

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI BOARD FOR RESPIRATORY CARE**  
**AND BRIDGETT POINTS**

Bridget Points (“Licensee”), and the Missouri Board for Respiratory Care (“Board”), enter into this settlement agreement (“Agreement”) for the purpose of resolving the question of whether the Licensee’s license as a professional counselor will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri (“AHC”) regarding cause to discipline the Licensee’s license, and additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee’s own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a disciplinary hearing before the committee at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney’s fees incurred in defending this action against this license. Being aware of these rights provided Licensee 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 Licensee.

Licensee acknowledges that Licensee has received a copy of the investigative report and other documents relied upon by the Board in determining there was cause to discipline Licensee’s license, 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, numbered 2010023223 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 334, RSMo.

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<sup>1</sup> All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Board for Respiratory Care is an agency of the State of Missouri, created and existing pursuant to § 334.830, RSMo, for the purpose of carrying out the provisions of §§ 334.800 through 334.930, RSMo.

2. Bridgett Points is a natural person licensed by the Board as a respiratory care practitioner, license number 2010023223. Licensee's respiratory care practitioner license was at all times relevant herein current and active.

3. On or about January 19, 2016, the Board received a complaint regarding Licensee. The complainant stated that on December 30, 2015, Licensee was discharged from her employment at St. Luke's Hospital in Chesterfield, Missouri because of a violation of St. Luke's Drug Free Workplace Policy and a violation of the Return to Work Agreement of the Drug Free Workplace Policy.

4. On or about March 25, 2016, Licensee was invited to meet with the Board on June 17, 2016, to discuss the complaint filed against her.

5. On or about June 17, 2016, Licensee provided sworn testimony that during the night in question, she drove to her place of employment, St. Luke's Hospital, at approximately 8:00 p.m. She recalled that she was tired and her shift did not start until 10:00 p.m., so she fell asleep in her car in the parking lot of St. Luke's Hospital. She stated that when she awoke at approximately 11:00 p.m., she entered that hospital and spoke with her shift supervisor who insisted Licensee be drug tested. The referenced Investigative Report noted that two breathalyzer tests were administered to Licensee and the results reflected a BAC of .123 and .111 respectively. Licensee acknowledged drinking an alcoholic beverage earlier in the day, prior to driving to work, and recalled also taking cold medication. Licensee stated that she had a DWI in 2013 and one in February of 2016. She acknowledged that she "probably need[s] to talk to someone" regarding her issues with alcohol and that she has a "little bit" of a problem with alcohol. Licensee acknowledged she "messed up", but asserted that she believes herself to be a good respiratory therapist. Licensee noted that she has attended "a couple of AA meetings." Licensee stated that she last drank alcohol the weekend prior to her appearance before the Board.

6. Regulation 20 CSR 2255-5.010 states, in relevant part:

(1) All respiratory care practitioners and permit holders shall –

(A) Demonstrate behavior that reflects integrity, supports objectivity, and fosters trust in the profession and its professionals;

...

(J) Comply with state and federal laws[.]

...

(2) Failure of a respiratory care practitioner or permit holder to adhere to the code of ethics constitutes grounds for discipline of the license or permit.

7. Regulation 20 CSR 2255-5.020 states, in relevant part:

(1) Professional conduct in the practice of respiratory care shall not include:

...

(N) Failure to follow policies or procedures implemented in the practice situation to safeguard patient care;

...

(S) Use of controlled substance or alcoholic beverage to an extent that impairs one's ability to provide safe respiratory care services.

Licensee's conduct, as described above in paragraphs 3 through 5 constitutes use of any controlled substance, as defined in chapter 195, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of a respiratory care practitioner, in violation of §§334.800 through 334.930, or regulations adopted pursuant there to; and a violation of the rules for professional conduct and the ethical rules for respiratory care practitioners as adopted by the Board.

8. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.920.2(1), (5) and (6) RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by sections 334.800 to 334.930 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:

(1) Use or unlawful possession of any controlled substance, as defined in chapter 195, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of a respiratory care practitioner;

...

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a respiratory care practitioner;

- (6) Violation of, or assisting or enabling any person to violate, any provision of sections 334.800 to 334.930, or of any lawful rule or regulation adopted pursuant to sections 334.800 to 334.930;

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.

The terms of discipline shall include that the respiratory care practitioner license of Bridgett Points, license number 2010023223, be placed on **PROBATION** for a period of three (3) years (“disciplinary period”). During Licensee’s probation, Licensee shall be entitled to engage in the practice of respiratory care under §§ 334.800 through 334.930, RSMo, provided Licensee adheres to all of the terms of this Settlement Agreement.

I. 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 submit reports to the Missouri Board for Respiratory Care, P.O. Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the disciplinary period.
- C. Licensee shall keep the Board apprised of Licensee’s current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Licensee shall comply with all provisions of the Respiratory Care Practice Act, §§ 334.800 through 334.930, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. “State” here includes the state of Missouri and all other states and territories of the United States.
- E. During the disciplinary period, Licensee shall timely renew Licensee’s license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee’s license in a current and active state.
- F. If at any time during the disciplinary period, Licensee removes Licensee from the state of Missouri, ceases to be currently licensed under provisions of §§334.800 through 334.930, RSMo., or fails to advise the Board of Licensee’s current place of business and residence, the time of Licensee’s absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 334.920.3, RSMo.
- G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board’s representatives to monitor Licensee’s compliance with the terms and conditions of this Settlement Agreement.

- H. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).
- I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of §§ 334.800 through 334.930, RSMo, by Licensee not specifically mentioned in this document.

## II. ADDITIONAL REQUIREMENTS

- A. Licensee shall undergo evaluation by a Board approved counselor. Thereafter, quarterly reports from the approved counselor shall be submitted to verify compliance with the evaluation. Said future evaluations shall be due on the 1<sup>st</sup> of November, February, May, and August during the probationary period.
- B. Licensee must submit to random alcohol/drug screen testing during the disciplinary period and cause the random alcohol/drug screen testing reports to be submitted to the board within six weeks of the effective date of this order. These alcohol/drug screens shall be taken at Licensee's expense.
- C. Licensee must make the necessary arrangements to set up alcohol/drug screen testing with a company within two weeks of the effective date of this order and submit proof of having done so to the Board.
- D. Licensee shall cause an employment evaluation form from each and every respiratory care employer of Licensee's to be submitted to the board within six weeks of the effective date of this order. That evaluation shall include information as to Licensee's orientation and training and overall competency in practicing respiratory care therapies. Thereafter, employment evaluation forms will be due, in the Board's office, on the 1<sup>st</sup> days of February, May, August and November of every year that this order is in force. 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 a healthcare employer, Licensee shall, in addition, cause a final evaluation form from that supervisor to be submitted to the board within six weeks following the last day of employment. If Licensee is not engaged in the practice of respiratory care, Licensee shall submit a notarized letter to that effect in lieu of an evaluation.
- E. The random alcohol/drug screen testing reports and employer evaluation shall be sent by the supervisors to:

Missouri Board for Respiratory Care  
P.O. Box 1335  
Jefferson City, Missouri 65102.

9. The parties to this Agreement understand that the Board will maintain this Agreement as an open record of the Board as provided in Chapters 334, 610 and 324, RSMo.

10. The terms of this settlement agreement are contractual, legally enforceable, and binding, not

merely recital. Except as otherwise provided 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.

11. Licensee, together with Licensee's heirs and assignees, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents and attorneys, including any former Board members, employees, agents and attorneys of, and 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, arising out of, or relate to any of the matters raised in this case, its settlement, 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 to be void or unenforceable.

12. If no contested case has been filed against the Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the Licensee. **If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

13. If licensee has requested review, Licensee and the 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 of the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

14. If the licensee does not request review by the Administrative Hearing Commission, the agreement will become effective thirty (30) days after the agreement is signed by the committee's Executive Director.

**LICENSEE**

Bridgett Points, RRT  
Bridgett Points

Date: 10/13/2016

**COMMITTEE**

Vanessa Beauchamp  
Vanessa Beauchamp, Executive Director  
Missouri Board for Respiratory Care

Date: 10/17/16