

**SETTLEMENT AGREEMENT BETWEEN MISSOURI STATE BOARD
OF NURSING AND KERI LYNN SUTTON, RN 2001015701**

Case Number 2011-000470

Keri Lynn Sutton (“Licensee” or “Sutton”) and the Missouri State Board of Nursing (“Board”) and enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license to practice as a registered professional nurse will be subject to discipline.

Pursuant to the terms of §536.060 RSMo¹, the parties waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under §621.110 RSMo and stipulate and agree that a final disposition of this matter may be effectuated as described herein.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to seek to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document, as they pertain to her.

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license to practice as a registered professional nurse, license number RN 2001015701, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 335, RSMo.

The parties stipulate and agree that the disciplinary order agreed to by Licensee and the Board in the Jointly Agreed Disciplinary Order contained in this Settlement Agreement is based only upon the stipulations and agreements contained in this Settlement Agreement. Licensee understands that the Board may take further disciplinary action against his/her license based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

Joint Stipulation of Facts

The parties agree and stipulate that the following facts are true and accurate:

The Parties

1. The State Board of Nursing is an agency of the State of Missouri created and established pursuant to §335.021 RSMo for the purpose of executing and enforcing provisions of Chapter 335 RSMo; the Nursing Practice Act.
2. Keri Sutton, Licensee, is licensed by the Board as a registered professional nurse, license number 2001015701. Licensee's license is current and active and was so at all times relevant herein.

3. Licensee also holds a document of recognition as an Adult Nurse Practitioner issued on February 23, 2010.

4. At all times relevant, Licensee was employed by St John's Health System in Springfield, Missouri ("St. John's").

5. Licensee's scope of practice at St. John's was governed by her "Collaborative Practice Agreement with Advanced Practice Nurse" entered into between Licensee and specified physician's at St. John's (the "Collaborative Practice Agreement"). Licensee signed this Collaborative Practice Agreement on January 31, 2010.

6. The Collaborative Practice Agreement did not delegate to Licensee the authority to prescribe any Schedule III controlled substance.

Conduct Giving Cause for Discipline

7. On January 24, 2011, Licensee telephoned in a prescription to a Wal-Mart pharmacy in Springfield, Missouri for Meclizine 25 mg, quantity 90, refill 1 and also for Norco 10/325 . Both prescriptions were for Andy Sutton.

8. The pharmacist had questions about the prescription for Norco and contacted Dr. Lisa Ovens, one of Licensee's collaborative physicians who had purportedly authorized the prescriptions, for clarification. It was then determined that Dr. Ovens had not authorized the prescriptions.

9. Andy Sutton is Licensee's spouse and he was not a patient at St. John's or of any of Licensee's collaborating physicians.

Jointly Stipulated Conclusions of Law

The parties stipulate and agree to the following conclusions of law:

10. Norco is a medication that contains hydrocodone, a Schedule III controlled substance. Section 195.017.4, RSMo.

11. Licensee had no authority to prescribe a controlled substance.
12. Even if Licensee had authority to prescribe controlled substances, an advanced practice nurse may never prescribe a controlled substance for a family member. Section 195.070, RSMo.
13. Licensee's conduct, as stipulated to in this Settlement Agreement, constitutes violations of the drug laws of Missouri, specifically §§195.070 and 195.202, RSMo.
14. Cause exists for the Board to take disciplinary action against Licensee's license under §335.066.2(12) and (14) RSMo, that state:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by sections 335.011 to 335.096 or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

(12) Violation of any professional trust or confidence;

(14) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

Jointly Agreed Disciplinary Order

The parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §§335.066 and 621.045.3, RSMo.

15. Licensee's license to practice as a registered professional nurse in the State of Missouri, License Number RN 2001015701, is hereby placed on **PROBATION FOR A PERIOD OF THREE (3) YEARS (the "Disciplinary Period")** subject to the following terms and conditions:

Terms and Conditions of Probation

16. Licensee shall comply with the following terms and conditions of probation during her Disciplinary Period:

General Requirements

- A. Licensee shall meet with the Board or its professional staff at such times and places as required by the Board. The Board shall provide Licensee with notice of the dates, times and locations of regularly scheduled meetings at the time this executed Settlement Agreement is provided to Licensee. If Licensee does not receive notice of the dates, times and locations of her regularly scheduled meetings with the Board within one (1) month after the effective date of this Settlement Agreement, Licensee shall contact the Board office at: **Missouri State Board of Nursing, P.O. Box 656, Jefferson City, Missouri 65102, or by telephone at: (573) 751-0681.** In addition to these regularly scheduled meetings, Licensee shall meet with the Board or its professional staff at any other time, as required by the Board.
- B. Licensee shall submit documents showing compliance with the requirements of this Settlement Agreement to the Board when requested and within the time limit the Board requests.
- C. Licensee shall inform the Board within ten (10) days of any change of home address or home telephone number.
- D. Licensee shall not violate the Nursing Practice Act, Chapter 335 RSMo, shall take all necessary steps to ensure her license remains current and active at all times. Licensee may place her license on inactive or retired status. The conditions of discipline will continue to apply if the license is inactive or retired.
- E. Licensee shall keep the State Board of Nursing informed of her current place of employment and of any changes in her place of employment by notifying the Board within ten working days of such a change.
- F. Licensee shall provide a copy of this Settlement Agreement to any current employer and to any potential employer. Licensee shall provide a copy of this Settlement Agreement to her current employer as soon as she receives it and no later than during her next work shift or her employer's next working day, whichever is sooner. In addition, Licensee shall provide a copy of this Settlement Agreement to any potential employer prior to acceptance of any offer of employment.
- G. Licensee shall cause an evaluation, using the form supplied by the Board, from each and every employer for which Licensee typically works more than 16 hours per month to be submitted to the Board at least quarterly, with due dates to be determined

by the Board. The evaluation form shall be completed by Licensee's supervisor within a four-week period prior to the date it is due. If Licensee ends employment with an employer for which Licensee has typically worked more than 16 hours per month, Licensee shall, in addition, cause a final evaluation form from that supervisor to be submitted to the Board within a six-week period following the last day of employment. This evaluation shall be an evaluation of Licensee's job performance and shall be sent by Licensee's supervisor addressed to: State Board of Nursing, ATTN: Discipline Administrator, P.O. Box 656, Jefferson City, Missouri 65102.

- H. If Licensee is not employed at any time during the Disciplinary Period Licensee shall instead submit an affidavit stating the period(s) of unemployment.
- I. Licensee shall execute any release or provide any other authorization necessary for the Board to obtain records of Licensee's employment during the Disciplinary Period.
- J. Licensee may not serve on the administrative staff, as a member of the faculty or as a preceptor at any accredited school of professional or practical nursing.
- K. Licensee shall obey all federal, state and local laws, and all rules and regulations governing the practice of nursing in this state.
- L. Licensee shall bear all costs of complying with this Settlement Agreement.

Continuing Education

- N. Licensee shall complete, at her expense, the following classes offered at <http://learningext.com/groups/b06e8bc419/summary>: 'Ethics of Nursing Practice'; 'Professional Accountability and Legal Liability for Nurses'; 'Missouri Nursing Practice Act'; and 'Disciplinary Actions: What Every Nurse Should Know'.
 - O. Specific information regarding these classes will be provided by the Discipline Administrator at Licensee's initial meeting with the Board.
 - P. Licensee shall submit proof of completion of these classes to the Board during the first year of the Disciplinary Period. A specific due date will be determined by the Board after the discipline goes into effect.
 - Q. Failure to obtain the required contact hours by the due date shall constitute a violation of the terms of discipline.
17. The Board will maintain this Settlement Agreement as an open and public record of the Board as required by law. The Board will report this Settlement Agreement to data banks, other

appropriate entities and in its newsletter. This is a disciplinary action against licensee's license. The original of this Settlement Agreement shall be kept in the Board's file and its contents shall be disclosed to the public upon proper request.

18. The terms of this Settlement Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

19. Upon the expiration of the Disciplinary Period, Licensee's license as a registered professional nurse in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the licensee.

20. No order shall be entered by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

21. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or any Circuit Court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the Disciplinary Period, the Board may choose to conduct a

hearing before it either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, it may impose further discipline. Licensee agrees and stipulates that the Board has continuing jurisdiction to conduct a hearing to determine if a violation of this Settlement Agreement has occurred.

22. Licensee, together with her heirs and assigns and her attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

23. Each party agrees to pay all of their own expenses and fees incurred as a result of this matter or any ensuing litigation.

24. The State of Missouri is a member of the Nurse Licensure Compact. Pursuant to the Compact, while on probation with their home state, a licensee loses their multi-state privileges. Therefore, the Licensee may not work outside the State of Missouri pursuant to a multistate licensure privilege without written permission of the Missouri State Board of Nursing and the Board of Nursing in the party state where the Licensee wishes to work.

25. Licensee understands that she may, either at the time the Settlement Agreement is

signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit her request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

26. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

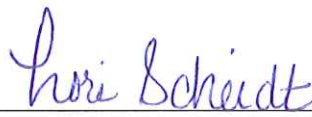
LICENSEE



Keri Sutton, RN 2001015701

Date: 4/22/12

BOARD OF NURSING



Lori Scheidt
Executive Director
Missouri State Board of Nursing

Date: 4-27-2012

EFFECTIVE

5-12-2012

**BEFORE THE STATE BOARD OF NURSING
STATE OF MISSOURI**


In RE: the license of)	
)	Case No. 2011-000470
KERI SUTTON,)	
RN 2001015701.)	

MODIFICATION ORDER

COMES now the State Board of Nursing and, pursuant to the request of the Licensee,
enters this Order modifying the Settlement Agreement which became effective on May 12, 2012.

Licensee's probation was scheduled to conclude on May 12, 2015. The probation will now
expire effective the date of this order.

SO ORDERED THIS 11th DAY OF FEBRUARY 2014



Lori Scheidt, MBA-HCM
Executive Director
Missouri State Board of Nursing