

**SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL
WORKERS AND CONNIE BAKER**

The State Committee for Social Workers (the “Committee”) and Connie Baker (“Licensee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee’s clinical social worker license will be subject to discipline and, if so, to agree on the appropriate level of discipline to be imposed upon that license (the “Settlement Agreement”).

Pursuant to the terms of Section 536.060 RSMo¹, the parties waive the right to a hearing by the Administrative Hearing Commission and the right to a disciplinary hearing before the Committee per Section 621.110, RSMo, and stipulate and agree to final disposition of this matter by this Settlement Agreement.

Licensee acknowledges that Licensee understands the various rights and privileges afforded to 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 against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against Licensee’s license. Being aware of these rights provided it by operation of 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.

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

Licensee acknowledges that Licensee has received a copy of the investigative report, if any, and other documents relied upon by the Committee in determining there is cause for discipline, along with citations to law and/or regulations the Committee believes were violated and that Licensee has been advised of Licensee's right to consult with private legal counsel, at Licensee's expense, to assist Licensee with this matter. 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 is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 324, 337 and 621, RSMo.

Relevant Statutes and Regulations

1. Section 337.630.2, RSMo, authorizes discipline against a clinical social worker's license and states, in relevant part:

2. 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 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:

* * *

(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.

4. After the filing of such complaint, the proceedings shall be conducted in accordance with the provisions of chapter 621. Upon a finding by the administrative hearing commission that the grounds, provided in subsection 2 of this section, for disciplinary action are met, the committee may censure or place the person named in the complaint on probation on such terms and conditions as the committee deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke the license.

2. Regulation 20 CSR 2263-1.010 states, in part:

(1) The words defined in sections 337.600-337.689, RSMo, shall have the same meaning when used in these rules, unless the context plainly requires a different meaning.

* * *

(C) "Client" means any individual, couple, family, group, organization, or community for whom the practice of licensed social work is provided.

* * *

(E) "Confidential information" means information revealed by a client or otherwise obtained by a member of the profession in the professional relationship.

(F) "Dual relationship" or "multiple relationships" occur when members of the profession relate to clients in more than one (1) relationship, whether professional, social, or business. Dual or multiple relationships can occur simultaneously or consecutively.

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.

3. Regulation 20 CSR 2263-3.020 sets forth moral standards and is part of the code of ethics for social workers and states, in relevant part:

(1) The public must be protected from those who are not qualified to be members of the profession by reason of a deficiency in education, experience, moral standards, or other relevant factors, but who nevertheless attempt to or actually practice social work. To assure the maintenance of high standards of the profession of social work, members of the profession

shall assist the committee in promulgating, enforcing, and improving requirements for admission to and for the practice of social work.

(2) No member of the profession shall—

- (A) Violate any ethical standard/disciplinary rule;
- (B) Circumvent any ethical standard/disciplinary rule through the actions of another;
- (C) Engage in conduct which is dishonest, deceitful, or fraudulent;
- (D) Allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment or skills; or
- (E) Use therapeutic relationships with clients to promote, for personal gain or the profit of an agency, commercial enterprises of any kind.

4. Regulation 20 CSR 2263-3.040 states, in relevant part:

(1) A licensee 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.

(2) A licensee shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.

Jointly Stipulated Facts and Conclusions of Law

Licensee and the Committee stipulate and agree to the following findings of fact and conclusions of law:

5. The Committee is an agency of the state of Missouri, created and existing pursuant to Section 337.622, RSMo, for the purpose of carrying out the provisions of Sections 337.600 through 337.689, RSMo.

6. Licensee, is a natural person who holds a licensed clinical social worker license, license number 004808, that was at all times relevant to this Settlement Agreement, and is now, current and active.

7. On or about December 6, 2023, the Committee received a complaint alleging that Licensee had engaged in an impermissible dual relationship with a client.

8. On or about January 2, 2024, the Committee received a response from Licensee, regarding the complaint filed against her, in which Licensee disputed the accuracy of the complaint but acknowledged that when she realized she was creating a dual relationship that she stopped the sessions and let the client know she would refer the client to “someone else who specializes in trauma treatment.”

9. On or about March 22, 2024, the Committee reviewed the complaint and response at its scheduled meeting and concluded and the Licensee engaged in an impermissible dual relationship with her client.

10. The Committee has cause to discipline Licensee’s clinical social worker license pursuant to Section 337.630.2(6), (13), and (15), RSMo.

Jointly Stipulated Disciplinary Order

The parties agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter pursuant to Sections 337.630 and 621.045.3, RSMo:

11. The terms of discipline shall include that the clinical social worker license of Connie Baker, license number 004808, is hereby **CENSURED**.

Terms and Conditions of the Disciplinary Period

12. The parties to this Agreement understand that the Board will maintain this Agreement as an open record of the Board as provided in Chapters 334, 610 and 324, RSMo.

13. 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.

14. Licensee, together with her heirs and assignees, and her attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents and attorneys, including any former Board members, employees, agents and attorneys of, and 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, arising 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. If no contested case has been filed against the 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, Third Floor, 131 West High Street, Jefferson City, Missouri 65102.

15. If licensee has requested review, Licensee and the Board 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 of 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.

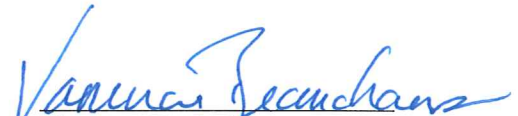
16. If the licensee does not request review by the Administrative Hearing Commission, the Agreement will become effective thirty (30) days after the Agreement is signed by the committee's Executive Director.

LICENSEE


Connie Baker, Licensee

Date 6/3/24

COMMITTEE


Vanessa Beauchamp,
Executive Director

Date 6/17/24