

**SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL  
WORKERS AND JENNIFER CARLIN**

The State Committee for Social Workers (the "Committee") and Jennifer Carlin ("Licensee") 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<sup>1</sup>, 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 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 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 Licensee may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against Licensee license. Being aware of these rights provided it by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri, as supplemented, unless otherwise indicated.

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.

**Relevant Statutes and Regulations**

1. 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:

\* \* \*

(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[.]

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

\* \* \*

(5) A licensee shall respond to all reasonable requests for information and/or all other correspondence from the committee. Failure to provide the requested information may be cause for denial of licensure, permit, and/or registration of supervision.

**Jointly Stipulated Facts and Conclusions of Law**

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

3. 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.

4. Licensee, is a natural person who holds a licensed clinical social worker license, license number 2019015238, that was at all times relevant to this Settlement Agreement, was current and active. Licensee's license expired September 30, 2024 due to failure to renew.

5. On or about September 14, 2023, the Committee received a Complaint alleging ethical violations committed by the Licensee.

6. On or about September 14, 2023, Licensee was provided a copy of the Complaint and requested to respond in writing to the allegations and provide all pertinent documents to the Committee.

7. On or about November 16, 2023, Licensee timely responded, through her attorney with a written response to the allegations contained in the September 14 Complaint. Licensee denied and continues to deny the allegations set forth in the Complaint.

8. On or about December 18, 2023, the Committee requested Licensee appear before the Committee at the Committee's regularly scheduled meeting on March 22, 2024. Licensee appeared at the March 22, 2024, meeting with counsel Bryan Cox and answered all questions presented by the Committee.

9. Following the Committee meeting in March, 2024, the Committee requested the Central Investigation Unit (CIU) obtain client records from Licensee.

10. On August 8, 2024, the CIU Investigator received an email from Bryan Cox, attorney for Licensee. Mr. Cox acknowledged the Committee's request for records, but stated the authority of the Committee could not clearly be defined with regard to the release of records. Mr. Cox inquired if the Investigator had received a release for patient records or if there was some authority he was not familiar with. Furthermore, Mr. Cox requested more specific detail as to what records were specifically requested from Licensee.

11. On November 27, 2024, the Committee received notification from Bryan Cox that he was leaving his position with McDonald Law Group, and Ted McDonald would be representing Licensee.

12. On January 7, 2025, counsel for the Committee submitted correspondence to the McDonald Law Firm which articulated the Committee's authority and reiterated the request for Licensee's cooperation.

13. On or about January 29, 2025, the CIU Investigator contacted the McDonald Law Firm and inquired if the Committee's correspondence was received. Staff at the firm explained it was; however, it was addressed to Mr. Cox who had recently left the firm.

14. On February 5, 2025, the CIU Investigator emailed Mr. McDonald and informed him of the correspondence, as well as the request for all subject records. Mr. McDonald requested a telephone call to discuss the matter further. Between February 5 and February 13, the CIU Investigator and Mr. McDonald exchanged emails in an effort to schedule a conference to discuss this matter further.

15. On February 13, 2025, the CIU Investigator and Mr. McDonald discussed this matter. The CIU Investigator clarified the Committee's request was for all records of Jim and Brandy Brackney. Mr. McDonald explained to the CIU Investigator that he believed Ms. Carlin intended to cooperate but the records of Ms. Carlin's clients contain very personal and sensitive information belonging to Ms. Carlin's clients and Ms. Carlin had some concerns regarding maintaining the confidentiality of the records (despite the best efforts of the Committee to maintain their confidentiality). Mr. McDonald asked the CIU Investigator/Committee: (1) given the questionable relevance of the entire contents of the records of Ms. Carlin's clients to the Complaint before the Committee, would the Committee please provide information as to why all records were requested; (2) to please provide information as to what specific information relevant to the Complaint the Committee wants to see; (3) would the Committee consider discussing a limited production of records and information relevant to the issues raised by the Complaint; and (4) would the Committee agree to a mutually crafted Protective Order as an additional means to protect the confidentiality of Ms. Carlin's client records. The CIU Investigator agreed to inquire with the Committee. Mr. McDonald agreed to determine with his client when the records could be presented to Mr. McDonald for his review.

16. On February 20, 2025, Executive Director Vanessa Beauchamp, provided an email to Mr. McDonald acknowledging Mr. McDonald's request to the CIU Investigator on February 13, 2025, and stating "the position of the Committee regarding the investigation was communicated in the January 7, 2025, correspondence from the Committee's attorney."

17. On February 26, 2025, the CIU Investigator emailed Mr. McDonald stating "I tried to get as many answers for you as I could, but as you have seen in the [February 20, 2025] letter from the Director, there is probably still some questions that I can't answer or get answers for. At this point, they are firm on obtaining the records and they would like to

have them by the next meeting on March 14. Please have Ms. Carlin get the records and let me know how you want to deliver them. ...”

18. As of March 19, 2025, Having received no records, the Investigator again contacted Mr. McDonald via email on March 19, 2025, informing Mr. McDonald the Committee had provided ample time for Licensee to produce records, and alleging disregard and failure to cooperate. The Investigator extended the deadline for receiving the records to March 21, 2025. Mr. McDonald immediately contacted the CIU Investigator. Mr. McDonald advised the CIU Investigator the Committee had failed to provide a meaningful response to the requested consideration of a limited production of Ms. Carlin’s client records to information relevant to the Complaint before the Committee. Mr. McDonald advised Ms. Carlin’s client records contain information which she believes could implicate Springfield, Missouri police officers in criminal behavior and, accordingly, Ms. Carlin fears for her life if the records are produced. Mr. McDonald advised the CIU Investigator he had counseled Ms. Carlin on her rights and obligations as a Licensee and that he believed Ms. Carlin intended to produce the records.

19. On April 9, 2025, the CIU Investigator spoke with Mr. McDonald via telephone and Mr. McDonald stated that, based on his conversation with Ms. Carlin, he believed Licensee would entertain releasing redacted copies of the records. The Investigator informed him that he (the Investigator) would provide those records to the Committee for review and if the Committee requested un-redacted records, that issue would be revisited later. The Investigator explained to Mr. McDonald that he (the Investigator) would be in Kansas City on April 10th and 11th, and would be able to come to his office to pick up the records. Mr. McDonald stated he would contact Licensee and call the CIU Investigator back.

20. Mr. McDonald communicated with Ms. Carlin. Ms. McDonald advised Ms. Carlin of the Board’s position. Mr. McDonald counseled Ms. Carlin on her rights and

obligations as the Licensee. Mr. McDonald counseled Ms. Carlin on her options. Ms. Carlin advised Mr. McDonald that she would not (could not) produce the records requested and that she would not be involved in further litigation or communication on this issue.

21. As of the Committee's June meeting date, no records had been received by the Committee from the Licensee or from Licensee's attorney; nor has any other information been received from either Licensee or her attorney.

22. During the Committee's June meeting, the Committee reviewed this matter and concluded that the Committee has cause to discipline Licensee's clinical social worker license pursuant to Section 337.630.2(5), RSMo.

#### **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:

23. Licensee's license to practice master social work, number 2019015238, is hereby **REVOKED**. Licensee shall return all indicia of licensure to the Committee immediately.

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

25. 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.

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

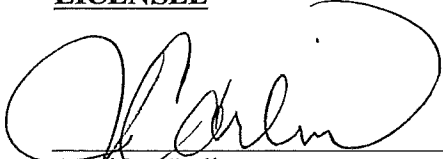
27. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

28. 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, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, MO 65102.**

29. 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

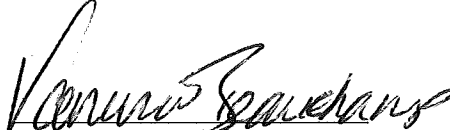
the Administrative Hearing Commission determines that the Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE

  
\_\_\_\_\_  
Jennifer Carlin

Date 10/17/25

COMMITTEE

  
\_\_\_\_\_  
Vanessa Beauchamp,  
Executive Director

Date 11/5/2025