

SETTLEMENT AGREEMENT BETWEEN JOHN CARPENTER AND THE STATE  
COMMITTEE FOR SOCIAL WORKERS

The State Committee for Social Workers (the “Committee”) and John Carpenter (“Licensee” or “Carpenter”) enter into this settlement agreement for the purpose of resolving the question of whether Licensee’s clinical social worker license will be subject to discipline and, if so, to agree on the appropriate level of discipline to be imposed upon that license (the “Settlement Agreement”).

Pursuant to the terms of Section 536.060 RSMo<sup>1</sup>, the parties hereto waive the right to a hearing by the Administrative Hearing Commission and the right to a disciplinary hearing before the Committee per Section 621.110, RSMo, and stipulate and agree to final disposition of this matter by this Settlement Agreement.

Licensee acknowledges that he understands the various rights and privileges afforded to 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 against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a hearing before the Committee at which time he may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided it 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 him.

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Committee in determining there is cause for discipline, along with citations to law and/or regulations the Committee believes were violated and that he has been advised of his right to consult with private legal counsel, at his expense, to assist him with this matter. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Licensee's license is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 324, 337 and 621, RSMo.

**Relevant Statutes and Regulations**

1. Section 337.630.2, RSMo, authorizes discipline against a clinical social worker's license and states, in relevant part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any license required by sections 337.600 to 337.689 or any person who has failed to renew or has surrendered the person's 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 337.600 to 337.689, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

\* \* \*

(13) Violation of any professional trust or confidence;

\* \* \*

(15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state.

4. After the filing of such complaint, the proceedings shall be conducted in accordance with the provisions of chapter 621. Upon a finding by the administrative hearing commission that the grounds, provided in subsection 2 of this section, for disciplinary action are met, the committee may censure or place the person named in the complaint on probation on such terms and conditions as the committee deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke the license.

2. Section 565.218, RSMo, provides requires certain persons to report suspected abuse and states, in relevant part:

1. When any physician, physician assistant, dentist, chiropractor, optometrist, podiatrist, intern, resident, nurse, nurse practitioner, medical examiner, social worker, licensed professional counselor, certified substance abuse counselor, psychologist, physical therapist, pharmacist, other health practitioner, minister, Christian Science practitioner, facility administrator, nurse's aide or orderly in a residential facility, day program or specialized service operated, funded or licensed by the department or in a mental health facility or mental health program in which people may be admitted on a voluntary basis or are civilly detained pursuant to chapter 632; or employee of the departments of social services, mental health, or health and senior services; or home health agency or home health agency employee; hospital and clinic personnel engaged in examination, care, or treatment of persons; in-home services owner, provider, operator, or employee; law enforcement officer; long-term care facility administrator or employee; mental health professional; peace officer; probation or parole officer; or other nonfamilial person with responsibility for the care of a vulnerable person, as defined by section 630.005, has reasonable cause to suspect that such a person has been subjected to abuse or neglect or observes such a person being subjected to conditions or circumstances that would reasonably result in abuse or neglect, he or she shall immediately report or cause a report to be made to the department in accordance with section 630.163. Any other person who becomes aware of circumstances which may reasonably be expected to be the result of or result in abuse or neglect may report to the department. Notwithstanding any other provision of this section, a duly ordained minister, clergy, religious worker, or Christian Science practitioner while functioning in his or her ministerial capacity shall not be required to report concerning a privileged communication made to him or her in his or her professional capacity.

2. Any person who knowingly fails to make a report as required in subsection 1 of this section is guilty of a class A misdemeanor and shall be subject to a fine up to one thousand dollars. Penalties collected for

violations of this section shall be transferred to the state school moneys fund as established in section 166.051 and distributed to the public schools of this state in the manner provided in section 163.031. Such penalties shall not be considered charitable for tax purposes.

3. Regulation 20 CSR 2263-3.100 states, in relevant part:

(1) A member of the profession shall take reasonable personal action, and inform responsible authorities or inform those persons at risk, when the conditions or actions of clients indicate that there is clear and imminent danger to clients or others. When the member is uncertain about the duty to protect, consultation with other professionals is appropriate.

**Jointly Stipulated Facts and Conclusions of Law**

Licensee and the Committee stipulate and agree to the following findings of fact and conclusions of law:

*The Parties*

4. The Committee is an agency of the state of Missouri, created and existing pursuant to Section 337.622, RSMo, for the purpose of carrying out the provisions of Sections 337.600 through 337.689, RSMo.

5. John Carpenter, Licensee, is a natural person who has registered his address with the Committee at P.O Box 14517, Springfield, Missouri 65814-0517.

6. Licensee holds a licensed clinical social worker, license number 00939, that was at all times relevant to this Settlement Agreement, and is now, current and active.

*Conduct Giving Cause for Discipline*

7. In November, 2013, Carpenter began providing therapy to Child X.<sup>2</sup>

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<sup>2</sup> The parties to this Settlement Agreement have been provided with materials to know that identity of the child in this matter. The child will be referred to as "Child X" to protect the privacy of the child.

8. By note dated November 21, 2013, Carpenter made a finding that Child X exhibited a traumatic response consistent with “sexual intrusion by a male figure” and further stated that “Dad” exhibited evidence of being a sexual molester and that continued visits with Dad would cause “continued emotional damage” and concluded “WE NEED HER TO BE SAFE.”

9. On October 27, 2014, at a court hearing regarding a modification of custody and parenting time (the “Motion to Modify Hearing”) regarding Child X, Licensee testified as to his findings regarding Child X.

10. At the Motion to Modify Hearing, Carpenter testified that he did not “hotline” the allegations of sexual abuse of Child X.

11. Carpenter further testified at the Motion to Modify Hearing that he was aware that “Mother” had already “hotlined” the suspected abuse and nothing had come of it.

12. Carpenter is a mandatory reporter per Section 565.218, RSMo.

13. Carpenter had reasonable cause to suspect that Child X had been subjected to abuse or neglect.

14. Carpenter did not “hotline” the information regarding possible sexual abuse of Child X as required by Section 565.218, RSMo.

15. The Committee has cause to discipline Carpenter’s clinical social worker license pursuant to Section 337.630.2(5), (6), (13), and (15), RSMo.

**Jointly Stipulated Disciplinary Order**

The parties agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter pursuant to Sections 337.630 and 621.045.3, RSMo:

16. Carpenter's clinical social worker license is placed on **PROBATION** for a period of **ONE YEAR** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as a clinical social worker, subject to compliance with the terms and conditions of the Disciplinary Period as set forth in this Settlement Agreement.

**Terms and Conditions of the Disciplinary Period**

17. Licensee shall comply with the following terms and conditions of the Disciplinary Period:

- a. Within six months after the effective date of this Settlement Agreement, Licensee shall complete a Committee approved training program or seminar for mandatory reporting of vulnerable person abuse pursuant to Section 565.218, RSMo. Licensee shall submit the proposed training program or seminar to the Committee for approval before completion of the training program or seminar. Within 30 days after completing this training program or seminar, Licensee shall provide the Committee with written documentation verifying that he completed this training of the training program or seminar;
- b. Licensee shall keep the Committee informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Committee in writing within ten (10) business days of any change in this information. If Licensee utilizes e-mail, Licensee shall provide the Committee with his current and active e-mail address;
- c. Licensee shall submit written reports of compliance on or before January 1, April 1, July 1 and October 1 of each calendar year, but shall be submitted no more than

two weeks prior to each reports due date. Each written report of compliance shall state truthfully whether Licensee has complied with all conditions of the Disciplinary Period and, if not, shall provide full disclosure of the failure to comply. Each written report of compliance shall be due regardless of whether Licensee is engaging in the practice of social work;

- d. Licensee shall meet with the Committee or its representatives at such times and places as required by the Committee after notification of a required meeting;
- e. Licensee shall comply with all provisions of Chapter 337, RSMO, and its regulations, and all state and federal criminal laws and all state and federal laws related to the practice of clinical social work, including compliance with state revenue laws;
- f. Licensee shall engage in no conduct that would give the Committee cause to seek authority to discipline from the Administrative Hearing Commission as set forth in Section 337.630, RSMo;
- g. Upon the request of the Committee or its representative, Licensee shall immediately submit any and all records requested to show compliance with these terms and conditions;
- h. Licensee shall renew timely all licenses, shall pay timely all fees required for licensure and shall meet all other requirements necessary to maintain all licenses issued by the Committee current and active; and
- i. Licensee shall accept and comply with unannounced visits from the Committee or its representatives to monitor Licensee's compliance with these terms and conditions.

18. 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.

19. Upon the expiration of the Disciplinary Period and successful completion of the Disciplinary Period, Licensee's license shall be fully restored if all other requirements of the law have been satisfied; provided however, that in the event the Committee determines that Licensee has violated any term or condition of this Settlement Agreement, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may impose additional probation, suspend, revoke, or otherwise lawfully discipline Licensee's license.

20. The Committee shall enter no order imposing further discipline on Licensee's license without notice and an opportunity for hearing before the Committee in accordance with the provisions of Chapter 536, RSMo.

21. If the Committee determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the Administrative Hearing Commission or in a circuit court, the Committee may elect to pursue any lawful remedies or procedures afforded to it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning such violation(s).

22. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Committee may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine

whether a violation of the terms and conditions of the Disciplinary Period occurred and, if so, may impose further discipline on the license of Licensee. The Committee has continuing jurisdiction to hold a hearing determine if a violation of the terms and conditions of the Disciplinary Period occurred.

23. Licensee, together with his heirs and assigns and his attorney(s), do hereby waive, release, acquit and forever discharge the Committee, its respective members and any of its employees, agents or attorneys, including any former Committee members, employees, agents and attorneys, of, or 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 Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges 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 void or unenforceable.

24. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

25. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license(s). If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit his request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson

City, Missouri 65102.

26. If Licensee 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 Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Committee.

27. This Settlement Agreement shall be maintained as an open and public record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

**LICENSEE**

John Carpenter, LCSW  
John Carpenter, Licensee

Date 10-02-15

**COMMITTEE**

Tom Reichard  
Tom Reichard, Executive Director

Date 10-19-15

Approved:

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#                      Date

Sharon K. Euler 10/6/15  
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ATTORNEY FOR LICENSEE

ATTORNEY FOR THE COMMITTEE