



License Protection Scenario: Nurse Reprimanded by Board of Nursing After Supervisor Files Complaint

LEGAL DEFENSE COSTS: \$14,000 TIME TO RESOLVE MATTER: 2.5 YEARS

A STATE BOARD OF NURSING

(SBON) complaint may be filed against a nurse by a patient, colleague, employer, and/or other regulatory agency, such as the Department of Health. Complaints are subsequently investigated by the SBON in order to ensure that licensed nurses are practicing safely, professionally, and ethically. SBON investigations can lead to outcomes ranging from no action against the nurse to revocation of the nurse's license to practice. This case study involves a registered nurse (RN)

who was working as the clinical director of a small, rural emergency care center.

SUMMARY

A registered nurse (RN), who had been working in a student health clinic for 15 years, saw a cosmetology student who had spilled a chemical on herself during class, causing a reaction on her skin. Prior to administering medication, the RN confirmed that the student was not allergic to Benadryl®.

After the student left the clinic,

the RN's supervisor checked the student's electronic health record which listed an allergy to Benadryl®. Consequently, the supervisor filed a complaint with the SBON, asserting that the RN had given the student a medication to which she had a known allergy.

"This is a problem I have seen with electronic health records," said Melanie Balestra, a nurse practitioner-attorney hired by the RN to defend her before the SBON. "Electronic records are not always accurate." In this case, the

electronic record was incorrect. The cosmetology student was not allergic to Benadryl®.

The license complaint went to the SBON. The SBON then sent the matter to the deputy attorney general, and its office filed an accusation. The attorney responded to the SBON with a letter of mitigation, stating that the RN had questioned the student about any allergies to Benadryl®.

"We were able to get a pre-hearing conference before a judge," the attorney noted. "In this [matter], the board of nursing granted a public reproof. Which is kind of like a slap on the wrist, saying you should have checked the electronic record, but you didn't harm anyone."

The matter took more than two years to resolve. Although it was concluded successfully on behalf of the RN, the cost of her legal defense was approximately \$14,000. The RN's professional liability insurance covered the cost of her legal fees.

RISK CONTROL RECOMMENDATIONS

Administering medication to a patient, - - whether prescribed or over-the-counter - - in the absence of a physician's or nurse practitioner's knowledge creates a significant risk exposure. Most importantly, the medication may be contraindicated, even if it seems innocuous. If the patient is harmed, you and your facility may be sued for malpractice. In addition, you may be cited for practicing outside the scope of nursing practice, which could jeopardize both your job and your license. This action also may be construed as practicing medicine without a license and possibly lead to criminal charges.

Nurses can reduce liability associated with medication errors by following suggested actions:

- Comply with policies and protocols related to medication administration.
- Understand why the patient is taking a medication, as well as interactions, side effects or adverse reactions that may occur.
- Consistently use the "six rights" when administering medication to patients: right patient, right drug, right dose, right route, right time, and right documentation.
- Comprehensively and accurately document the practitioner's order, your patient assessment and your actions in the patient healthcare information record.
- Eliminate sources of distraction and interruption, as much as possible, when administering medication.
- Listen to patient concerns. If a patient questions the need for a medication or treatment, listen to their concerns and verify the order in the patient healthcare information record and with the ordering practitioner. ♦

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