

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI BOARD FOR RESPIRATORY CARE
AND
MICHAEL WILLIAMS

Michael Williams (Williams) and the Missouri Board for Respiratory Care (Board) enter into this Settlement Agreement for the purpose of resolving the question of whether Williams' license as a Respiratory Care Practitioner, no. 2005025325, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ 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 Supp. 2012. The Board and Williams jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2012.

Williams acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Board at which time Williams may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to him by law, Williams 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 him.

Williams acknowledges that he has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Williams stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Williams' license as a Respiratory Care Practitioner, license no. 2005025325, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 334, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Williams in Part II herein is based only on the agreement set out in Part I herein. Williams understands that the Board may take further disciplinary action against him

based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Williams herein jointly stipulate to the following:

1. The Board was established pursuant to § 334.830, RSMo, for the purpose of executing and enforcing the provisions of §§ 334.800 through 334.930, RSMo, as amended.

2. Williams is licensed by the Board as a respiratory care practitioner, license number 2005025325. Williams' license was at all relevant times herein, current and active.

3. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 334.920, RSMo.

4. On or about July 20, 2012, Williams requested that the Board change the address they had for him on file to 725 S. 14th St., Quincy, Illinois 62301.

5. On or about September 7, 2012, the Board sent a letter to Williams at his new address requesting Williams to comply with a random continuing education audit. The letter asked Williams to submit all

documents verifying completion of the continuing education requirement by October 30, 2012.

6. On or about November 6, 2012, the Board re-sent the letter to Williams as a Second Request requiring compliance by November 26, 2012.

7. On or about December 13, 2012, the Board re-sent the letter to Williams requesting compliance by January 15, 2013.

8. All three letters were sent to the address Williams provided in his email.

9. The Board never received an explanation or response from Williams for any of the letters.

10. Section 334.920 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:

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

11. 20 CSR 225-4.010 states, in pertinent part:

(9) Upon request of the board, the Williams shall provide all documentation of completion of continuing educational activities[.]

12. Because Williams has failed to respond to the Board's written requests for documentation of the completion of continuing education requirements, as set forth herein, Williams has violated 20 CSR 225-4.010, which is stated above.

13. Williams' violation of 20 CSR 225-4.010 constitutes cause to discipline Williams' respiratory care therapist license pursuant to § 334.920.2(6), RSMo Supp. 2012.

II.
Joint Agreed Disciplinary Order

Based on 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 § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Supp. 2012.

1. **Williams' license is on probation.** Williams' license as a Respiratory Care Practitioner is hereby placed on PROBATION for a period of THREE (3) years ("disciplinary period"). During Williams' probation, Williams shall be entitled to engage in the practice of respiratory care under Sections 334.800 through 334.930, RSMo, provided Williams adheres to all of the terms of this Settlement Agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

I. EDUCATION REQUIREMENTS

- A. Williams shall complete the twenty-four (24) hours of continuing education required pursuant to § 334.880, RSMo, and 20 CSR 2255-4.010 for the 2014-2016 renewal cycle.
- B. Williams shall complete an additional ten (10) traditional continuing education programs, as defined by 20 CSR 2255-4.010(1), during the disciplinary period.

II. GENERAL REQUIREMENTS

- A. Williams 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. Williams shall submit reports to the Missouri Board for Respiratory Care, P.O. Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Williams 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. Williams shall keep the Board apprised of Williams' current home and work addresses and telephone numbers. Williams shall inform the Board within ten days of any change of home or work address and home or work telephone number.
- D. Williams shall comply with all provisions of the Respiratory Care Practice Act, Sections 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, Williams shall timely renew Williams' license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Williams' license in a current and active state.
- F. If at any time during the disciplinary period, Williams moves from the state of Missouri, ceases to be currently licensed under

provisions of Sections 334.800 through 334.930, or fails to advise the Board of Williams' current place of business and residence, the time of Williams' 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, Williams shall accept and comply with unannounced visits from the Board's representatives to monitor Williams' compliance with the terms and conditions of this Settlement Agreement.
- H. If Williams 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 Sections 334.800 through 334.930, RSMo, by Williams not specifically mentioned in this document.

III. ADDITIONAL REQUIREMENTS

- A. Williams shall not allow Williams' license to lapse.
- B. Williams shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Williams practices or has privileges of Williams' disciplinary status. Notification shall be in writing and Williams shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.
- C. Williams shall cause an employment evaluation form from each and every respiratory care employer of Williams' to be submitted to the board within six weeks of the effective date of this order. That evaluation shall include information as to Williams' 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 1st days of February, May, August and November of every year that this order is in force. The evaluation form shall be completed by Williams' supervisor within a four week period prior to the date it is due. If Williams ends employment with a healthcare employer, Williams 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.

D. The evaluation shall be sent by the supervisor to:

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

3. Upon the expiration of the disciplinary period, the license of Williams shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Board determines that Williams 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 Williams' license.

4. No additional discipline shall be imposed by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Board as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Williams of Chapter 334, RSMo, as

amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Board or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that 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, may impose further disciplinary action. Williams agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. 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.

10. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 324, 334, and 610, RSMo, as amended.

11. Williams, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

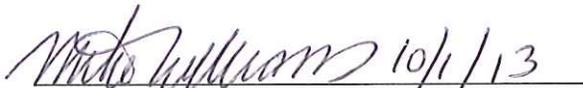
12. Williams understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Williams' license. If Williams desires the

Administrative Hearing Commission to review this Settlement Agreement, Williams may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

13. If Williams requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Williams' license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Board may proceed to seek discipline against Williams as allowed by law. If Williams does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

Licensee

Missouri Board for Respiratory Care


Michael Williams 10/1/13
Date


Vanessa Beauchamp, Executive Director
Date: 10-9-13

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