SETTLEMENT AGREEMENT BETWEEN THE STATE COMMITTEE FOR SOCIAL WORKERS AND TRACYNE CAUMARTIN

Tracyne Caumartin ("Caumartin") and the State Committee for Social Workers ("the Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Caumartin's license as a Missouri licensed clinical social worker will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,[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 Committee under § 621.110, RSMo (Cum. Supp. 2011), and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Caumartin acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges

[1] Statutory citations herein are to the Revised Statutes of Missouri 2000 unless otherwise noted.

pending against her and, subsequently, the right to a disciplinary hearing before the Committee at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending an action against her license. Being aware of these rights provided her by operation of law, Caumartin knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement. Caumartin further agrees to abide by the terms of this Agreement, as they pertain to her.

Caumartin acknowledges that she has received a copy of the investigative report, and other documents relied upon by the Committee in determining there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. For the purpose of settling their dispute, Caumartin stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that her Missouri license as a licensed clinical social worker, license number 2005025567, is subject to disciplinary action by the Committee in accordance with provisions of Chapter 621, RSMo (Cum. Supp. 2011) and Chapter 337, RSMo.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Caumartin in the Joint Agreed Disciplinary Order herein

is based only on the agreement set out in the Joint Stipulation of Facts and Joint Conclusions of Law herein. Caumartin understands that the Committee may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

Joint Stipulations of Fact

1. The State Committee for Social Workers ("the Committee") is an agency of the state of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of Chapter 337, RSMo pertaining to the practice of social work.

2. Respondent Tracyne Caumartin ("Caumartin") is licensed by the Committee as a Missouri licensed clinical social worker, license number 2005025567 ("Caumartin's License").

3. From about October 1, 2010 through about February 25, 2011, Caumartin's License was expired.

4. At all other times relevant herein, Caumartin's License was current and valid.

5. As a licensed clinical social worker, Caumartin established relationships of professional trust and confidence with her clients.

6. Caumartin was aware of the relationships of professional trust and confidence between herself and her clients.

7. Since November 29, 2005, Caumartin has operated Total Approach, L.L.C., providing counseling and conducting functional capacity evaluations for her clients.

8. From about October 1, 2010 to about January 3, 2011 ("the Relevant Time Period"), Caumartin provided social work services to C.P.[2] and her son, A.P.[3]

9. Caumartin provided social work services during the Relevant Time Period while her License was expired.

10. Caumartin failed to make and keep case notes related to the social work services she provided to C.P. and A.P. during the Relevant Time Period.

Joint Conclusions of Law

1. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to § 621.045 and § 337.630(2).

2. Administrative Regulation 20 C.S.R. 2263-3.010(1), of the Ethical Standards/Disciplinary Rules for Missouri licensed social workers, regarding Scope of Coverage and Organization, provides, "[t]he ethical standards/

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[2] To protect her privacy, C.P. is referenced herein by her initials.
[3] To protect his privacy, A.P. is referenced herein by his initials.

disciplinary rules for members of the profession, as set forth hereafter by the committee, are mandatory. The failure of a member of the profession to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings."

3. Administrative Regulation 20 C.S.R. 2263-3.020(2), of the Ethical Standards/Disciplinary Rules for Missouri licensed social workers, regarding Moral Standards, provides that, "[n]o member of the profession shall - (A) [v]iolate any ethical standard/disciplinary rule. . . ."

4. Administrative Rule 20 C.S.R. 2263-3.040 of the ethical standards and disciplinary rules for Social Workers, concerning prohibited relationships, provides in pertinent part:

. . .

> (11) A member of the profession rendering services to a client shall maintain professional records that include:
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> > (A) The presenting problem(s), assessment, plan of action, and progress notes;
> >
> > (B) The fee arrangement;
> >
> > (C) The date and substance of each contact with the client;
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> > (D) Notation and results of

formal consults with other providers;

(E) A copy of all evaluative reports prepared or received as a part of the professional relationship;

(F) A copy of a written communication with the client identifying the date and reason for termination of professional service if the licensed social worker is in private practice; and

(G) The clinical records of a member of the profession who is under supervision shall be co-signed by the supervisor.

(12) For the purpose of these rules, the licensed social worker and temporary permit holder shall assure that professional records are maintained for at least five (5) years after the date of service is terminated.

5. Section 337.603, RSMo, concerns the requirement of a license to practice social work in Missouri. It provides in pertinent part:

> No person shall use the title of "licensed clinical social worker" . . ., or engage in the practice of clinical social work in this state, unless the person is licensed as required by the provisions of sections 337.600 to 337.689. Only individuals who are licensed clinical social workers shall practice clinical social work.

6. Section 337.630.2, RSMo (Cum. Supp. 2011), sets forth the grounds for discipline of a clinical social worker license and provides, in pertinent part:

> The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, 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:
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> . . .
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> (5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;
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> (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;
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> . . .
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> (13) Violation of any professional trust or confidence;
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> . . .
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> (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.

7. Caumartin's conduct as described above constitutes unethical conduct, as prohibited by Administrative Regulation 20 C.S.R. 2263-3.010(1) of the Ethical Standards/Disciplinary Rules for Missouri licensed clinical social workers, adopted by the Committee and filed with the Secretary of State.

8. Caumartin's conduct as described above constitutes the violation of ethical standards/disciplinary rules, as prohibited by Administrative Regulation 20 C.S.R. 2263-3.020(2) of the Ethical Standards/Disciplinary Rules for Missouri licensed clinical social workers, adopted by the Committee and filed with the Secretary of State.

9. Caumartin's conduct as described above constitutes inadequate record keeping, as prohibited by Administrative Rule 20 C.S.R. 2263-3.040(11) and (12) of the Ethical Standards/Disciplinary Rules for Missouri licensed clinical social workers, adopted by the Committee and filed with the Secretary of State.

10. Caumartin's conduct as described above constitutes practicing social work without a license in violation of § 337.603, RSMo (Cum. Supp. 2011).

11. Caumartin's conduct as described above constitutes incompetency, misconduct, fraud, misrepresentation, or dishonesty in the

performance of the functions or duties of a social worker licensed pursuant to Chapter 337, RSMo, in violation of § 337.630.2(5), RSMo (Cum. Supp. 2011).

12. Caumartin's conduct as described above constitutes the violation of provisions of §§ 337.600 to 337.689, RSMo and/or the violation of any lawful rules or regulations adopted pursuant to §§ 337.600 to .689, RSMo, in violation of § 337.630.2(6), RSMo (Cum. Supp. 2011).

13. Caumartin's conduct as described above constitutes the violation of any professional trust or confidence, in violation of § 337.630.2(13), RSMo (Cum. Supp. 2011).

14. Caumartin's conduct as described above constitutes 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, in violation of § 337.630.2(15), RSMo (Cum. Supp. 2011).

15. As a result of Caumartin's incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to Chapter 337, RSMo, cause exists to discipline Caumartin's License pursuant to § 337.630.2(5), RSMo (Cum. Supp. 2011).

16. As a result of Caumartin's violations of provisions of §§ 337.600 to .689, RSMo and/or violations of any lawful rules or regulations adopted

pursuant to §§ 337.600 to .689, RSMo, cause exists to discipline Caumartin's License pursuant to § 337.630.2(6), RSMo (Cum. Supp. 2011).

17. As a result of Caumartin's violation of any professional trust or confidence, cause exists to discipline Caumartin's License pursuant to § 337.630.2(13), RSMo (Cum. Supp. 2011).

18. As a result of Caumartin's 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, cause exists to discipline Caumartin's License pursuant to § 337.630.2(15), RSMo (Cum. Supp. 2011).

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 Committee in this matter under the authority of § 337.630.2, RSMo, and § 621.045.4, RSMo (Cum. Supp. 2011):

1. Caumartin's License as a Missouri licensed clinical social worker, License Number 2005025567, is hereby placed on **PROBATION** for a period of three (3) years ("the Disciplinary Period"). During the Disciplinary Period, Caumartin shall be entitled to retain her clinical social worker License and offer and engage in the practice of clinical social work as provided in Chapter 337, RSMo, provided Caumartin adheres to all terms of this Agreement.

Requirements Regarding Supervised Practice

2. During the Disciplinary Period, Caumartin may offer and provide social work services only under supervision by a supervisor pre-approved by the Committee.

a. Within twenty (20) business days of the effective date of this Agreement, Caumartin shall submit five (5) or more names of proposed clinical social workers who will agree to serve as Caumartin's supervisor. The Committee may approve one of the proposed clinical social workers or may require additional names to be submitted, which Caumartin must submit within twenty (20) business days of the Committee's request. Caumartin must begin supervision within one week of the Committee's approval. Caumartin must immediately notify the Committee, in writing, of the start date of supervision. If Caumartin fails to secure a supervisor within twenty (20) business days from the effective date of this Agreement, Caumartin shall cease to practice as a clinical social worker until a supervisor is secured. Caumartin shall be responsible for any payment associated with the supervision. Supervision includes, but is not limited to, monthly on-site face-to-face review of cases, and review, approval, and co-signing of written reports such as case notes, intake assignments, test reports, treatment plans, and progress reports.

b. For each quarter during the Disciplinary Period in which she offers or provides any social work services, Caumartin's supervisor shall submit quarterly reports directly to the State Committee of Social Workers, Post Office Box 1335, Jefferson City, Missouri, 65102. These reports shall be submitted by the supervisor no later than January 1, April 1, June 1, and October 1, during each year of the Disciplinary Period. These reports shall state truthfully whether Caumartin has complied with all the terms and conditions of this Agreement. Caumartin shall facilitate the submission of these reports and it is Caumartin's responsibility to ensure that these reports are provided in a timely manner.

c. In the event Caumartin's supervisor becomes unable or decides not to continue serving in his/her capacity as supervisor during the Disciplinary Period, Caumartin shall:

i. Notify the Committee in writing within three (3) business days of the supervisor's inability or decision to no longer serve as her supervisor; and

ii. Within twenty (20) business days of being notified that the supervisor is unable or has decided not to continue serving as her supervisor, Caumartin shall secure a new supervisor with approval by the Committee. Should Caumartin be unable to

secure a new supervisor within twenty (20) business days, Caumartin shall cease to practice as a clinical social worker until a new supervisor is secured.

d. Caumartin's supervisor shall be vested with administrative authority over all matters affecting the services provided by Caumartin so that the ultimate responsibility for the welfare of every client is maintained by the supervisor.

Requirements Regarding Psychosocial Assessment

3. Caumartin shall, within six (6) months of the effective date of this Agreement, undergo a thorough general psychological assessment regarding her fitness to practice.

a. This assessment shall be completed at Caumartin's expense.

b. This assessment shall be performed by a licensed psychosocial professional pre-approved by the Committee. Caumartin shall provide a copy of this Agreement to the psychosocial professional before the evaluation is performed.

c. Caumartin shall have the psychosocial professional send the results of the evaluation directly to the State Committee of Social Workers, Post Office Box 1335, Jefferson City, Missouri, 65102 within ten (10) working days of the completion of the evaluation.

d. The written evaluation shall include:

i. A description of the tests performed and test results;

ii. Discussion of relevant clinical interview findings and interpretations;

iii. Specification of the DSM IV diagnosis/es; and

iv. A discussion of appropriate treatment recommendations or treatment plans. If there is no diagnosis requiring treatment, this should be specified in the in the evaluation.

e. Caumartin shall follow any recommendations for treatment made by the psychosocial professional.

f. Caumartin shall execute a medical release or other appropriate release which shall remain in effect for the entire Disciplinary Period authorizing the Committee to obtain records of Caumartin's treatment. Caumartin shall take no action to cancel this release. Caumartin shall take all steps necessary to continue the release in effect and shall provide a new release when requested.

g. If Caumartin's treatment is successfully completed at any time during the Disciplinary Period, Caumartin shall direct the psychosocial professional to submit a letter of final evaluation or summary within twenty (20) business days after the completion of treatment that states Caumartin

has successfully completed treatment and indicates whether Caumartin is fit to practice as a clinical social worker.

General Conditions

4. Caumartin shall meet with the Committee or its representatives at such times and places as required by the Committee after notification of a required meeting.

5. Caumartin shall submit written reports to the State Committee of Social Workers, Post Office Box 1335, Jefferson City, Missouri, 65102. These reports shall be submitted no later than January 1 and July 1 during each year of the Disciplinary Period. These reports shall state truthfully whether Caumartin has complied with all the terms and conditions of this Agreement. Caumartin's first report shall be due January 1, 2013. These reports must be submitted regardless of whether Caumartin offers or provides social work services.

6. Caumartin shall keep the Committee apprised of her current home and work addresses and telephone numbers. Caumartin shall inform the Committee within ten (10) days of any change of home or work address and home or work telephone number.

7. Caumartin shall comply with all provisions of Chapter 337, RSMo, as amended; 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.

8. During the Disciplinary Period, Caumartin shall timely renew her license and timely pay all fees required for licensing, and shall comply with all other Committee requirements necessary to maintain her license in a current and active status.

9. If at any time during the Disciplinary Period, Caumartin removes herself from the state of Missouri, ceases to be currently licensed under the provisions of Chapter 337, RSMo, or fails to advise the Committee of her current place of business and residence, the time of her absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the Disciplinary Period so imposed in accordance with § 337.630.4, RSMo.

10. During the Disciplinary Period, Caumartin shall accept and comply with unannounced visits from the Committee's representatives to monitor her compliance with the terms and conditions of this Agreement.

11. Upon the expiration of the Disciplinary Period, Caumartin's License shall be fully restored if all the requirements of law have been satisfied; provided, however, that in the event the Committee determines that Caumartin has violated any term or condition of this Agreement, the Committee may, at its discretion, after an evidentiary hearing, vacate and set

aside the discipline proposed herein and may suspend, revoke, or otherwise lawfully discipline Caumartin's License.

12. If any alleged violation of this Agreement occurred during the Disciplinary Period, the parties agree that the Committee may choose to conduct a hearing either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred. If it is determined that a violation occurred, the Committee may then impose further disciplinary action. Caumartin agrees and stipulates that the Committee has continuing jurisdiction to hold such a hearing to determine if violations have occurred and to impose further disciplinary action.

13. This Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Caumartin of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Agreement.

14. The parties to this Agreement understand that the Committee will maintain this Agreement as an open record of the Committee as provided in Chapters 324, 337, 610, and 620, RSMo.

15. Each party agrees to pay their own fees and expenses incurred as a result of this case, its investigation, its litigation, and its settlement.

16. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this 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.

17. Caumartin, together with her heirs, assigns, and attorneys, hereby waives, releases, acquits and forever discharges 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 § 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 matter, or from the negotiation or execution of this Agreement. The parties acknowledge that this Paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof to be void or unenforceable.

18. Caumartin has the right, either at the time this Agreement is signed by all parties or within fifteen (15) days thereafter, to submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to this Agreement constitute cause for disciplining Caumartin's License. If Caumartin seeks review this Agreement, such request may be submitted in writing to the Administrative Hearing Commission, Truman State Office Building, Room 640, 301 West High Street, Post Office Box 1557, Jefferson City, Missouri 65101.

19. If Caumartin requests review of this Agreement by the Administrative Hearing Commission, Caumartin and the Committee jointly request that the Administrative Hearing Commission determine whether the facts set forth herein constitute grounds for disciplining Caumartin's License and issue findings of fact and conclusions of law stating that the facts agreed upon by the parties constitute grounds for disciplining Caumartin's License. The Disciplinary Period will then become effective upon the date the Administrative Hearing Commission determines that this Agreement sets forth cause to discipline Caumartin's License.

20. If Caumartin does not request review of this Agreement by the Administrative Hearing Commission, this Agreement shall become effective fifteen (15) days after signature by the Committee's Executive Director.

LICENSEE

Tracyne Caumartin, LCSW
License Number 2005025567

Date: 10/15/12

COMMITTEE

Tom Reichard
Executive Director
State Committee for Social Workers

Date: 11/5/12