

Jeremiah W. (Jay) Nixon  
Governor  
State of Missouri

Jane A. Rackers, Division Director  
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance  
Financial Institutions  
and Professional Registration  
John M. Huff, Acting Director

STATE COMMITTEE FOR SOCIAL WORKERS

3605 Missouri Boulevard  
P.O. Box 1335  
Jefferson City, MO 65102-1335  
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Tom Reichard  
Executive Director

**Meeting Notice**

**December 14, 2012**

8:30 a.m.

**State Committee for Social Workers  
Associated Industries of Missouri  
3234 West Truman Boulevard  
Jefferson City, MO**

Notification of special needs as addressed by the Americans with Disabilities Act should be forwarded to the State Committee for Social Workers, 3605 Missouri Blvd, Jefferson City, MO 65102 or by calling (573) 751-0885 to ensure available accommodations. The text telephone for the hearing impaired is (800) 735-2966.

Except to the extent disclosure is otherwise required by law, the State Committee for Social Workers is authorized to close meetings, records and votes, to the extent they relate to the following: Chapter 610.021 subsections (1), (3), (5), (7), (13), (14), and Chapter 324.001.8 and 324.001.9 RSMo.

The State Committee for Social Workers may go into closed session at any time during the meeting. If the meeting is closed, the appropriate section will be announced to the public with the motion and vote recorded in open session minutes.

*TENTATIVE AGENDA*  
**OPEN SESSION**  
**December 14, 2012**  
**8:30 a.m.**

**State Committee for Social Workers**  
**Associated Industries of Missouri**  
**3234 West Truman Boulevard**  
**Jefferson City, Missouri**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Introduction of Guests
- V. Approval of Minutes
  - September 7, 2012
- VI. Executive Director Report
  - Board Totals
  - ASWB Meeting
  - School Social Work Exam
  - Other
- VII. 2013 Meeting Dates
- VIII. Disclosure Statement
- IX. Probation Violation Hearings
  - Theresa Smith- 1:00 p.m.
  - Jacklyn Ellison- 1:30 p.m.
- X. **CLOSED SESSION-** Closed session as per Section 610.021 Subsection (1) for the purpose of discussion of confidential or privileged communication between this agency and its attorney; Section 610.021 Subsection (14) and Section 324.001.8 for the purpose of discussing applicants for licensure. Closed under Sections 610.021 for the purpose of reviewing and approving the closed minutes of one or more previous meetings. Closed under Sections 610.021(14) and 324.001.8, RSMo, for the purpose of discussing investigative reports and/or complaints.
- XI. Adjournment

**Open Minutes  
September 7, 2012**

**State Committee for Social Workers  
Division of Professional Registration  
3605 Missouri Boulevard  
Jefferson City, MO**

**Members Present**

Terri Marty, Chairperson  
Kathie Miller, Secretary  
M. Jenise Comer  
Hal Agler (via conference phone)  
Laura Neal  
Jane Overton, Public Member

**Staff Present**

Tom Reichard, Executive Director  
Elizabeth Willard, Processing Technician  
Earl Kraus, Legal Counsel  
Sarah Ledgerwood, Legal Counsel

**Guests Present**

Mike Cherba, Attorney General's Office  
Steve Franklin, Missouri Society for Clinical Social Workers (via conference phone)  
Tamitha Price, NASW Missouri Chapter  
Carmen Voland  
Nisha Chand  
Paula Arbuthnot

**Call to Order – Terri Marty, Chairperson**

The State Committee for Social Worker's Open Session meeting was called to order by Terri Marty, Chairperson, at 8:13 a.m. on September 7, 2012 at the Division of Professional Registration, 3605 Missouri Boulevard, Jefferson City, Missouri.

**Approval of Agenda**

A motion was made by M. Jenise Comer and seconded by Laura Neal to approve the open session agenda. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

**Approval of Minutes**

**June 7-8, 2012**

A motion was made by Kathie Miller and seconded by Jane Overton to approve the June 7-8, 2012 open session minutes. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

**July 19, 2012 Conference Call**

A motion was made by Jane Overton and seconded by M. Jenise Comer to approve the July 19, 2012 conference call open minutes. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

### Executive Director Report

Mr. Reichard informed the Committee there are 6298 total active licensees. Broken down, there are 5168 active LCSWs, 748 LMSWs, 32 LBSWs, 8 LBSW-IPs, 342 CSW Under Supervision, and 315 Inactive LCSWs. He also informed the Committee that, of the licensees who are required to renew in 2012, approximately 38% had done so thus far.

Mr. Reichard informed the Committee about a letter received by the Association of Social Work Boards informing them that they are looking at holding the Spring 2014 meeting in Missouri in either St. Louis or Kansas City. He stated that the hosting board will usually plan something for those who attend the meeting.

### Supervisor Renewal Course

The Committee stated that, if a supervisor is not supervising, they would not need the supervisor renewal course until they decide to supervise again. The Committee decided that further discussion would take place in closed session.

### Rules Discussion

#### Missouri Institute of Mental Health- Continuing Education

The Committee directed office staff to inform Mr. Epstein of the continuing education rules and that their organization would already qualify as an approved provider under the rules as they are currently written.

#### Janey Archey-Practicum Supervisor Continuing Education Hours

A motion was made by M. Jenise Comer and seconded by Laura Neal to inform Ms. Archey that there is currently no justification for the change and that the Committee supports the rules as they are currently written. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

#### Professional Accountability Form

A motion was made by Laura Neal and seconded by Kathie Miller to initiate a task force to develop a sample professional accountability form for individuals under supervision to use to inform clients of their supervision status. The task force will consist of Terri Marty, Laura Neal, Jenise Comer, and Tamitha Price. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

#### Disapproved Rule Changes

The Committee was informed that the rule changes they submitted regarding the denial of supervision hours based on a negative report on an attestation form had not been approved as there is no statutory basis for the change. Tamitha Price with the NASW-Missouri Chapter stated her organization will look into proposing legislation similar to what the Committee presented as rule changes.

#### Supervision Change of Status Form

The Committee determined to add discussion of the Change of Status form to the task force agenda.

#### NASW-Missouri Chapter Update

Tamitha Price, Executive Director of the NASW-Missouri Chapter, reported that their organization is currently working on legislation to add a mental health section to 911 training so that mental health providers are dispatched when mental health emergencies are called in to 911.

Ms. Price also inquired as to whether the supervisor renewal course needed to include licensure rules and statute changes. The Committee responded by stating that it is the responsibility of all licensees to keep up to date with changes.

Lastly, Ms. Price indicated that the NASW-Missouri Chapter would be holding a Fall Institute in Chesterfield, MO September 14-16, 2012.

#### **Closed Meeting**

A motion was made by Jane Overton and seconded by Laura Neal to move to closed session as per Section 610.021 Subsection (1) for the purpose of discussion of confidential or privileged communication between this agency and its attorney; Section 610.021 Subsection (14) and Section 324.001.8 for the purpose of discussing applicants for licensure. Closed under Sections 610.021 for the purpose of reviewing and approving the closed minutes of one or more previous meetings. Closed under Sections 610.021(14) and 324.001.8, RSMo, for the purpose of discussing investigative reports and/or complaints. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

#### **Open Session**

The committee reconvened in open session at 12:45 p.m. on September 7, 2012.

#### **Steven Haymon Disciplinary Hearing**

A disciplinary hearing was conducted on September 7, 2012 at 12:58 p.m. for Mr. Steven Haymon, case number 11-0732 SW. Mr. Haymon was present via conference phone. Roll call was taken by Ms. Marty, all members were present and no member recused themselves. Ms. Marty stated the Committee will issue an order when the committee has completed deliberations and a copy of the order will be mailed to Mr. Haymon.

#### **Closed Meeting**

A motion was made M. Jenise Comer and seconded by Laura Neal to move to closed session as per Section 610.021 Subsection (1) for the purpose of discussion of confidential or privileged communication between this agency and its attorney; Section 610.021 Subsection (14) and Section 324.001.8 for the purpose of discussing applicants for licensure. Closed under Sections 610.021 for the purpose of reviewing and approving the closed minutes of one or more previous meetings. Closed under Sections 610.021(14) and 324.001.8, RSMo, for the purpose of discussing investigative reports and/or complaints. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

#### **Open Session**

The committee reconvened in open session at 3:03 p.m. on September 7, 2012.

#### **Nisha Chand/Carmen Voland**

Due to unforeseen circumstances, the Committee was unable to meet with Ms. Chand and Ms. Voland as scheduled. The Committee decided to reschedule to meet with Ms. Chand and Ms. Voland in St. Louis at a later date to be determined by Ms. Chand and Ms. Voland.

#### **Closed Meeting**

A motion was made by Laura Neal and seconded by Jane Overton to move to closed session as per Section 610.021 Subsection (1) for the purpose of discussion of confidential or privileged communication between this agency and its attorney; Section 610.021 Subsection (14) and Section 324.001.8 for the purpose of discussing applicants for licensure. Closed under Sections 610.021 for the purpose of reviewing and approving the closed minutes of one or more previous meetings. Closed under Sections 610.021(14) and

324.001.8, RSMo, for the purpose of discussing investigative reports and/or complaints. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

**Open Session**

The committee reconvened in open session at 3:41 p.m. on September 7, 2012.

**Adjournment**

A motion was made by Jane Overton and seconded by Laura Neal to adjourn the meeting. Ms. Comer, Ms. Marty, Mr. Agler, Ms. Neal, Ms. Overton and Ms. Miller voted in favor of the motion.

The meeting was adjourned at 3:42 p.m. on September 7, 2012.

**State Committee for Social Workers  
Open Session  
December 14, 2012**

Executive Director Report

- Board Totals
- ASWB Meeting
- School Social Work Exam
- Other

# 2013

January						
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All licensees under supervision for licensure are recommended to have a disclosure statement and should provide a copy to each client per 20 CSR 2263-3.080 (2) and 20 CSR 2263-3.140 (2). The statement should provide clients your areas of competence for practice that are supported by appropriate education, training, and prior supervised practice or consultation by a competent practitioner in each area of competence claimed.

**PROFESSIONAL DISCLOSURE STATEMENT**

NAME	
LICENSE TITLE	LICENSE NUMBER

**Formal Education**

COLLEGE/UNIVERSITY	DEGREE	DATE RECEIVED
COLLEGE/UNIVERSITY	DEGREE	DATE RECEIVED

**Areas of Competence and Services Provided**


**Supervision Information**

SUPERVISOR NAME	LICENSE NUMBER	CONTACT INFORMATION
SUPERVISEE'S PRACTICE SETTING	PRACTICE ADDRESS	

SUPERVISEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE

**This information is recommended by the Missouri State Committee for Social Workers. If you have a complaint about professional services from a licensed social worker, please contact:**

**Missouri State Committee for Social Workers**  
**P.O. Box 1335**  
**Jefferson City, MO 65102**  
**Phone (573) 751-0885**  
**Email: [lcsw@pr.mo.gov](mailto:lcsw@pr.mo.gov)**  
**Website: [www.pr.mo.gov/socialworkers](http://www.pr.mo.gov/socialworkers)**

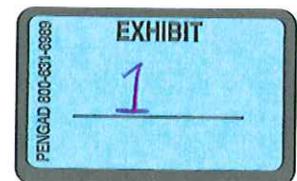
000068 OCT -7<sup>2</sup> SETTLEMENT AGREEMENT  
BETWEEN  
STATE COMMITTEE FOR SOCIAL WORKERS  
AND  
THERESA SMITH

Theresa Smith, (“Smith”), and the State Committee for Social Workers, (“Committee”), enter into this Settlement Agreement for the purpose of resolving the question of whether Smith’s license as a clinical social worker, no. 2006038492, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> 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. 2009. The Committee and Smith jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Smith 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 proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.



administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Smith may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to her by law, Smith 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 her.

Smith acknowledges that she has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Smith stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Smith's license as a clinical social worker, license no. 2006038492, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

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

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

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

1. 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 §§ 337.600 through 337.689, RSMo.
2. Respondent, Smith, is licensed by the Committee as a clinical social worker, license number 2006038492.
3. Respondent's license is current and active, and was so at all times relevant herein.
4. At the times relevant to these events, B.S. was Respondent's daughter-in-law.
5. B.S. was seeing Dr. Hurt, a board certified physician and surgeon in the state of Missouri for post-partum depression.
6. On or about July 9, 2008, Respondent drafted and sent a letter to Dr. Hurt regarding B.S.
7. The letter by Respondent was on Respondent's employment letterhead—Center for Life for Coaching and Counseling, LLC, 1119 S. Elliott Ave, Aurora, MO 65605.
8. At no time was B.S. a patient of Respondent.

9. B.S., at one time, was Respondent's daughter-in-law.
10. In the letter, Respondent referred to B.S.'s post-partum depression, and suggested B.S. has extreme emotions, paranoia, and reactive-explosive type behavior.
11. Respondent admits she wrote the letter to Dr. Hurt because she was worried about her son and grandchild.
12. Respondent admits the letter was not related to any counseling or treatment of B.S.
13. State Regulation 20 CSR 2263-3.010 states in part:
  - (1) The ethical standard/disciplinary rules for licensed social workers, provisional licensed clinical social workers, temporary permit holders and registrants, as set forth hereafter by the committee, are mandatory. The failure of a licensed social worker, provisional licensed social worker, temporary permit holder, or registrant to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.
14. Code of State Regulation, 20 CSR 2263-3.020 states in part:
  - (2) No member of the profession shall—
    - (A) Violate any ethical standard/disciplinary rule [.]
15. Code of State Regulation, 20 CSR 2263-3.040 states in part:
  - (2) A member of the profession shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.

16. Because Respondent used her professional credentials and letterhead for a private matter, Respondent failed to make clear distinctions between statements made and actions engaged in as a private individual and as a representative of the social work profession, and thereby failed to show the skill and learning ordinarily used under the same or similar circumstances by licensed clinical social workers.

17. Respondent's conduct demonstrates a lack of present ability, or a lack of disposition to use a present ability, to make clear distinctions between statement made and actions engaged in as a private individual and as a representative of the social work profession.

18. Because Respondent failed to make a clear distinction between her actions as a private person and as a clinical social worker, Respondent's license is subject to discipline.

19. Therefore, cause exists to discipline Respondent's license pursuant to § 337.630.2, RSMo, Cum. Supp. 2009, which states in part:

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 §§ 337.600 to 337.639, or any person who 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 social worker license pursuant to this chapter;

....

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

....

(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 Committee in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

20. **Smith's license is on probation.** Smith's license as a clinical social worker is hereby placed on PROBATION for a period of (1) one year. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Smith shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, as amended, provided Smith adheres to all the terms of this agreement.

21. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

- a. Respondent must earn an additional six (6) hours of ethics continuing education. These six (6) hours are additional to the 30 hours, (including 3 hours of ethics), required for renewal.
- b. Respondent's practice shall be under supervision during the one (1) year probationary period, with quarterly reports by the supervisor submitted to the Committee.
- c. Within 20 business days of the effective date of this order, Respondent shall submit no fewer than 5 names of proposed clinical social workers who will agree to serve as Respondent's supervisor. The Committee may approve one of the proposed clinical social workers, or may require additional names to be submitted, which Respondent will submit within 20 business days of the Committee's request. Respondent must begin supervision within one week of the Committee's approval. Respondent must immediately notify the Committee, in writing, of the start date of supervision. If Respondent fails to secure a supervisor within 20 business days from the effective date of this order, Respondent shall cease to practice as a clinical social worker until a supervisor is secured. Respondent 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 assessments, test reports, treatment plans, and progress reports.

- d. In the event the supervising clinical social worker becomes unable or decides not wish to continue serving in his/her capacity as a supervising clinical social worker during the probationary period, Respondent shall:
  - i. Notify the Committee in writing within 3 business days of the supervising clinical social worker's inability or decision to no longer serve as a supervisor; and
  - ii. Within 20 business days of being notify that the supervising clinical social worker is unable or no longer wishes to serve as a supervisor, Respondent shall secure a new supervising clinical social worker approved by the Committee. Should Respondent be unable to secure a new supervising within 20 business days, Respondent shall cease to practice as a clinical social worker.
- e. The supervising clinical social worker shall be vested with the administrative authority over all matters affecting the services provided by Respondent so that the ultimate responsibility for the welfare of every client is maintained by the supervising clinical social worker.

f. Respondent submit reports created by Respondent's supervisor on a quarterly basis, beginning June 1. It is Respondent's responsibility to ensure that these reports are provided in a timely manner.

22. Upon the expiration of the disciplinary period, the license of Smith shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Smith 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 suspend, revoke or otherwise lawfully discipline Smith's license.

23. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

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

25. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.

26. If any alleged violation of this Settlement 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. Smith agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

27. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

28. 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.

29. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 337, 610, and 324, RSMo, as amended.

30. Smith, together with her partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Committee, its respective members, employees, agents

and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

31. Smith understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Smith's license. If Smith desires the Administrative Hearing Commission to review this Settlement Agreement, Smith may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

32. If Smith 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 Smith's license. If Smith does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

LICENSEE

Theresa Smith      10-4-10  
Theresa Smith      Date

  
\_\_\_\_\_  
Tom Reichard, Executive Director  
Date: 10-7-10

CHRIS KOSTER  
Attorney General

Michael R. Cherba #59642 (for YAL)  
Yamini A. Laks  
Assistant Attorney General  
Missouri Bar No. 61452

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-9623  
Telefax: 573-751-5660  
Attorneys for the Committee

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SETTLEMENT AGREEMENT  
BETWEEN  
STATE COMMITTEE FOR SOCIAL WORKERS  
AND  
JACKLYN ELLISON

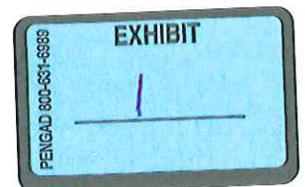
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Jacklyn Ellison, (“Ellison”), and the State Committee for Social Workers, (“Committee”), enter into this Settlement Agreement for the purpose of resolving the question of whether Ellison’s license as a clinical social worker, no. 2006021234, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> 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. 2009. The Committee and Ellison jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Ellison 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 proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.



administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Ellison may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to her by law, Ellison 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 her.

Ellison acknowledges that she has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Ellison stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Ellison's license as a clinical social worker, [certificate/license] no. 2006021234, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

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

herein. Ellison 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.

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

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

1. 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 §§ 337.600 through 337.689, RSMo.

2. Ellison is licensed by the Committee as a licensed clinical social worker, license number 2006021234.

3. Ellison's license is current and active, and was so at all times relevant herein.

4. Ellison was employed at ~~Shinn's Residential Center III, located at 805 Paris Ave., Hannibal, MO 53401~~ <sup>Preferred Family Healthcare in Hannibal, MO</sup> ~~63401~~ <sup>63401</sup>, a Missouri Department of Mental Health, ("DMH"), contract facility.

5. Ellison was employed as a clinical supervisor.

6. Ellison entered into a sexual relationship with DMH Consumer S.S.

7. Consumer S.S. slept over at Ellison's home on more than one occasion.

8. Four sexual encounters occurred from January 24, 2009, to February 8, 2009.

9. Missouri Code of State Regulation 20 CSR 2263-3.010 states:
- (1) The ethical standards/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.
10. Missouri Code of State Regulation 20 CSR 2263-3.020 states in part:
- (2) No member of the profession shall—
- (A) Violate any ethical standard/disciplinary rule;
- (6) A member of the profession shall not engage in any activity that exploits clients, students, or supervisees, including sexual intimacies (which means physical or other contact by either the member of the profession or the client), including, but not limited to:
- (A) Sexual intercourse—any penetration or contact with the female sex organ by a finger, the male sex organ, or any object;
- (B) Sodomy—oral or anal copulation, oral or anal copulation or sexual intercourse between two (2) or more people or a person and an animal, or any penetration of the anal opening by any body part or object;
- (C) Kissing;
- (D) Touching or caressing the legs, thighs, stomach, chest, breasts, genitals, or buttocks, clothed or unclothed;

(E) Exhibitionism and voyeurism (exposing one's self or encouraging another to expose him/herself); and

(F) Comments, gestures, or physical contacts of a sexual nature.

11. Missouri Code of State Regulation, 20 CSR 2263-3.040, states in part:

(1) A member of the profession 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 member has at any time rendered psychotherapy (clinical social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions.

Business relationships do not include purchases made by the member from the client when the client is providing necessary goods or services to the general public, and the member determines that it is not possible or reasonable to obtain the necessary goods or services from another provider.

12. Because Ellison engaged in a sexual relationship with a client, she violated the ethical obligations of a clinical social worker.

13. Because Ellison engaged in a sexual relationship with a client, Ellison committed misconduct in the practice of clinical social work.

14. Because Ellison engaged in a sexual relationship with a client, she violated the professional trust and confidence owed to her employer and clients.

15. Therefore, cause exists to discipline Ellison's license under §337.630 RSMo which states in part:

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 337.689 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:

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;

(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.

## 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 Committee in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Ellison's license is suspended, followed by a period of probation.**

Ellison's license as a clinical social worker is hereby SUSPENDED for a period of three

(3) years, and shall immediately thereafter be placed on PROBATION for a period of five (5) years. The periods of suspension and probation shall constitute the “disciplinary period.” During the period of suspension, Ellison shall not be entitled to practice as a clinical social worker pursuant to Chapter 337, RSMo. During the period of probation, Ellison shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, provided Ellison adheres to all the terms of this Settlement Agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:
  - a. Within six (6) months of the effective date of the disciplinary period, Ellison will have a full evaluation, at her expense, conducted by a practitioner approved by the Committee.
  - b. During Ellison’s probationary period, Ellison shall be under the supervision of a supervisor selected by the Committee.
  - c. Ellison must submit a list of no fewer than 5 proposed supervisors to the Committee for their selection as Ellison’s supervisor.
  - d. Ellison will be subject to reviews by the Supervisor, and quarterly reports must be submitted to the Committee for the first 2 years of Ellison’s 5 year probationary period.

- e. Ellison will be subject to reviews by the Supervisor, and semi-annual reports must be submitted to the Committee for the last 3 years of Ellison's 5 year probationary period.
- f. During the disciplinary period, Licensee shall comply with all provisions of Chapter 337, RSMo, as it relates to social workers; all regulations of the Committee, and all state and federal criminal laws. "State" here includes all states and territories of the United States.
- g. During the disciplinary period, Licensee shall keep the Committee informed of her current work and home telephone numbers and addresses. Licensee shall notify the Committee in writing within ten days of any change in this information.
- h. During the disciplinary period, Licensee shall timely renew her license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain her license in a current and active state.
- i. For purposes of this settlement agreement, all reports, documentation, evaluations, notices, or other materials that must be submitted to the Committee shall be forwarded to the State Committee for Social Workers, 3605 Missouri Boulevard, P.O. Box 1335, Jefferson City, Missouri, 65102, unless otherwise specified in this settlement agreement.

16. Upon the expiration of the disciplinary period, the license of Ellison shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Ellison 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 suspend, revoke or otherwise lawfully discipline Ellison's license.

17. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

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

19. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.

20. If any alleged violation of this Settlement 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. Ellison agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

21. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

22. 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.

23. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 337, 610, and 324, RSMo, as amended.

24. Ellison, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Committee, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim

for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

25. Ellison understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Ellison's license. If Ellison desires the Administrative Hearing Commission to review this Settlement Agreement, Ellison may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

26. If Ellison 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 Ellison's license. If Ellison does not request review by the Administrative Hearing Commission, this Settlement

Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

LICENSEE

Jacklyn Ellison 7-11-10  
Jacklyn Ellison Date

COMMITTEE FOR SOCIAL WORKERS

Tom Reichard  
Tom Reichard, Executive Director  
Date: 7-28-10

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