

**SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL
WORKERS AND ELIZABETH PIERSON-POE**

The State Committee for Social Workers (the “Committee”) and Elizabeth Pierson-Poe (“Licensee” or “Pierson-Poe”) 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 2019029407, that was at all times relevant to this Settlement Agreement, and is now, current and active.

3. On or about July 5, 2023, the Committee received a complaint regarding Licensee. The complaint alleged a concern about "Licensee's ethical conduct." The complaint alleged that Licensee had been inappropriately messaging a patient outside of therapy. The complaint stated that the client shared the text messages with his girlfriend who then provided them to another licensed professional associated with Licensee's then employer. The complaint

alleged that the client stated he had feelings for Licensee that he knew were not appropriate. The individual who viewed the messages provided them to the employer.

4. The complaint also included screenshots of text messages between Licensee and the client as well as a statement based on the girlfriend's interaction with the client and things that the client shared with her.

- a. After the client pulled back from the conversations, Licensee stated she "missed their banter" and would do anything to have someone love and want to be with her.
- b. Licensee texted him stating she had Sunday free and wanted to chill. Client texted back stating he was going to chill on Sunday after working a few hours. Licensee returned his text stating "too bad we can't chill together." Client responded "That's bad. Really f***ing bad." Licensee ended the conversation by texting "I know it makes me sad."
- c. On April 24, 2023, Licensee texted Client "Happy Monday. Enjoy your week."
- d. On May 4, 2023, Licensee texted "Hi YOU in an emoji" and Client responded ... I'm just working, chilling, sleeping. Some day soon we will get caught up. Might be a few more days. I hope all is well in your world." Licensee then stated "Thank you." "Just reach out when you can. Glad to hear you are doing well. Miss talking with you. You always brighten my day."
- e. Following this conversation, the girlfriend confronted Client and he informed her that he and Licensee met at several places over the following months, and they were "hugging, kissing, etc."

5. On or about August 4, 2023, the Committee received a response to the complaint from Licensee. In the response, Licensee stated that she began seeing the client in question for anxiety, depression, and emotional abuse by his partner. Licensee stated she worked with the client for over a year. Licensee stated the client repeatedly spoke of fear of his partner and potential financial, professional, and personal ruin. Licensee stated that in the summer of 2022, the client lost his job and feared he would not be able to continue therapy, so Licensee continued to see him outside of a therapeutic setting. Licensee stated that once the client regained insurance, Licensee helped him find a new therapist. According to Licensee, after the termination, however, they continued to talk, especially when he was anxious. Licensee stated she sent him a text message offering to “get together and chill.” Licensee stated she took responsibility for allowing a friendship to develop and she could recognize, in hindsight, what she “did incorrectly in my professional boundaries.” She stated she resigned her position and “[s]hould I be fortunate enough to retain my license, I will make diligent efforts to correct this from occurring again.”

6. On or about October 2, 2023, the Committee sent Licensee a letter requested a meeting with her at their December 15, 2023 meeting at 1:30 p.m. to discuss the complaint.

7. Licensee appeared before the Committee via WebEx at its December 15, 2023 meeting. Licensee answered questions from the Committee regarding the complaint.

8. Regulation 20 CSR 2263-1.010 states, in relevant 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.

...

(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.

9. Regulation 20 CSR 2263-3.010 states:

(1) The ethical standards/disciplinary rules for licensees, as set forth hereafter by the committee, are mandatory. The failure of a licensee to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.

10. Regulation 20 CSR 2263-3.020 states, in relevant part:

(2) No licensee shall –

(A) Violate any ethical standard/disciplinary rule;

...

(D) Allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment or skills[.]

11. 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.

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

...

(4) A licensee should be aware of his/her own mental health and emotional stability and the effect those have on his/her ability to provide appropriate services to clients. A licensee shall not undertake or continue a professional relationship with a client with the competency of the member is or reasonably could be expected to be impaired due to mental, emotional, physiologic,

pharmacologic, or substance abuse conditions. If that condition develops after a professional relationship has been initiated, the member shall notify the client in writing of the termination of services and shall assist the client in obtaining services from another professional.

(5) A licensee shall not undertake and/or continue a professional relationship with a client when the objectivity or competency of the member is, or reasonably could be expected to be, impaired because of present or previous, familial, social, sexual, emotional, financial, supervisory, political, administrative, or legal relationship with the client. If that dual relationship develops or is discovered after the professional relationship has been initiated, the licensee shall terminate the professional relationship in an appropriate manner, shall notify the client in writing of this termination, and shall assist the client in obtaining services from another professional.

12. The Committee has cause to discipline Pierson-Poe's clinical social worker license pursuant to Section 337.630.2(5), (6), (13), and (15), RSMo.

13. 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:

* * *

(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.

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:

Surrender in Lieu of Further Disciplinary Process

14. Licensee agrees, in lieu of further formal disciplinary action, to surrender to the Committee Licensee's license, number 2019029407, under the terms and conditions set forth herein, no later than thirty days from the effective date of this Settlement Agreement. This Settlement Agreement is effective the date the document is signed by the Executive Director of the Committee.

15. Licensee understands that the Committee is offering this Settlement Agreement in lieu of further disciplinary procedure beyond the voluntary surrender, but understands that continued or future violations of Committee licensing statutes and rules could result in additional Committee action by requesting the Attorney General to seek relief in the Committee's name.

16. Licensee understands that by surrendering Licensee's license pursuant to this Agreement, Licensee's license ceases to exist, and should Licensee seek licensure as a Social Worker in the State of Missouri in the future, Licensee must meet the licensure requirements under the laws in effect at the time of such application.

17. Licensee understands that after surrendering Licensee's license, if Licensee applies for licensure as a Social Worker in the State of Missouri in the future, all information gathered by the Committee prior to this surrender concerning any alleged violations of Chapter 337, §§ 337.600 through 377.689 of the Revised Statutes of Missouri, and/or any discipline pending against Licensee's license may be considered in the Committee's decision of whether to grant a new license.

18. Within ten (10) days after Licensee signs this Settlement Agreement, Licensee shall return all indicia of Missouri licensure to the Committee.

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

20. 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.

21. Licensee, together with Licensee's heirs and assigns, and Licensee's 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

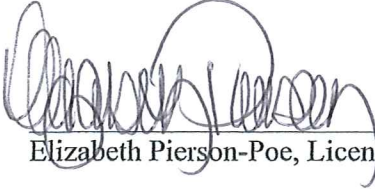
under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement 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.

22. 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, United States Post Office Building, 131 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102-1557.**

23. If Licensee has requested review, Licensee and the 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 fact 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 Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If the Licensee does not submit the agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following

the signature of the Committee's Executive Director, unless waived by the Licensee pursuant to the completion of the enclosed 15-day waiver attestation.

LICENSEE


Elizabeth Pierson-Poe, Licensee

Date 5/20/24

COMMITTEE


Vanessa Beauchamp, Executive Director

Date 5/28/24