

**BEFORE THE KANSAS STATE BOARD OF NURSING**

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

FILED

FEB 28 2008

KSBN

Case No. 04-838-1

**IN THE MATTER OF  
KATINA L. FLETCHER  
License No. 23-021166-031**

**CONSENT AGREEMENT AND FINAL ORDER**

NOW ON THIS 28<sup>th</sup> day of February, 2007, the Kansas State Board of Nursing, represented by Assistant Attorney General, Alma A. Heckler, and the Respondent, Katina L. Fletcher, represented by Jay Don Reynolds, 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. Respondent is licensed to practice nursing in Kansas through 3/31/2009. The Kansas State Board of Nursing (Board) has jurisdiction over the Respondent and the subject matter of this action.
2. Respondent's address of record is 1606 Tomahawk Rd, Dodge City, Ks 67801.
3. The Respondent understands that pursuant to K.S.A. 77-515, respondent is represented, at respondent's expense, by an attorney, Jay Don Reynolds, during these proceedings.
4. After an investigation, the Board's investigative committee found reasonable grounds to believe that the respondent 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) The respondent was employed by the Medical Heights Medical Center, of Dodge City, Kansas from July 1991 through November 2004. The respondent was fraudulent, deceitful and practiced beyond her scope when she repeatedly telephoned in prescriptions for controlled substances to pharmacies. The prescriptions called in by the respondent were for herself, her ex-spouse, clinic staff, family members of clinic staff and persons, who were not clinic patients. The phone calls and the prescriptions were not documented in the appropriate clinic patient medical records. The prescriptions ordered were not ordered by a physician and were not co-signed by a doctor or an ARNP. The medical needs for the prescriptions for each clinic patient were not documented.

(b) The respondent was charged with thirteen (13) separate counts of Obtaining a Prescription-Only Drug by Fraudulent Means, each a violation of K.S.A. 21-4214(a)(1) and each a Class A non-person misdemeanor on December 21, 2005 based on the allegations as summarized above. The licensee, subsequently, entered a diversion agreement with the Office of the Ford County Attorney on or about the 24th of July, 2006.

(c) The respondent was interviewed by Kathy Chalkley, KBON Investigator, on 3/14/2005. The respondent admitted she asked Gloria Calderon, a nursing student working at the clinic, to call in prescriptions for respondent's former grandfather-in-law. Respondent stated Gloria agreed to the use of Gloria's name and health insurance policy because respondent's grandfather-in-law did not have insurance. A prescription for Vicoprofen, a pain killer also known as Hydrocodone, was called in "many times". Respondent stated she realizes that her actions were unethical and it has ruined her life. She denied any self use or sale of the drug.

(d) Records obtained by the Kansas Board of Nursing from Dillon's Pharmacy #1 in Dodge City, Kansas show prescriptions were authorized for Gloria Calderon for Vicoprofen 7.5mg, 90 pills at a time, 27 times between 1/27/03 and 10/19/04.

7. The respondent has violated the following sections of the Kansas Nurse Practice Act;

Count 1: K.S.A.65-1120(a)(3), Professional Incompetency by K.S.A. 65-1120(e)(2),

repeated instances involving failure to adhere to the applicable standard of care to a degree which constitutes ordinary negligence, as determined by the board.

Count 2: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (a) Performing acts beyond the authorized scope of the level of nursing for which the individual is licensed.

Count 3: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (c), failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard each patient.

Count 4: 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 5: 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 6: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (m), engaging in conduct related to licensed nursing practice that is likely to deceive, defraud, or harm the public.

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 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. Respondent 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)(2), repeated instances involving failure to adhere to the applicable standard of care to a degree which constitutes ordinary negligence, as determined by the board.

Count 2: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (a) Performing acts beyond the authorized scope of the level of nursing for which the individual is licensed.

Count 3: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (c), failing to take appropriate action or to follow policies and procedures in the practice situation designed to safeguard each patient.

Count 4: 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 5: 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 6: K.S.A. 65–1120(a)(6), unprofessional conduct by K.A.R. 60-3-110 (m), engaging in conduct related to licensed nursing practice that is likely to deceive, defraud, or harm the public.

#### **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. Upon the parties entering into this Consent Agreement the respondent's license will remain in effect but with those conditions outlined in Paragraphs 15 and 16 of this Agreement.

The petition previously filed by the Board will be dismissed without prejudice and the Board will not proceed with any further discipline as to this matter, unless the respondent fails in any way to meet the terms of this agreement and/or again violates any section or sections of the Kansas Nurse Practice Act.

14. 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 respondent's nursing license until respondent completes each of the conditions and requirements of this agreement. Further, the parties agree that in the event of a lapse of Respondent's nursing license, reinstatement of Respondent's nursing license shall be contingent upon this Consent Agreement and Final Order remaining in effect until Respondent completes each of the conditions and requirements of this agreement.

15. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the Respondent'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.

16. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the Respondent'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.

17. The Kansas State Board of Nursing will not take additional disciplinary action against respondent's nursing license for the violations stated above as long as respondent completes each of the following conditions and requirements:

(a) Respondent shall return her current license card to the Board with this Consent Agreement. 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 with a Stay. The card will have an "L" indicating the limitations on the practice.

(b) Respondent 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 respondent and for KNAP to report information to the board. Respondent will be deemed to have completed the KNAP program when KNAP issues written notification that respondent has completed the program. Noncompliance with KNAP is a violation of this agreement.

(c) Respondent must submit to random drug screens if KNAP determines random drug screens are a condition and requirement of enrollment and participation in KNAP. The costs of the drug screens will be paid by the respondent. Respondent agrees that a Positive Drug Screen is a violation of this agreement.

(d) Respondent shall have a narcotic key restriction on respondent's license for at least the first six (6) months after respondent secures employment that requires a nursing license. The narcotic key restriction prohibits the respondent from passing of narcotics, wasting of narcotics or having access to narcotics. The narcotic key restriction also prohibits the respondent from supervising nurses or others that have access to narcotics. After respondent completes six (6) months of employment that requires a nursing license, without violating any terms of this agreement, respondent may request that the narcotic key restriction be removed from respondent's license. Respondent's request shall include written verification from respondent's employer, to the Kansas State Board of Nursing, as to whether the respondent has been employed in a position that requires a nursing license; as to whether the respondent has held that position for at least six (6) months; as to whether the respondent 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 respondent, and the respondent is compliant with all other terms of this agreement, the narcotic key restriction will be

removed from respondent's license and respondent will be issued a license card with no limitations on the practice.

(e) Respondent 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 respondent shall immediately inform all employers and prospective employers of this Consent Agreement and the Final Order.

(g) Respondent shall send a money order for \$70 to the Board upon entering into this agreement to pay the cost of this action.

(h) Respondent shall not violate the Kansas Nurse Practice Act during the duration of this agreement.

(i) Respondent 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) The respondent will complete thirty (30) hours of Continuing Nurses Education (CNE) on the topic of "Substance Abuse." Respondent is to submit the original certificates for proof of the completion of the hours within 30 days of this agreement. Respondent may not use these hours to meet the CNE requirements of any renewal period.

(k) 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.

(l) 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.

18. Respondent acknowledges and agrees that Respondent is responsible for the costs related to satisfying the conditions and requirements of this Consent Agreement. Respondent 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.

19. If Respondent does not meet these conditions and requirements, the Kansas State Board of Nursing may request additional sanctions against Respondent's license or application for a license. Respondent would be sent notice of such action and would be entitled to a hearing as to whether Respondent had complied with this Consent Agreement, but Respondent could not contest the violations listed in this agreement.

20. 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 Respondent and the Respondent's attorney of record, if any. All parties agree that only serving the Notice of Hearing upon the Respondent will be proper service and it is the Respondent's responsibility to contact her attorney, in reference to the action.

21. Respondent acknowledges and agrees that upon a first finding of Respondent not complying with the conditions or requirements of this Consent Agreement, the Stay of Suspension of Respondent'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. Respondent will not be allowed to practice nursing in the state of Kansas during the period of suspension.

22. Respondent acknowledges and agrees that upon a second or subsequent finding of Respondent not complying with the conditions or requirements of this Consent Agreement the Stay of Suspension of Respondent'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. Respondent will not be allowed to practice nursing in the state of Kansas during the period of suspension.

23. Respondent 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 Respondent has, following the prescribed time period of suspension, provided written verification to the Board that Respondent is in compliance with all conditions and requirements of this Consent Agreement. Upon the Respondent providing said written verification the suspension will again be stayed.

24. The Board will inactivate this case file once respondent satisfies this agreement. This agreement does not prohibit the agency from taking disciplinary action against Respondent's license for any additional or cumulative violation of the Kansas Nurse Practice Act committed by the Respondent before or after this agreement is entered into.

25. 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.

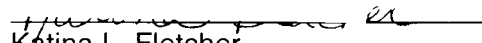
26. After successful completion of all of the conditions and requirements of this Consent Agreement by the respondent, the Consent Agreement will be satisfied and the case will be inactivated.

27. By signing this Consent Agreement and Final Order, Respondent acknowledges that Respondent 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.

28. 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.

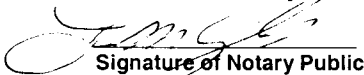
**IT IS SO ORDERED.**

  
Katina L. Fletcher  
Respondent  
1606 Tomahawk Rd  
Dodge City, 67801

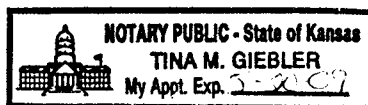
Katina L. Fletcher must sign before a Notary Public.

State of Kansas, County of Ford ss.  
SUBSCRIBED AND SWORN TO before, me by Katina L. Fletcher

on this 25 day of February, 2007.

  
Signature of Notary Public

My Commission Expires 5-20-09  
(Notary Public Seal)



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~~Jay D. Reynolds, # 6417~~  
Counsel for Respondent  
P.O. Box 466  
222 South Main  
Cimmaron, Ks. 67835

~~Alma A. Heckler, #10555~~  
Assistant Attorney General  
Kansas State Board of Nursing  
Landon State Office Building  
900 SW Jackson #1051  
Topeka, KS 66612



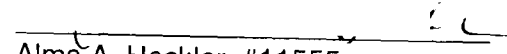
Sandra L. Sharon, Hearing Officer

CERTIFICATE OF SERVICE

On the 24<sup>th</sup> day of February 2007, I mailed a copy of this CONSENT AGREEMENT AND FINAL ORDER to:

Katina L. Fletcher  
1606 Tomahawk Rd  
Dodge City, Kansas 67801

Jay D. Reynolds  
Counsel for Respondent  
P.O. Box 466  
222 South Main  
Cimmaron, Kansas 67835

  
Alma A. Heckler, #11555  
Assistant Attorney General  
Kansas State Board of Nursing  
Landon State Office Building  
900 SW Jackson #1051  
Topeka, KS 66612