

SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL
WORKERS AND AMANDA J. DAVIS

The State Committee for Social Workers (the "Committee") and Amanda J. Davis ("Licensee" or "Davis") 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, RSMo, 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 her 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 she 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.

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.

Jointly Stipulated Facts and Conclusions of Law

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

1. 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.
2. Licensee, is a natural person who holds a licensed clinical social worker license, license number 2015027861, that was at all times relevant to this Settlement Agreement, and is now, current and active.
3. On or about November 13, 2023, the Committee received a letter dated November 9, 2023, from counsel for Licensee as well as ten additional documents. The letter self-reported Licensee's criminal matter in connection with the renewal of her license.
4. The first item included with the November 9, 2023 letter was Licensee's statement. Licensee stated that her past personal issues interfered with her practice, culminating

in a felony charge for obstruction of justice. Licensee stated that she had worked with inmates prior to the position that led to these issues at the United States Disciplinary Barracks at Fort Leavenworth. She stated the inmates were active-duty military and she was always treated with respect and manners. She stated that she then started at Jackson County Jail. She stated she received no training and saw “deplorable conditions” on a daily basis. She stated she showed “empathy and advocacy” to the inmates. She stated she made the mistake of trusting someone and giving them money. She stated she had confidential information on her phone that would have confirmed criminal charges against her clients and she “panicked” and erased the phone. She stated she has done recovery and therapy since this time and is in “the best place I have been in a very long time.”

5. On or about July 7, 2023, in the United States District Court for the Western District of Missouri, Western Division, case number 21-00145-01-CR-W-BP, Licensee pled guilty to the federal felony of Destruction, Alteration, or Falsification of Records in a Federal Investigation.

6. Licensee also included records related to treatment and care she received in 2021.

7. Licensee included letters of recommendation and support.

8. The Committee has cause to discipline Davis’s clinical social worker license pursuant to Section 337.630.2(2), RSMo.

9. 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:

* * *

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state, of the United States, or of any country, for any offense directly related to the duties and responsibilities of the occupation, as set forth in section 324.012, regardless of whether or not sentence is imposed[.]

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:

10. Davis's clinical social worker license is hereby placed on **PROBATION** for a period of **FIVE (5) YEARS** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as a clinical social worker, subject to compliance with the terms and conditions of the Disciplinary Period as set forth in this Settlement Agreement.

Terms and Conditions of the Disciplinary Period

I. SPECIFIC TERMS OF DISCIPLINE

A. Continuing Education

1. Licensee shall complete three (3) hours during each of the first three (3) years of probation in the following areas:

- i. General Boundary Issues
- ii. Special populations -- anti-social disorders, preferably narcissistic disorders; and
- iii. Self care in the practice of Social Work.

B. Supervision

1. During the Disciplinary Period, if Licensee engages in the practice of social work, Licensee shall practice social work only under the order, control, oversight, guidance and full professional responsibility of the approved registered supervisor at the setting(s) as approved by the Committee for the first two years of the disciplinary period;
2. Within 30 days after the effective date of this Settlement Agreement or if, Licensee is not currently engaged in the practice of social work, prior to beginning the practice of social work, Licensee shall submit no fewer than 5 names of proposed clinical social workers who will agree to serve as Licensee's supervisor. The Committee may approve one of the proposed clinical social workers, or may require additional names to be submitted, which Licensee shall submit within 30 days of the Committee's request;
3. The Committee will provide written notice to both Licensee and the supervisor of its approval of a supervisor. Licensee must begin supervision within 7 days of the Committee's approval of the supervisor. Licensee shall immediately provide the Committee written notice of the start date of the supervision and shall, within 7 days of the start date of the supervision, provide the Committee with a copy of the supervision agreement between Licensee and the supervisor;
4. If Licensee fails to secure a supervisor within 30 days of the effective date of this Settlement Agreement, then Licensee shall cease to practice as a social worker until a supervisor is approved, per the terms of this Settlement Agreement;
5. Licensee shall be responsible for any payment associated with the supervision;

6. Licensee's supervisor shall submit written reports to the Committee due by January 1 and July 1 of each year of the Disciplinary Period. In these reports, the supervisor shall report to the Committee whether Licensee is in compliance with the terms of this Settlement Agreement, to the best knowledge of the supervisor, and Licensee's understanding and adherence to approved standards of professional and ethical conduct;
7. If Licensee's approved supervisor becomes unable or decides not to continue to serve in the capacity of a supervisor or for any other reason ceases to serve as a supervisor for Licensee, then Licensee shall:
 - i. Within 3 business days of being notified that the supervisor will be ceasing to serve as Licensee's supervisor, Licensee shall advise the Committee in writing of the date the supervisor will be ceasing to provide services; and
 - ii. Within 30 days of being notified of the need to find a new supervisor, Licensee shall secure a new supervisor in accord with the terms of this Settlement Agreement. If Licensee does not secure a new Committee approved supervisor, per the terms of this Settlement Agreement, Licensee shall cease practice as a social worker until such time as a Committee approved supervisor is in place; and
 - iii. Licensee shall follow all directives of her supervisor related to her practice as a social worker.

C. Federal Probation. If Licensee's federal probation, as detailed above, is terminated prior to the date identified in the court's order, Licensee may petition the Committee to release her from these terms of discipline prior to the termination of five years.

II. GENERAL TERMS OF DISCIPLINE

A. Licensee shall keep the Committee informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Committee in writing within ten (10) business days of any change in this information. If Licensee utilizes e-mail, Licensee shall provide the Committee with Licensee's current and active e-mail address;

B. Licensee shall submit written reports of compliance on or before January 1, April 1, July 1, and October 1 of each calendar year of the Disciplinary Period, but no report shall be submitted no more than two weeks prior to each reports due date. Each written report of compliance shall state truthfully whether Licensee has complied with all conditions of the Disciplinary Period and, if not, shall provide full disclosure of the failure to comply. If Licensee has completed any continuing education during the reporting period, Licensee shall attach to Licensee's written compliance report, copies of documentation of completion of the continuing education. Each written report of compliance shall be due regardless of whether Licensee is engaging in the practice of social work;

C. Licensee shall meet with the Committee or its representatives at such times and places as required by the Committee after notification of a required meeting;

D. Licensee shall comply with all provisions of Sections 337.600 through 336.689, RSMo, and its regulations, and all state and federal criminal laws and all state and federal laws related to the practice of clinical social work, including compliance with state revenue laws;

E. Licensee shall engage in no conduct that would give the Committee cause to seek authority to discipline from the Administrative Hearing Commission as set forth in Section 337.630, RSMo;

F. Upon the request of the Committee or its representative, Licensee shall immediately submit any and all records requested to show compliance with these terms and conditions;

G. Licensee shall renew timely all licenses, shall pay timely all fees required for licensure and shall meet all other requirements necessary to maintain all licenses issued by the Committee current and active including timely completion of all required continuing professional education and not allowing Licensee's license to be suspended for failure to comply with the revenue laws of the state;

H. Licensee shall accept and comply with unannounced visits from the Committee or its representatives to monitor Licensee's compliance with these terms and conditions;

I. Licensee shall provide a copy of this Settlement Agreement to any employer for whom Licensee will be performing social work within 5 business days of the commencement of Licensee's employment or within 5 business days of Licensee's receipt of this Order.

11. Upon the expiration of the Disciplinary Period and successful completion of the Disciplinary Period, Licensee's license shall be fully restored if all other requirements of the law have been satisfied; provided however, that in the event the Committee determines that Licensee 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 impose additional probation, suspend, revoke, or otherwise lawfully discipline Licensee's license.

12. The Committee shall enter no order imposing further discipline on Licensee's license without notice and an opportunity for hearing before the Committee in accordance with the provisions of Chapter 536, RSMo.

13. If the Committee determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the

Administrative Hearing Commission or in a circuit court, the Committee may elect to pursue any lawful remedies or procedures afforded to it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning such violation(s).

14. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Committee may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation of the terms and conditions of the Disciplinary Period occurred and, if so, may impose further discipline on the license of Licensee. The Committee has continuing jurisdiction to hold a hearing determine if a violation of the terms and conditions of the Disciplinary Period occurred.

15. Licensee, together with her heirs and assigns and her attorney(s), 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 Section 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 its settlement. Licensee acknowledges 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 void or unenforceable.

16. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

17. Licensee understands that Licensee may, either at the time the Settlement Agreement


is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license(s). If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit Licensee's request to: Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, Third Floor, 131 West High Street, Jefferson City, Missouri 65102.

18. If Licensee 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 Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Committee.

19. This Settlement Agreement shall be maintained as an open and public record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

LICENSEE

COMMITTEE


Amanda J. Davis, Licensee


Vanessa Beauchamp, Executive Director

Date 1/31/24

Date 3/26/24