

Rex G. Beasley #08777
Assistant Attorney General
Kansas State Board of Nursing
Landon State Office Building
900 SW Jackson, Suite 551-S
Topeka, Kansas 66612-1230

BEFORE THE KANSAS STATE BOARD OF NURSING
LANDON STATE OFFICE BUILDING
900 S.W. JACKSON, #551-S
TOPEKA, KANSAS 66612-1230
785 296-8401

IN THE MATTER)
)
OF) Case No: 91-222-0
)
CARLA J. LANCASTER JUNG)
LICENSE NO. 13-055947-012)

FINAL ORDER

ON THE 3rd day of November, 1998 this matter came on for hearing before Terry E. Beck the Board's designated Hearing Officer on the Petitions filed by the Kansas State Board of Nursing. The Respondent appeared in person. The Kansas State Board of Nursing appeared by and through Assistant Attorney General Rex G. Beasley, Disciplinary Counsel for the Board.

THEREUPON the parties announced that they have entered into Consent Agreement which is attached hereto. The parties requested that the Agreement be approved and that a Final Order be entered which contains the findings of fact and conclusions of law contained herein.

THEREUPON the Hearing officer made the following fact, and conclusions of law, and entered the following Final Order:

1. The Kansas State Board of Nursing has jurisdiction over the Respondent and the subject matter.

2. Respondent has voluntarily waived all further procedural steps, including but not limited to any rights to seek judicial review and has agreed to the entry of this Final Order.

3. In the past Respondent has violated the Kansas Nurse Practice Act for which disciplinary action has been taken.

4. Respondent is licensed to practice as a registered professional nurse (R.N.) in the State of Kansas, having been issued license number 13-055947-012, with an expiration date of January 31, 2000..

5. The Board has previously received information and conducted investigations into whether Respondent violated the Kansas Nurse Practice Act and is competent to practice nursing. Based on those investigations the Board's investigative committee found there are reasonable grounds to believe Respondent violated the Kansas Nurse Practice Act and that under some circumstances is not competent to practice nursing. The Board, by and through its committee, referred these matters for disciplinary action. It was determined that Respondent has a history of drug abuse. As a result the Board has taken disciplinary action against Respondent. Respondent's license has been limited so as to preclude her from administering any medication that is a controlled substance, narcotic, and other mood altering drugs, and Respondent was not allowed to carry keys to storage areas for said substances. Respondent has been limited to nursing in a non clinical setting. Over time these limitations and restrictions have been modified. At the present time there are no limitations on her license in her current employment setting. However, in the event Respondent changes jobs to a clinical nursing setting involving the administration of drugs and medicines Respondent is currently required to notify the Board which will determine if monitoring is necessary..

6. Respondent admits to having a history of drug abuse, and in the past to having stolen drugs from her employers, testing positive for drugs while on duty, to having failed in programs designed to help her stay drug free, and to having violated the Kansas Nurse Practice Act. Respondent now represents that she is drug free, has been since December 30, 1992 and desires to have all limitations and restrictions on her license lifted.

7. Respondent is aware she has the burden of proof and that she also has certain rights in these matters which may include the right to a formal hearing; the right to see and hear the evidence against her and to cross-examine witnesses against her; the right to present witnesses and evidence on her behalf; and the right to seek reconsideration, review or appeal of the findings from the hearings in these matters. Respondent knowingly and intelligently waives, or gives up, her rights and enters into this agreement to resolve these matters instead of proceeding to hearings.

8. By entering into this Consent Agreement and consenting to the entry of the Final Order, both parties waive their right to a full administrative hearing pursuant to K.S.A. 65-1120(b) and K.S.A. 77-523 and to judicial review.

9. The Consent Agreement and this Final Order are not intended to be, nor will they will operate as, a waiver or estoppel of the Board's right to take action against Respondent for any act or omission not specifically made a part of this agreement.

10. Pursuant to the disciplinary remedies available in K.S.A. 65-1120, and the parties agreement the limitations on Respondent's license should be removed allowing the Respondent to continue to practice under the following terms and conditions:

(a) Respondent must remain in N.A. and provide the Board with evidence of regular attendance.

(b) Respondent will advise the Board of the date of all evaluations for addictive behavior and the name and address of the person doing the evaluation. Said notice will be given to the Board within 48 hours of the evaluation. Reports will be provided to the Board within 14 business days of the evaluation

(c) Respondent must submit to random drug screens as determined or selected by the Board. The costs of the drug screens will be paid by the Respondent. The Board will contact a testing laboratory in Kansas City or near Respondent's home or work. The testing laboratory will call Respondent for random drug screens. Respondent will appear for a drug screen within 24 hours of being called. The drug screens must be random and meet all criteria established by the Board. The results of any drug screen specifically requested by the Board will be sent directly to the Board.

(d) Respondent must abstain from the use of all controlled substances except as prescribed for her by a licensed medical provider from whom she seeks medical attention. Respondent shall inform all providers who authorize prescriptions for narcotics, mood altering drugs, or other pain relief for her of her dependency on controlled substances and Respondent shall cause all such providers to submit written reports within ten (10) days of each prescription to the Board. The written reports shall identify the medication prescribed, the reason for the prescription, the dosage, the date of prescription, and the number of refills authorized.

(e) Respondent shall notify all employers of this Agreement and shall cause her employer(s) to provide quarterly reports for the period of her licensure. The reports shall be prepared by Respondent's immediate supervisor, by an R.N. who evaluates her performance on a regular basis, or by a member of management of her employer who has first hand knowledge of Respondent's performance. Such reports shall include information regarding attendance,

performance and documentation. The quarterly reports shall be due, January 20, 1999, April 20, 1999, July 20, 1999, October 20, 1999, and January 20, 2000. If Respondent is not employed as a nurse for a period of time included in this schedule she shall immediately inform the Board. Respondent's employer may submit copies of employee evaluations conducted during a quarter in lieu of a report for that quarter. These reports or evaluations shall be sent by the employer or person conducting the evaluation to the attention of the Board's Practice Specialist, Kansas State Board of Nursing, Landon State Office Building, 900 S.W. Jackson, Suite 551-S, Topeka, Kansas 66612-1230.

(f) Respondent shall comply with all laws and regulations governing the practice of nursing.

(g) Respondent agrees to sign any release(s) necessary so that all, reports, tests, or evaluations may be forwarded to the Kansas State Board of Nursing to the attention of the Board's Practice Specialist. In addition, upon request the Respondent will provide the Board with any release necessary to confirm that Respondent remains drug and alcohol free. The revocation of any release will be a breach of this agreement.

(h) Respondent agrees to notify the Board's Practice Specialist of the name of her employer and immediate supervisor within fourteen (14) calendar days from the signing of this Agreement and within fourteen (14) calendar days of any change of employment or change in immediate supervisor.

(i) Respondent agrees to notify the Board's Practice Specialist of any changes in her name, address, and phone number as well as all employment terminations or employer changes or additions. All such notifications shall be made within fourteen (14) calendar days of such a change.

(j) Respondent shall immediately notify the Board of any use of controlled substances.

(k) Respondent shall receive new license card which shall be issued without any restrictions or limitations placed in the status code portion of the license card.

11. Respondent understands that the Board is reluctantly agreeing to give her one more chance and that this is her last chance. Respondent admits and agrees that any use by her of controlled substances, except as specifically allowed herein will not only be a violation of this agreement, but also independent grounds for additional discipline pursuant to K.S.A. 65-1120, and may, at the sole discretion of the Board, constitute conclusive and irrefutable proof that she should not be licensed to practice nursing and will justify immediate action to revoke or suspend her license to practice nursing. Within 48 hours of any request, Respondent shall surrender her license to the Board if the Board, after any investigation, determines that she has violated the terms and conditions of this agreement. If Respondent fails to surrender her license to the Board within 48 hours of a request as provided above, the Board will be authorized and justified in taking emergency action against her pursuant to K.S.A. 77-537. Furthermore, in the event the Board should move for an order lifting the stay the only issue will be whether Respondent has strictly complied with every term and condition herein.

12. Pursuant to K.S.A. 45-215 et seq., the signed original of this Agreement shall remain in the custody of the Board as a public record.

13. In deciding to enter into this agreement the Respondent relied upon her own knowledge and judgment and did not rely on any statement, representation or promise from the Board or anyone acting on its behalf.

14. Any unsatisfactory reports from the Kansas Nurse Assistance Program, by Respondent's supervisor in nursing, or any reports of a reportable incident under Risk Management Law, or a violation of the Kansas Nurse Practice Act, or failure to comply with any of the conditions of this Agreement may, at the sole discretion of the Board, constitute a breach of this Agreement and may result in further proceedings against respondent under the Kansas Administrative Procedures Act.

15. Each and every condition outlined in this Agreement is mandatory and if she fails to meet any one of the conditions the Board will proceed to cause a petition or other proceedings to be filed in this matter and that a full adjudicative proceeding will follow. Respondent further understands that as a result she may be fined and her license may be denied, suspended, limited, revoked, pursuant to K.S.A. 65-1120 or K.S.A. 74-1110.

16. Once approved, all stipulations, agreements and admissions made herein are binding upon the Respondent in the event it is necessary to hold any further hearing in these or any other proceedings.

17. Nothing contained in this agreement will grant Respondent any right to license renewal.

18. Respondent will be responsible for payment of any costs associated with compliance with this agreement.

19. Respondent will pay costs in the sum of \$35.00 Said payment shall be made to the Board in cash or money order and shall be paid within 60 days of the entry of the Final Order.

20. The parties' agreement will apply to the next licensing period. Accordingly, Respondent agrees and consents that any future license may be granted subject to the same terms,

limitations and conditions contained herein. Provided however the Board may waive any or all of the reporting requirements.

IT IS THEREFORE ORDERED that Respondent shall be granted an unrestricted license. Respondent is subject to the terms and conditions contained herein. Costs of the action in the sum of (\$35.00) are hereby taxed to Respondent. The costs shall be paid to the Board by cash, money order, or certified check within 60 days of the date of this Final Order.

IT IS SO ORDERED.

Dated this 3rd day of November, 1998



TERRY E. BECK
HEARING OFFICER

APPROVED



CARLA J. LANCASTER JUNG
Respondent

DATE November 3, 1998



REX G. BEASLEY
Assistant Attorney General Disciplinary Counsel

DATE November 3, 1998

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CARLA J. LANCASTER JUNG)
LICENSE NO. 13-055947-012)

CONSENT AGREEMENT

COME NOW the Petitioner, the Kansas State Board of Nursing, hereinafter referred to as the "Board", by and through Assistant Attorney General Rex G. Beasley, and the Respondent, Carla J. Lancaster Jung personally, with the intent and purpose of settling all issues currently before the Board without the necessity of a formal hearing, and respectfully request that the Board, or its designee, approve this Consent Agreement and enter the Final Order presented as the resolution in this case.

STIPULATION OF FACTS AND AGREEMENT

In lieu of proceeding to a full administrative hearing, the parties agree to enter into and be bound by the following admissions and stipulations, and this agreement.

1. Respondent is licensed to practice as a registered professional nurse (R.N.) in the State of Kansas, having been issued license number 13-055947-012, with an expiration date of January 31, 2000..

2. The Board has previously received information and conducted investigations into whether Respondent violated the Kansas Nurse Practice Act and is competent to practice nursing. Based on those investigations the Board's investigative committee found there are reasonable grounds to believe Respondent violated the Kansas Nurse Practice Act and that under some circumstances is not competent to practice nursing. The Board, by and through its committee, referred these matters for disciplinary action. It was determined that Respondent has a history of drug abuse. As a result the Board has taken disciplinary action against Respondent. Respondent's license has been limited so as to preclude her from administering any medication that is a controlled substance, narcotic, and other mood altering drugs, and Respondent was not allowed to carry keys to storage areas for said substances. Respondent has been limited to nursing in a non clinical setting. Over time these limitations and restrictions have been modified. At the present time there are no limitations on her license in her current employment setting. However, in the event Respondent changes jobs to a clinical nursing setting involving the administration of drugs and medicines Respondent is currently required to notify the Board which will determine if monitoring is necessary..

3. Respondent admits to having a history of drug abuse, and in the past to having stolen drugs from her employers, testing positive for drugs while on duty, to having failed in programs designed to help her stay drug free, and to having violated the Kansas Nurse Practice Act. Respondent now represents that she is drug free, has been since December 30, 1992 and desires to have all limitations and restrictions on her license lifted.

4. Respondent is aware she has the burden of proof and that she also has certain rights in these matters which may include the right to a formal hearing; the right to see and hear the evidence against her and to cross-examine witnesses against her; the right to present witnesses and evidence on her behalf; and the right to seek reconsideration, review or appeal of the findings from the hearings in these matters. Respondent knowingly and intelligently waives, or gives up, her rights and enters into this agreement to resolve these matters instead of proceeding to hearings.

5. By entering into this Consent Agreement and consenting to the entry of the Final Order, both parties waive their right to a full administrative hearing pursuant to K.S.A. 65-1120(b) and K.S.A. 77-523 and to judicial review.

6. Respondent acknowledges and agrees that this Consent Agreement and the Final Order are not intended to be, nor will they will operate as, a waiver or estoppel of the Board's right to take action against Respondent for any act or omission not specifically made a part of this agreement.

7. Pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the limitations on Respondent's license should be removed allowing the Respondent to continue to practice under the following terms and conditions:

(a) Respondent must remain in N.A. and provide the Board with the evidence of regular attendance.

(b) Respondent will advise the Board of the date of all evaluations for addictive behavior and the name and address of the person doing the evaluation. Said notice will be given to the Board within 48 hours of the evaluation. Reports will be provided to the Board within 14 business days of the evaluation

(c) Respondent must submit to random drug screens as determined or selected by the Board. The costs of the drug screens will be paid by the Respondent. The Board will contact a testing laboratory in Kansas City or near Respondent's home or work. The testing laboratory will call Respondent for random drug screens. Respondent will appear for a drug screen within 24 hours of being called. The drug screens must be random and meet all criteria established by the Board. The results of any drug screen specifically requested by the Board will be sent directly to the Board.

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(e) Respondent shall notify all employers of this Agreement and shall cause her employer(s) to provide quarterly reports for the period of her licensure. The reports shall be prepared by Respondent's immediate supervisor, by an R.N. who evaluates her performance on a regular basis, or by a member of management of her employer who has first hand knowledge of Respondent's performance. Such reports shall include information regarding attendance, performance and documentation. The quarterly reports shall be due, January 20, 1999, April 20, 1999, July 20, 1999, October 20, 1999, and January 20, 2000. If Respondent is not employed as a nurse for a period of time included in this schedule she shall immediately inform the Board. Respondent's employer may submit copies of employee evaluations conducted during a quarter in lieu of a report for that quarter. These reports or evaluations shall be sent by the employer or person

conducting the evaluation to the attention of the Board's Practice Specialist, Kansas State Board of Nursing, Landon State Office Building, 900 S.W. Jackson, Suite 551-S, Topeka, Kansas 66612-1230.

(f) Respondent shall comply with all laws and regulations governing the practice of nursing.

(g) Respondent agrees to sign any release(s) necessary so that all, reports, tests, or evaluations may be forwarded to the Kansas State Board of Nursing to the attention of the Board's Practice Specialist. In addition, upon request the Respondent will provide the Board with any release necessary to confirm that Respondent remains drug and alcohol free. The revocation of any release will be a breach of this agreement.

(h) Respondent agrees to notify the Board's Practice Specialist of the name of her employer and immediate supervisor within fourteen (14) calendar days from the signing of this Agreement and within fourteen (14) calendar days of any change of employment or change in immediate supervisor.

(i) Respondent agrees to notify the Board's Practice Specialist of any changes in her name, address, and phone number as well as all employment terminations or employer changes or additions. All such notifications shall be made within fourteen (14) calendar days of such a change.

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(k) Respondent shall receive new license card which shall be issued without any restrictions or limitations placed in the status code portion of the license card.

9. Respondent understands that the Board is reluctantly agreeing to give her one more chance and that this is her last chance. Respondent admits and agrees that any use by her of

controlled substances, except as specifically allowed herein will not only be a violation of this agreement, but also independent grounds for additional discipline pursuant to K.S.A. 65-1120, and may, at the sole discretion of the Board, constitute conclusive and irrefutable proof that she should not be licensed to practice nursing and will justify immediate action to revoke or suspend her license to practice nursing. Respondent agrees that within 48 hours of any request, she will surrender her license to the Board if the Board, after any investigation, determines that she is has violated the terms and conditions of this agreement. Respondent further agrees that, if she fails to surrender her license to the Board within 48 hours of a request as provided above, the Board will be authorized and justified in taking emergency action against her pursuant to K.S.A. 77-537. Furthermore, in the event the Board should move for an order lifting the stay the only issue will be whether Respondent has strictly complied with every term and condition herein.

10. It is understood that this agreement is subject to the approval of the Board. Should the Board, or its designee, modify or change the agreement in any manner unsatisfactory to either party, or disapprove it, either party may withdraw its consent and this document, and all agreements herein shall be void, and the matter will proceed to hearing.

11. The Parties understand and acknowledge that, pursuant to K.S.A. 45-215 et seq., the signed original of this Agreement shall remain in the custody of the Board as a public record.

12. In deciding to enter into this agreement the Respondent relied upon her own knowledge and judgment and did not rely on any statement, representation or promise from the Board or anyone acting on its behalf

13. Respondent understands that any unsatisfactory reports from the Kansas Nurse Assistance Program, by her supervisor in nursing, or any reports of a reportable incident under Risk Management Law, or a violation of the Kansas Nurse Practice Act, or failure to comply with any of

the conditions of this Agreement may, at the sole discretion of the Board, constitute a breach of this Agreement and may result in further proceedings against respondent under the Kansas Administrative Procedures Act.

14. Respondent further understands that each and every condition outlined in this Agreement is mandatory and if she fails to meet any one of the conditions the Board will proceed to cause a petition or other proceedings to be filed in this matter and that a full adjudicative proceeding will follow. Respondent further understands that as a result she may be fined and her license may be denied, suspended, limited, revoked, pursuant to K.S.A. 65-1120 or K.S.A. 74-1110.

15. It is agreed by the parties that, once approved, all stipulations, agreements and admissions made herein are binding upon the Respondent in the event it is necessary to hold any further hearing in these or any other proceedings.

16. Both parties agree that this Agreement will take effect upon the date of the signature of the Assistant Attorney General and will be subject to the laws of the State of Kansas.

17. Respondent acknowledges and agrees that nothing contained in this agreement will grant her any right to license renewal.

18. By signing this agreement, Respondent acknowledges that she has read and understands the entire document, and agrees to be bound by its terms. This agreement constitutes the entire agreement of the parties and may not be modified except in writing and approved by all parties.

19. Nothing in this document shall be construed to deny the Board jurisdiction to investigate other alleged violations of the Nurse Practice Act regardless of when received.

20. Respondent will be responsible for payment of any costs associated with compliance with this agreement.

21. Respondent will pay costs in the sum of \$35.00 Said payment shall be made to the Board in cash or money order and shall be paid within 60 days of the entry of the Final Order.

22. Respondent acknowledges that each and ever term and condition imposed herein is mandatory and that she is required to comply with each and every one. An express or implied waiver of one or more conditions shall not operate as a waiver of any other nor constitute an estoppel or bar to the enforcement of any other term or condition of this agreement. Respondent understands that it is her responsibly to insure that all reports required to be submitted to the Board, including those from her employer of other third party are submitted in a timely manner.

23. It is the intent of the parties that this agreement apply to the next licensing period. Accordingly, Respondent agrees and consents that any future license may be granted subject to the same terms, limitations and conditions contained herein. Provided however the Board may waive any or all of the reporting requirements.

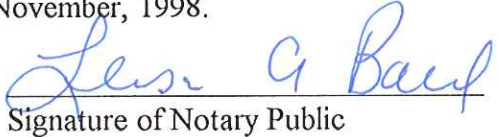
IN WITNESS WHEREOF, the parties hereto execute this Consent Agreement and request that a Final Order be entered.


CARLA J. LANCASTER JUNG
Respondent

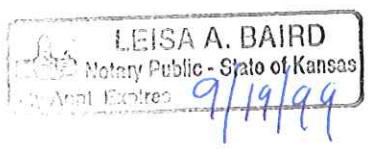
DATE November 3, 1998

STATE OF KANSAS)
) SS
COUNTY OF SHAWNEE)

Subscribed and Sworn to before me, this 3rd day of November, 1998.


Signature of Notary Public

My commission expires on 9/19/99



APPROVED:

A handwritten signature in blue ink, appearing to read "Rex G. Beasley", is written over a horizontal line.

DATE November 3, 1998

REX G. BEASLEY
Assistant Attorney General Disciplinary Counsel

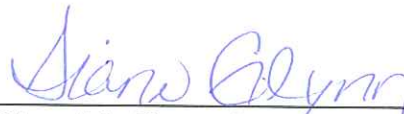
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Consent Agreement and Final Order was served by depositing same in the United States Mail, first class postage prepaid, this 3rd day of November, 1998 to:

Carla Lancaster Jung
3130 N 157th Terrace
Basehor, Kansas 66007

and hand delivered a copy to

Rex G. Beasley
Assistant Attorney General
Kansas State Board of Nursing
Landon State Office Building
900 SW Jackson Suite 551-S
Topeka, Kansas 66612-1230



Diane M. Glynn, J.D., R.N.
Practice Specialist