SETTLEMENT AGREEMENT BETWEEN THE COMMITTEE FOR PROFESSIONAL COUNSELORS AND TAMMY NEIL

Tammy Neil ("Neil") and the Committee for Professional Counselors ("Committee") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Neil's license as a professional counselor in Missouri shall 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.

Neil 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 pending against her; the right to a disciplinary hearing before the Committee

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

at which time she may present evidence in mitigation of discipline; and the right to a claim for attorney's fees incurred in defending an action against her license. Being aware of these rights provided her by law, Neil 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 Agreement as they pertain to her.

Neil 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 this dispute, Neil stipulates that the factual allegations contained in this Agreement are true and stipulates with the Committee that her Missouri license as a licensed professional counselor, license number 2003032049, 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 Neil in the Joint Agreed Disciplinary Order herein is based only on the Joint Stipulation of Facts and Joint Conclusions of Law herein. Neil understands that the Committee may take further disciplinary action against her based on facts or conduct not specifically mentioned in this

Agreement that are either now known to the Committee or may be discovered.

Joint Stipulations of Fact

1. The Missouri Committee for Professional Counselors ("Committee") is an agency of the State of Missouri created and established pursuant to § 337.535, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.500 - 540, RSMo.

2. Respondent, Tammy Neil, ("Neil") is licensed by the Committee as a professional counselor, license number 2003032049.

3. License number 2003032049 was originally issued to Neil on January 31, 2005, and has remained current and active since that time.

4. Neil's license number 2003032049 expires on June 30, 2015.

5. Beginning in 2005, Neil co-owned Complete Quick Care Clinic, L.L.C. ("Quick Care") located at 2232 S. Garrison, Carthage, Missouri.

6. Quick Care offered treatment for pain, anxiety, and weight loss.

7. Between Quick Care's opening in 2005, and approximately 2009, the co-owner and co-operator of Quick Care with Neil was a Missouri licensed physician.

8. Between 2005 and approximately 2009, Neil operated a practice as a licensed professional counselor out of an office at the same location as Quick Care.

9. On or about July 18, 2012, Neil entered a plea of guilty in the United States District Court for the Western District of Missouri, Southern Division, in case number 10-5021-01-CR-SW-RED, to Conspiracy to Distribute Phentermine in violation of 21 U.S.C. 841(a)(a), 841(b)(2) and 846, a Class E felony, and to Conspiracy to Commit Money Laundering in violation of 18 U.S.C. 1956(a)(l)(i), 1956(h) and 1957, a Class C felony, all related to the operation of Quick Care.

Joint Conclusions of Law

10. Conspiracy to Distribute Phentermine is an offense involving moral turpitude.

11. Conspiracy to Commit Money Laundering is an offense an essential element of which is fraud and/or dishonesty.

12. Neil's conduct and guilty pleas set forth above constitute grounds for discipline pursuant to § 337.525, 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 337.500 to 337.540 or any person who has failed to renew or has

surrendered his license for any one or any combination of the following causes:

. . .

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States, . . . for any offense an essential element of which is fraud, dishonesty or an act of violence; or for any offense involving moral turpitude, whether or not sentence is imposed;

. . . .

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 § 337.525.2, RSMo, and § 621.045.4, RSMo (Cum. Supp. 2011):

1. Neil's license as a professional counselor, License Number 2003032049, is hereby placed on probation for two years. The period of probation shall constitute the "Disciplinary Period." During the Disciplinary Period, Neil shall be allowed to practice professional counseling under Chapter 337, RSMo, provided she adheres to all the terms of this Agreement.

2. The terms and conditions of the Disciplinary Period are as follows:

A. Within ninety days of the effective date of this Agreement, Neil shall complete the online jurisprudence examination, at Neil's expense, and submit documentation to the Committee of successful completion of the examination. Time spent preparing for and taking the jurisprudence examination shall not apply to the biennial continuing education requirements.

B. During the Disciplinary Period, Neil shall engage in the practice of professional counseling only under an approved supervisor as set forth below:

(1) Before beginning work as a professional counselor, Neil shall submit a list of three proposed supervisors to the Committee for approval. Each proposed supervisor shall meet the following criteria: has a current and active Missouri license as a professional counselor, psychologist, or psychiatrist for at least two years; has not been or is not currently under discipline imposed by any licensing entity; is not related to Neil including as spouse, parent, child, sibling, grandparent, aunt, uncle, or cousin, by blood, marriage or adoption; possesses at least two years experience in counseling and in supervisory activities

involving counseling (Neil shall submit each proposed supervisor's resume or vitae detailing course work, workshops, supervision training, and experience as a supervisor of professional counselors); and has consented to enter into a supervision agreement with Neil in compliance with the terms of this Agreement.

(2) Neil shall provide the proposed supervisor a copy of the original Settlement Agreement.

(3) The Committee shall review Neil's list of proposed supervisors and may approve a supervisor or the Committee may request Neil submit additional names of proposed supervisors.

(4) The Committee will provide written notice as to its approval of supervision to both Neil and the supervisor.

(5) Supervision shall be effective the date the supervisor is approved and Neil shall, within seven days of the effective date of supervision, provide the Committee with a letter signed by Neil and the supervisor in which Neil and the supervisor agree to the supervision terms of this Agreement.

(6) Neil shall be responsible for any payment associated with the supervision.

(7) Neil's supervisor shall submit quarterly, written reports to the Committee with the reports due by December 1, March 1, June 1, and September 1 each year during the Disciplinary Period. In these reports, the supervisor shall report honestly and truthfully to the Committee whether Neil is in compliance with the terms of this Agreement, to the best knowledge of the supervisor, and Neil's understanding and adherence to approved standards of professional and ethical conduct, areas of continued growth, development and accountability. The supervisor shall provide a log of the supervisory meetings with Neil that demonstrates compliance with the terms of this Agreement. Neil is responsible for assuring that the supervisor's reports are timely submitted to the Committee.

(8) As a part of each quarterly report, the supervisor shall randomly select ten of Neil's clients for a records review. If Neil has seen fewer than ten different clients in a quarter, the records for all clients seen by Neil

during that quarter shall be reviewed. The records shall be redacted as necessary. The supervisor shall review billing records, assessments, diagnoses, treatment plans and progress notes for each of the selected clients, along with any other records deemed necessary by the supervisor to adequately inform the supervisor, and ultimately the Committee, of Neil's compliance with professional ethics and the statutes and regulations pertaining to the practice of professional counseling.

(9) The supervisor shall be responsible for the control, oversight, guidance, and professional responsibility of Neil.

(10) The supervisor shall meet with Neil for at least one hour, face to face, in person, each month.

(11) The supervision shall include, but not be limited to, review of the nature of Neil's practice including scope of practice and treatment related to the issues presented by clients to Neil, recommendations Neil makes to clients, referrals by Neil to other professionals, ethical

issues related to Neil's practice and Neil's conformance to the ethical standards required of professional counselors.

(12) In the event the counseling setting in which Neil practices is a multidisciplinary practice comprised of any combination of medical doctors, doctors of osteopathy, licensed clinical social workers, licensed professional counselors, licensed psychologists, or licensed marital and family therapists, Neil must advise the supervisor accordingly. Supervisory meetings must include a discussion of scope of practice and boundary issues that can occur in a multidisciplinary practice setting and how to address such issues, recommendations Neil makes to clients, referrals by Neil to other professionals, ethical issues related to Neil's practice and Neil's conformance to the ethical standards required of professional counselors.

(13) In the event an approved supervisor becomes unable to continue to serve as Neil's supervisor, Neil shall:

a. Within three business days of being notified of the supervisor's inability to continue as Neil's supervisor, Neil shall notify the Committee, in

writing, that her current supervisor will be ceasing supervision of Neil; and

b. Neil shall follow the procedure set forth above in obtaining a new supervisor; and

c. Neil shall submit a new supervisor to the Committee for approval within thirty days of being notified of the supervisor's inability to continue as Neil's supervisor.

(14) Neil shall follow all directives of the supervisor related to the practice of professional counseling.

C. During the Disciplinary Period, Neil shall not serve as a supervisor to other professionals licensed, or seeking licensure, pursuant to Chapter 337, RSMo.

D. During the Disciplinary Period, Neil shall keep the Committee apprised at all times in writing of her current work and home addresses and telephone numbers at each place of residence and employment. Neil shall notify the Committee in writing of any change in address or telephone number within fifteen days of a change in this information.

E. During the Disciplinary Period, Neil shall timely renew her license and timely pay all fees required for license renewal and comply with all other Committee requirements necessary to maintain her license in a current and active status, including completion of all continuing education requirements.

F. During the Disciplinary Period, Neil shall comply with all provisions of §§ 337.500 through 337.540, RSMo, all rules and regulations promulgated thereunder, and all federal and state laws. "State" includes the state of Missouri and all other states and territories of the United States. Any cause to discipline Neil's license as a professional counselor under § 337.525.2, RSMo, that accrues during the Disciplinary Period shall also constitute a violation of this Agreement.

G. During the Disciplinary Period, Neil shall accept and comply with reasonable unannounced visits from the Committee's duly authorized agents to monitor her compliance with the terms and conditions of this Agreement.

H. During the Disciplinary Period, Neil shall appear before the Committee or its representative for a personal interview upon the Committee's written request with reasonable notice.

I. If, at any time during the Disciplinary Period, Neil removes herself from the state of Missouri, ceases to be currently licensed under the provisions of §§ 337.500 through 337.540, RSMo, or fails to keep the Committee advised of all current places of residence and business, the time of absence, unlicensed status or unknown whereabouts shall not be deemed or taken as any part of the Disciplinary Period; except if Neil relocates her domicile or residence to another state or jurisdiction and becomes licensed as a professional counselor in that state or jurisdiction, the tolling provision shall not apply during the period Neil is so licensed, and the terms of discipline, if any, imposed by the new state or jurisdiction granting her license will apply in lieu of the supervision requirements and reporting requirements set forth in this Agreement, and Neil's probation shall be completed for the purposes of this Agreement at the end of two years as set forth herein, or at the time of completion of the discipline, if any, in the new state or jurisdiction in which she is licensed, whichever occurs first; however, under no circumstances shall Neil provide counseling from outside the State of Missouri to clients located in Missouri via electronic or any other distance means during the Disciplinary Period.

J. Neil shall submit written reports to the Committee by no later than December 1, March 1, June 1, and September 1 during each year of the Disciplinary Period stating truthfully whether she has complied with all terms and conditions of this Agreement. The first written report shall be submitted on or before June 1, 2015. The final written report shall be submitted to the Committee ninety days prior to the end of the Disciplinary Period. Every other written report shall be submitted no earlier than thirty days prior to the respective due date. Neil is responsible for assuring that the reports are timely submitted to the Committee.

K. All reports and other written communications by Neil to the Committee pursuant to the terms of this Joint Stipulation shall be addressed to:

Missouri Committee for Professional Counselors
3605 Missouri Boulevard
P.O. Box 1335
Jefferson City, MO 65102-1335

3. Upon the expiration of the Disciplinary Period, Neil's License shall be fully restored if all requirements of law have been satisfied, provided, however, that in the event the Committee determines that Neil has violated any term or condition of this 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 Neil's License.

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

5. This Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Neil of §§ 337.500 through 337.540, RSMo, or the regulations promulgated thereunder, or of the terms and conditions of this Agreement.

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

7. If any alleged violation of this Agreement occurs 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. Neil agrees and

stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

8. If the Committee determines that Neil has violated a term or condition of this Agreement, or has otherwise failed to comply with the provisions of Chapter 337 RSMo, which violation would be actionable in a proceeding before the Committee or the Administrative Hearing Commission or a Circuit Court, the Committee may elect to pursue any lawful remedies or procedures afforded to it, and is not bound by this Agreement in its selection of remedies concerning such violation.

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

10. 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.

11. The parties to this Agreement understand that the Committee will maintain this Agreement as an open record of the Committee as required by Chapters 337, 610, and 620, RSMo, as amended.

12. Neil, 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 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 or administrative tribunal deems this Agreement or any portion thereof void or unenforceable.

13. This Agreement becomes effective fifteen days after it is signed by the Committee's Executive Director.

Signature Page Follows

LICENSEE

Tammy Neil, LPC
License Number 2003032049

Date: 5-6-15

COMMITTEE

Loree Kessler, Executive Director
Committee for Professional
Counselors

Date: June 2, 2015