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10 **BEFORE THE**
RESPIRATORY CARE BOARD
11 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

12

13 In the Matter of the Accusation Against:

Case No. 1H 2008 124

14 MELISSA RENEE BRADLEY

6544 Murietta Avenue

15 Van Nuys, California 91401

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 Respiratory Care Practitioner License No. 13285

17 Respondent.

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19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
20 above-entitled proceedings that the following matters are true:

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PARTIES

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23 1. Stephanie Nunez (Complainant) is the Executive Officer of the
24 Respiratory Care Board of California (Board). She brought this action solely in her official
25 capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State
of California, by Elaine Gyurko, Senior Legal Analyst.

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27 2. Melissa Renee Bradley (Respondent) is representing herself in this
proceeding and has chosen not to exercise her right to be represented by counsel.

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3. On or about January 26, 1990, the Board issued Respiratory Care

1 Practitioner License Number 13285 to Melissa Renee Bradley (Respondent). This license was in
2 full force and effect at all times relevant to the charges brought in Accusation No. 1H 2008 124
3 and will expire on December 31, 2009, unless renewed.

4 JURISDICTION

5 4. Accusation No. 1H 2008 124 was filed before the Board, and is currently
6 pending against Respondent. The Accusation, together with all other statutorily required
7 documents, was properly served on Respondent on July 17, 2008. Respondent timely filed her
8 Notice of Defense contesting the Accusation. A copy of Accusation No. 1H 2008 124 is attached
9 as Exhibit A and incorporated herein by reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read and understands the charges and allegations
12 in Accusation No. 1H 2008 124. Respondent has also carefully read and understands the effects
13 of this Stipulated Settlement and Disciplinary Order.

14 6. Respondent is fully aware of her legal rights in this matter, including the
15 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
16 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
17 the right to present evidence and to testify on her own behalf; the right to the issuance of
18 subpoenas to compel the attendance of witnesses and the production of documents; the right to
19 reconsideration and court review of an adverse decision; and all other rights accorded by the
20 California Administrative Procedure Act and other applicable laws.

21 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
22 each and every right set forth above.

23 CULPABILITY

24 8. Respondent admits the truth of each and every charge and allegation in
25 Accusation No. 1H 2008 124.

26 9. Respondent agrees that her Respiratory Care Practitioner License is
27 subject to discipline, and she agrees to be bound by the Board's imposition of discipline as set
28 forth in the Disciplinary Order below.

1 CONTINGENCY

2 10. This stipulation shall be subject to approval by the Respiratory Care
3 Board. Respondent understands and agrees that the Board's staff and counsel for Complainant
4 may communicate directly with the Board regarding this stipulation and settlement, without
5 notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent
6 understands and agrees that she may not withdraw her agreement or seek to rescind the
7 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
8 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
9 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
10 the parties, and the Board shall not be disqualified from further action by having considered this
11 matter.

12 11. The parties understand and agree that facsimile copies of this Stipulated
13 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
14 force and effect as the originals.

15 12. In consideration of the foregoing admissions and stipulations, the parties
16 agree that the Board may, without further notice or formal proceeding, issue and enter the
17 following Disciplinary Order:

18 DISCIPLINARY ORDER

19 IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 13285
20 issued to Respondent Melissa Renee Bradley is revoked. However, the revocation is stayed and
21 Respondent is placed on probation for two (2) years on the following terms and conditions.

22 1. WORK SCHEDULES Respondent shall be required to submit to the
23 probation monitor work schedules on a monthly basis for the length of probation. Respondent
24 shall ensure the Board has a copy of her current work schedule at all times for each place of
25 employment.

26 Failure to submit current work schedules on a continuous basis shall constitute a
27 violation of probation, and shall result in the filing of an accusation and/or a petition to revoke
28 probation against Respondent's respiratory care practitioner license.

1 2. BIOLOGICAL FLUID TESTING Respondent, at her expense, shall
2 participate in random testing, including, but not limited to, biological fluid testing (i.e., urine,
3 blood, saliva), breathalyzer, hair follicle testing, or a drug screening program approved by the
4 Board. Test costs range from \$21.00 to \$200.00 each. The length of time shall be for the entire
5 probation period. The frequency and location of testing will be determined by the Board.

6 At all times, Respondent shall fully cooperate with the Board or any of its
7 representatives, and shall, when directed, appear for testing as requested, and submit to such tests
8 and samples for the detection of alcohol, narcotics, hypnotics, dangerous drugs or other
9 controlled substances.

10 If Respondent is unable to provide a specimen in a reasonable amount of time
11 from the request, while at the work site, Respondent understands that any Board representative
12 may request from the supervisor, manager or director on duty to observe Respondent in a manner
13 that does not interrupt or jeopardize patient care in any manner, until such time Respondent
14 provides a specimen acceptable to the Board.

15 Failure to submit to testing or appear as requested by any Board representative for
16 testing, as directed, shall constitute a violation of probation, and shall result in the filing of an
17 accusation and/or a petition to revoke probation against Respondent's respiratory care
18 practitioner license.

19 3. ABSTENTION FROM USE OF DRUGS AND ALCOHOL Respondent
20 shall completely abstain from the possession or use of alcohol, controlled substances, dangerous
21 drugs, any and all other mood altering drugs, substances and their associated paraphernalia,
22 except when the drugs are lawfully prescribed by a licensed practitioner as part of a documented
23 medical treatment.

24 Respondent shall execute a release authorizing the release of pharmacy and
25 prescribing records as well as physical and mental health medical records. Respondent shall also
26 provide information of treating physicians, counselors or any other treating professionals as
27 requested by the Board.

28 Respondent shall ensure that she is not in the presence of or in the same physical

1 location as individuals who are using illegal substances, even if Respondent is not personally
2 ingesting the drug(s).

3 Any positive result that registers over the established laboratory cutoff level shall
4 constitute a violation of probation, and shall result in the filing of an accusation and/or a petition
5 to revoke probation against Respondent's respiratory care practitioner license.

6 Respondent also understands and agrees that any positive result that registers over
7 the established laboratory cutoff level shall be reported to each of Respondent's employers.

8 4. SUPERVISOR QUARTERLY REPORTS Supervisor Quarterly Reports
9 of Performance are due for each year of probation and the entire length of probation from each
10 employer, as follows:

11 For the period covering January 1st through March 31st, reports are to be
12 completed and submitted between April 1st and April 7th. For the period covering April 1st
13 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For
14 the period covering July 1st through September 30th, reports are to be completed and submitted
15 between October 1st and October 7th. For the period covering October 1st through December
16 31st, reports are to be completed and submitted between January 1st and January 7th.

17 Respondent is ultimately responsible for ensuring his employer(s) submits complete and timely
18 reports. Failure to ensure each employer submits complete and timely reports shall constitute a
19 violation of probation.

20 5. OBEY ALL LAWS Respondent shall obey all laws, whether federal,
21 state, or local. Respondent shall also obey all regulations governing the practice of respiratory
22 care in California.

23 Respondent shall notify the Board in writing within 14 days of any incident
24 resulting in her arrest, or charges filed against, or a citation issued against Respondent.

25 6. QUARTERLY REPORTS Respondent shall file quarterly reports of
26 compliance under penalty of perjury, on forms to be provided to the probation monitor assigned
27 by the Board. Omission or falsification in any manner of any information on these reports shall
28 constitute a violation of probation, and shall result in the filing of an accusation and/or a petition

1 to revoke probation against Respondent's respiratory care practitioner license.

2 Quarterly report forms will be provided by the Board. Respondent is responsible
3 for contacting the Board to obtain additional forms if needed. Quarterly reports are due for each
4 year of probation and the entire length of probation as follows:

5 For the period covering January 1st through March 31st, reports are to be
6 completed and submitted between April 1st and April 7th. For the period covering April 1st
7 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For
8 the period covering July 1st through September 30th, reports are to be completed and submitted
9 between October 1st and October 7th. For the period covering October 1st through December 31st,
10 reports are to be completed and submitted between January 1st and January 7th.

11 Failure to submit complete and timely reports shall constitute a violation of
12 probation.

13 7. PROBATION MONITORING PROGRAM Respondent shall comply
14 with requirements of the Board appointed probation monitoring program, and shall, upon
15 reasonable request, report to or appear to a local venue as directed.

16 Respondent shall claim all certified mail issued by the Board, respond to all
17 notices of reasonable requests timely, and submit Annual Reports, Identification Update reports
18 or other reports similar in nature, as requested and directed by the Board or its representative.

19 Respondent is encouraged to contact the Board's Probation Program at any time
20 she has a question or concern regarding her terms and conditions of probation.

21 Failure to appear for any scheduled meeting or examination, or cooperate with the
22 requirements of the program, including timely submission of requested information, shall
23 constitute a violation of probation, and will result in the filing of an accusation and/or a petition
24 to revoke probation against Respondent's respiratory care practitioner license.

25 8. PROBATION MONITORING COSTS All costs incurred for probation
26 monitoring during the entire probation shall be paid by the Respondent. The monthly cost may
27 be adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms
28 and conditions may also cause this amount to be increased.

1 All payments for costs are to be sent directly to the Respiratory Care Board and
2 must be received by the date(s) specified. (Periods of tolling will not toll the probation
3 monitoring costs incurred.)

4 If Respondent is unable to submit costs for any month, she shall be required
5 instead to submit an explanation of why she is unable to submit the costs, and the date(s) she will
6 be able to submit the costs including payment amount(s). Supporting documentation and
7 evidence of why the Respondent is unable to make such payment(s) must accompany this
8 submission.

9 Respondent understands that failure to submit costs timely is a violation of
10 probation, and submission of evidence demonstrating financial hardship does not preclude the
11 Board from pursuing further disciplinary action. However, Respondent understands providing
12 evidence and supporting documentation of financial hardship may delay further disciplinary
13 action.

14 In addition to any other disciplinary action taken by the Board, an unrestricted
15 license will not be issued at the end of the probationary period, and the respiratory care
16 practitioner license will not be renewed, until such time all probation monitoring costs have been
17 paid.

18 The filing of bankruptcy by Respondent shall not relieve the Respondent of her
19 responsibility to reimburse the Board for costs incurred.

20 9. EMPLOYMENT REQUIREMENT Respondent shall be employed a
21 minimum of 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of her
22 probation period.

23 Respondent may substitute successful completion of a minimum of thirty (30)
24 additional continuing education hours, beyond that which is required for license renewal, for
25 each 8 months of employment required. Respondent shall submit proof to the Board of
26 successful completion of all continuing education requirements. Respondent is responsible for
27 paying all costs associated with fulfilling this term and condition of probation.

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1 10. NOTICE TO EMPLOYER Respondent shall be required to inform her
2 employer, and each subsequent employer during the probation period, of the discipline imposed
3 by this decision by providing her supervisor and director and all subsequent supervisors and
4 directors with a copy of the decision and order, and the Accusation in this matter prior to the
5 beginning of or returning to employment or within 14 days from each change in a supervisor or
6 director.

7 If Respondent is employed by or through a registry, Respondent shall make each
8 hospital or establishment to which she is sent aware of the discipline imposed by this decision by
9 providing her direct supervisor and administrator at each hospital or establishment with a copy of
10 this decision, and the Accusation in this matter prior to the beginning of employment. This must
11 be done each time there is a change in supervisors or administrators.

12 The employer will then inform the Board, in writing, that she is aware of the
13 discipline, on forms to be provided to the Respondent. Respondent is responsible for contacting
14 the Board to obtain additional forms, if needed. All reports completed by the employer must be
15 submitted from the employer directly to the Board.

16 Respondent shall execute a release authorizing the Board or any of its
17 representatives to review and obtain copies of all employment records and discuss and inquire of
18 the probationary status with any of Respondent's supervisors or directors.

19 11. CHANGES OF EMPLOYMENT OR RESIDENCE Respondent shall
20 notify the Board, and appointed probation monitor, in writing, of any and all changes of
21 employment, location, and address within 14 days of such change. This includes, but is not
22 limited to, applying for employment, termination or resignation from employment, change in
23 employment status, change in supervisors, administrators or directors.

24 Respondent shall also notify her probation monitor AND the Board IN WRITING
25 of any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for
26 mailing purposes, however the Respondent must also provide her physical residence address as
27 well.

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1 12. SURRENDER OF LICENSE Following the effective date of this
2 decision, if Respondent ceases practicing due to retirement, health reasons or is otherwise unable
3 to satisfy the terms and conditions of probation, she may request the voluntary surrender of her
4 license. The Board reserves the right to evaluate Respondent's request and to exercise its
5 discretion whether or not to grant the request or to take any other action deemed appropriate and
6 reasonable under the circumstances. Upon formal acceptance of the surrender, within 15
7 calendar days, Respondent shall deliver her wallet and wall certificate to the Board or its
8 designee and she shall no longer practice respiratory care. Respondent will no longer be subject
9 to the terms and conditions of probation and the surrender of Respondent's license shall be
10 deemed disciplinary action. If Respondent re-applies for a respiratory care license, the
11 application shall be treated as a petition for reinstatement of a revoked license.

12 13. COST RECOVERY Respondent shall pay to the Board a sum not to
13 exceed the costs of the investigation and prosecution of this case. That sum shall be \$1,392.00
14 and shall be paid in full directly to the Board, in equal quarterly payments, within 12 months
15 from the effective date of this decision. Cost recovery will not be tolled.

16 If Respondent is unable to submit costs timely, she shall be required instead to
17 submit an explanation of why she is unable to submit these costs in part or in entirety, and the
18 date(s) she will be able to submit the costs including payment amount(s). Supporting
19 documentation and evidence of why the Respondent is unable to make such payment(s) must
20 accompany this submission.

21 Respondent understands that failure to submit costs timely is a violation of
22 probation, and submission of evidence demonstrating financial hardship does not preclude the
23 Board from pursuing further disciplinary action. However, Respondent understands that
24 providing evidence and supporting documentation of financial hardship may delay further
25 disciplinary action.

26 Consideration to financial hardship will not be given should Respondent violate
27 this term and condition, unless an unexpected AND unavoidable hardship is established from the
28 date of this order to the date payment(s) is due.

1 The filing of bankruptcy by the Respondent shall not relieve the Respondent of
2 her responsibility to reimburse the Board for these costs.

3 14. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE Periods
4 of residency or practice outside California, whether the periods of residency or practice are
5 temporary or permanent, will toll the probation period, but will not toll the cost recovery
6 requirement, nor the probation monitoring costs incurred. Travel out of California for more than
7 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the
8 Board, in writing, within 14 days, upon her return to California and prior to the commencement
9 of any employment where representation as a respiratory care practitioner is/was provided.

10 15. VALID LICENSE STATUS Respondent shall maintain a current, active
11 and valid license for the length of the probation period. Failure to pay all fees and meet
12 Continuing Education requirements prior to her license expiration date shall constitute a
13 violation of probation.

14 16. VIOLATION OF PROBATION If Respondent violates any term of the
15 probation in any respect, the Board, after giving Respondent notice and the opportunity to be
16 heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to
17 revoke probation is filed against Respondent during probation, the Board shall have continuing
18 jurisdiction, and the period of probation shall be extended until the matter is final. No petition
19 for modification of penalty shall be considered while there is an accusation or petition to revoke
20 probation or other penalty pending against Respondent.

21 17. COMPLETION OF PROBATION Upon successful completion of
22 probation, Respondent's license shall be fully restored.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Respiratory Care Practitioner License. I enter into this Stipulated Settlement voluntarily, knowingly, and intelligently, and agree to be bound by the Disciplinary Order and Decision of the Respiratory Care Board. I further agree that a facsimile copy of this Stipulated Settlement and Disciplinary Order, including facsimile copies of signatures, may be used with the same force and effect as the originals.

DATED: October 27, 2008.

Original signed by: _____
MELISSA RENEE BRADLEY
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Respiratory Care Board of the Department of Consumer Affairs.

DATED: November 25, 2008.

EDMUND G. BROWN JR., Attorney General
of the State of California
PAUL C. AMENT
Supervising Deputy Attorney General

Original signed by: _____
ELAINE GYURKO
Senior Legal Analyst

Attorneys for Complaint

**BEFORE THE
RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 1H 2008 124

MELISSA RENEE BRADLEY
6544 Murietta Avenue
Van Nuys, California 91401

Respiratory Care Practitioner License No. 13285

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on January 18, 2009.

It is so ORDERED January 8, 2009.

Original signed by: _____

LARRY L. RENNER, BS, RRT, RCP, RPFT
PRESIDENT, RESPIRATORY CARE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA