

**SETTLEMENT AGREEMENT BETWEEN**  
**STATE COMMITTEE FOR SOCIAL WORKERS AND TAUSHA L. HELTON**  
**FOR SURRENDER OF LICENSE**

The State Committee for Social Workers (the "Committee") and Tausha L. Helton ("Licensee" or "Helton") enter into this settlement agreement for the purpose of the surrender of Helton's license as a master social worker in Missouri.

**Relevant Statutes and Regulations**

1. Section 337.603, RSMo, states, in relevant part:

No person shall use the title of "licensed clinical social worker" or "clinical social worker", or engage in the practice of clinical social work in this state, unless the person is licensed as required by the provisions of sections 337.600 to 337.689. Only individuals who are licensed clinical social workers shall practice clinical social work....

2. Section 337.630.2, RSMo, authorizes discipline against a master 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:

\* \* \*

(7) Impersonation of any person holding a license or allowing any person to use the person's license or diploma from any school;

\* \* \*

(10) Assisting or enabling any person to practice or offer to practice social work licensed pursuant to this chapter who is not licensed and currently eligible to practice pursuant to the provisions of sections 337.600 to 337.689;

\* \* \*

(13) Violation of any professional trust or confidence;

\* \* \*

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.

3. Section 337.643, RSMo, states:

1. No person shall use the title of licensed master social worker and engage in the practice of master social work in this state unless the person is licensed as required by the provisions of this section and section 337.644.

2. A licensed master social worker shall be deemed qualified to practice the applications of social work theory, knowledge, methods and ethics and the professional use of self to restore or enhance social, psychosocial, or biopsychosocial functioning of individuals, couples, families, groups, organizations, and communities. "**Master social work practice**" includes the applications of specialized knowledge and advanced practice skills in the management, information and referral, counseling, supervision, consultation, education, research, advocacy, community organization, and the development, implementation, and administration of policies, programs, and activities. Under supervision as provided in sections 337.600 to 337.689, the practice of master social work may include the practices reserved to clinical social workers or advanced macro social workers for no more than forty-eight consecutive calendar months for the purpose of obtaining licensure under section 337.615 or 337.645. No licensed master social worker shall practice independently the scope of practice reserved for clinical social workers or advanced macro social workers. This shall mean that any practices reserved to licensed clinical social workers or licensed advanced macro social workers performed by a licensed master social worker shall be for the purpose of obtaining licensure under section 337.615 or 337.645 in an employment setting where either a licensed clinical social worker or a licensed advanced macro social worker is a registered supervisor approved by the state committee for social work.

**Jointly Stipulated Facts and Conclusions of Law**

Licensee and the Committee stipulate and agree to the following:

*The Parties*

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. Tausha L. Helton, Licensee, is a natural person who has registered her business address with the Committee in Arkansas.

3. Licensee holds a licensed master social worker, license number 2016006464, that was at all times relevant to this Settlement Agreement, and is now, current and active.

4. Helton's master social worker license was on probation from February 26, 2016 to February 26, 2017 for conduct related to abandonment of clients that led to discipline against Helton's Arkansas social worker license. One of the terms of her probation was that Helton engage in the practice of social work, as a licensed master social worker, only under supervision. This supervision was not supervision for her to engage in the practice of clinical social work, but rather was supervision of master social work.

5. Helton also holds an Arkansas social worker license, license number 1471.

6. On June 28, 2018, the Committee received Helton's Registration of Supervision that showed that she signed it on June 23, 2018 (the "Registration of Supervision").

7. The Registration of Supervision was for Helton to engage in the practice of clinical social work, under supervision, per Missouri law, and was not related to the supervision required as a term and condition of her master social worker license probation.

8. The Registration of Supervision indicated that Helton would be under clinical supervision at Family Counseling in Caruthersville, Missouri. The Registration for Supervision

indicated that the period of clinical supervision would be from September 30, 2016 through September 30, 2018.

9. By letter dated July 5, 2018, the Committee received verification of employment from FCC Behavioral Health that indicated that Helton had been employed there since February 26, 2018.

10. Prior to her employment at FCC Behavioral Health, Helton was employed at Dayspring Behavioral Health in Trumann, Arkansas.

11. On July 5, 2018, the Committee approved Helton's Registration of Supervision for her to practice clinically under supervision after July 5, 2018.

12. From February 26, 2018, until July 5, 2018, the Committee asserts that Helton provided clinical social work services in Missouri that constituted unlicensed practice of a licensed clinical social worker.

13. The Committee asserts that during this time, Helton represented to her clients in Missouri that she was properly licensed to provide clinical social worker services when she was not so licensed.

14. The Committee asserts that during this time, Helton engaged in the practice of clinical social work in Missouri when she held no license to do so.

15. Helton denies the Committee's assertions as set forth in paragraphs 12-14, above.

16. Helton asserts that the social work services she provided in Missouri from February 26, 2018, until July 5, 2018, were within the scope of her practice as a licensed master social worker.

17. Helton believes that her actions were within her scope and she also relied on her employer, who knew her licensure status as a licensed master social worker and her need for supervision before she could engage in the practice of a clinical social worker.

18. Helton's actions were at the direction of her employer.

19. Helton is not currently practicing as a licensed master social worker in Missouri and has no intention to do so in the future.

### **Jointly Stipulated Surrender**

The parties agree and stipulate that the following shall constitute the resolution of the dispute between Helton and the Committee in this matter:

20. Helton agrees to **SURRENDER IN LIEU OF DISCIPLINARY PROCEEDINGS** between her and the Committee her master social worker license. Helton will return to the Committee all indicia of licensure within 10 days of the effective date of this Settlement Agreement. Licensee understands that if she desires to seek licensure to engage in the practice of social work in Missouri in the future that she will have to re-apply for licensure and meet all requirements for licensure in place at the time of any future application.

21. This surrender is not considered discipline of Helton's license. The Committee will not provide information to any person or entity indicating that Helton's license has been disciplined.

22. The Committee will not further assert or allege any facts as set forth in paragraphs 12-14, above, and will not further assert or allege any facts of similar import, unless Helton applies for licensure in Missouri in the future.

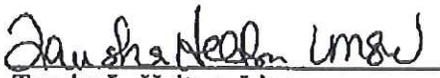
23. This Settlement Agreement is not a disciplinary agreement and is not subject to the provisions of section 621.045.4, RSMo.

24. 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.

25. 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.

26. This Settlement Agreement shall be maintained as an open and public record of the Committee.

**LICENSEE**

  
Tausha L. Helton, Licensee

**COMMITTEE**

  
Tom Reichard, Executive Director

Date 4/3/19

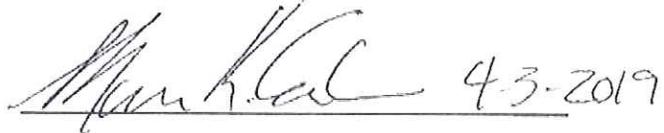
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Approved:



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