

against him; and subsequently, the right to a disciplinary hearing before the Committee at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen (15) days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee hereby waives and releases the Committee, its 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 attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, 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 void or unenforceable.

4. The parties stipulate and agree that the disciplinary order agreed to by the Committee and Licensee in Part II herein is based only on the Agreement set out in Part I herein.

5. Licensee understands and agrees that the Missouri State Committee for Social Workers will maintain this Agreement as an open record of the Committee as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Committee and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The Committee is an agency of the state of Missouri created and established pursuant to §337.622, RSMo 1998 Supp., for the purpose of administering and enforcing the provisions of §§337.600 to 337.649, RSMo.

2. Respondent, Mark Sherman, is licensed by the Committee as a Licensed Clinical Social Worker, License No. SW 001963. Respondent ("Licensee") was initially licensed on or about December 15, 1992. Said license is current and active now and was so at all times mentioned herein.

3. From July, 1994 until January, 1996, Licensee was employed as a psychotherapist at Inpsych Midwest, Inc. ("Inpsych") in Independence, Missouri.

4. Among Licensee's duties and responsibilities at Inpsych was providing psychotherapy to Inpsych clients.

5. In September of 1995, T.C. presented at Inpsych for an evaluation and thereafter was assigned to Licensee, as his client, in order to undergo psychotherapy.

6. Licensee provided psychotherapy to T.C. from September, 1995 until January, 1996.

7. In or about January, 1996, Licensee resigned from Inpsych.

8. In February, 1996, Licensee began a personal and intimate social relationship with T.C., during which Licensee and T.C. cohabited and were engaged to be married.

JOINT PROPOSED CONCLUSIONS OF LAW

9. Pursuant to 4 CSR 263-1.010(1)(J), a "dual relationship" is defined as follows:

(J) "Dual relationship" or "multiple relationships" occur when licensed clinical social workers, provisional licensed clinical social workers, temporary permit holders, registrants or applicants relate to clients in more than one (1) relationship, whether professional, social or business. Dual or multiple relationships can occur simultaneously or consecutively.

10. Licensee engaged in a dual relationship with T.C.

11. Licensee's dual relationship with T.C. constitutes unethical conduct and violation of the disciplinary rules for client relationships, as contained in 4 CSR 263-3.040(1), which states:

(1) A licensed clinical social worker, provisional licensed clinical social worker, temporary permit holder or registrant

shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship or sexual relationship, as defined by the committee, with a current client or with a person to whom the licensed clinical social worker, provisional licensed clinical social worker, temporary permit holder or registrant has at any time within the previous twenty-four (24) months rendered psychotherapy or other professional social work services for the treatment or amelioration of mental and emotional conditions.

....

12. 4 CSR 263-1.010 and 4 CSR 263-3.040 are lawful rules or regulations adopted pursuant to sections 337.600 to 337.639, RSMo.

13. Licensee's conduct constitutes misconduct in the performance of the functions or duties of a clinical social worker.

14. Licensee's conduct constitutes violation of the professional trust or confidence placed in him by his client and by his employer.

15. Based on the conduct cited above, cause exists for the Committee to discipline Respondent's license pursuant to §337.630.2(5), (6), (13) and (15), RSMo 1998 Supp., which state:

2. 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 337.639 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:

....

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a clinical social worker;

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.639, or of any lawful rule or regulation adopted pursuant to sections 337.600 to 337.639;

....

(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.

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 State Committee for Social Workers in this matter under the authority of § 621.045.3, RSMo 1994.

1. The clinical social work license, No. SW 001963, issued to Licensee is hereby immediately placed on PROBATION for a period of two (2) years or until Licensee successfully completes the treatment program for impaired professionals

specified below, and meets the requirements for documentation of treatment compliance and completion as described and defined herein, whichever first occurs.

2. Within 90 days of the effective date of this Agreement, licensee shall undergo a thorough psychosocial evaluation by Glen O. Gabbard, M.D., Menninger Clinic, 5800 West 6th Avenue, Topeka, Kansas, or Dr. Gabbard's designee at the Clinic. Licensee shall show this Agreement to the clinician conducting the assessment. Licensee shall accept all recommendations for treatment, care and counseling as recommended by Dr. Gabbard, which may include continued counseling with Dr. Eric Kulick. If Dr. Gabbard recommends care, counseling and treatment with a provider who is not part of the Menninger Clinic in Topeka, Kansas, Licensee shall provide the complete assessment report with recommendations to the designated mental health professional. Dr. Gabbard shall forward a complete report of his evaluation to the State Committee for Social Workers within ten (10) days of completion of said report. The report shall include a description of all tests performed, test results, findings, diagnoses, prognosis, and recommendations for treatment, including the mental health professional recommended for treatment of Licensee.

3. Pursuant to this Agreement, Licensee is required to submit to care, counseling, and treatment, as recommended by Glen O. Gabbard, M.D., whether or not Dr. Gabbard recommends treatment with Dr. Kulick.

4. Licensee shall follow all recommendations for treatment.

5. Licensee shall furnish a copy of this Settlement Agreement to his treatment provider.

6. Licensee shall direct the treatment provider to provide the Committee with follow-up reports on a quarterly basis, with the reports due by December 1, March 1, June 1, and September 1 each year. The follow-up reports shall detail Licensee's progress with treatment; Licensee's compliance with all treatment recommendations; any subsequent testing or evaluation performed since the last report; and any problems identified since the last reports, diagnoses, and prognosis. Licensee shall execute a medical or other appropriate release(s) authorizing the Committee to obtain information and records concerning Licensee's care, counseling, or treatment. Licensee shall take whatever steps are necessary to ensure that the required release(s) remain in full force and effect until released from the terms of this Agreement by the Committee.

7. If the treatment of Licensee is successfully completed during the disciplinary period, Licensee shall cause the treating professional or director of the impaired professional treatment program to submit a letter of evaluation to the Committee stating that Licensee has successfully completed treatment. Such a letter shall include a statement that, to reasonable degree of certainty, the treatment professional has assessed that Licensee is no longer a threat to any patient or client. The letter shall also outline the recommendations and arrangements for appropriate follow-up or aftercare. Licensee shall follow all recommendations for follow-up or aftercare and shall document compliance with all such recommendations.

8. During the disciplinary period, Licensee shall comply with all provisions of Chapters 337 and 195, RSMo; all the regulations of the Committee; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

9. During the disciplinary period, 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) days of any change in this information.

10. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Licensee's license in a current and active state.

11. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Committee's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

12. During the disciplinary period, Licensee shall appear in person for interviews with the Committee or its designee upon request.

13. Periods of residency or the practice of social work outside Missouri will not apply to the reduction of the disciplinary period. Licensee shall notify, in writing, the social work licensing authorities of the jurisdiction in which he is residing or practicing, by no later than the day before the beginning of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this

written notice to the Committee contemporaneously with sending it to the relevant licensing authority. In the event Licensee should leave Missouri to reside or practice social work outside the state during the disciplinary period, Licensee shall notify the Committee in writing of the dates of departure and return no later than ten (10) days before Licensee's departure. Furthermore, Licensee shall, no later than ten (10) days after the commencement of any residence or practice outside this state, notify in writing the social work licensing authorities in the jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri.

14. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all facilities where Licensee practices of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Committee for verification by the Committee or its designated representative.

15. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Committee in this Agreement shall be forwarded to the State Committee for Social Workers, 3605 Missouri Blvd., Jefferson City, Missouri 65102.

16. In the event the State Committee for Social Workers determines that Licensee has violated any term or condition of this Agreement, the Committee may in its discretion, vacate this Agreement and impose such further discipline as the Committee shall deem appropriate.

17. This Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of Chapter 337, RSMo, by Licensee not specifically mentioned in this document.

18. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Committee for Social Workers determines that Licensee has violated any term or condition of this Agreement, the Committee may in its discretion, vacate this Agreement and impose such further discipline as the Committee shall deem appropriate.

19. No additional order shall be entered by this Committee pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Committee 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. Licensee agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

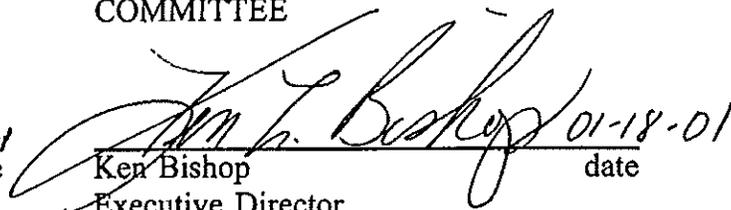
20. If the Committee determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the

Committee may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

LICENSEE

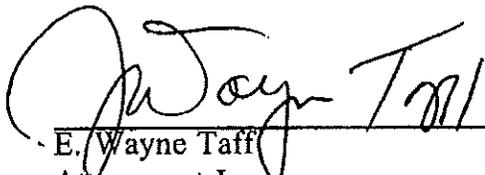
COMMITTEE

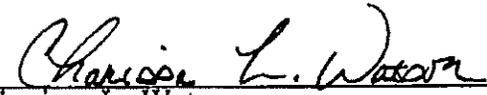

Mark Sherman 1-15-01
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Ken Bishop 01-18-01
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Attorney for Licensee

Attorneys for Committee

EFFECTIVE THIS 2nd DAY OF February, 2000. *cew*