompliance@pr.mo.gov or by fax to (573) 522-2143, within ten (10) working days after the evaluation is complete.

D. The written assessment shall include:
1. Confirmation that the substance use disorder professional has reviewed this document as part of his/her assessment:
   a. A description of what neuropsychiatric and/or psychometric tests were conducted and the test results (minimum of two required);
   b. Discussion of relevant clinical interview findings/interpretations;
   c. Specification of DSM (most current version) diagnosis/es;
   d. Discussion of appropriate treatment recommendations/plan. If there is no diagnosis requiring treatment, this should be specified in the evaluation; and
   e. Evaluation of suitability for nursing practice.

IF TREATMENT IS RECOMMENDED

A. Licensee shall follow any recommendations for treatment made by the substance use disorder professional.

B. Licensee shall execute a medical release or other appropriate release, which shall remain in effect for the entire period covered by this Settlement Agreement, authorizing the Board to obtain records of Licensee's treatment for substance use disorder. Licensee shall not take any action to cancel this release. Licensee shall take any and all steps necessary to continue the release in effect and shall provide a new release when requested.

C. Licensee shall cause an update of treatment evaluation to be submitted from the substance use disorder professional to the Board at least quarterly, with due dates to be determined. See the General Requirements Section for forms and contact information.

D. The update shall include an evaluation of Licensee's current progress and status related to the treatment recommendations/plan and Licensee's current prognosis and treatment recommendations/plan.

E. If a 12-step program or other support group attendance is recommended, Licensee shall submit evidence of weekly (or recommended) attendance at Alcoholics Anonymous, Narcotics Anonymous or other support group meetings to the Board at such times as required by the Board, but not less than quarterly. The documentation shall be on forms provided by the Board (See General Requirements Section) and shall include the date and name of the meeting and shall bear a signature or abbreviated signature of another person verifying attendance.

F. If the treatment of Licensee is successfully completed at any time during the period covered by this agreement, Licensee shall cause the substance use disorder professional to submit a letter of final evaluation/summary, which includes a statement that Licensee has successfully completed treatment and indicates whether Licensee should continue in a 12-step program. If continuance in a 12-step program is recommended, Licensee shall comply with the terms of documentation as outlined in Paragraph E.

G. Licensee shall inform the substance use disorder professional of any relapse or positive drug or alcohol test within five (5) days of occurrence.

CONTINUING EDUCATION

A. Licensee shall complete the following CE Package offered at: www.nursingce.com:

- Professional Liability CE Package, which includes:
    a. Medical Errors
    b. Hospital Acquired Infections
    c. Nursing Evidence-Based Practice
    d. Recognizing Impairment in the Workplace
    e. Nursing Documentation
    f. The Problem with (un)Professionalism in Nursing
    g. Infection Control Nursing
    h. HIPAA Compliance

B. Specific information regarding these classes will be provided by the Director of Compliance at Licensee's initial meeting with the Board.

C. Licensee shall submit proof of completion of these courses to the Board during the **first ninety (90) days** of the disciplinary period. A specific due date will be determined by the Board after the discipline goes into effect.

D. Failure to successfully complete any continuing education listed above by the due dates shall constitute a violation of the terms of discipline.

3. The Board will maintain this Settlement Agreement as an open and public record of the Board as required by law. The Board will report this Settlement Agreement to data banks

and other appropriate entities. This is a disciplinary action against Licensee's license(s). The original of this document shall be kept in the Board's file, and its contents shall be disclosed to the public upon proper request.

4. The terms of this Settlement Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

5. In the event the Board determines that Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Licensee.

6. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for a hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

7. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the Circuit Court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline.

Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Licensee, together with their heirs and assigns and their attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to §536.087, RSMo., or any claim arising under 42 U.S.C. §1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

9. Missouri is a member of the Nurse Licensure Compact (NLC). Pursuant to the NLC, while under discipline in any state, a license can only be a single state license authorizing the practice of nursing only in the State of Missouri and does not include a multistate licensure privilege to practice in any other party state. Even after all requirements of this Settlement Agreement have been met, the license may be restricted to a single state license pursuant to the NLC provisions found in §335.370, RSMo.

10. Licensee understands that they may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for a determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative

Hearing Commission to review this Settlement Agreement, Licensee may submit their request to: Administrative Hearing Commission, United States Post Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

11. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE	BOARD
_____	_____
Koby George Grant 2024036496	Lori Scheidt Executive Director State Board of Nursing
Date _____	Date _____

Complaint No. 2026-000371

EFFECTIVE DATE: _____