

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

Filed  
OCT 13 2003  
Board of Nursing

IN THE MATTER )  
 )  
OF DANA MEHRENS )  
LICENSE NO. 14-86563-042 )

CASES NO. 02-698-0

**CONSENT AGREEMENT for SUSPENSION WITH STAY WITH A LIMITED  
LICENSE AND FINAL ORDER**

NOW on this 6th day of October, 2003, the petitioner, the Board of Nursing, represented by disciplinary counsel Betty Wright, and the respondent, Dana Mehrens, enter into the following agreement:

**AGREED FINDINGS OF FACT**

1. Respondent's license to practice nursing expires 4/30/2004.
2. Respondent's address of record is 6507 Sandy Lane, St. Joseph, Missouri, 64504.
3. Respondent's license had lapsed and on the Endorsement Application for 2001 and 2002 licensee had answered "no" to criminal history questions. Respondent does report however that she had 3 DUIs prior to 1990. agreed to participate in and complete recommendations of the KNAP program.
4. Respondent had self referred to KNAP 8/27/02 due to alcohol and controlled substance abuse. In October 2002 KNAP placed respondent on a one year key restriction, due to having been reported with slurred speech at work. She was not accused of diversion of drugs, but appeared impaired on the job. After UDS had low urine creatinine levels in February of 2003, KNAP imposed a key restriction until 12/4/03. Respondent has been successful in her treatment and compliant with KNAP to date. Respondent mailed the license to the Board to surrender June 25, 2003, however currently respondent wishes to practice nursing.
5. After an investigation, the Board's Investigative Committee found reasonable grounds to believe that respondent violated the nurse practice act and referred this matter for further proceedings. The board may deny or limit a nursing license or may issue a censure if a violation

of K.S.A. 65-1120 is established.

6. As the basis for this agreement and its enforcement, it shall be considered that respondent violated the Nurse Practice Act.
7. Respondent does not deny the allegations and acknowledges and stipulates that the Board is prepared to prove those allegations with clear and convincing evidence. The respondent stipulates, for the purpose of resolving this matter, to the entry of a Final Order making those allegations as finding of fact.
8. Respondent 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. Respondent and the Kansas State Board of Nursing are waiving those rights and voluntarily entering into this consent agreement instead of proceeding to such a hearing.
9. 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.

#### **CONCLUSIONS OF LAW**

10. 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.

11. Respondent has violated:

- (a) K.S.A. 65-1120(a)(1) to be guilty of fraud or deceit in practicing nursing or in procuring or attempting to procure a license to practice nursing;
- (b) 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**

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

## **DISPOSITION**

13. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that respondent shall complete the following conditions and requirements of this agreement:

(a) Respondent is currently compliant with the Kansas Nurses Assistance Program (KNAP). Respondent must continue to comply with and remain compliant with all the recommendations and requirements of the program. It is the respondent's obligation to meet all the requirements of the program. Respondent must follow and successfully complete any treatment or counseling recommended. In the event respondent does not qualify for participation in KNAP, respondent shall immediately enroll in such other peer assistance program designated by the Board, and respondent must follow and successfully complete any treatment or counseling recommended.

(b) Respondent 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 respondent. The drug screens must be random and meet all criteria established by the Board. The drug screens will be at least quarterly and may be more frequent as determined by KNAP or the Board. The Board may select and approve the collector. The results of any drug screen specifically requested by the Board will be sent directly to the Board. A positive drug screen shall be deemed a violation of this agreement. Using products containing poppy seeds, hemp, alcohol, or other substances which can cause false positives shall not constitute an acceptable reason for having a false drug screen. A urine specimen which is improperly given or with a creatinine of less than 20mg/dl, or which otherwise indicates that the specimen is diluted shall be deemed to be a positive drug screen. Any drug screen sample which tests positive may be re-tested by respondent pursuant to the following procedure. Respondent must exercise her option to have his specimen retested within 72 hours of notification to him of the positive test result. Notification to respondent will be deemed to have

been made when he is orally notified of the test result. Furthermore, in the event that both the original and any subsequent tests are positive, respondent shall have the right to request a hearing. The issues at such a hearing shall be limited to whether the specimen tested was that of respondent and if appropriate testing procedures were followed, and the burden of proof will be on the respondent.

(c) Respondent must abstain from the use of all controlled substances except as prescribed for legitimate reasons by a licensed medical provider from whom he/she seeks medical attention. Respondent shall inform all providers who authorize prescriptions for narcotics, psychotropic medicines, or other mood altering drugs, or other pain relief for him of this Consent Agreement and the Final Order. Respondent shall submit written reports to the Legal Division of the Board within ten (10) days of each prescription. 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. Respondent agrees that if he/she accepts a prescription for narcotics, psychotropic medicines, or other mood altering drugs, that the Board may impose additional requirements or terms. Provided, however, respondent may challenge the need for additional terms and conditions.

(d) Respondent shall not pick up any controlled substance from any pharmacy except that which has been specifically prescribed for him.

(e) Respondent shall not obtain or possess any drug samples or other drugs which are not obtained by him pursuant to a valid prescription. Provided however, the prohibition of this paragraph applies only to controlled substances.

(f) When respondent is approved for practice by KNAP, he/she shall immediately inform all employers, prospective employers, and the director of any nursing education program, involving any clinical component, in which he enrolls or teaches, of this Consent Agreement and the Final Order. Within fourteen (14) days of this Consent Agreement and the Final Order, and within fourteen (14) days of any change of employment respondent shall cause employer to notify the Board in writing of the employer's receipt of copies of this Consent Agreement and the Final

Order. Respondent shall also cause employer(s) to provide **quarterly reports** for the period of one year. The reports shall be prepared by respondent's immediate supervisor or by an R.N. who evaluates his/her performance on a regular basis. Such reports shall include information regarding attendance, performance and documentation. 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 Legal Division, Kansas State Board of Nursing, Landon State Office Building, 900 S.W. Jackson, Suite 1051, Topeka, Kansas 66612-1230.

(g) Respondent shall comply with all laws and regulations governing the practice of nursing. Respondent shall also comply with all laws and regulations of the United States of America and its States. Minor traffic violations will not automatically be deemed a violation of this Consent Agreement and Final Order. Depending on the circumstances, repeated minor traffic violations could, however, be evidence of a pattern and practice which may demonstrate a manifest incapacity to practice nursing. Traffic offenses involving drugs or alcohol are not minor traffic offenses and will be deemed to be a violation of this Consent Agreement and Final Order.

(h) 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 Legal Division. In addition, upon request the respondent will provide the Board with any release necessary to confirm that respondent remains alcohol and drug free. The revocation of any release will be a breach of this Consent Agreement. Said records shall not be kept as public records.

(i) Respondent agrees to notify the Legal Division of the name of his/her employer and immediate supervisor within fourteen (14) days from the date he accepts employment and within fourteen (14) days of any change of employment or change in immediate supervisor.

(j) Respondent 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.

(k) Respondent shall immediately notify the Board of any use of controlled substances, or any violation of this Consent Agreement and Final Order.

(l) Respondent 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. The suspension will be **stayed** as long as requirements within this agreement are met. The card will have an "L" indicating the limitations on the practice.

(m) Respondent shall not work as a director of nursing or in a charge or supervising position while restrictions on his license continue.

(n) Respondent shall not handle or administer any controlled substances, nor shall respondent be involved with retrieval of, or assist in the retrieval, of such substances from the pharmacy, nor shall he participate, directly, indirectly, or as a witness, in the destruction or wasting of such substances. Respondent shall **not carry keys** for, or have access to, storage areas where controlled substances are stored or kept. Respondent will not write out or call in any prescriptions for narcotics, psychotropic medications or mood altering drugs for respondent, family members, or anyone else who is not a patient of current employer. In the event respondent or any member of family has a legitimate prescription for which refills have been authorized, this provision does not prohibit respondent from calling a pharmacy with a request to have the authorized refill processed. Provided, however, violations of these provisions necessitated by a true medical emergency, shall be dealt with on a case by case basis, and the respondent will have the burden of establishing that a true medical emergency situation existed.

(o) Respondent 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.

(p) Respondent may **not work in direct patient care.**

14. Respondent admits that any use of controlled substances, except as specifically allowed herein, will not only be a violation of this Consent 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 respondent should not be licensed to practice nursing, and will justify immediate action to revoke or suspend respondent's license to practice nursing. Respondent agrees that **within 48 hours of any request**, he/she will surrender nursing license to the Board by mailing to the Legal Division, if the Board, after any investigation, determines that he/she has violated the terms and conditions of this Consent Agreement and Final Order. Respondent further agrees that, if he/she fails to surrender the license to the Board within 48 hours of a request as provided above, the Board will be authorized and justified in taking action pursuant to K.S.A. 77-501, including emergency action against her pursuant to K.S.A. 77-536. Furthermore, in the event the Board should move for an order revoking respondent's license, the only issue will be whether respondent has strictly complied with every term and condition herein.

15. Respondent understands that any unsatisfactory reports from the Kansas Nurse Assistance Program, from a supervisor, 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 Consent Agreement and Final Order may, at the sole discretion of the Board, constitute a breach of this agreement and the Final Order, and may result in further proceedings against respondent under the Kansas Administrative Procedures Act.

16. Respondent further understands that each and every condition outlined in this Consent Agreement is mandatory and if he 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 he/she may be denied, suspended, limited, or revoked pursuant to K.S.A.65-1120 or K.S.A. 74-1110.

17. In deciding to enter into this Consent Agreement the respondent relied upon his/her own knowledge and judgment and did not rely on any statement, representation or promise from the Board or anyone acting on its behalf. Respondent further acknowledges that he/she entered into this Consent Agreement and consented to the entry of the Final Order freely, knowingly, and voluntarily, and without any coercion, pressure, or duress from the Board or anyone on its behalf.

18. Respondent acknowledges and agrees that neither this Consent Agreement or the Final Order are intended to be , nor will they 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, and that nothing in this Consent Agreement and Final Order shall be construed to deny the Board jurisdiction to investigate and prosecute other alleged violations of the Nurse Practice Act regardless of when they occur(ed) or when called to the attention of the Board. Respondent acknowledges that each and every 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 Consent Agreement.

19. Respondent acknowledges and understands that he/she will be responsible for payment of any costs associated with compliance with this Consent Agreement, and that it is his/her responsibility to insure that all reports required to be submitted to the Board, including those of employer or other third party, are submitted in a timely manner.

20. Respondent will pay costs in the sum of **\$70.00**. Said payment shall be made to the Board by certified check, or money order upon entering this agreement.

21. By signing this Consent Agreement, respondent acknowledges that he/she 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.

#### **IN CONCLUSION**

22. Licensee has **limited** practice, must be **supervised**, has a **key restriction**, can **not work 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, no direct patient care.


23. This case will be inactivated and a card with no limitation or suspension will be issued when:

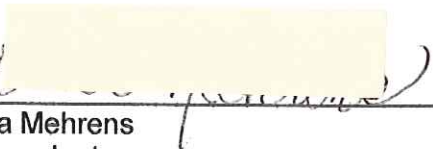
- a) **four satisfactory quarterly reports** are received from one year's employment;



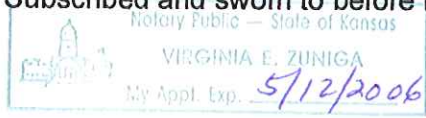
- b) respondent is compliant with KNAP;
- c) cost of \$70 is paid;
- d) No further violations of the Nurse Practice Act are reported.


IN WITNESS WHEREOF, the parties hereto execute this Consent Agreement for SUSPENSION WITH STAY WITH A LIMITED LICENSE and request for a Final Order.

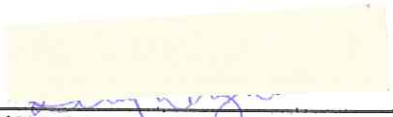
  
 Terry Beck  
 Hearing Officer

X   
 Dana Mehrens  
 Respondent

STATE OF KANSAS )  
 SS \_\_\_\_\_ )  
 COUNTY OF Johnson )  
 Subscribed and sworn to before me, this 2nd day of October, 2003.




Sig. 

  
 Betty Wright  
 Assistant Attorney General

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of October, 2003, I deposited a true and correct copy of the above foregoing in the United States mail, postage prepaid to:

Dana Mehrens  
 6507 Sandy Lane  
 St. Joseph, MO 64504

  
 Melissa Graham  
 Administrative Assistant