

**BEFORE THE KANSAS STATE BOARD OF NURSING**

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

**FILED**

**SEP 18 2006**

**KSBN**

**IN THE MATTER OF  
ROSE M. PERSON  
License No. 14-059375-051**

**Case No. 02-429-9, 3-032-7**

**CONSENT AGREEMENT AND FINAL ORDER**

NOW ON THIS 13<sup>th</sup> day of September, 2006, the Kansas State Board of Nursing, represented by Assistant Attorney General, Mark A. Knight, and the Licensee, Rose M. Person, 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 13931 W 150th Ct. Olathe, KS 66062.
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(a) is established.
6. (a) On or about 12/23/2003 Licensee entered a consent agreement with the Kansas State Board of Nursing to resolve case numbers 02-429-9 and 03-032-7. The following are the Agreed Findings of Fact from the 12/23/2003 consent agreement:

"CASE 02-429-9 Licensee was employed at FirstStat, Overland Park, Kansas on 2/13/03 and worked through June 4, 2003.

CASE 03-032-7 Licensee was employed by Superior Health Care Staffing, Inc. (SHSI) Overland Park on Sept. 27, 2002 and was working at St. Luke's South, Overland Park, Kansas in November and December 2002. This incident was prior to the diversion agreement of April 2003, but investigated after the agreement was in place.

On or about 12/17/20/21/ 2002 controlled substances were found missing from the Pyxis. Eight tablets of modafinil were diverted on 12/17/03; 4 tablets of modafinil, 2 percocets and 1 oxycontin were diverted. on 12/20/02.

On or about 12/21/02 the Licensee made the following practice errors at the hospital: put a hemestool x 3 sign on wrong patient's door, failed to implement lab orders, failed to sign off lab orders, and failed to follow a 12 hour required chart check. Licensee failed to draw ordered lab on a patient, did not note the orders, and did not do required 12 hour chart check."

(b) The following are the Conclusions of Law from the 12/23/2003 consent agreement:

"Licensee has violated K.A.R. 60-3-110(r) failing to comply with any disciplinary order of the board by failing to comply with item 5(c) of the Diversion Agreement; Licensee has violated the Kansas Nurse Practice Act K.S.A. 65-1120(a)(6), to be guilty of unprofessional conduct, by diverting drugs K.A.R. 60-3-110(n) and

failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard each patient K.A.R. 60-3-110(c) .

Licensee has violated K.A.R. 60-3-110(s) failing to complete the requirements of the impaired provider program of the board."

(c)

(d)

The order lifted the stay of suspension on Licensee's nursing license from 3/24/05 to 4/4/2005.

(e) On or about 3/18/04 Licensee was convicted of Burglary, non dwelling, K.S.A. 21-3715(b), a level 7 nonperson felony, in the District Court of Douglas County, Kansas.

(f) On or about 7/27/2004 to 11/14/2005 Licensee was employed at the Olathe Medical Center, Olathe, Kansas. On or about 11/6/2005 while working at the Olathe Medical Center Licensee was found to have checked out narcotic medications on more than one occasion for patients not assigned to her. Olathe Medical Center staff also found that Licensee did not properly document her activities regarding narcotic medications in the Medication Administration Record.

(g)

(h)

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)(6), unprofessional conduct by K.A.R. 60-3-110 (n), diverting drugs, supplies, or property of any patient or agency; K.S.A. 65-1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (d), inaccurately recording, falsifying, or altering any record of a patient or agency or of the board; 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; K.S.A. 65-1120(a)(4), to be unable to practice with skill and safety due to current abuse of drugs or alcohol.

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(a) is established.

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

Count 1: K.S.A. 65-1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (n), diverting drugs, supplies, or property of any patient or agency.

Count 2: K.S.A. 65-1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (d), inaccurately recording, falsifying, or altering any record of a patient or agency or of the board.

Count 3: 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.

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

#### **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(b) 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 the conditions and requirements of this agreement. **Upon the parties entering into this Consent Agreement the Licensee's license will be suspended, designated on the license with an "S" but such suspension shall be stayed and Licensee will be allowed to practice under the following conditions:**

(a) **Licensee's license card will have an "L" indicating the limitations on the practice.**

(b) Licensee shall have a **narcotic key restriction on Licensee's license for the first two years 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 two years 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 two years; 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.**

(c) **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.

(d) **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.

(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.

(j) Licensee **shall not seek or accept employment with a nursing registry, a temporary nursing service or agency, a home health care service or agency, or as a private duty nurse** without prior written consent of the Board.

(k) Licensee **shall not seek or accept employment where she would have direct contact with patients or direct contact any narcotic drugs** without prior written consent of the Board.

(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.

(m) 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: Prior to Licensee securing employment that utilizes his or her nursing license, Licensee is to mail to the Kansas State Board of Nursing a statement indicating that Licensee has not yet secured employment which utilizes Licensee's nursing license. This statement is due by the 10th day of each month beginning the next month after signing this consent agreement.

Once Licensee is employed in a position that utilizes his or her nursing license, or if Licensee is currently employed in a position that utilizes his or her nursing license, a nursing performance report is due by the 10th day of every third Month until Licensee has caused the submission of four (4) separate nursing performance reports. 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 work performance in the following areas.
  - a. Standards met regarding facility policies and procedures.
  - b. Compliance with the Kansas Nurse Practice Act.
  - c. Supervisor evaluations.
  - d. Overall appropriateness.
  - e. Interactions with patients.
  - f. Interactions with staff and administration.

(n) **Licensee will mail in her current license card with this agreement.**

14. Licensee is responsible for the costs related to satisfying these conditions and requirements.

15. If Licensee does not meet these 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 agreement, but Licensee could not contest the violations listed in this agreement. All parties understand that if an action based on failure to meet the requirements of the agreement is filed, the Notice of Hearing will be mailed directly to the Licensee. It is the Licensee's responsibility to contact his or her attorney, if any, in reference to the action.



16. 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 Nurse Practice Act committed by the Licensee before or after this agreement is entered into.

17. 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.

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

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

20. 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.

[Redacted Signature]  
Rose M. Person  
Licensee  
13931 W 150th Ct.  
Olathe, KS 66062

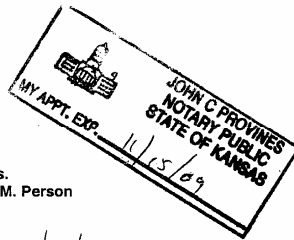
Rose M. Person must sign before a Notary Public.

State of Kansas, County of Johnson ss.  
SUBSCRIBED AND SWORN TO before, me by Rose M. Person

on this 7th day of September, 2006.

Signature of Notary Public

My Commission Expires 11/15/09



(Notary Public Seal)



Mark A. Knight, #12183  
Assistant Attorney General  
Landon State Office Building  
900 SW Jackson #1051  
Topeka, KS 66612-1230



Terry E. Beck, Hearing Officer