BEFORE THE KANSAS STATE BOARD OF NURSING

JUN 3 2005

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

Board of Nursing

IN THE MATTER OF

CASE NO. 04-509-0

LORNA FORD LICENSE NO. 24-024908-011

CONSENT AGREEMENT TO LIMIT AND SUSPEND LICENSE WITH A STAY AND FINAL ORDER COMES NOW the petitioner, the Board of Nursing, by and through Betty Wright, Assistant

Attorney General, and the respondent, Lorna Ford, and enter into the following agreement, to resolve the above titled action:

AGREED FINDINGS OF FACT

- 1. Respondent's license to practice nursing in Kansas as an LPN will lapse 1/31/2007.
- 2. Respondent's address of record is 6923 NW Avalon, Parkville, Missouri 64152.
- 3. Respondent has a three year probation on her nursing license in Missouri.

CONCLUSIONS OF LAW

- 4. 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.
- 5. As the basis for this agreement and its enforcement, it shall be considered the respondent violated the Nurse Practice Act in Missouri for a violation of professional trust and confidence and the drug laws or rules and regulations of the state of Missouri on or about 7/21/2003. Respondent has violated:
- K.S.A. 65-1120(a)(6), unprofessional conduct, by drug diversion (K.A.R. 60-3-110(n)
- K.S.A. 65-1120(a)(1) to be guilty of fraud or deceit in practicing nursing.
- K.S.A. 65-1120(a)(4), to be unable to practice with skill and safety due to current abuse of drugs or alcohol.
- 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..
- 6. The respondent was working for a temporary staffing agency and was placed with a day care for children with special needs. On or about 7/21/2003 the respondent misappropriated Klonopin from a child being cared for by the facility. The respondent took the medication for her own personal use and consumed it while working at the day care. The staffing agency asked the respondent to undergo a drug screen, and the screen was positive for Clonazepam, the generic

name for Klonopin.

- 7. The Kansas Board of Nursing will adopt the 6/17/2004 Settlement Agreement between the Missouri State Board of Nursing and Lorna Ford.
- 8. Respondent has the right to a hearing with evidence and witnesses to establish evidence of his/her fitness to practice nursing 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.

POLICY STATEMENT

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

DISPOSITION

- 10. Based upon this agreement, and pursuant to the disciplinary remedies available in K.S.A. 65-1120, the parties agree that the license card will be issued with an "S" and an "L"; the license will be **limited** and immediately **suspended** but such **suspension shall be stayed** and respondent will be allowed to practice under the following conditions:
 - (a.) The Licensee shall follow all provisions of the Missouri Board's Settlement Agreement Between State Board of Nursing and Lorna Ford. Settlement Agreement is attached and incorporated within this document.
 - (b) The Licensee will have **copies of all reports and evaluations** sent to the Missouri Board of Nursing and the Kansas Board of Nursing until the end of her probation period. These reports and evaluations shall be sent to the attention of the Legal Division, Kansas State Board of Nursing, Landon State Office Building, 900 SW Jackson, Ste 1051, Topeka, Kansas 66612-1230.
 - (c) Licensee has a duty to report in writing if she is out of compliance.
 - (d) Respondent shall execute any release or provide any other authorization necessary for the Board to obtain records of respondent's employment during the period covered by this agreement.

- (e) Respondent shall keep the Kansas State Board of Nursing informed of her present address and current place of employment or of any changes in her place of employment by notifying the Legal Division of Board in writing within ten (10) working days of such a change.
 - (f) Respondent shall **not work as a DON or charge nurse**.
- (g) Respondent shall not serve on administration staff, as a member of the faculty, or as a preceptor at any accredited school of professional or practical nursing.
 - (h) Respondent shall **not carry narcotic keys** or have access to controlled substances.
 - (i) Respondent shall have onsite supervision.
- (j) Respondent shall not work for a temporary nursing agency or home health care. Respondent shall not work night or evening shifts.
- of the Kansas Nurses Assistance Program (KNAP); sign releases of information necessary for KNAP to evaluate and monitor licensee and for KNAP to report information to the board.
- (I) Licensee shall send a **money order for \$70** to the Board upon entering into this agreement.
- 11. If licensee does not meet these requirements, petitioner will file a motion to lift the stay and may request additional sanctions against licensee's license or application for a license. Licensee would be sent notice of such action and would be entitled to a hearing as to whether he/she had complied with this agreement, but he/ she could not contest the established violation(s).
- 12. 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.

- 13. Respondent acknowledges and understands that she will be responsible for payment of any costs associated with compliance with this Consent Agreement, and that it is her responsibility to insure that all reports required to be submitted to the Board, including those of her employer or other third party, are submitted in a timely manner.
- 14. By signing this Consent Agreement, respondent acknowledges that 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 inn writing and approved by all parties.

IN CONCLUSION

- 15. This case will be inactivated and a card with no limitation or suspension will be issued when:
 - a) KNAP issues a letter of successful completion of the KNAP program.
 - b) cost of \$70 is paid.
 - c) The board is notified that licensee has successfully completed the Missouri Board of Nursing Probation.
- 16. Once <u>all of the</u> above are met, the licensee may request that an unencumbered license be issued by sending the request in writing and returning the license card with the "L, S" to the Board; if all requirements are met a new card will be issued with no restrictions.

IN WITNESS WHEREOF, the parties hereto execute this Consent Agreement to Limit and Suspend License with a Stay and request for a Final Order.

Lorna Ford¹ Licensee 6923 NW Avalon Parkville, MO 64152 Betty Wright, #14785
Assistant Attorney General
900 SW Jackson, Suite 1051
Topeka, Kansas 66612-1230
(785) 296-4325

IT IS SO ORDERED.

Terry Beck Hearing Officer

CERTIFICATE OF SERVICE

On the binday of Juvo, , 2005, I caused a copy of this document to be mailed, postage prepaid, to :

Lorna Ford 6923 NW Avalon Parkville, MO 64152

KNAP 6405 Metcalf, Ste 403 Cloverleaf Complex Bidg #3 Overland Park, KS 66202

Betty Wright, Assistant Attorney General



Bob Holden Governor Division of Professional Registration Marilyn Taylor Williams, Director

Kelvin L. Simmons Director

STATE BOARD OF NURSING 3605 Missouri Boulevard P.O. Box 656 Jefferson City, MO 65102-0656 573-751-0681 800-735-2966 TTY Relay Missouri 800-735-2466 Voice Relay Missouri http://pr.mo.gov

Lori Scheidt Executive Director

September 13, 2004

Melanie Warren BSN RN Kansas State Board of Nursing Landon State Office Building 900 SW Jackson St STE 1051 Topeka KS 6612-1230

Dear Melanie Warren:

RE: Lorna Ford, PN035631

Please find enclosed a certified copy of the Disciplinary Agreement between the licensee and the Missouri State Board of Nursing.

You may contact me at (573) 751-0082 if I can be of further assistance.

Sincerely,



Liz Cardwell, M.Ed., RN Discipline Administrator





Bob Holden Governor Division of Professional Registration Marilyn Taylor Williams, Director Kelvin L. Simmons Director

STATE BOARD OF NURSING 3605 Missouri Boulevard P.O. Box 656 Jefferson City, MO 65102-0656 573-751-0681 800-735-2966 TTY Relay Missouri 800-735-2466 Voice Relay Missouri http://pr.mo.gov

Lori Scheidt Executive Director

CERTIFICATION

I, Lori Scheidt, BS, Executive Director, of the Missouri State Board of Nursing certify that the document(s) which is/are attached is/are true and correct copy(s) of the information contained in the file of:

LORNA FORD

Board Seal

Missouri State Board of Nursing Lori Scheidt, BS

Executive Director September 13, 2004

DOCUMENTS ATTACHED

Disciplinary Agreement(s)

7/88MSBN REV 8/89;11/90;11/92;3/98



SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF NURSING AND LORNA FORD

Come now Lorna Ford ("Licensee") and the State Board of Nursing ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a practical nurse will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by 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 below.

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 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.

Licensee acknowledges that she has received a copy of the complaint filed with the Board, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Licensee's license. For the purpose of settling this <u>dispute</u>, <u>Licensee</u>



stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's practical nurse license, license number PN035631, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 335, RSMo.

Joint Stipulation of Facts

- 1. The Board is an agency of the state of Missouri created and established pursuant to § 335.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 335, RSMo, Nurses.
- 2. Licensee is licensed by the Board as a practical nurse, license number PN035631. Licensee's license is now and was at all times relevant herein current and active.
- 3. Licensee was employed by Spencer Reed Group, Inc. ("Spencer Reed"), a temporary staffing agency, at the time the conduct giving cause for discipline occurred.
- 4. Spencer Reed had placed Licensee as a temporary staff member at Triality Tots, a day care for children with special needs, during the time the conduct giving cause for discipline occurred.
- 5. On or about July 21, 2003, Licensee misappropriated Klonopin from a child being cared for by Triality Tots.
 - 6. Licensee misappropriated the Klonopin for her personal use.
 - 7. Licensee consumed the misappropriated Klonopin while on duty at Triality Tots.
- 8. Spencer Reed asked Licensee to undergo a drug screen after Triality Tots alleged that Licensee had misappropriated Klonopin.
- 9. The drug screen indicated that Licensee had consumed Clonazepam, the generic name for Klonopin.



- 10. Spencer Reed terminated Licensee after the drug screen supported Triality Tots' allegation that Licensee had misappropriated Klonopin.
- 11. Pursuant to § 195.017.8(2), RSMo, and 21 CFR 1308.14, Klonopin is a Schedule IV controlled substance.
- 12. Pursuant to § 195.180.1, RSMo, and 21 USC 844(a), possession of a controlled substance is illegal unless the controlled substance is obtained from or pursuant to a valid prescription.
 - 13. Licensee did not have a valid prescription for the Klonopin she possessed.
- 14. Pursuant to 21 USC 843(a), it is unlawful to acquire or obtain possession of a controlled substance by misrepresentation, fraud, forgery, deception, or subterfuge.
 - 15. Licensee obtained a controlled substance by deception or subterfuge.
- 16. Licensee used and unlawfully possessed a controlled substance to an extent that such use impaired Licensee's ability to perform the work required of a licensed practical nurse.
- 17. Licensee was dishonest in the performance of her functions and duties as a licensed practical nurse.
 - 18. Licensee violated a professional trust or confidence.
 - 19. Licensee violated the drug laws or rules and regulations of this state.

Joint Agreed Cause for Discipline

- 20. Cause exists for the Board to take disciplinary action against Licensee's license under §§ 335.066.2(1), (5), (12), and (14), RSMo, which provide:
 - 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 or license required by

sections 335.011 to 335.096... for any one or any combination of the following causes:

- (1) Use or unlawful possession of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by sections 335.011 to 335.096;
- (5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by sections 335.011 to 335.096;
- (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[.]

Joint Agreed Disciplinary Order

Based upon the foregoing, 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 § 621.045.3, RSMo:

1. Licensee's practical nurse license, license number PN035631, is immediately placed on PROBATION for a period of three years ("the disciplinary period"). The terms of the probation shall be:

I. MEETINGS WITH THE BOARD

- A. Licensee shall appear before the Board twice annually at the Board's regular winter and summer meetings or, as designated by the Board, shall meet with a member of the Board's professional staff within a period of six weeks prior to the Board's regular winter and summer meetings.
- B. Failure to appear for a meeting at such time and place as required by the Board, after notification of a required meeting or failure to submit required



documentation by the due date, shall constitute a violation of Licensee's discipline.

II. REQUIREMENTS REGARDING EMPLOYMENT

- A. Licensee shall cause an evaluation form from each and every employer to be submitted to the Board six weeks prior to the Board's regular winter and summer meetings. 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, 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.
- B. The evaluation shall be an evaluation of Licensee's job performance using a form prescribed by the Board and shall be sent by the supervisor addressed to: State Board of Nursing, P.O. Box 656, Jefferson City, Missouri 65102.
- C. If Licensee is not employed at any time during the period of discipline, Licensee shall instead submit six weeks prior to the Board's regular winter and summer meetings, an affidavit signed before a notary public stating the period(s) of unemployment.
- D. Licensee shall execute any release or provide any other authorization necessary for the Board to obtain records of Licensee's employment during the period covered by this agreement.
- E. Licensee shall keep the State Board of Nursing informed of her current place of employment or of any changes in her place of employment by notifying the Board within ten working days of such a change.
- F. 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.
- G. Licensee shall not carry narcotic keys or have access to automated dispensing devices which contain controlled substances.
- H. Licensee shall not administer controlled substances.
- I. Licensee shall only work as a nurse at a facility where there is on-site supervision by another nurse or physician.
- J. Licensee shall not work for a temporary employment agency.



- K. Licensee shall not work night or evening shift.
- L. Licensee shall not work in home health care and/or durable medical equipment.

III. REQUIREMENTS REGARDING CHEMICAL DEPENDENCY TREATMENT AND REHABILITATION

A. Licensee shall, within six weeks from the effective date of this agreement, undergo a thorough evaluation for chemical dependency performed by a licensed chemical dependency professional. Licensee shall have the chemical dependency professional mail the results of the evaluation directly to the State Board of Nursing, P.O. Box 656, Jefferson City, Missouri 65102 within ten working days after the evaluation is complete.

Each written evaluation shall include a description of the tests performed and test results, discussion of relevant clinical interview findings/interpretations, specification of DSM IV diagnosis/es, and discussion of appropriate treatment recommendations/plan. If there is no diagnosis requiring treatment, this should be specified in the evaluation. Licensee shall follow any recommendations for treatment made by that chemical dependency professional. Licensee shall comply with Paragraphs B through J if treatment is recommended. If the chemical dependency professional determines that treatment is not recommended, Licensee shall execute a release so that the Board can obtain the evaluation and supporting documents. If treatment is not recommended, Paragraphs D through I do not apply to Licensee. Licensee shall show this agreement to the chemical dependency professional before the evaluation is performed.

- B. The chemical dependency professional shall submit to the Board evidence that he or she is licensed or certified in the treatment of chemical dependency.
- C. If treatment is recommended, Licensee shall execute a medical release or other appropriate release which shall remain in effect for the entire period covered by this agreement authorizing the State Board of Nursing to obtain records of Licensee's treatment for chemical dependency. Licensee shall not take any action to cancel this release. Licensee shall take any and all steps necessary to continue the release in effect and shall provide a new release when requested.
- D. Licensee shall cause a letter of ongoing treatment evaluation from the chemical dependency professional to be submitted to the Board six weeks prior to the Board's regular winter and summer meetings.



- (1) The letter shall include an evaluation of Licensee's current progress and status related to the treatment recommendations/plan and Licensee's current prognosis and treatment recommendations/plan.
- (2) The letter shall be sent by the chemical dependency professional addressed to: State Board of Nursing, P.O. Box 656, Jefferson City, Missouri 65102.
- E. If the treatment of Licensee is successfully completed at any time during the period covered by this agreement, Licensee shall cause the chemical dependency professional to submit a letter of final evaluation/summary which includes a statement that Licensee has successfully completed treatment and indicates whether Licensee should continue in a twelve-step program. If continuance in a twelve-step program is recommended, Licensee shall comply with terms of documentation as outlined in Paragraph F.
- F. Licensee shall submit evidence of weekly (or recommended) attendance at Alcoholics Anonymous, Narcotics Anonymous, or other support group meetings to the Board six weeks prior to the Board's regular winter and summer meetings. The documentation shall be on forms provided by the Board and shall include the date, time, and place of the meeting and shall bear a signature or abbreviated signature of another person verifying attendance.
- G. During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of Licensee's discipline.
- H. During the disciplinary period, Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona fide relationship as a patient. Upon request, Licensee shall execute a medical release authorizing the Board to access all records pertaining to Licensee's condition, treatment, and prescription maintained by the health care professional that prescribed the controlled substance. The presence of any controlled substance whatsoever in a biological fluid sample for which Licensee does not hold a valid prescription shall constitute a violation of Licensee's discipline.
- I. Licensee shall inform any professional preparing a prescription for Licensee that Licensee is chemically dependent.



J. Licensee shall provide the Board with documentation of any prescription upon request.

IV. DRUG SCREENS

Licensee shall contract with a third party acceptable to the Board to schedule random witnessed screening for alcohol and other drugs of abuse or serum screening for alcohol or other drugs of abuse at least once per quarter, i.e. four times per year. Licensee shall be given no more than twenty-four hours notice when a screen is to be performed. The random urine/serum screens shall be at the expense of Licensee. Written results of the screens shall be sent directly to the State Board of Nursing, P.O. Box 656, Jefferson City, Missouri 65102, by the party administering the screen within ten working days after the screen. Licensee shall show this agreement to the third party who is scheduling the random screens.

Within twenty working days of the effective date of this agreement, Licensee shall submit to the Board for approval the name of the third party Licensee intends to use for random screens.

V. GENERAL REQUIREMENTS

- A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.
- B. Licensee shall immediately submit documents showing compliance with the requirements of this agreement to the Board when requested.
- C. Licensee shall inform the Board within ten days of any change of home address or home telephone number.
- D. Licensee shall not violate the Nursing Practice Act, Chapter 335, RSMo, and shall not allow her license to lapse.
- E. The terms of discipline apply even if Licensee places her license on inactive status.
- F. If Licensee fails to comply with the terms of this agreement, in any respect, the Board may impose such additional or other discipline which it deems appropriate.



- 2. The parties to this settlement agreement understand that the Board of Nursing will maintain this settlement agreement as an open and public record of the Board as provided in Chapters 335, 610, and 620, RSMo.
- 3. Upon the expiration of said discipline, 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 the 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.
- 4. 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.
- 5. 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 the 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. The Board retains jurisdiction to hold a hearing to determine if a violation of this settlement agreement has occurred.

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- 6. 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.
- 7. Licensee hereby waives and releases the Board, its 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 litigation, or from the negotiation or execution of this settlement agreement. The parties acknowledge 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.

LICENSEE, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,

REQUESTS

DOES NOT REQUEST

THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING LICENSEE'S LICENSE AS A PRACTICAL NURSE.

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If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the settlement agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

If Licensee has not requested review by the Administrative Hearing Commission, the settlement agreement goes in to effect fifteen days after the document is signed by the Executive Director.

LICENSEE	BOARD
	· - /
Lorna Ford, LPN	Lori Scheidt Executive Director State Board of Nursing
Date 5-21-04	Date 6-2-2004
EFFECTIVE	JEREMIAH W. (JAY) NIXON Attorney General
- Left 12001	Zora Z. Mulligan

Missouri Bar No. 54990

P.O. Box 899 Jefferson City, MO 65102 Telephone: (573) 751-1444 Telefax: (573) 751-5660

Attorneys for Petitioner