

**BEFORE THE KANSAS STATE BOARD OF NURSING** 11 JUN '07 AM 11:48

Landon State Office Building, 900 S.W. Jackson #1051  
Topeka, Kansas 66612-1230

**IN THE MATTER OF  
KAREN WILSON  
License No. 13-058853-051**

**Case No. 06-572-1**

**CONSENT AGREEMENT AND FINAL ORDER**

NOW ON THIS 11<sup>th</sup> day of June, 2007, the Kansas State Board of Nursing, represented by Assistant Attorney General, Mark A. Knight, and the Licensee, Karen Wilson, 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 5/31/2007. 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 1203 N. Carlton Ave, Liberal, KS 67901.
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 applicants 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 mental illness. Licensee has been diagnosed with depression and factitious disorder. These disorders cause periods of incompetence to practice nursing on Licensee's part.

(b) Licensee reports that "it seems that I am addicted to medical care for myself."

Licensee on many occasions has faked medical conditions in order to obtain medical treatment for herself. Licensee has induced symptoms on herself in order to obtain medical treatment including numerous admissions to emergency room facilities.

(c) Licensee reports her urges to seek medical treatment occur when she is on her own time, alone or with her family. Licensee reports that her patients are very important and that she would never to do anything to jeopardize patient safety.

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)(3), Professional Incompetency by K.S.A. 65-1120(e)(3), a pattern of practice or other behavior which demonstrates a manifest incapacity or incompetence to practice nursing.

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 applicants 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)(3), Professional Incompetency by K.S.A. 65-1120(e)(3), a pattern of practice or other behavior which demonstrates a manifest incapacity or incompetence to practice nursing.

#### **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 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 any and all releases of information necessary for KNAP to evaluate and monitor Licensee and for KNAP to report information to the board. Noncompliance with KNAP is a violation of this agreement.**

**(c) Licensee's license to practice nursing in Kansas is limited to employment in positions where Licensee does not have direct patient contact. This employment limitation on Licensee's license will be reviewed twelve (12) months after the effective date of this consent agreement and final order and every six (6) months thereafter. The review will be based on the following:**

**(1) KNAP will obtain, pursuant to releases signed by Licensee, information from all medical insurance carriers that have Licensee enrolled as an insured for medical and or mental health insurance. KNAP will review the above information to determine whether Licensee has presented to a facility for emergency treatment. KNAP will review the above information to determine whether Licensee has presented to a facility for inpatient mental health treatment. In reviewing the above information, KNAP will make no distinction between treatment that was medically necessary and treatment that was the result of Licensee's urges to seek medical attention.**

**(2) Based on the above information obtained by KNAP, If Licensee presents to a facility for emergency treatment twice within the first twelve months after entering this consent agreement and final order then the employment limitation will remain in place.**

**(3) Based on the above information obtained by KNAP, If Licensee presents to a facility for inpatient mental health treatment within the first twelve months after entering this consent agreement and final order then the employment limitation will remain in place.**

**(4) Based on the above information obtained by KNAP and After this consent agreement and final order has been in place more that twelve (12) months, If Licensee presents to a facility for emergency treatment within a six month review period, the employment limitation will remain in place.**

**(5) Based on the above information obtained by KNAP and After this consent agreement and final order has been in place more that twelve (12) months, If Licensee presents to an inpatient mental health facility for inpatient mental health treatment within a six month review period, the employment limitation will remain in place.**

**(6) The employment limitation will be removed from Licensee's nursing license after the Licensee completes twelve consecutive months without a continuation of the employment limitation based on any of the above paragraphs and the Licensee is compliant with all other terms of this consent agreement and final order.**

**(d) Licensee will Submit Reports from the Licensee's employer to the attention of the Legal Division, Kansas State Board of Nursing, Landon State Office Building, 900 S.W. Jackson, Suite 1051, Topeka, Kansas 66612-1230 on the following schedule: Once Licensee is employed in a position that utilizes her nursing license, or if Licensee is currently employed in a position that utilizes her nursing license, a nursing performance report is due by the 10th day of every third Month until Licensee has completed this consent agreement and final order. The report shall be prepared and signed by Licensee's immediate supervisor or by an R.N. who evaluates Licensee's performance on a regular basis and be based on the following**

guidelines: (1) Incorporation of information on facility letterhead stationary is preferred. (2) Letter format is acceptable, with the date of the report identified. (3) Evaluator's name, telephone number, address, license number and nursing credentials. (4) Licensee's name, address, telephone number, license number. (5) A short explanation of the Licensee's duties and whether or not Licensee's duties include direct patient contact.

(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.

(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. Successful completion means Licensee has met the conditions for removal of the employment limitation and is in compliance with all other conditions and requirements of this Consent Agreement and Final Order.

26. Licensee acknowledges and agrees that the review criteria listed in paragraphs (c), (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and (c)(6) of this consent agreement and final order are for monitoring purposes and are not meant to keep Licensee from seeking mental health or medical treatment. Further, Licensee acknowledges and agrees that no part of this consent agreement and final order is meant to keep Licensee from seeking mental health or medical treatment.

27. Licensee hereby releases the Kansas State Board of Nursing, its employees and agents, from all claims, to mean those damages, actions, liabilities and causes of actions, both administrative and civil, including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall discharge the Kansas State Board of Nursing of any and all claims or demands of every kind and nature that Licensee has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Licensee shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding or any description against the Kansas State Board of Nursing, its employees or agents, arising out of acts leading to the execution of this Consent Agreement and Final Order or the contents of this Consent Agreement and Final Order.

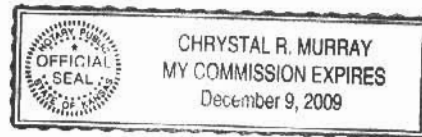


28. By signing this Consent Agreement and Final Order, Licensee acknowledges that Licensee has read and understands the entire document, and agrees to be bound by its terms. This Consent Agreement and Final Order constitute the entire agreement of the parties and may not be modified except in writing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

29. 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




 Karen Wilson  
Licensee  
1203 N. Carlton Ave  
Liberal, KS 67901

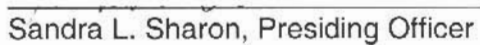
  
Karen Wilson must sign before a Notary Public.

State of Kansas, County of Seward ss.  
SUBSCRIBED AND SWORN TO before, me by Karen Wilson

on this 31 day of May, 2007.

 Signature of Notary Public  
My Commission Expires 12-9-2009  
(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 66612-1230

  
Sandra L. Sharon, Presiding Officer

CERTIFICATE OF SERVICE

On the 13<sup>th</sup> day of June, 2007, I mailed a copy of this CONSENT AGREEMENT AND FINAL ORDER to:

Karen Wilson  
1203 N. Carlton Ave  
Liberal, KS 67901



Mark A. Knight, #12183  
Assistant Attorney General  
Kansas State Board of Nursing  
Landon State Office Building  
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