

**BEFORE THE KANSAS STATE BOARD OF NURSING**

Landon State Office Building, 900 S.W. Jackson #1051  
Topeka, Kansas 66212-1230

**FILED**

**FEB 23 2008**

**KSBN**

**IN THE MATTER OF  
PAULA K. CRANDALL  
License No. 24-007309-121**

**Case No. 04-492-6,06-063-6**

**CONSENT AGREEMENT AND FINAL ORDER**

NOW ON THIS 20<sup>th</sup> day of Feb., 2008, the Kansas State Board of Nursing, represented by Assistant General, Alma H. Heckler, and the Respondent, Paula K. Crandall, represented by Ted J. McDonald, hereby enter into this agreement and proffer evidence and the hearing officer adopts such recommendations and makes the following findings of facts and orders:

**AGREED FINDINGS OF FACT**

1. Respondent is licensed to practice nursing in Kansas through 12/31/2007. The Kansas State Board of Nursing (Board) has jurisdiction over the Respondent and the subject matter of this action. Respondent timely filed the application for her license renewal before January 1, 2008.
2. Respondent's address of record is 713 S. Ridge Street, Yates Center, Kansas 66783.
3. The Respondent understands that pursuant to K.S.A. Section 77-515, Respondent may be represented at the Respondent's expense by an attorney during these proceedings.
4. After an investigation, the Board's investigative committee finds reasonable grounds to believe Respondent violated the Kansas Nurse Practice Act, K.S.A. 65-1120, and has 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 licenses 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. 65-1120.

6. The Board has evidence based on which it will allege **Respondent** has violated the Kansas Nurse Practice Act as follows:

(a) Based on its investigation in Complaint No. 06-063-6, the Board will allege **Respondent** made comments in two separate instances **involving** three separate residents which constitute verbal abuse and further, **Respondent** made an inappropriate comments to fellow co-workers, all while employed at **Windsor** Place, Iola, Kansas. **Respondent** has provided evidence to the Board and its **investigative** committee that **Respondent's** comments "I wish [the two elderly residents **across** the room] would be quiet," were not specifically directed to the residents and there is some question whether the residents heard the comments or could understand the **comments**. **Respondent** has presented evidence the second incident occurred when a **resident** became upset with **Respondent's** insistence that the resident submit to a TB test as **ordered** by the resident's physician. This resident will not testify **Respondent's** comments constitute verbal abuse and **Respondent** will present evidence that, in all three incidents, the complainant was a staff member (formerly an employee subordinate to **Respondent** **at** another nursing home) who openly bragged about her efforts to cause trouble for **Respondent**.

(b) Based on its investigation in Complaint No. ~~04-492-6~~, the Board will allege **Respondent** verbally abused a resident while employed **at** the Pinecrest Nursing Home in Humboldt, Kansas on or about June 6, 2004. **Respondent** denies the allegation a

resident overheard Respondent refer to the resident as a “bitch” and states she entered into a diversion agreement in June, 2005, which required a completion of three hours of CNE and that her employer provide quarterly reporters regarding Respondent’s performance. Pursuant to the terms of the diversion agreement, Respondent paid court costs, completed the required CNE and her employer provided the Board with one quarterly report. Respondent then received correspondence from Board investigator Karen Peschka on June 21, 2005 advising the case was “inactivated.” The confusing language of this letter led Respondent to believe she had completed all requirements under the diversion agreement and that no more action by herself or her employer was necessary. In actually, Respondent’s case remained open and only the investigation had been “inactivated.” Because of this confusion, Respondent’s employer did not forward to the Board the remaining three quarterly reports contemplated by the diversion agreement. Respondent has presented evidence to the Board and its investigative committee that Respondent has denied allegations in Case No. 04-492-6, she entered into a diversion agreement in June, 2005, this diversion agreement does not constitute discipline, per the terms of the diversion agreement, and further Respondent misinterpreted the Board’s June 25, 2005 correspondence advising the case was “inactivated” to mean further quarterly reports were not required.

(c) Based on its investigation in Case No. 04-190-6, the Board will allege Respondent was involved in an incident wherein a resident was allegedly injured when Respondent inserted a Foley catheter while an employee at Medicalodge of Eureka, Eureka, Kansas, on February 25, 2004. Further, the Board will allege Respondent failed to report a prior disciplinary action dating back to 2001 to the Kansas Board of Nursing.

Respondent denied the allegations in Case No. 04-190-06 and states she entered into a diversion agreement in June, 2005 (*supra*). With regard to the allegation of improper insertion of a Foley catheter, Respondent presented evidence to the board and its investigative committee the facility Director of Nursing admitted she removed the catheter and then re-inserted the catheter deeper after Respondent had inserted the catheter. Respondent has provided evidence to the Board and its investigative committee she denied the allegations contained in Case No. 04-492-6, she entered into a diversion agreement in June, 2005 and the diversion agreement does not constitute discipline per the terms of the agreement.

(d) Based on its investigation in Case No. 06-636, the Board will allege Respondent failed to include on her application for employment with Windsor Place she was terminated from Pinecrest Center due to alleged verbal abuse. Respondent has presented evidence to the Board and its investigative committee she denied the allegations in Case No. 06-636, Respondent entered into a diversion agreement in June, 2005, and this diversion agreement does not constitute discipline per the terms of the diversion agreement.

#### VIOLATIONS

7. The above described allegations, if proven, constitute violations of the Nurse Practice Act. The Respondent acknowledges the Board may have sufficient evidence to prove Respondent has violated:

Count 1: K.S.A. 65-1120(a)(6) unprofessional conduct [as defined by K.A.R. 60-3-110(g)], by verbal abuse, which shall be defined as any word or phrase spoken inappropriately to or in the presences of a patient that results in or might

reasonably be expected to result in the patient's unnecessary fear, emotional distress, or mental distress.

Count 2: K.S.A. 65-1120(a)(8), to have a license to practice nursing as a registered nurse or as a practical nurse denied, revoked, limited or suspended, or to be publicly or privately censured, by a licensing authority of another state, agency of the United States government, territory of the United States or country or to have other disciplinary action taken against the applicant or licensee by a licensing authority of another state, agency of the United States government, territory of the United States or country.

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. Instead of proceeding to such a hearing wherein Respondent may prove she has not violated the Nurse Practice Act, Respondent is waiving her rights and voluntarily entering into this Agreement.

### **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. Sufficient evidence exists for the Board to prove Respondent has violated the Kansas Nurse Practice Act as follows:

Count 1: K.S.A. 65-1120(a)(6) unprofessional conduct [as defined by K.A.R. 60-3-110(g)], by verbal abuse, which shall be defined as **any** word or phase spoken inappropriately to or in the presence of a patient that **results** in or might reasonably be expected to result in the patient's unnecessary fear, emotional distress, or mental distress.

Count 2: K.S.A. 65-1120(a)(8), to have a license to **practice nursing** as a registered nurse or a practical nurse denied, revoked, limited or **suspended**, or to be publicly or **privately censured**, by a licensing authority of another state, agency of the United States government, territory of the United States or **country** or to have other disciplinary action taken against the applicant or licensee by a licensing authority of another state, agency of the United States government, territory of the United States or country.

### **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 **and** with the Respondent having met all statutory requirements for reinstatement of Respondent's Kansas Nursing license, the Respondent's application for renewal of Respondent's Kansas Nursing license will be granted when the Respondent otherwise **fulfills** the requirements of

renewal by submitting a timely application, paying licensing fees and submitting proof of completion of thirty (30) hours of Continuing Nurses Education (CNE).

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 for a period of one year. 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 for the time period of the license suspension (which is suspended so long as the requirements and conditions of this Agreement are met).

**Limitation:** For the period of suspension, Licensee may only practice nursing when her supervisor is on the premises or is "readily available." "Readily available" shall mean Licensee's supervisor is reachable by telephone or pager and can be on the premises in 15 minutes. Further, for the period of suspension, Licensee must immediately report to her supervisor and document any allegation of abuse.

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

(a) Respondent shall return his or 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, as described in paragraph 16 of this Consent Agreement and Order.

(b) Respondent shall not violate the Kansas Nurse Practice Act during the duration of the license suspension.

(c) Respondent shall not violate the laws of the United States, of State, or of any political subdivision of any State during the duration of the license suspension. Traffic infractions shall not be considered violations of the law.

(d) The Respondent will complete twelve (12) hours of Continuing Nurse Education (CNE) on the topic of "Management and Leadership in Long-Term Care". Respondent is to submit the original certificates for proof of the completion of the hours within 60 days of this agreement. Respondent may not use these hours to meet the CNE requirements of any renewal period.

(e) Respondent will Submit Reports from the Respondent'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: Respondent is currently employed in a position that utilizes her nursing license and respondent has previously agreed to submit her most recent job evaluation,



completed in January of 2007 as the first nursing performance report submission; thereafter, a nursing performance report is due by the 10<sup>th</sup> days of April, 2008, July, 2008, October, 2008, and January, 2009. The report shall be prepared and signed by Respondent's immediate supervisor or by an R.N. who evaluates Respondent's performance on a regular basis and be based on the form attached as Exhibit 1.

(f) 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 during the term of suspension. All such notifications shall be made in writing within fourteen (14) days of such 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 the conditions and requirements of this Agreement or fails to submit evaluations with at least a satisfactory employee rating, the Kansas State Board of Nursing may request additional sanctions against Respondent's license or application for a license. Respondent shall be sent notice of any such action and is entitled to a hearing as to whether respondent had complied with this Consent Agreement. Respondent has waived the right to contest the allegations which are the subject matter of this Agreement in any future hearing.

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 a Notice of

Hearing to be served upon the Respondent and the Respondent's attorney of record, if any. However, all parties agree serving the Notice of Hearing upon the Respondent will constitute proper service and it is the Respondent's responsibility to contact his or her attorney, if any, in reference to the action.

21. Respondent acknowledges and agrees that after a hearing and 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 constitutes "disciplinary action" 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 in 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. 77-536 to act on behalf of the Board/agency head and to hear discipline cases on behalf of the Board/agency head 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.**



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Paula K. Crandall  
Respondent  
713 S Ridge Road  
Yates Center, KS 66783

Paula K. Crandall must sign before a Notary Public.

State of Kansas, County of Woodson ss.

SUBSCRIBED AND SWORN TO before, me by Paula K. Crandall on this 7 day of <sup>February</sup>~~January~~, 2008.

*Linda Neifert*  
 Signature of Notary Public  
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NOTARY PUBLIC STATE OF KANSAS  
 LINDA NEIFERT  
 My Comm. Expires 12-6-2011  
 My APPL Expires 12-6-11

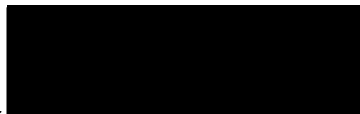
Expires 12-6-2011  
 (Notary Public Seal)



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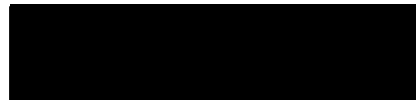
Sandra L. Sharon, Hearing Officer

CERTIFICATE OF SERVICE

On the 11<sup>th</sup> day of February, 2008, I mailed a copy of this CONSENT AGREEMENT AND FINAL ORDER to:

Paula K. Crandall  
713 S. Ridge Road  
Yates Center, KS 66783

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