SETTLEMENT AGREEMENT BETWEEN THE STATE COMMITTEE OF PSYCHOLOGISTS AND JAMIE BRAZER

Jamie Brazer, ("Brazer" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Brazer's license as a behavior analyst (License No. 2021040580) will be subject to discipline.

The parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.[1] The Committee and Licensee jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; 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 Licensee at the hearing; the right to present evidence on Licensee's behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; 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 Licensee may present evidence in mitigation of discipline; the right to a claim for attorneys fees and expenses; and the right to

[1] All statutory references are to the Revised Statutes of Missouri 2000, as amended, unless otherwise indicated.

obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to him by 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 Licensee.

For the sole purpose of settlement, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Licensee's license as a behavior analyst (License 2021040580) is subject to the agreed disciplinary action by the Committee as set out in this Settlement Agreement in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo.

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. The stipulations contained in this Settlement Agreement shall not constitute admissions of guilt, liability, or wrongdoing to be used in any other proceeding or for any purpose other than the resolution of the pending disputes between the parties. Licensee understands that the Committee may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are not now known to the Committee and may be discovered.

Part I.

Joint Stipulation of Facts and Conclusions of Law

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

1. The Committee is an agency of the State of Missouri created and established pursuant to Chapter 337, RSMo, for the purpose of carrying out the provisions of Sections 337.010 through 337.345, RSMo, relating to psychologists and behavior analysts.

2. Licensee, Brazer, is a natural person with a current address of 528 E. Jackson Blvd., Jackson, MO, 63755. Licensee is licensed by the Committee as a behavior analyst, License No. 2021040580. The Committee issued Licensee's license on September 30, 2021 and it is current and active.

3. On or about July 26, 2011, the Committee issued Licensee an assistant behavior analyst license. Licensee's assistant behavior analyst license expired November 30, 2021.

4. As a requirement for licensure pursuant to section 337.315, RSMo, licensees must hold a current and active certification from the Behavior Analyst Certification Board (BACB). During the time Licensee held the assistant behavior analyst license issued by the Committee, Licensee held an assistant behavior analyst certification from the BACB.

5. The BACB issued Licensee a behavior analyst certification on October 7, 2020. At the time the BACB issued the behavior analyst certification, Licensee's assistant behavior analyst certification ceased to exist as it was replaced by the behavior analyst certification.

6. On or about September 23, 2021, Licensee submitted an application for licensure as a behavior analyst with the Committee. The application stated that Licensee had been working as a behavior analyst at SBIC in Jackson, Missouri from October 2020 to present. In correspondence with the Committee regarding beginning work prior to licensure, Licensee stated "I got my certification in October [2021] and was seeing clients with another BCBA and trying to go out on my own as an independent provider. I honestly thought the license would transfer over from a BCaBA to a BCBA."

7. On or about September 30, 2021, the Committee issued Licensee's license to practice as a behavior analyst.

8. As a result of Licensee working in the State of Missouri as a behavior analyst from October 7, 2020 to September 30, 2021, cause exists to discipline Licensee's license pursuant to section 337.330.2(6), RSMo.

9. Section 337.315, RSMo, states, in relevant part:

...

> 6. No person shall hold himself or herself out to be licensed behavior analysts or LBA, provisionally licensed behavior analyst or PLBA, provisionally licensed assistant behavior analyst or PLABA, temporary licensed behavior analyst or TLBA, or temporary licensed assistant behavior analyst or TLaBA, licensed assistant behavior analysts or LaBA in the state of Missouri unless they meet the applicable requirements.
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> 7. No persons shall practice applied behavior analysis unless they are:
>
> (1) Licensed behavior analyst[.]

10. Section 337.330.2, RSMo, states, in relevant part:

> 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 this chapter 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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> (6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.300 to 337.345, or of any lawful rule adopted thereunder[.]

Part II.

Joint Agreed Disciplinary Order

11. 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, 621.045, and 621.110, RSMo.

12. Brazer's license to practice behavior analysis, License No. 2021040580, is hereby **CENSURED**.

13. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Licensee of Chapter 337, RSMo, or the regulations promulgated thereunder.

14. 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 not now known to the Committee and may be discovered.

15. This Settlement Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

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

17. 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.

18. Licensee hereby waives and releases the Committee, its members and any of its 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 U.S.C. 1983, which may be based upon, arise out of, or relate to any matters raised in this litigation, or from the negotiation or execution of this joint stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of this joint stipulation in that it survives in perpetuity even in the event that any court of law deems this joint stipulation or any portion thereof void or unenforceable.

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

20. This Settlement Agreement goes into effect fifteen (15) calendar days after the document is signed by the Executive Director of the Committee.

Licensee

4/22/2022

Jamie Brazer Date

State Committee of Psychologists

Pamela Groose 4-26-2022

Pamela Groose Date
Executive Director

EFFECTIVE: May 11, 2022