

RECEIVED JUL 30 2025

SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL
WORKERS AND KELLY CRISMON

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The State Committee for Social Workers (the "Committee") and Kelly Crismon ("Licensee" or "Crismon") 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 clinical social worker license, license number 2019015224, that was at all times relevant to this Settlement Agreement, and is now, current, and active.

3. On or about October 31, 2024, the Committee received a complaint regarding Licensee. The Complainant alleged a concern about Licensee's mental health and sobriety, alleging the following:

a. Licensee was employed with Birch Tree Recovery starting June 6, 2024, and was terminated as of October 29, 2024.

b. On October 24, 2024 Kelly displayed dysregulation and was acting out of character during a clinical staff meeting conducted at 11:30 am.

c. At approximately 4:50 pm Licensee was sitting alone in Licensee's office and was confronted by Licensee's Executive Director about Licensee's clients waiting for her in the group room.

d. At approximately 6:30pm, Licensee's coworker was approached by a client who shared concerns about Licensee's slurred speech and bizarre behaviors.

e. At approximately 6:35 pm, the Director of Clinical Services was informed of the concerns and contacted Licensee's Executive Director.

f. At approximately 6:55 pm, the Executive Director visited with Licensee in Licensee's office and observed Licensee exhibiting behaviors that did not appear to be Licensee's normal behavior, slurred speech, atypical body movements and delayed response to verbal stimuli.

g. During the Executive Director's visit with Licensee in Licensee's office, the Executive Director noticed a couple of cans under the Licensee's and once Licensee left her office the Executive Director returned to find four empty airplane bottles of whiskey and eight cans of vodka cocktail, with one can sitting half full out of sight next to Licensee's desk chair.

h. A subsequent work review found Licensee was months behind with her clinical documentation for client's individual sessions.

4. In response to the filed complaint, Licensee acknowledged neglecting her mental Health that resulted in a relapse in her alcohol addiction for which she expressed regret and for which she took full responsibility.

5. The Committee reviewed the complaint and response at its March 14, 2025, meeting.

6. Based upon the Committee's review, the Committee concluded the Licensee violated ethical standards.

7. The Committee has cause to discipline Licensee's clinical social worker license pursuant to Section 337.630.2(6), (13), and (15), RSMo.

8. 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:

* * *

(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.

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 2263-3.040 states, in relevant part:

* * *

(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 when 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.

* * *

(11) A licensee rendering services to a client shall maintain professional records that include:

- (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; and

(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.

11. Regulation 20 CSR 2263-3.140 states, in relevant part:

(1) A licensee shall:

* * *

(J) Seek treatment for personal medical, substance abuse, psychological, and emotional problems to ensure that they do not interfere with their ability to provide services to clients[.]

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:

12. Licensee’s clinical social worker license, number 2019015224, is hereby placed on **PROBATION** for a period of **ONE (1) YEAR** (the “Disciplinary Period”). It is recommended that Licensee discuss being placed on probation and reason why with Licensee’s therapist and follow any recommendation regarding treatment 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

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

a. Licensee shall, within the first six months of the Disciplinary Period, take three (3) hours of continuing education on the topic of professional impairment. These CE hours are in addition to hours required for renewal and will not be counted towards the thirty (30) clock hours of continuing education for renewal of a license.

- b. 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 Licensee's current and active e-mail address;
- c. Licensee shall submit written reports of compliance on or before July 1, October 1, January 1, and April 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 Licensee's 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;
- d. 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;
- e. 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 clinical social work, including compliance with state revenue laws;
- f. 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;
- g. 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;
- h. 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 Licensee's license to be suspended for failure to comply with the revenue laws of the state;
- i. Licensee shall accept and comply with unannounced visits from the Committee or its representatives to monitor Licensee's compliance with these terms and conditions;

j. Licensee shall provide a copy of this Settlement Agreement to any employer for whom Licensee will be performing social work within 5 business days of the commencement of Licensee's employment or within 5 business days of Licensee's receipt of this Order.

Supervision Requirements

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

b. 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;

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

d. 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;

e. Licensee shall be responsible for any payment associated with the supervision;

f. For the first year of the disciplinary period, supervision shall consist of at least monthly on-site or virtual (in accordance with 20 CSR 2263-2.031(G)4) face to face review of cases, consisting of at least 4 hours per month, and review, approval, and co-signing of written reports such as case notes, intake assessments, test reports, treatment plans, and progress reports. After one year, Licensee may request that the amount of supervision may be altered by making a

written request to the Committee along with a recommendation from her supervisor regarding the suspension.

g. 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;

h. 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; and

iii Licensee shall follow all directives of Licensee's supervisor related to Licensee's practice as a social worker.

14. 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.

15. 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.

16. 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).

17. 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.

18. 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.


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

20. 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.**

21. 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 into effect 15 days after the document is signed by the Executive Director of the Committee.

22. 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



Kelly Crismon

Date 07/15/2025

COMMITTEE



Vanessa Beauchamp,
Executive Director

Date 7/30/25