

SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE OF PSYCHOLOGISTS
AND TAMMY JACKSON

Tammy Jackson ("Jackson" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license as a psychologist 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 obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to her 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.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline Licensee's license, along with citations to law and/or regulations the Committee believes was violated.

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

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Licensee's license, numbered 01757, is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, and Sections 337.010 through 337.345, RSMo.

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 Chapter 337, RSMo, relating to psychologists.

2. Jackson is a natural person with a current address of 1272 NE Windsor Drive, Lees Summit, Missouri. Licensee is licensed by the Committee as a psychologist, license number 01757. Licensee's license was, at all relevant times herein, current and active.

3. On or about August 28, 2019, the Committee received a complaint alleging Licensee was committing insurance fraud by billing insurance companies for work performed by counselors in training and provisional licensed counselors. Licensee was also accused of hiring former clients to work for her so she could manipulate them.

4. On March 12, 2020, Licensee appeared before the Committee to address questions regarding the complaint. Based upon the Licensee's answers and the submitted documents reviewed by the Committee, the Committee was able to determine that Licensee committed statutory and regulatory violations under the law applicable to the practice of Psychology.

5. Licensee billed insurance companies, under Licensee's provider number, for services provided by provisionally licensed professional counselors working within her practice.

6. Licensee rendered formal professional opinions/diagnosis about clients without direct and substantial professional contact or formal assessment of those clients.

7. Licensee, within twenty-four months of rendering counseling, entered into a prohibited relationship with a former client by hiring the former client as an employee within her practice.

8. Section 337.020(5), RSMo, states in relevant part,:

"[a] provisional license issued pursuant to subsection 4 of this section shall only authorize and permit the applicant to render those psychological services which are under the supervision and the full professional responsibility and control of such person's postdoctoral degree licensed supervisor. . ."

9. Regulation 20 CSR 2235-2.040 states, in relevant part:

(F) Supervisor/Supervisee Relationship.

1. All professional activities and psychological services provided by the supervisee must be performed pursuant to the supervisor's order, control and full professional responsibility. The supervisor, whether primary and/or secondary must be vested with administrative authority over matters affecting the provision of psychological health services which are being accorded under the supervision of the particular supervisor, whether primary and/or secondary, so that the ultimate responsibility for the welfare of every client is maintained by the supervising psychologist(s).

2. The supervisor(s) shall maintain a continuing relationship with the supervisee by their employment, affiliation in the same setting, or both. The supervisor(s) and supervisee should have frequent professional interactions.

3. Unless otherwise approved by the committee for good cause, all written documents, such as case notes, intake assessments, test reports, treatment plans and progress reports prepared by the supervisee during the period of the supervised professional experience must be reviewed, approved and cosigned by the appropriate supervisor[.]

10. Regulation 20 CSR 2235-2.080 states, in relevant part:

(1) A person who does not hold a license to practice as a psychologist but who nonetheless may engage in activities defined as the practice of psychology under the provisions of section 337.045(3), RSMo, and any licensee associated with the practice of such a person, shall abide by the following restrictions:

...

(F) Provisionally Licensed Psychologist.

The scope of practice of a provisionally licensed psychologist is limited by section 337.020.5, RSMo, and the applicable limitations placed on either psychological residents or psychological assistants, whichever classification applies to the provisional licensee.

11. Regulation 20 CSR 2235-5.030 states, in relevant part:

(1) General Principles.

...

(C) Responsibility for Own Actions. The psychologist, when functioning as a licensed psychologist, shall be fully responsible for his/her professional

decisions and professional actions.

(D) Violations. A violation of these ethical rules of conduct constitutes unprofessional conduct and is sufficient reason for disciplinary action.

(2) Definitions.

...

(E) Professional relationship-means a mutually agreed upon relationship between a psychologist and a client(s) for the purpose of the client(s) obtaining the psychologist's professional expertise.

(F) Professional service-means all actions of the psychologist in the context of a professional relationship with a client.

...

(3) Competence

...

(E) Sufficient Professional Information. A psychologist rendering a formal professional opinion about a person, for example about the fitness of a parent in a custody hearing, shall not do so without direct and substantial professional contact with or a formal assessment of that person or a detailed explanation of why such contact did not occur.

(5) Continuity of Care.

...

(C) Prohibited Relationships

1. The psychologist, in interacting with any current client or with a client to whom the psychologist has at anytime within the previous twenty-four (24) months rendered counseling, psychotherapeutic or other professional psychological services for the treatment or amelioration of emotional distress or behavioral inadequacy, shall not enter into a financial or other potentially exploitative relationship with him/her/them.

...

(13) Violations of Law.

(A) Violations of Applicable Statutes. The psychologist shall not violate any Applicable statute or administrative rule regarding the practice of psychology.

(B) Use of Fraud, Misrepresentation or Deception. The psychologist shall not use fraud, misrepresentation or deception in:

...

4. Billing clients or third-party payors;
5. Providing psychological service;
6. Reporting the results of psychological evaluations or services; or
7. Conducting any other activity related to the practice of psychology.

...

(14) Aiding Unauthorized Practice.

(A) Aiding Unauthorized Practice. The psychologist shall not aid or abet another person in misrepresenting his/her professional credentials or in illegally engaging in the practice of psychology.

(B) Employing Other Licensed Professionals. A psychologist may employ or utilize the services of other licensed professionals in his/her practice so long as this professional is acting within the terms and scope of his/her respective license.

(C) Delegating Professional Responsibility. The psychologist shall not delegate professional responsibilities to a person not qualified, not appropriately credentialed to provide those services, or both.

(D) Providing Supervision. The psychologist shall exercise appropriate supervision over supervisees, as set forth in the regulations of the committee.

1. In academic and supervisory relationships, psychologists establish timely and specific processes for providing feedback to students and supervisees. Information regarding the process is provided to the student and supervisees at the beginning of supervision.

2. Psychologists evaluate students and supervisees on the basis of their actual performance on relevant and established program requirements.

12. Therefore, as a result of Licensee's conduct, such as set forth in paragraphs 3 through 7 above, cause exists for the Committee to discipline Licensee's psychology license under § 337.035.2(5), (6) and (15), RSMo.

13. Cause exists for the Committee to take disciplinary action against Licensee's license under § 337.035, RSMo, which states in pertinent 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 certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

...

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

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

...

(15) Being guilty of unethical conduct as defined in "Ethical Rules of Conduct" as adopted by the committee and filed with the secretary of state.

Part II.

Joint Agreed Settlement

14. Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the resolution of this matter between Licensee, Tammy Jackson, and the Committee of Psychologists.

Surrender in Lieu of Discipline

15. Licensee agrees, by no later than the end of business on **March 15, 2021**, in lieu of formal disciplinary action, to surrender to the Committee her license, number 01757, under the terms and conditions set forth herein.

16. Licensee understands that the Committee is offering this settlement in lieu of further discipline beyond the voluntary surrender, but understands that continued or future violations of Committee licensing statutes and rules could result in additional Committee action by requesting the Attorney General to seek relief in the Committee's name.

17. Prior to the surrender of her license, Licensee shall complete the winding down of her psychologist practice in a manner consistent with the statutes, regulations and standards of practice governing the practice of Psychology in Missouri.

18. Licensee understands that by surrendering her license pursuant to this Agreement, her license ceases to exist, and should she seek licensure as a psychologist in the State of Missouri in the future, she must meet the licensure requirements under the laws in effect at the time of such application.

19. Licensee understands that after surrendering her license, if she applies for licensure as a psychologist in the State of Missouri in the future, all information gathered by the Committee prior to this surrender concerning any alleged violations of Chapter 337, RSMo, and/or any discipline pending against her license may be considered in the Committee's decision of whether to grant a new license.

20. Within ten (10) days after Licensee's surrender of her license, Licensee shall return all indicia of Missouri licensure to the Committee.

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

22. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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. Licensee, together with her heirs and assigns, and her attorneys, do hereby waive, release, acquit and forever discharge 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 case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

24. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High Street, Jefferson City, Missouri, 65102.**

25. If Licensee has requested review, Licensee and Committee jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

Licensee

Tammy Jackson 2/22/2021
Tammy Jackson Date

State Committee of Psychologists

Pamela Groose 3-1-2021
Pamela Groose Date
Executive Director



EFFECTIVE: 3/15/2021