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BEFORE THE KANSAS STATE BOARD OF NURSING
Landon State Office Building, 900 S.W. Jackson #1051
Topeka, Kansas 66612-1230

AUG 29 2007

**IN THE MATTER OF
SUSAN R. QUINN
License No. 13-040825-101**

KSBN
Case No. 07-140-6

CONSENT AGREEMENT AND FINAL ORDER

NOW ON THIS 23 day of August, 2007, the Kansas State Board of Nursing, represented by Assistant Attorney General, Mark A. Knight, and the Licensee, Susan R. Quinn, hereby enter into this agreement and proffer evidence and the hearing officer adopts those recommendations and makes the following findings of fact and orders:

AGREED FINDINGS OF FACT

1. Licensee is licensed to practice nursing in Kansas through 10/31/2007. The Kansas State Board of Nursing (Board) has jurisdiction over the Licensee and the subject matter of this action.
2. Licensee's address of record is 4469 131st Rd., Rock, KS 67131.
3. The Licensee understands that pursuant to K.S.A. 77-515, Licensee may be represented at Licensee's expense by, an attorney during these proceedings.
4. After an investigation, the Board's investigative committee found reasonable grounds to believe that the Licensee violated the Kansas Nurse Practice Act, K.S.A. 65-1120, and referred this matter for further proceedings.
5. The Kansas State Board of Nursing has the authority under K.S.A. 74-1106 et seq. to examine, license and renew license for duly qualified Licensees and may limit, deny, suspend or revoke a license or authorization to practice nursing, may issue a public or private censure and levy administrative fines consistent with K.S.A. 74-1110, if a violation of K.S.A. 65-1120 is established.
6. (a) Licensee has a history of cocaine and alcohol abuse. Licensee reported that she used cocaine 2 - 3 times per week and consumed vodka daily. [REDACTED]

[REDACTED]

7. The above incidents are violations of the nurse practice act. The Licensee agrees that the board is prepared to prove that Licensee has violated: K.S.A. 65-1120(a)(4), to be unable to practice with skill and safety due to current abuse of drugs or alcohol; K.S.A. 65-1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (s) failing to complete the requirements of the impaired provider program of the board.

8. Licensee has the right to a hearing with evidence and witnesses and to seek review of the findings from that hearing in accordance with the Kansas Administrative Procedure Act and the Act for Judicial Review and Civil Enforcement of agency actions. Licensee is waiving those rights and voluntarily entering into this agreement instead of proceeding to such a hearing.

CONCLUSIONS OF LAW

9. The Kansas State Board of Nursing has the authority under K.S.A. 74-1106 et seq. to examine, license and renew license for duly qualified Licensees and may limit, deny, suspend or revoke a license or authorization to practice nursing, may issue a public or private censure and levy administrative fines consistent with K.S.A. 74-1110, if a violation of K.S.A. 65-1120 is established.

10. Licensee has violated the Kansas Nurse Practice Act as follows:

Count 1: K.S.A. 65-1120(a)(4), to be unable to practice with skill and safety due to current abuse of drugs or alcohol.

Count 2: K.S.A. 65-1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (s) failing to complete the requirements of the impaired provider program of the board.

POLICY STATEMENT

11. The role of the Kansas State Board of Nursing is to protect citizens of Kansas.

DISPOSITION

12. By entering into this Consent Agreement and consenting to the entry of the Final Order, both parties waive their right to full administrative proceedings pursuant to K.S.A. 65-1120 and K.S.A.77-501 et seq. and to judicial review.

13. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that this Consent Agreement will continue through any renewal periods of Licensee's nursing license until Licensee completes each of the conditions and requirements of this agreement. Further, the parties agree that in the event of a lapse of Licensee's nursing license, reinstatement of Licensee's nursing license shall be contingent upon this Consent Agreement and Final Order remaining in effect until Licensee completes each of the conditions and requirements of this agreement.

14. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the Licensee's license to practice nursing in Kansas is immediately suspended. The suspension will be stayed as long as the requirements and conditions of this agreement are met.

15. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the Licensee's license to practice nursing in Kansas is immediately limited. The limitations placed on the license and described below will remain in place until the requirements and conditions of this agreement are met or until the requirements and conditions of this agreement call for the modification of the limitations.

16. The Kansas State Board of Nursing will not take additional disciplinary action against Licensee's nursing license for the violations stated above as long as Licensee completes each of the following conditions and requirements:

(a) **Licensee shall return his or her current license card to the Board with this Consent Agreement. Licensee shall receive a license card which shall be issued with an "S" placed in the status code portion of the license card to indicate that the license is**

suspended with a Stay. The card will have an "L" indicating the limitations on the practice.

(b) **Licensee will participate in and complete the reasonable recommendations and requirements of the Kansas Nurses Assistance Program (KNAP);** sign releases of information necessary for KNAP to evaluate and monitor Licensee and for KNAP to report information to the board. Licensee will be deemed to have completed the KNAP program when KNAP issues written notification that Licensee has completed the program. Noncompliance with KNAP is a violation of this agreement.

(c) **Licensee must submit to random drug screens as determined or selected by the Board or by KNAP.** The costs of the drug screens will be paid by the Licensee. Licensee agrees that a Positive Drug Screen is a violation of this agreement.

(d) **Licensee shall have a narcotic key restriction on Licensee's license for the first six (6) months after Licensee secures employment that requires a nursing license.** The narcotic key restriction prohibits the Licensee from passing of narcotics, wasting of narcotics or having access to narcotics. The narcotic key restriction also prohibits the Licensee from supervising nurses or others that have access to narcotics. After Licensee completes six (6) months of employment that requires a nursing license, without violating any terms of this agreement, Licensee may request that the narcotic key restriction be removed from Licensee's license. Licensee's request shall include written verification from Licensee's employer, to the Kansas State Board of Nursing, as to whether the Licensee has been employed in a position that requires a nursing license; as to whether the Licensee has held that position for at least six (6) months; as to whether the Licensee has passed, wasted, had access to, or supervised others that had access to narcotics. With a showing that the narcotic key restriction term of this agreement has been met by the Licensee, and the Licensee is compliant with all other terms of this agreement, the narcotic key restriction will be removed from Licensee's license and Licensee will be issued a license card with no limitations on the practice.

(e) **Licensee shall immediately notify the Legal Division of any use of alcohol, if prohibited by KNAP, or controlled substances, or any violation of this Consent Agreement and Final Order.**

(f) **The Licensee shall immediately inform all employers and prospective employers of this Consent Agreement and the Final Order.**

(g) **Licensee shall send a money order for \$70 to the Board upon entering into this agreement to pay the cost of this action.**

(h) **Licensee shall not violate the Kansas Nurse Practice Act during the duration of this agreement.**

(i) **Licensee shall not violate the laws of the United States, of State, or of any political subdivision of any State during the term of this agreement.** Traffic infractions shall not be considered violations of the law.

(h) **Licensee shall not practice without onsite supervision by a qualified nurse, for a period of one year from the date of nursing employment.** The parties agree that this provision prohibits the Licensee from practicing nursing unless the supervising nurse is present within the same facility as the Licensee and the supervising nurse is available for periodic inspection of Licensee's nursing tasks.

(l) **Licensee agrees to notify the Legal Division of any changes in address and phone number as well as all employment terminations or employer changes or additions.** All such notifications shall be made in writing within fourteen (14) days of such a change.

17. Licensee acknowledges and agrees that Licensee is responsible for the costs related to satisfying the conditions and requirements of this Consent Agreement. Licensee further acknowledges and agrees that to provide the Board with false information regarding compliance with this Consent Agreement is a violation of this Consent Agreement.

18. If Licensee does not meet these conditions and requirements, the Kansas State Board of Nursing may request additional sanctions against Licensee's license or application for a license.

Licensee would be sent notice of such action and would be entitled to a hearing as to whether Licensee had complied with this Consent Agreement, but Licensee could not contest the violations listed in this agreement.

19. All parties understand that if an action based on failure to meet the conditions and requirements of this Consent Agreement is filed, K.S.A. 77-531 requires the Notice of Hearing to be served upon the Licensee and the Licensee's attorney of record, if any. All parties agree that only serving the Notice of Hearing upon the Licensee will be proper service and it is the Licensee's responsibility to contact his or her attorney, if any, in reference to the action.

20. Licensee acknowledges and agrees that upon a first finding of Licensee not complying with the conditions or requirements of this Consent Agreement, the Stay of Suspension of Licensee's license to practice nursing in the State of Kansas, shall be lifted for a period of six months from the date of said finding. Licensee will not be allowed to practice nursing in the state of Kansas during the period of suspension.

21. Licensee acknowledges and agrees that upon a second or subsequent finding of Licensee not complying with the conditions or requirements of this Consent Agreement the Stay of Suspension of Licensee's license to practice nursing in the State of Kansas, shall be lifted for a period of one year from the date of said finding. Licensee will not be allowed to practice nursing in the state of Kansas during the period of suspension.

22. Licensee acknowledges and agrees that upon the Stay of Suspension being lifted due to a finding of non-compliance with this Consent Agreement, the Suspension will not again be Stayed until the Licensee has, following the prescribed time period of suspension, provided written verification to the Board that Licensee is in compliance with all conditions and requirements of this Consent Agreement. Upon the Licensee providing said written verification the suspension will again be stayed.

23. The Board will inactivate this case file once Licensee satisfies this agreement. This agreement does not prohibit the agency from taking disciplinary action against Licensee's

license for any additional or cumulative violation of the Kansas Nurse Practice Act committed by the Licensee before or after this agreement is entered into.

24. This agreement is a discipline and must be reported on any future renewal or reinstatement applications. This agreement is a contract entered into by the parties to resolve an investigative case. The original of this agreement shall be placed in the Agency Record and is a public record.

25. After successful completion of all of the conditions and requirements of this Consent Agreement by the Licensee, the Consent Agreement will be satisfied and the case will be inactivated.

26. By signing this Consent Agreement and Final Order, Licensee acknowledges that Licensee has read and understands the entire document, and agrees to be bound by its terms. This Consent Agreement and Final Order constitute the entire agreement of the parties and may not be modified except in writing and approved by all parties.

27. The hearing/presiding officer whose signature appears below has been designated pursuant to K.S.A. 77-514 and K.S.A. 77-526 to act on behalf of the Board/agency head and to hear discipline cases on behalf of the Board/agency head and to render either initial orders or final orders, if by agreement of both parties, in those discipline cases.

IN WITNESS WHEREOF, the parties hereto execute this CONSENT AGREEMENT AND FINAL ORDER.

IT IS SO ORDERED.

Susan R. Quinn
Licensee
4469 131st Rd.
Rock, KS 67131

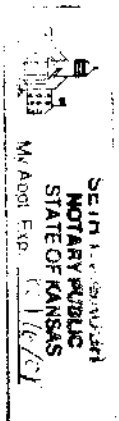
Susan R. Quinn must sign before a Notary Public.

State of Kansas, County of County ss.
SUBSCRIBED AND SWORN TO before me by Susan R. Quinn

on this 12 day of August, 2007.

Signature of Notary Public

Commission Expires 12/31/08
(Notary Public Seal)



Mark A. Knight, #12183
Assistant Attorney General
Kansas State Board of Nursing
Landon State Office Building
900 SW Jackson #1051
Topeka, KS 66612

Sandra L. Sharon, Hearing Officer

CERTIFICATE OF SERVICE

On the 20th day of August, 2007, I mailed a copy of this CONSENT AGREEMENT AND FINAL ORDER to:

Susan R. Quinn
4469 131st Rd.
Rock, KS 67131

Mark A. Knight, #12183
Assistant Attorney General
Kansas State Board of Nursing
Landon State Office Building
900 SW Jackson #1051
Topeka, KS 66612