

SETTLEMENT AGREEMENT

I. PARTIES

This settlement agreement is made and entered into by and between the State Board of Respiratory Care (Board) and Lisa Briggs (Briggs).

II. RECITALS

A. The Board is authorized pursuant to North Dakota Century Code (N.D.C.C.) ch. 43-42 to license and regulate the profession of respiratory care.

B. Briggs has applied to renew her license to practice respiratory care in North Dakota.

C. N.D.C.C. § 43-42-05 authorizes the Board to suspend, revoke, or place conditions on the status any license issued by the Board on proof at a hearing that the licensee has committed an act set forth in the law.

D. The Board found grounds to support allegations that Briggs violated North Dakota Century Code (N.D.C.C.) § 43-42-03(5)(d) and Code of Ethics Proscription 1.

E. Briggs acknowledges she has been informed and understands she has the right to seek the advice of legal counsel in this matter.

F. Briggs acknowledges she has been informed and understands she has the right to a hearing and appeal pursuant to N.D.C.C. ch. 43-42 and N.D.C.C. ch. 28-32 prior to any adverse action being taken against her license.

III. AGREEMENT

The Board and Briggs agree to resolve this matter as follows:

1. The Board grants Briggs' request to renew her license.

2. Briggs' license is immediately placed in probationary status for a period of at least one (1) year from the date of her execution of this agreement.
3. During probation Briggs agrees:
 - a. To complete three (3) continuing education hours through courses containing content on medical ethics, professionalism, and integrity. Briggs shall submit evidence to the Board indicating completion of those hours. All costs associated with the hours shall be borne by Briggs. These hours shall be in addition to continuing education hours required by law.
 - b. After completing the three (3) continuing education hours, Briggs shall Provide a two-page written explanation to the Board that sets forth the harm that can be caused by the type of conduct she engaged in, what she learned from the continuing education hours, and explain safeguards she has put in place to help ensure similar transgressions do not occur in the future.
 - c. If Briggs changes employers, or if any employer shares concerns with Briggs that she may be violating any employment-related policy or the laws or rules applying to respiratory care, Briggs shall immediately inform the Board in writing and provide details of that circumstance.

d. Comply with all laws and rules related to the practice of respiratory care.

4. Briggs waives her right to an administrative hearing and appeal that are set forth in N.D.C.C. ch. 43-42 and ch. 28-32.
5. The Board will determine if Briggs fulfills the terms of this Agreement. If Briggs fails to fulfill the terms of this Agreement, the Board may take further disciplinary action against her license without a hearing or appeal.
6. There are no covenants, promises, undertakings, or understandings outside this Agreement other than those herein specifically set forth.
7. This Agreement shall be governed by the substantive laws of the State of North Dakota without regard to conflict of law principles.

Dated this 9 day of March, 2022.

Lisa Briggs
Lisa Briggs

State of NORTH DAKOTA
County of STARK

Subscribed and affirmed to before me
this 9 day of MARCH, 2022.

Ashley K Wanner
Notary Public



Dated this 28 day of March, 2022.

STATE BOARD OF RESPIRATORY CARE

By: Ashley Erickson
Its President