

**LOUISIANA STATE BOARD OF
SOCIAL WORK EXAMINERS (LABSWE)**

**IN THE MATTER OF
GARY GRANT BURNS
LICENSE No. 5896**

**LABSWE COMPLAINT
NUMBER 2006-73**

CONSENT AGREEMENT AND ORDER

WHEREAS, Gary Burns is a credentialed social worker subject to the jurisdiction and rules and regulations of the Louisiana State Board of Social Work Examiners (the Board); and

WHEREAS, pursuant to a complaint and administrative investigation, the social worker, Gary Burns, has indicated his desire to resolve this matter through a Consent Agreement and Order as provided for in Rule No. 907 of the Board's Rules, Standards and Procedures and LA R.S. 49:955(D) of the Louisiana Administrative Procedure Act; and

WHEREAS, the social worker, Gary Burns, has admitted the following:

1. Mr. Burns is and at all times pertinent to the facts and matters alleged herein, a Licensed Clinical Social Worker (LCSW) credentialed by the Board to engage in the practice of social work in the State of Louisiana pursuant to the Louisiana Social Work Practice Act, LA R.S. 37:2701 et seq., as evidenced by License No. 5896.
2. At all times pertinent hereto, Mr. Burns was actively engaged in the practice of social work as a Clinical Manager.

3. That during the time period from February 2002 through November 2004, Mr. Burns was a minority owner, 24.5%, and clinical manager at Crossroads Mental Health, L.L.C, conducting clinical social work and supervision of non-social worker personnel.
4. That Mr. Burns placed approximately fifteen thousand dollars (\$15,000) of his money into Crossroads Mental Health, L.L.C. and is currently paying off a twenty thousand dollar (\$20,000) company line of credit loan.
5. That Crossroads Mental Health, L.L.C., a Medicaid Psychiatric Rehabilitation company, was audited by Unisys/SURS in March/April 2004.
6. That the above audit requested documentation of services reportedly provided in 2002.

WHEREAS, the social worker, Gary Burns, does not admit nor does he contest the following allegations:

1. That Mr. Burns, in response to the above audit, delivered blank Service Logs to a former employee on, or about April 13, 2004.
2. That Mr. Burns picked up the completed Service Logs at the same former employee's home on, or about April 14, 2004.
3. That Mr. Burns, on April 14, 2004, observed: approximately three (3) stacks of documentation at the above former employee's home; the former employee writing on the documentation/Service Logs for events allegedly occurring in 2002; narrative writing on the right-hand side of the completed Service Logs, and the former employee placing the completed documents

In an envelope/package. The former employee gave the envelope/package to Mr. Burns at that time.

4. That the above Service Logs did not have narrative writing on the right-hand side of the Service Logs in 2002/prior to the Unisys/SURS audit.
5. That the above documentation by the identified former employee included narrative documentation of events that reportedly occurred in 2002.
6. That the above former employee, while functioning as an informant, verbally informed Mr. Burns the following: "It's been so long and I'm trying to make up stuff and I'm getting confused." "I'm sitting up here making up what we did at a group meeting." "For me to sit up here a year later, you know, I'm just making it up." "I'm writing something that could be similar to what might have happened." "On our team meetings, Shasta, myself and Heather, if it was a team meeting, we all wrote the logs even if we had, you know, to say it was a team meeting. All three of us wrote the same things." "Gary, you know and I know, I did some, some, so that's the thing...some of the services on these logs...But at the same time, you know, I know, everybody knows we didn't do every-thing on the logs."
7. That Mr. Burns and the above former employee discussed the former employee's concerns that her documentation may not be substantiated by other former staff and/or school teachers.
8. That Mr. Burns personally delivered the above documents to Crossroad Mental Health's principle owner, Jo Lynn Thibodeaux, and the same

documents were delivered to Unisys/SURS in response to the above audit.

9. That Crossroads Mental Health, L.L.C. might have had to repay Medicaid/ Unisys and/or Unisys would have withheld identified future payments to Crossroads Mental Health, L.L.C. if the above documentation would not have been provided to Unisys.
10. That a specified former owner/clinical manager/social worker at Crossroads Mental Health, L.L.C. entered Crossroads Mental Health, L.L.C. on, or about, April 13, 2004 and personally read clients' confidential medical records. Some, if not all, of these medical records included documentation of events that occurred after the former owner/clinical manager/social worker terminated from Crossroads Mental Health, L.L.C. at the end of September 2002.
11. That Mr. Burns did not remove the medical records from the former owner's/clinical manager's/social worker's possession, did not close the medical records and took no action to prohibit the former owner/clinical manager/social worker from reviewing the medical records in April 2004.
12. That Mr. Burns did not notify the LABSWE of the above action by the former owner/clinical manager/social worker.

WHEREAS, by allegedly delivering and picking up the identified Service Logs in April 2004, the identified former employee telling him she was fabricating documentation, observing the former employee documenting on Service Logs April 14, 2004 for events that reportedly occurred in 2002, and delivering said

documentation to Crossroad Mental Health's principle owner, Mr. Burns may have violated his professional and ethical duty as set out in Louisiana Social Work Practice Act LA R.S. 37:2717(A)(10).

WHEREAS, by allegedly allowing a former employee/clinical manager/ social worker to read clients' confidential medical records in April 2004, Mr. Burns may have violated his professional and ethical duty as set out in Rule 115(A) of the Rules, Standards and Procedures for Louisiana social workers, which action does constitute unethical conduct and pursuant to Rule 105 is a violation of LA R.S.37:2717 (A)(5) of the Louisiana Social Work Practice Act.

WHEREAS, the credentialed social worker has indicated his desire to resolve this matter through this Consent Agreement and Order; and

WHEREAS the undersigned Attorney handling the prosecution of this Complaint has conducted an interview with the respondent who has indicated his desire to resolve this matter through this Consent Agreement and Order;

IT IS HEREBY ORDERED that in consideration of the foregoing and pursuant to the authority vested in the Board by LA R.S. 49:955(D), the Board orders and Gary Burns accepts the following administrative action which is a final decision pursuant to the LA R.S. 49:958:

1. That Mr. Burns shall be on probation for a period of two (2) years commencing with the date all parties sign this Consent Agreement and Order.

2. That Mr. Burns shall receive twelve (12) months of disciplinary supervision that will consist of monthly one (1) hour sessions with a Board approved supervisor, with reports submitted quarterly by the supervisor. The Board approval of the supervisor is to occur by May 9, 2006 with disciplinary supervision to begin within thirty (30) days of the approval.
3. That any violation of the Social Work Practice Act and/or Rules, Standards and Procedures while on probation may result in suspension and/or revocation of his Social Work credential(s).
4. That Mr. Burns shall successfully complete the Board's Open-Book Examination on the Practice Act and Rules within ninety (90) days from the date that all parties sign this Consent Agreement and Order. The respondent shall assume all financial responsibility for taking the examination.
5. That Mr. Burns shall complete: eight (8) hours of continuing education on the subject of Ethics, eight (8) hours of continuing education on the subject of Confidentiality, and four (4) hours of continuing education on the subject of Documentation, all said courses completed within two years of the signing of this agreement. This continuing education is to be pre-approved by the Board and shall be in addition to the annual twenty (20) hours of continuing education required to maintain his LCSW. The above hours in Ethics shall be in addition to the bi-annual requirements for maintaining his LCSW. Mr. Burns shall provide the Board with evidence of attendance.

6. Mr. Burns shall pay the costs of the investigation in the amount of Three Thousand Four Hundred Nine and 00/100 dollars (\$3,409.00) in quarterly installment payments to be paid in full within two years of the signing of this agreement.
7. Mr. Burns specifically acknowledges that failure to comply with the terms of this Consent Agreement and Order may result in a suspension or revocation of his LCSW. The admissions contained herein, will be considered proven and the only issue will be failure to follow the terms of this Consent Agreement and Order.
8. By agreeing to the terms of this Consent Agreement and Order, Mr. Burns waives all rights to appeal this adjudication.

THIS CONSENT AGREEMENT AND ORDER is a matter of public record for violation of the above referenced sections of the Louisiana Social Work Practice Act and the Rules, Standards and Procedures. The terms of this Consent Agreement and Order may be published and reported, including but not limited to, the LABSWE Newsletter.

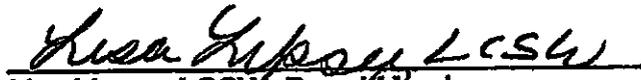
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IN WITNESS THEREOF, the Louisiana State Board of Social Work
Examiners has entered into this Consent Agreement and Order and executed
same at Baton Rouge, Louisiana on this the 11th day of
April, 2008.


Jacqueline R. Shellington, LCSW, Chair


Roslyn Richardson, GSW, Vice-Chair


Lola C. Coleman, LCSW, Secretary/Treasurer


Lisa Lipsey, LCSW, Board Member


Michael Hickerson, RSW, Board Member

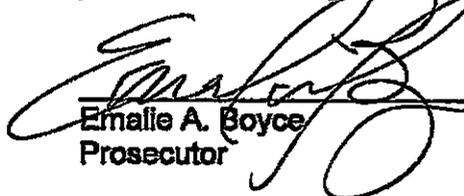

Wade Tyler, PhD, LCSW, Board Member

I, Gary Grant Burns, LCSW, make these acknowledgments and waivers in support of a final disposition of the pending investigation of Complaint #2006-73 by Consent Agreement and Order (Order) pursuant to LA. R.S. §49:955 D, in lieu of the institution and prosecution of formal administrative proceedings, and accordingly consent to the entirety of the Order set forth hereinbefore and further waive any right to which I may be entitled under the Louisiana Administrative Procedure Act or any other law to contest, in any court, my agreement to this Order. By my subscription hereto, I also hereby authorize Roslyn Richardson, GSW, designated by the Board with respect hereto, as well as the legal counsel assisting her/him, to present this Order to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation of this matter. I herein waive any objection to such disclosure based on due process of law under either the State or Federal Constitution or under State statutory law, including LA.R.S. §49:960. I expressly acknowledge that the disclosure of such information to the Board by Roslyn Richardson, GSW, or her legal counsel shall be without prejudice to the Assistant Attorney General's authority to file a formal Administrative Complaint, or the Board's capacity to adjudicate such Administrative Complaint, should the Board decline to approve this Consent Agreement and Order. I further acknowledge my awareness that should the Board approve this Consent Agreement and Order that the Order will become a matter of public record.


Gary Grant Burns

4/11/08
Date

I, Emalie A. Boyce, Prosecutor, do hereby acknowledge negotiation and preparation of this Consent Agreement and Order in order to resolve, with prejudice, all matters for which the social worker, Gary Grant Burns, could be charged under Complaint No. 2006-73; and further certify that this Consent Agreement and Order is consistent with the evidence, adequately addresses the complaint and represents a true and correct statement of that which could be proven at a hearing of this matter.


Emalie A. Boyce
Prosecutor

4/11/08
Date