

000203 AUG-29

SETTLEMENT AGREEMENT
BETWEEN
STATE COMMITTEE FOR SOCIAL WORKERS
AND
JACKLYN ELLISON

000011 JUL 26

Jacklyn Ellison, (“Ellison”), and the State Committee for Social Workers, (“Committee”), enter into this Settlement Agreement for the purpose of resolving the question of whether Ellison’s license as a clinical social worker, no. 2006021234, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ 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. 2009. The Committee and Ellison jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Ellison 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 proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against her; 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 Ellison may present evidence in mitigation of discipline; the right to a claim for attorney 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, Ellison 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 her.

Ellison acknowledges that she has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Ellison stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Ellison's license as a clinical social worker, [certificate/license] no. 2006021234, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Ellison in Part II herein is based only on the agreement set out in Part I

herein. Ellison understands that the Committee may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

I.
Joint Stipulation of Facts and Conclusions of Law

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

1. The Committee is an agency of the State of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.600 through 337.689, RSMo.

2. Ellison is licensed by the Committee as a licensed clinical social worker, license number 2006021234.

3. Ellison's license is current and active, and was so at all times relevant herein.

4. Ellison was employed at ~~Shim's Residential Center III, located at 805 Paris Ave., Hannibal, MO 53401~~ ^{Preferred Family Healthcare in Hannibal, MO} ~~63401~~ ⁶³⁴⁰¹, a Missouri Department of Mental Health, ("DMH"), contract facility.

5. Ellison was employed as a clinical supervisor.

6. Ellison entered into a sexual relationship with DMH Consumer S.S.

7. Consumer S.S. slept over at Ellison's home on more than one occasion.

8. Four sexual encounters occurred from January 24, 2009, to February 8, 2009.

9. Missouri Code of State 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.

10. Missouri Code of State Regulation 20 CSR 2263-3.020 states in part:

(2) No member of the profession shall—

(A) Violate any ethical standard/disciplinary rule;

(6) A member of the profession shall not engage in any activity that exploits clients, students, or supervisees, including sexual intimacies (which means physical or other contact by either the member of the profession or the client), including, but not limited to:

(A) Sexual intercourse—any penetration or contact with the female sex organ by a finger, the male sex organ, or any object;

(B) Sodomy—oral or anal copulation, oral or anal copulation or sexual intercourse between two (2) or more people or a person and an animal, or any penetration of the anal opening by any body part or object;

(C) Kissing;

(D) Touching or caressing the legs, thighs, stomach, chest, breasts, genitals, or buttocks, clothed or unclothed;

(E) Exhibitionism and voyeurism (exposing one's self or encouraging another to expose him/herself); and

(F) Comments, gestures, or physical contacts of a sexual nature.

11. Missouri Code of State Regulation, 20 CSR 2263-3.040, states in part:

(1) A member of the profession 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.

12. Because Ellison engaged in a sexual relationship with a client, she violated the ethical obligations of a clinical social worker.

13. Because Ellison engaged in a sexual relationship with a client, Ellison committed misconduct in the practice of clinical social work.

14. Because Ellison engaged in a sexual relationship with a client, she violated the professional trust and confidence owed to her employer and clients.

15. Therefore, cause exists to discipline Ellison's license under §337.630 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 337.600 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:

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;

(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.

II.

Joint Agreed Disciplinary Order

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, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Ellison's license is suspended, followed by a period of probation.**

Ellison's license as a clinical social worker is hereby SUSPENDED for a period of three

(3) years, and shall immediately thereafter be placed on PROBATION for a period of five (5) years. The periods of suspension and probation shall constitute the “disciplinary period.” During the period of suspension, Ellison shall not be entitled to practice as a clinical social worker pursuant to Chapter 337, RSMo. During the period of probation, Ellison shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, provided Ellison adheres to all the terms of this Settlement Agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:
 - a. Within six (6) months of the effective date of the disciplinary period, Ellison will have a full evaluation, at her expense, conducted by a practitioner approved by the Committee.
 - b. During Ellison’s probationary period, Ellison shall be under the supervision of a supervisor selected by the Committee.
 - c. Ellison must submit a list of no fewer than 5 proposed supervisors to the Committee for their selection as Ellison’s supervisor.
 - d. Ellison will be subject to reviews by the Supervisor, and quarterly reports must be submitted to the Committee for the first 2 years of Ellison’s 5 year probationary period.

- e. Ellison will be subject to reviews by the Supervisor, and semi-annual reports must be submitted to the Committee for the last 3 years of Ellison's 5 year probationary period.
- f. During the disciplinary period, Licensee shall comply with all provisions of Chapter 337, RSMo, as it relates to social workers; all regulations of the Committee, and all state and federal criminal laws. "State" here includes all states and territories of the United States.
- g. During the disciplinary period, Licensee shall keep the Committee informed of her current work and home telephone numbers and addresses. Licensee shall notify the Committee in writing within ten days of any change in this information.
- h. During the disciplinary period, Licensee shall timely renew her license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain her license in a current and active state.
- i. For purposes of this settlement agreement, all reports, documentation, evaluations, notices, or other materials that must be submitted to the Committee shall be forwarded to the State Committee for Social Workers, 3605 Missouri Boulevard, P.O. Box 1335, Jefferson City, Missouri, 65102, unless otherwise specified in this settlement agreement.

16. Upon the expiration of the disciplinary period, the license of Ellison shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Ellison 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 suspend, revoke or otherwise lawfully discipline Ellison's license.

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

18. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Ellison of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

19. 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 either now known to the Committee or may be discovered.

20. If any alleged violation of this Settlement Agreement occurred 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. Ellison agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

22. 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.

23. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 337, 610, and 324, RSMo, as amended.

24. Ellison, 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 Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement 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.

25. Ellison understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Ellison's license. If Ellison desires the Administrative Hearing Commission to review this Settlement Agreement, Ellison may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

26. If Ellison 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 Ellison's license. If Ellison does not request review by the Administrative Hearing Commission, this Settlement

Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

LICENSEE

Jacklyn Ellison 7-11-10
Jacklyn Ellison Date

COMMITTEE FOR SOCIAL WORKERS

Tom Reichard
Tom Reichard, Executive Director
Date: 7-28-10

CHRIS KOSTER
Attorney General

W. Vankay 54185
Yamini A. Laks
Assistant Attorney General
Missouri Bar No. 61452

Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-9623
Telefax: 573-751-5660
Attorneys for the Committee