

BEFORE THE KANSAS STATE BOARD OF NURSING

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

IN THE MATTER OF
WILLIAM C. MANN
License No. 14-090262-092

Case No. 06-211-7

CONSENT AGREEMENT AND FINAL ORDER

NOW ON THIS 9th day of July, 2007, the Kansas State Board of Nursing, represented by Assistant Attorney General, Mark A. Knight, and the Licensee, William C. Mann, represented by Steve A. Schwarm, 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 as a Registered Nurse, Advanced Registered Nurse Practitioner, and Registered Nurse Anesthetist, in Kansas through 9/30/2008. 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 23715 West 95th St., Lenexa, KS 66227.
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 chemical dependence. On or about 3/2/06 while working at Providence Medical Center, Kansas City, Kansas, Licensee was found in a bathroom stall. When found Licensee was unresponsive and required resuscitation. A syringe was found near Licensee. Once revived Licensee advised several Providence Medical Center staff members that he had injected himself with narcotics.

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 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)(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 licenses 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 licenses, reinstatement of Licensee's nursing licenses 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 licenses to practice nursing in Kansas are immediately suspended. The suspension applies to the Registered Nurse license, Advanced Registered Nurse Practitioner license, and Registered Nurse Anesthetist license held by the licensee. The suspensions 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 licenses to practice nursing in Kansas are immediately limited. The limitations placed on the licenses 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. The limitations placed on the licensee's licenses by this consent agreement may be modified or removed, at the discretion of the Board, upon the licensee providing written information to the board showing that the modification or removal of limitations would not place the public in jeopardy.

16. The Kansas State Board of Nursing will not take additional disciplinary action against Licensee's nursing licenses 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 cards to the Board with this Consent Agreement. Licensee shall receive license cards which shall be issued with an "S" placed in the status code portion of the license cards to indicate that the license is suspended with a Stay. The cards will have an "L" indicating the limitations on the practice. The license limitations in this agreement apply to the Registered Nurse license, Advanced Registered Nurse Practitioner license, and Registered Nurse Anesthetist license held by the Licensee.

(b) **Licensee's nursing employment will be limited to working for Anesthesiology Professionals, of Overland Park, Kansas, with the following limitations and conditions:**

(1) **Licensee will surrender Licensee's narcotics records and supply on demand for random inspection at the completion of each case.**

(2) **Licensee will not have access to the department's narcotic keys except as is absolutely necessary in the performance of Licensee's job.**

(3) **Licensee will not be permitted to accept call assignments.**

(4) **Licensee will submit a comprehensive list of patients who have received controlled substances while in Licensee's care, both as the primary and as a relieving registered nurse anesthetist. This list will be provided to Licensee's supervisor(s) daily and the daily lists provided to the Kansas State Board of Nursing monthly.**

(5) **Licensee will allow Licensee's supervisor(s) access to Licensee's personnel locker for inspection on demand should there be a question about compliance with the conditions listed in this agreement. Licensee agrees further to not keep any type or form of medical supplies, devices, or paraphernalia in Licensee's locker.**

(6) **Licensee will strictly adhere to the pharmacy department's policies and procedures with regard to the dispensing, recording, wasting, and returning of controlled substances.**

(7) **Licensee will avoid the practice of exchanging Licensee's supply of controlled substances with any other registered nurse anesthetist or medical doctor.**

(8) **Licensee will not access the narcotic supplies on other units and that should Licensee need narcotics from their supplies, they will be dispensed by appropriate nursing personnel to Licensee and that Licensee will return all unused portions to the dispensing nurse.**

(9) **Licensee will not accept temporary, agency, supplemental, or self-employed assignments.**

(10) **Licensee will notify Licensee's supervisor(s) within 72 hours of being prescribed mood altering substances by a licensed practitioner.**

(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 Licensee's employer, 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 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 other Month, beginning the next month after signing this consent agreement, for the first year of this consent agreement.

After the first year of this consent agreement, a nursing performance report is due by the 10th day of every third Month, until Licensee has completed this consent agreement.

The report shall be prepared and signed by Licensee's immediate supervisor 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. (g) Whether Licensee is following the employment conditions and requirements listed in this consent agreement.

(k) **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, pursuant K.S.A. 65-1120, K.S.A.77-501 et seq. and to judicial review, to determine whether Licensee 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.

William C. Mann
Licensee
23715 West 95th St.
Lenexa, KS 66227

William C. Mann must sign before a Notary Public.

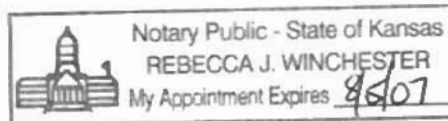
State of Kansas, County of Johnson ss.
SUBSCRIBED AND SWORN TO before, me by William C. Mann

on this 9th day of July, 2007.

Rebecca J. Winchester
Signature of Notary Public

My Commission Expires 8/5/07
(Notary Public Seal)

~~Steve A. Schwarm~~ #13232
Counsel for Licensee *RAVIGRIPAS*
Polsinelli Shalton ~~Wette~~ Suelthaus PC
555 Kansas Ave. Ste. 301
Topeka, KS 66603



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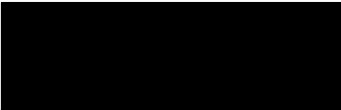
Sandra L. Sharon, Hearing Officer

CERTIFICATE OF SERVICE

On the 16th day of July, 2007, I mailed a copy of this CONSENT AGREEMENT AND FINAL ORDER to:

William C. Mann
23715 West 95th St.
Lenexa, KS 66227

Steve A. Schwarm
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