SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL WORKERS AND HEATHER WALKER-SHEPHERD-

The State Committee for Social Workers (the "Committee") and Heather Walker-Shepherd ("Licensee" or "Walker-Shepherd") 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[1], the parties hereto 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 she understands the various rights and privileges afforded to 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 against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her 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 her 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 her.

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

Licensee acknowledges that she has received a copy of the investigative report 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 she has been advised of her right to consult with private legal counsel, at her expense, to assist her 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, 337and 621, RSMo.

Relevant Statutes and Regulations

1. 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:
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> (4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation;
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> (5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;
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> (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;
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> * * *

(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.

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.

2. Regulation 20 CSR 2263-3.020 sets forth moral standards and is part of the code of ethics for social workers and states, in relevant part:

(1) The public must be protected from those who are not qualified to be members of the profession by reason of a deficiency in education, experience, moral standards, or other relevant factors, but who nevertheless attempt to or actually practice social work. To assure the maintenance of high standards of the profession of social work, members of the profession shall assist the committee in promulgating, enforcing, and improving requirements for admission to and for the practice of social work.

(2) No member of the profession shall—

(A) Violate any ethical standard/disciplinary rule;
(B) Circumvent any ethical standard/disciplinary rule through the actions of another;
(C) Engage in conduct which is dishonest, deceitful, or fraudulent;
(D) Allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment or skills; or
(E) Use therapeutic relationships with clients to promote, for personal gain or the profit of an agency, commercial enterprises of any kind.

* * *

(4) A member of the profession is subject to discipline for making a materially false statement or for deliberately failing to disclose a material fact requested in connection with an application.

3. Regulation 20 CSR 2263-3.040 (11) and (13) sets forth requirements for maintaining records and state, in relevant part:

> (11) A member of the profession rendering services to a client shall maintain professional records that include:
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> (A) The presenting problem(s), assessment, plan of action, and progress notes;
> (B) The fee arrangement;
> (C) The date and substance of each contact with the client;
> (D) Notation and results of formal consults with other providers;
> (E) A copy of all evaluative reports prepared or received as a part of the professional relationship;
> (F) A copy of a written communication with the client identifying the date and reason for termination of professional service if the licensed social worker is in private practice; and
> (G) The clinical records of a member of the profession who is under supervision shall be co-signed by the supervisor.
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> (12) For the purpose of these rules, the licensed social worker and temporary permit holder shall assure that professional records are maintained for at least five (5) years after the date of service is terminated.
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> (13) A member of the profession shall not falsify or permit the unauthorized destruction of client records.

Jointly Stipulated Facts and Conclusions of Law

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

The Parties

4. 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.

5. Heather Walker-Shepherd, Licensee, is a natural person who has registered her business address with the Committee at **, Joplin, Missouri[2].

6. Licensee holds a licensed clinical social worker, license number 2011040366, that was at all times relevant to this Settlement Agreement, and is now, current and active.

Conduct Giving Cause for Discipline

7. On March 22, 2017, the Department of Social Services, State of Missouri, ("DSS") issued its final finding (the "DSS Finding") that Licensee committed billing errors in the amount of $18, 531.05 in her billing to MoHealthNet (the "MoHealthNet Debt").

8. By letter dated August 31, 2017, DSS sent a letter to Walker-Shepherd demanding payment for the MoHealthNet Debt.

9. By letter dated September 12, 2017, DSS sent a letter to Walker-Shepherd demanding payment for the MoHealthNet Debt).

10. The DSS Finding is final as there was no judicial review completed.

11. The DSS Finding is true and accurate.

12. As of the date of this Settlement Agreement, the MoHealthNet Debt remains unpaid.

13. The Committee has cause to discipline Walker-Shepherd's clinical social worker license pursuant to Section 337.630.2(4), (5), (6), (13), and (15), RSMo.

[2] Licensee's address is on file with the Committee and is available, upon request.

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:

14. Walker-Shepherd's clinical social worker license is placed on **PROBATION** for a period of **THREE 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

15. Licensee shall comply with the following terms and conditions of the Disciplinary Period:

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 her 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 his 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 Chapter 337, RSMO, and its regulations, and all state and federal criminal laws and all state and federal laws related to the practice of 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 her 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. By the end of the last day on the 30th month of the Disciplinary Period, Licensee shall provide written evidence to the Committee that she has paid in full the MoHealthNet Debt;

j. Within 30 days from the effective date of this Settlement Agreement, Licensee shall provide evidence that she has either paid in full the MoHealthNet Debt or has entered into a payment plan with MoHealthNet for that payment of the MoHealthNet Debt;

Supervision Requirements

k. During the Disciplinary Period, Licensee's practice as a social worker shall be supervised as set forth in this Settlement Agreement;

l. During the Disciplinary Period, if Licensee engages in the practice of social work, such practice shall be under the order, control, oversight, guidance and full professional responsibility of the approved registered supervisor at the setting(s) as approved by the Committee;

m. 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;

n. The Committee will provide written notice to both Respondent and the supervisor of its approval of a supervisor. Respondent 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;

o. 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;

p. Respondent shall be responsible for any payment associated with the supervision;

q. Supervision shall consist of at least monthly, consisting of at least 4 hours per month, on site face to face review of cases and review, approval, and co-signing of written reports such as case notes, intake assessments, test reports, treatment plans, and progress reports. The supervisor shall also provide supervision for documentation and billing.

r. 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, areas of continued growth and development and accountability of supervision hours, thus far, in the Disciplinary Period;

s. 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;

Additional Continuing Professional Education Requirements

i. In addition to the required hours of continuing education, Licensee shall, within 30 days from the effective date of this Settlement Agreement, successfully complete the jurisprudence examination found on the Committee's website at http://pr.mo.gov/socialworkers-education.asp. This examination shall be in addition to, and SHALL NOT count towards. the hours of required continuing education.

t. Within the first 12 months of the Disciplinary Period, Licensee shall submit to the Committee documentation to show that she has completed the following continuing education courses:

i. 3 hours on documentation; and

ii. 3 hours on ethical practice; and

16. 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.

17. 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.

18. 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.

19. 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).

20. 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.

21. 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.

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

23. Licensee understands that she 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 her request to: Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, Third Floor, 131 West High Street, Jefferson City, Missouri 65102.

24. 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.

25. 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

Heather Walker-Shepherd

Heather Walker-Shepherd, Licensee

Date 2/19/18

COMMITTEE

Tom Reichard

Tom Reichard, Executive Director

Date 2-28-18

Approved:

_____

\# Date

Sharon K. Euler 2/23/2018

Sharon K. Euler #42950 Date
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ATTORNEY FOR LICENSEE

ATTORNEY FOR THE COMMITTEE