BEFORE THE TEXAS BOARD OF NURSING

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In the Matter of Registered Nurse	§	
License Number 585021	§	AGREED
issued to KENNETH PAUL WELLS	§	ORDER

TEXAS BOARD OF NURSING
I do hereby certify this to be a complete, accurate, and true copy of the document which is on file or is of record in the offices of the Texas Board of Nursing.
Executive Director of the Board

On this day the Texas Board of Nursing, hereinafter referred to as the Boa considered the matter of KENNETH PAUL WELLS, Registered Nurse License Number 5850__, hereinafter referred to as Respondent.

Information received by the Board produced evidence that Respondent may have violated Section 301.452(b)(8), Texas Occupations Code. Respondent waived representation by counsel, informal proceedings, notice and hearing, and agreed to the entry of this Order offered on May 21, 2010, by Katherine A. Thomas, MN, RN, Executive Director, subject to ratification by the Board.

FINDINGS OF FACT

1. Prior to the institution of Agency proceedings, notice of the matters specified below in these Findings of Fact was served on Respondent and Respondent was given an opportunity to show compliance with all requirements of the law for retention of the license.

2. Respondent waived representation by counsel, informal proceedings, notice and hearing, and agreed to the entry of this Order.

3. Respondent holds a professional nursing license in the State of Texas which is in Delinquent status.

4. Respondent received a Baccalaureate Degree in Nursing from Prairie View A&M College, Houston, Texas, on May 10, 1992. Respondent was licensed to practice professional nursing in the State of Texas on August 31, 1992.

5. Respondent's professional nursing employment history includes:

1992 - 1996	RN Staff Nurse	Harris County Psychiatric Center Houston, Texas
1996 - 1997	RN Staff Nurse	Harris County MHMR Northwest Clinic Houston, Texas
1997 - 1999	RN Staff Nurse	Volunteers of America Texas HCS Program Houston, Texas
2000 - 2001	RN Staff Nurse	Kelly Scientific Services at El Paso Corp. Houston, Texas
2001- 2005	RN Staff Nurse	Texas West Oaks Hospital Houston, Texas
2005 - 2006	RN Staff Nurse	Albuquerque Regional Medical Center Albuquerque, New Mexico
03/06 - 03/09	Staff Nurse/ Director of Nurses	West Hills Hospital Reno, Nevada
2009 - Present	RN Staff Nurse	Catskill Regional Medical Center Harris, New York

6. On or about September 25, 2009, Respondent's license to practice professional nursing in the state of Nevada was placed on PROBATION, by the Nevada State Board of Nursing, Reno, Nevada. A copy of the Agreement For Probation, issued by the Nevada State Board of Nursing, Reno, Nevada, dated September 25, 2009, is attached and incorporated by reference as part of this Order.

7. In response to Finding of Fact Number Six (6), Respondent explains that he agreed to the disciplinary action on the advice of counsel.

CONCLUSIONS OF LAW

1. Pursuant to Texas Occupations Code, Sections 301.451-301.555, the Board has jurisdiction over this matter.

2. Notice was served in accordance with law.

3. The evidence received is sufficient to prove violation of Section 301.452(b)(8), Texas Occupations Code.

4. The evidence received is sufficient cause pursuant to Section 301.452(b), Texas Occupations Code, to take disciplinary action against Registered Nurse License Number 585021, heretofore issued to KENNETH PAUL WELLS, including revocation of Respondent's license to practice professional nursing in the State of Texas.

ORDER

IT IS THEREFORE AGREED and ORDERED, subject to ratification by the Texas Board of Nursing, that Registered Nurse License Number 585021, previously issued to KENNETH PAUL WELLS, to practice professional nursing in Texas is hereby SUSPENDED with the suspension STAYED and Respondent is hereby placed on PROBATION for three (3) years with the following agreed terms of probation:

IT IS FURTHER AGREED and ORDERED that this Order SHALL be applicable to Respondent's nurse licensure compact privileges, if any, to practice nursing in the State of Texas.

IT IS FURTHER AGREED and ORDERED that while Respondent's license is encumbered by this order the Respondent may not work outside the State of Texas pursuant to a nurse licensure compact privilege without the written permission of the Texas Board of Nursing and the Board of Nursing in the party state where Respondent wishes to work.

(1) RESPONDENT SHALL comply in all respects with the Nursing Practice Act, Texas Occupations Code, §§301.001 *et seq.*, the Rules and Regulations Relating to Nurse Education, Licensure and Practice, 22 TEX. ADMIN. CODE §211.1 *et seq.* and this Order.

(2) RESPONDENT SHALL, within one (1) year of entry of this Order, successfully complete a course in Texas nursing jurisprudence and ethics. RESPONDENT SHALL obtain Board

approval of the course prior to enrollment only if the course is not being offered by a pre-approved provider. Home study courses and video programs will not be approved. In order for the course to be approved, the target audience shall include nurses. It shall be a minimum of six (6) hours in length. The course's content shall include the Nursing Practice Act, standards of practice, documentation of care, principles of nursing ethics, confidentiality, professional boundaries, and the Board's Disciplinary Sanction Policies regarding: Sexual Misconduct; Fraud, Theft and Deception; Nurses with Substance Abuse, Misuse, Substance Dependency, or other Substance Use Disorder; and Lying and Falsification. Courses focusing on malpractice issues will not be accepted. RESPONDENT SHALL CAUSE the sponsoring institution to submit a Verification of Course Completion form, provided by the Board, to the Office of the Board to verify RESPONDENT'S successful completion of the course. This course shall be taken in addition to any other courses stipulated in this Order, if any, and in addition to any continuing education requirements the Board has for relicensure. *Board-approved courses may be found at the following Board website address: http://www.bon.state.tx.us/disciplinaryaction/stipscourses.html.*

(3) RESPONDENT SHALL, within one (1) year of entry of this Order, successfully complete a course in "Detecting and Preventing Abuse and Neglect ...," a five (5) contact hour workshop presented in various locations by the Texas Department of Aging and Disability Services. In order to receive credit for completion of this workshop, RESPONDENT SHALL SUBMIT the continuing education certificate of completion for this workshop to the Board's office, to the attention of Monitoring. This course is to be taken in addition to any continuing education requirements the Board may have for relicensure. *Information regarding this workshop may be found at the following website: http://www.dads.state.tx.us/providers/Training/jointtraining.cfm or by contacting (512) 438-2201.*

(4) RESPONDENT SHALL, within one (1) year of entry of this Order, successfully complete the course "Sharpening Critical Thinking Skills," a 3.6 contact hour online program provided by the National Council of State Boards of Nursing (NCSBN) Learning Extension. In order to receive credit for completion of this program, RESPONDENT SHALL SUBMIT the continuing education certificate of completion for this program to the Board's office, to the attention of Monitoring. This course is to be taken in addition to any continuing education requirements the Board may have for relicensure. *Information regarding this workshop may be found at the following web address: http://ncsbn.hivelive.com/hives/a0f6f3e8a0/summary.*

IT IS FURTHER AGREED, SHOULD RESPONDENT PRACTICE AS A NURSE IN THE STATE OF TEXAS, RESPONDENT WILL PROVIDE DIRECT PATIENT CARE AND PRACTICE IN A HOSPITAL, NURSING HOME, OR OTHER CLINICAL SETTING AND RESPONDENT MUST WORK IN SUCH SETTING A MINIMUM OF SIXTY-FOUR (64) HOURS PER MONTH UNDER THE FOLLOWING PROBATION CONDITIONS FOR THREE (3) YEARS OF EMPLOYMENT. THE LENGTH OF THE PROBATIONARY PERIOD WILL BE EXTENDED UNTIL SUCH THIRTY-SIX (36) MONTHS HAVE ELAPSED. PERIODS OF UNEMPLOYMENT OR OF EMPLOYMENT THAT DO NOT REQUIRE THE USE OF A REGISTERED NURSE (RN) LICENSE WILL NOT APPLY TO THIS PROBATIONARY PERIOD:

(5) RESPONDENT SHALL notify each present employer in nursing of this Order of the Board and the probation conditions on RESPONDENT'S license. RESPONDENT SHALL present a complete copy of this Order and all Proposals for Decision issued by the Administrative Law Judge, if any, to each present employer within five (5) days of receipt of this Order. RESPONDENT SHALL notify all future employers in nursing of this Order of the Board and the

probation conditions on RESPONDENT'S license. RESPONDENT SHALL present a complete copy of this Order and all Proposals for Decision issued by the Administrative Law Judge, if any, to each future employer prior to accepting an offer of employment.

(6) RESPONDENT SHALL CAUSE each present employer in nursing to submit the Notification of Employment form, which is provided to the Respondent by the Board, to the Board's office within ten (10) days of receipt of this Order. RESPONDENT SHALL CAUSE each future employer to submit the Notification of Employment form, which is provided to the Respondent by the Board, to the Board's office within five (5) days of employment as a nurse.

(7) For the first year of employment as a Nurse under this Order, RESPONDENT SHALL be directly supervised by a Registered Nurse. Direct supervision requires another professional nurse to be working on the same unit as RESPONDENT and immediately available to provide assistance and intervention. RESPONDENT SHALL work only on regularly assigned, identified and predetermined unit(s). The RESPONDENT SHALL NOT be employed by a nurse registry, temporary nurse employment agency, hospice, or home health agency. RESPONDENT SHALL NOT be self-employed or contract for services. Multiple employers are prohibited.

(8) For the remainder of the probation period, RESPONDENT SHALL be supervised by a Registered Nurse who is on the premises. The supervising nurse is not required to be on the same unit or ward as RESPONDENT, but should be on the facility grounds and readily available to provide assistance and intervention if necessary. The supervising nurse shall have a minimum of two (2) years experience in the same or similar practice setting to which the Respondent is currently working. RESPONDENT SHALL work only regularly assigned, identified and predetermined unit(s). RESPONDENT SHALL NOT be employed by a nurse registry, temporary nurse employment agency, hospice, or home health agency. RESPONDENT SHALL NOT be self-

employed or contract for services. Multiple employers are prohibited.

(9) RESPONDENT SHALL CAUSE each employer to submit, on forms provided to the Respondent by the Board, periodic reports as to RESPONDENT'S capability to practice nursing. These reports shall be completed by the Registered Nurse who supervises the RESPONDENT. These reports shall be submitted by the supervising nurse to the office of the Board at the end of each three (3) month period for three (3) years of employment as a nurse.

IT IS FURTHER AGREED and ORDERED that if during the period of probation, an additional allegation, accusation, or petition is reported or filed against the Respondent's license, the probationary period shall not expire and shall automatically be extended until the allegation, accusation, or petition has been acted upon by the Board.

IT IS FURTHER AGREED, that upon full compliance with the terms of this Order, all encumbrances will be removed from RESPONDENT's license to practice nursing in the State of Texas and RESPONDENT shall be eligible for nurse licensure compact privileges, if any.

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RESPONDENT'S CERTIFICATION

I understand that I have the right to legal counsel prior to signing this Agreed Order. I waive representation by counsel. I have reviewed this Order. I neither admit nor deny the violation alleged herein. By my signature on this Order, I agree to the Findings of Fact, Conclusions of Law, Order, and any conditions of said Order, to avoid further disciplinary action in this matter. I waive judicial review of this Order. I understand that this Order is subject to ratification by the Board. When this Order is ratified, the terms of this Order become effective, and a copy will be mailed to me. I understand that if I fail to comply with all terms and conditions of this Order, I will be subject to investigation and disciplinary sanction, including revocation of my license to practice professional nursing in the State of Texas, as a consequence of my noncompliance.

Signed this 21 day of July, 2010.

KENNETH PAUL WELLS, Respondent

Sworn to and subscribed before me this 21st day of July, 2010.

SEAL

Kelly Murran

Notary Public in and for the State of New York

KELLY M. MURRAN
Notary Public, State of New York
Sullivan County Clerk's # 2773
Commission Expires Nov. 16, 2013

WHEREFORE, PREMISES CONSIDERED, the Texas Board of Nursing does hereby ratify and adopt the Agreed Order that was signed on the 21st day of July, 2010, by KENNETH PAUL WELLS, Registered Nurse License Number 585021, and said Order is final.

Effective this 17th day of August, 2010.

Katherine A. Thomas, MN, RN
Executive Director on behalf
of said Board

ORIGINAL

BEFORE THE NEVADA STATE BOARD OF NURSING

IN THE MATTER OF KENNETH WELLS LICENSED PROFESSIONAL NURSE NEVADA LICENSE NO. RN51730 RESPONDENT	AGREEMENT FOR PROBATION CASE NO. 0354-09C

This Agreement is hereby entered into between KENNETH WELLS, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges his right to an attorney at his own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of his choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that on or about December 2008 through March 2009, while working as the Chief Nursing Officer at a mental health facility in Nevada, State Surveyors Report that the facility failed to ensure patient safety as demonstrated by: a) Failing to provide adequate staffing to meet patient needs; b) Failing to ensure the licensed staff were adequately supervising the unlicensed personnel; c) Allowing agency staff to work without training on how to maintain patient safety in the event of a fire or other emergency situation, and failing to provide agency staff with emergency exit keys to enter or exit their locked unit; d) Failing to ensure the facility had an effective quality improvement program by failing to ensure a thorough analysis of two adverse patient events.

Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7) unprofessional conduct, and Nevada Administrative Code 632.890 (30) failing to fulfill chief nurse duties. Respondent further acknowledges that such acts and admissions subject him to disciplinary action by the Board.

3. Respondent is aware of the Respondent's rights, including the right to a hearing on any charges and allegations, the right to an attorney at his own expense, the right to examine witnesses who would testify against him, the right to present evidence in his favor and call witnesses on his behalf, or to testify himself, the right to contest the charges and allegations, the right to reconsideration, appeal or any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant to the Nevada Administrative Procedures Act and the provisions of Chapter 632 of the Nevada Revised Statutes and the Nevada Administrative Code. **Respondent agrees to waive the foregoing rights upon acceptance of this Agreement by the Board.**

4. Respondent understands that the Board is free to accept or reject this Agreement, and if rejected by the Board, a disciplinary proceeding may be commenced.

5. Should the Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or any of its members, from further participation, consideration, adjudication or resolution of these proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

6. If, after notice and hearing, Respondent is found to have violated the terms or conditions of probation, the Board may revoke probation and/or take further disciplinary action including revocation of Respondent's License. The Board shall have continuing jurisdiction over any petition to revoke probation filed against Respondent until such matter is final.

7. This Agreement shall only become effective when both parties have duly executed it and unless so executed, this Agreement will not be construed as an admission.

8. This Agreement shall not be construed as excluding or reducing any criminal or civil penalties or sanction or other remedies that may be applicable under federal, state or local laws.

9. This Agreement shall cover any nursing license and/or certificate issued by the State of Nevada.

10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the Board may issue the following decision and order:

DECISION AND ORDER

IT IS HEREBY ORDERED that Nevada Licensed Professional Nurse, license number RN51730, issued in the name of KENNETH WELLS, be placed on probation (RESTRICTED LICENSURE) for a minimum of four (4) years with the following terms and conditions:

1. **EDUCATION AND/OR REMEDIATION REQUIREMENTS**

Respondent, within the first six (6) months of this Agreement, shall take, and successfully complete the following courses:

a. Supervising in nursing for a minimum of 30 contact hours; and

b. Professional Accountability and Legal Liability.

These courses must be pre-approved by the Executive Director, or the Compliance Coordinator. Documentation of successful completion must be submitted to the Board within six (6) months of execution of this Agreement.

2. **WRITTEN NOTIFICATION OF CHANGE OF ADDRESS**

Respondent shall notify the Board, in writing of, and prior to, any change of address.

3. **LICENSE MARKED "RESTRICTED" AND RETURN OF UNMARKED LICENSE**

Respondent shall have his license marked "Restricted" through out the probationary period. Upon receipt of the marked license, Respondent shall immediately return his unmarked license to the Board office.

4. **ATTENDANCE AT A BOARD MEETING MANDATORY**

Respondent shall, during the first year of this Agreement, attend a minimum of one meeting of the Nevada State Board of Nursing during which disciplinary hearings are held. This shall not include any meeting at which his own case is considered.

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5. **TIME EARNED OFF PROBATION**

Respondent shall only receive credit toward service of his probation period while employed in a capacity for which nursing licensure/certification is required and subject to adequate supervision approved by the Board.

6. **WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF**

The Board shall approve all employment sites (changes in specialty and/or work site or unit, including changes within the same facility or under the same employer) requiring a nursing license/certificate **prior to commencement of work.** Approval is given through the Executive Director, or the Compliance Coordinator.

7. **WRITTEN NOTIFICATION OF TERMINATION OF EMPLOYMENT TO BOARD**

Respondent is required to notify the Board in writing within seventy-two (72) hours after commencement or termination of any nursing employment. Any notification regarding termination shall contain a full explanation of the circumstances surrounding it.

8. **DIRECTION BY A REGISTERED NURSE**

Respondent shall be employed in a setting in which direction is provided by a Registered Nurse. Direction shall mean: the intermittent observation, guidance and evaluation of the nursing practice by a licensed professional nurse who may only occasionally be physically present; the degree of direction needed shall be determined by an evaluation of the patient care situation, and the demonstrated proficiency of the Respondent.

9. **RESTRICTION FROM FUNCTIONING IN A SUPERVISORY ROLE**

Respondent may not function as a supervisor, including as a head nurse or charge nurse for a minimum of one (1) year and unless approved by the Compliance Coordinator and/or the Disability Advisory Committee.

10. **LIMITATION ON HOURS WORKED**

Respondent shall not work more than ninety (90) hours in nursing in a two (2) week period. Changes in hours may be approved by the Compliance Coordinator and/or the Disability Advisory Committee.

11. **SUBMISSION OF AGREEMENT TO IMMEDIATE SUPERVISOR**

Respondent shall provide a complete copy of this Agreement to her employer and immediate supervisor prior to commencement of work.

12. **INITIAL SUPERVISOR REPORTS (DUE PRIOR TO BEGINNING EMPLOYMENT)**

Respondent shall cause her nursing supervisor (the person who is directly responsible for everyday nursing functions) to submit a written report prior to the commencement of employment. A form is provided for this report. A report shall be submitted by each additional or subsequent supervisor during the entire probationary period and shall be due prior to the commencement of employment.

13. **SUPERVISOR REPORTS**

Respondent shall cause her nursing supervisor (the person who is directly responsible for everyday nursing functions) to submit quarterly written reports to the Board addressing work attendance, reliability, ability to carry out assigned nursing functions, ability to handle stress (change in behavior patterns), and any other information the employer or supervisor feels would assist the Board in its ultimate review of Respondent's case. The supervisor shall include notification of any infractions of laws that come to his attention, and any other relevant information.

14. **SELF REPORTS**

Respondent shall submit written reports, whether working or not, on her progress, her ability to handle stress, her mental and physical health, her current job duties and responsibilities, her ability to practice nursing safely, and any changes in her plan for meeting the stipulations of this Agreement.

15. **REPORT DUE DATES**

Respondent shall cause all reports to be in writing and submitted directly to the Board on a quarterly basis **whether working or not** unless otherwise specified. These reports shall begin one (1) month subsequent to the execution of this Agreement and are due no later than the last day of the month. It is the obligation of the Respondent to ensure that all written reports are on

time. The failure to submit the reports on time may be considered a violation of this Agreement. Changes in the frequency of reporting may be approved by the Executive Director or the Compliance Coordinator and/or the Disability Advisory Committee.

16. **ATTENDANCE AT ORIENTATION MANDATORY**

Respondent shall attend an orientation meeting to facilitate understanding and accountability of the terms and conditions of this Agreement/Order as scheduled by the Compliance Coordinator. Failure to attend this orientation will be considered a violation of this Agreement/Order.

17. **REQUIREMENT TO MEET WITH THE BOARD OR STAFF UPON REQUEST**

Respondent shall meet with the Board or its representatives upon request and shall cooperate with representatives of the Board in their supervision and investigation of Respondent's compliance with the terms and conditions of this Agreement.

18. **FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE MONTHLY)**

Respondent shall be financially responsible for all requirements of this Agreement, including any financial assessments by the Board for the cost of monitoring his compliance with this Agreement. Respondent may be assessed a late fee for monitoring fees that are received more than ten (10) calendar days after the due date.

19. **REQUIRED NOTIFICATION OF OTHER STATES OF LICENSURE AND/OR CERTIFICATION**

Respondent shall, upon execution of this Agreement, provide a copy of this Agreement to any other state Board of Nursing in whose jurisdiction he has been issued a nursing license/certificate (current or not). Respondent shall also provide a copy of this Agreement to any other regulatory agency in whose jurisdiction he has applied or will apply for a license/certificate.

20. **VIOLATIONS TO BE REPORTED TO BOARD WITHIN SEVENTY-TWO (72) HOURS**

Respondent shall practice in accordance with the Nurse Practice Act and Board established Standards of Practice. Respondent shall obey all federal, state and local laws, employer policy or

contracts, and orders of the Board, pertaining to the practice of nursing in this state. Any and all violations shall be reported by the Respondent to the Board in writing within seventy-two (72) hours. It is the Respondent's responsibility to resolve with the Executive Director, or the Compliance Coordinator any confusion regarding what laws pertain to nursing.

21. **CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER LICENSE AND/OR CERTIFICATE**

Respondent acknowledges that if she should violates one or more of the terms of restricted licensure/certification, the Board may revoke, or invoke other appropriate discipline against his license/certificate to practice nursing, subject only to the requirement that the Board shall, prior to such disciplinary action, conduct a hearing in accordance with the Nevada Nurse Practice Act for the limited purpose of establishing that there has, in fact, been a violation of the stipulations of this Agreement. In the event that a violation of the stipulations is alleged, Respondent agrees to surrender her license/certificate to the Executive Director, or the Compliance Coordinator, if they so request, and refrain from practicing nursing until entry of a final order of the Board or a court of competent jurisdiction, whichever last occurs, regarding a potential violation.

22. **REPORTING TO NATIONAL DISCIPLINARY DATA BANKS**

This Agreement will become part of the Respondent's permanent record, will become public information, will be published with the list of disciplinary actions the Board has taken, and may be reported to any national repository which records disciplinary action taken against licensees or holders of certificates; or any agency or another state which regulates the practice of nursing. The Agreement may be used in any subsequent hearings by the Board.

23. **TERMINATION OF PROBATION**

Upon completion of the stipulations of this Agreement, Respondent shall apply for termination of probation and issuance of unrestricted licensure/certification on forms supplied by the Board. Respondent shall meet with the Compliance Coordinator and/or the Disability Advisory Committee for evaluation of compliance and recommendation for termination of probation. The probation shall continue until terminated by the Board.

NEVADA STATE BOARD OF NURSING retains jurisdiction in this case until all conditions have been met to the satisfaction of the Board.

Dated this 8 day of September 2009

RESPONDENT
KENNETH WELLS

Dated this 8th day of September, 2009

Tracy Singh, Esq.
Tracy Singh, Esq.

Accepted and approved this 25th day of Sept., 2009

NEVADA STATE BOARD OF NURSING

By: Doreen K Begley
Doreen Begley, MS, RN
Board President