Jeremiah W. (Jay) Nixon
Governor
State of Missouri

Jane A. Rackers, Division Director
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
and Professional Registration
John M. Huff, Director

STATE COMMITTEE FOR SOCIAL WORKERS
3605 Missouri Boulevard
P.O. Box 1335
Jefferson City, MO 65102
573-751-0885
573-526-3489 FAX
800-735-2966 TTY Relay Missouri
800-735-2466 Voice Relay Missouri
lcsw@pr.mo.gov
http://pr.mo.gov

Tom Reichard
Executive Director

SETTLEMENT AGREEMENT

Elefteria Marcou ("Licensee"), and the Missouri State Committee for Social Workers ("Committee"), 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.

Pursuant to the terms of § 536.060, RSMo,[1] the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's licenses, and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.

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 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 present evidence on Licensee's own behalf at the hearing; 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 disciplinary hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives

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

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 and other documents relied upon by the Committee in determining there was cause to discipline Licensee's license, along with citations to law or regulations the Committee believes were violated.

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 clinical social worker license, numbered 002031, is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 621 and 337, RSMo.

Joint Stipulation of Facts and Conclusions of Law

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

2. Licensee, Elefteria Marcou, is a natural person residing at 106 Hillsdale Drive, Ballwin, Missouri 63011.

3. Licensee is a licensed clinical social worker, license number 002031, which was not at all times relevant herein, and is not now, current and active. Licensee's license expired due to non-renewal on October 1, 2009, and remained expired through December 7, 2010. Licensee's license expired again due to non-renewal on October 1, 2011. Licensee's license remains expired. (As I was instructed)

4. Between October 1, 2009 and December 7, 2010, Licensee, while unlicensed, provided clinical social worker supervision to Beverly Tate and Monique Mitalovich. Licensee continued providing clinical social worker supervision to Ms. Tate and Ms. Mitalovich following the expiration of Licensee's license on October 1, 2011.

5. On April 5, 2012, Licensee sent an e-mail to the Committee stating "[t]his is to confirm that I am still supervising Beverly Tate for her licensure." The e-mail indicated it was from Licensee with the designations "MSW" and "LCSW". "LCSW" is an acronym which stands for "licensed clinical social worker."

6. For all periods relevant herein, Licensee was and is employed by the Children's Division of the Missouri Department of Social Services, 9900 Page Avenue, St. Louis, Missouri, 63132. Beverly Tate and Monique Mitalovich also, for all times relevant herein, have been and are employed by this same employer.

7. Section 337.630, RSMo, provides, in pertinent 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:
>
> . . .
>
> (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;
>
> (7) Impersonation of any person holding a license or allowing any person to use the person's license or diploma from any school[.]
>
> . . .
>
> 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.

8. Section 337.603, RSMo, provides:

> 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. Sections 337.600 to 337.689 shall not apply to:
>
> (1) Any person registered, certificated, or licensed by this state, another state, or any recognized national certification agent acceptable to the committee to practice any other occupation or profession while rendering services similar in nature to clinical social work in the performance of the occupation or profession which the person is registered, certificated, or licensed; and
>
> (2) The practice of any social worker who is employed by any agency or department of the state of Missouri while discharging the person's duties in that capacity.

9. Section 337.604, RSMo, provides:

1. No person shall hold himself or herself out to be a social worker unless such person has:

(1) Received a baccalaureate or master's degree in social work from an accredited social work program approved by the council on social work education; (I hold an MSW)

(2) Received a doctorate or Ph.D. in social work; or

(3) A current social worker license as set forth in sections 337.600 to 337.689.

2. No government entities, public or private agencies or organizations in the state shall use the title "social worker" or any form of the title, including but not limited to the abbreviations "SW", "BSW", "MSW", "DSW", "LBSW", "LBSW-IP", "LMSW", "PLCSW", "LCSW", "CSW", "LAMSW", and "AMSW", for volunteer or employment positions or within contracts for services, documents, manuals, or reference material effective January 1, 2004, unless the volunteers or employees in those positions meet the criteria set forth in this chapter.

10. Licensee's actions in using the title of LCSW and in holding herself out as a licensed clinical social worker while her license was expired constitutes a violation of any provision of §§ 337.600 to 337.689, RSMo, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

11. Licensee's actions in using the title of LCSW and in holding herself out as a licensed clinical social worker while her license was expired constitutes misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to Chapter 337, RSMo, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

12. Licensee's actions in using the title of LCSW and in holding herself out as a licensed clinical social worker while her license was expired constitutes impersonation of any person holding a license, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

13. Accordingly, cause exists for the Committee to take disciplinary action against Licensee's clinical social worker license under § 337.630.2(5), (6) and (7), RSMo.

Joint Agreed Disciplinary Order

14. Licensee shall **SURRENDER** her license, license number 002031, to the Committee, in lieu of discipline. Should Licensee seek to re-obtain a license from the Committee as a clinical social worker, Licensee shall apply for such license as if applying for the first time and subject to the licensure requirements in place at the time of such application. Licensee shall immediately return all indicia of licensure to the Committee.

15. The parties to this settlement agreement understand that the Missouri State Committee for Social Workers will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

16. 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.

17. Licensee, together with Licensee's heirs and assigns, and his 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.

18. 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, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101**.

19. 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 act 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 Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE

Elefteria Marcou

Elefteria Marcou
002031

Date 11-28-12

COMMITTEE

Tom Reichard

Tom Reichard, Executive Director
State Committee for Social Workers

Date 12-7-12