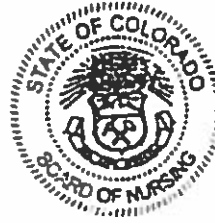
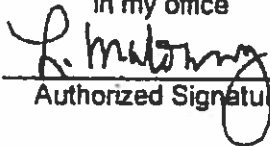


BEFORE THE STATE BOARD OF NURSING  
STATE OF COLORADO  
CASE NO. 2019-5461



I do hereby certify the  
foregoing to be a true copy  
of the document which  
is on file or is of record  
in my office

 01/02/2020  
Authorized Signature

---

**NON-DISCIPLINARY INTERIM CESSATION OF PRACTICE AGREEMENT**

---

IN THE MATTER OF THE LICENSE TO PRACTICE PROFESSIONAL NURSING IN THE STATE OF COLORADO OF REX L. MEEKER, R.N., C.R.N.A., LICENSE NO. RN.0078268 and APN.0000192-CRNA.

Respondent.

---

IT IS HEREBY STIPULATED and agreed by and between the State Board of Nursing ("Board") and Rex L. Meeker, R.N., C.R.N.A. ("Respondent") (collectively "the parties"), as follows:

1. Respondent was licensed to practice as a Certified Registered Nurse Anesthetist (C.R.N.A.) in the state of Colorado on October 1, 2018 and was issued license number APN.0000192-CRNA, which Respondent has held since that date.

2. The Board has jurisdiction over Respondent and over the subject matter of this proceeding.

3. On December 26, 2019, the Board reviewed materials relating to case number 2019-5461, including information that, on about August 1, 2019, Respondent was providing anesthesia services to Patient 1 at Colorado Aesthetic & Plastic Surgery in Greenwood Village, Colorado. Patient 1 weighed approximately 125 pounds on the day of surgery. At approximately 1400 hours, Respondent administered the following anesthetics to Patient 1:

- o 250 mg of lidocaine with epinephrine; and
- o 62.5 mg of bupivacaine

Patient 1 first experienced cyanosis with no detectable rhythm on monitor at approximately 1415 hours. Patient 1 appeared cyanotic. Patient 1 also suffered asystole and bradycardia following the anesthetic. Although Patient 1 was monitored at the surgery center, Patient 1 did not regain consciousness. 911 was not called until over five (5) hours after her initial signs of distress. As an Advanced Practice Nurse, Respondent had the responsibility to timely contact emergency services and refer Patient 1 to a hospital. The Board reviewed information that anesthetic doses may have been inappropriate under the circumstances. Patient 1 suffered an adverse outcome from the drugs administered. Respondent failed to appropriately document oxygen administration to Patient 1 during the time Patient 1 was being monitored.

4. Respondent denies any and all allegations of a violation of the Nurse Practice Act. Respondent voluntarily enters into this agreement to facilitate further evaluation of the issues related to the above Board case number.

5. Based upon the information and the totality of the circumstances, Respondent is being offered this agreement for Respondent not to practice as a C.R.N.A. in the interim as set forth in more detail below, and the Board has authorized the parties to enter into an agreement for Respondent to limit his practice as a C.R.N.A.

6. The parties have agreed to enter into this Non-Disciplinary Interim Cessation of Practice Agreement ("Interim Agreement") pending further evaluation and investigation of Respondent to determine what further actions, if any, are warranted. Any summary suspension that could be imposed by the Board is hereby stayed pursuant to the terms of this Interim Agreement.

7. Respondent agrees that he will not perform any act requiring a C.R.N.A. license issued by the Board while this Interim Agreement is in effect.

8. This Interim Agreement shall remain in effect until such time as the parties reach a final disposition of this case or, in the event summary suspension proceedings are initiated, an order for summary suspension is entered.

9. The Board agrees that it will not institute summary suspension proceedings while this Interim Agreement is in effect so long as the Respondent remains in compliance with this Interim Agreement and so long as the Board does not learn of new information that would indicate that summary suspension is warranted.

10. Nothing in this Interim Agreement shall constitute disciplinary action, a finding that Respondent has engaged in unprofessional conduct, or any admission by Respondent of unprofessional conduct. There have been no final determinations regarding Respondent's professional competence or professional conduct. Nothing in this Interim Agreement shall constitute final actions as defined in section 24-4-102(1), C.R.S.

11. Nothing in this Interim Agreement shall preclude the Board from initiating disciplinary action pursuant to section 12-255-119, C.R.S., or issuing a Final Agency Order while this Interim Agreement is in effect.

12. Respondent understands that Respondent has the right to be represented by counsel of Respondent's choice in this matter, and Respondent is so represented.

13. The terms of this Interim Agreement were mutually negotiated and determined.

14. Both parties acknowledge that they understand the legal consequences of this Interim Agreement, both parties enter into this Interim Agreement voluntarily, and

both parties agree that no term or condition of this Interim Agreement is unconscionable.

15. This Interim Agreement and all its terms constitute a valid board order for purposes of section 12-255-120(1)(g), C.R.S.

16. Invalidation of any portion of this Interim Agreement by judgment or court order shall in no way affect any other provision, which provision shall remain in full force and effect.

17. This Interim Agreement shall become effective upon signature by Respondent. Respondent acknowledges that the Board may choose not to accept the terms of this Interim Agreement and that if the Interim Agreement is not approved by the Board and signed by the Program Director, a Board member, or other authorized person, it is void.

18. This Interim Agreement constitutes the entire agreement between the parties, and there are no other agreements or promises, written or oral, which modify, interpret, construe, or affect this Interim Agreement.

19. All costs and expenses incurred by Respondent to comply with this Interim Agreement shall be the sole responsibility of Respondent, and shall in no way be the obligation of the Board.

20. Upon becoming effective, this Interim Agreement shall be open to public inspection and shall be publicized pursuant to the Board's standard policies and procedures. While this Interim Agreement does not constitute discipline against Respondent's license, it shall be reported to the National Practitioner Data Bank and as otherwise required by law.



Rex L. Meeker, R.N.

Date: 12-31-2019

THE FOREGOING Non-Disciplinary Interim Cessation of Practice Agreement is effective upon signature by Respondent, above, and is approved this 2nd day of January, 2020.



FOR THE STATE BOARD OF NURSING

*Jenny Allen for*

Roberta Hills, Interim Program Director  
By delegated authority of the Board

APPROVED AS TO FORM  
FOR RESPONDENT

*Douglas C. Wolanske*

Douglas C. Wolanske  
Messner Reeves LLP