

**SETTLEMENT AGREEMENT BETWEEN THE STATE COMMITTEE FOR SOCIAL
WORKERS AND RACHEL E. DETTLEFF**

The State Committee for Social Workers (the “Committee”) and Rachel E. Dettleff (“Licensee” or “Dettleff”) enter into this settlement agreement for the purpose of resolving the question of whether Licensee’s master 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 RSMo¹, 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 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, 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:

(1) Use of any controlled substance, as defined in chapter 195, or alcoholic beverage to an extent that such use impairs a person's ability to engage in the occupation of social work licensed under this chapter; except that the fact that a person has undergone treatment for past substance or alcohol abuse and/or has participated in a recovery program, shall not by itself be cause for refusal to issue or renew a license;

* * *

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.

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

2. 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.

3. Rachel E. Dettleff, Licensee, is a natural person who has registered her address with the Committee as 1421 Frost Wood Trail, Fenton, Missouri.

4. Licensee holds a licensed master social worker, license number 2013000349, that was at all times relevant to this Settlement Agreement, and is now, current and active.

Conduct Giving Cause for Discipline

5. When Licensee applied for licensure, she disclosed that, on November 10, 2010, she had plead guilty to driving while intoxicated on February 26, 2010 in the Municipal Court of St. Louis County, Missouri. Licensee completed SATOP as part of her probation. Licensee also disclosed that she had completed a chemical dependency programs in 2009 and in 2010 and had maintained her sobriety since participation in an outpatient substance abuse treatment program.

6. On January 4, 2013, the Committee issued Licensee her license.

7. On August 21, 2013, Licensee self-reported her arrest for driving while intoxicated by submission of an affidavit and accompany documents.

8. On August 6, 2013, an “Amended Information in Misdemeanor” was filed by the Prosecuting Attorney of Jefferson County charging Licensee with one count of violation of Section 577.010, a class A misdemeanor of driving while intoxicated, by operating a motor vehicle under the influence on October 27, 2012, which was a second offense, with the first offense being pleading guilty to driving while intoxicated on February 26, 2010 and one count of exceeding the speed limit. *State of Missouri v. Rachel Elaine Dettleff*, Case number 13JE-CR00258, Jefferson County, Missouri (the “Jefferson County DUI”).

9. On August 6, 2013, Licensee plead guilty to driving while intoxicated as a prior offender in the Jefferson County DUI and was sentenced to a fine of \$500 and 180 days incarceration with execution suspended and Licensee was placed on supervised probation for a period of 24 months and 240 hours of community service in lieu of ten days incarceration as “shock time”. Licensee completed SATOP as part of her probation.

10. As a result of the Jefferson County DUI, Licensee lost her driving privileges in Missouri.

11. Driving was an essential function of her employment.

12. Licensee currently receives treatment for her chemical dependency.

13. Licensee reports her clean and sober date to be October 30, 2012 and that she is an active participant in Alcoholics Anonymous and has a sponsor.

14. Licensee currently works as a substance abuse counselor.

15. Licensee used alcoholic beverages to an extent that such use impaired her ability to engage in the occupation of social worker.

16. The Committee has cause to discipline Dettleff’s master social worker license pursuant to Section 337.630.2(1), 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:

17. Dettleff's master social worker license is placed on **PROBATION** for a period of **TWO YEARS** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as a master social worker, under supervision, 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

18. 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, and July 1 of each calendar year, but 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. 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 master 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; and
- 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. 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 her employment or within 5 days of Licensee's receipt of this Settlement Agreement;

Supervision Requirements

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

- n. 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;
- o. Respondent shall be responsible for any payment associated with the supervision;
- p. 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.
- q. 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;
- r. 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;

Chemical Dependency Requirements

- s. Licensee shall maintain a self-help program of recovery with a sponsor, such as a 12 step program;
- t. If the Committee finds cause for screening, the Committee shall notify Licensee that it has determined there is cause for screening and Licensee shall submit to drug and alcohol screens, at Licensee's cost. Such screenings may be conducted on any biological sample including blood, hair, urine or breath.
- u. If any drug and alcohol screen is performed on any biological sample of Licensee by any other entity, Licensee shall cause a copy of the report from that screening to be provided to the Committee within 10 days of Licensee's receipt or knowledge of the results of said screening;
- v. If requested by the Committee, Licensee shall execute a limited medical release effective for the entire disciplinary period authorizing any chemical dependency professional or medical professional to release records and/or communicate with the Committee, or its representative, regarding Licensee's treatment and/or counseling insofar as such information is required to monitor compliance with this Settlement Agreement. Licensee shall not take any action to cancel this

release. Licensee shall take all steps necessary to continue the release in effect and shall provide a new release when requested;

- w. Licensee shall abstain completely from the use or consumption of alcohol in any form, including over-the-counter medications and mouthwashes. The presence of any alcohol or alcohol metabolite whatsoever or controlled substance for which Licensee does hold a valid prescription in any biological sample shall constitute a violation of this Settlement Agreement;
- x. Licensee shall abstain completely from the personal use or possession of any controlled substance or other drug for which a prescription is required unless use of the drug has been prescribed by a person licensed to prescribe such drug and with whom Licensee has a bona-fide relationship as a patient. The presence of any controlled substance whatsoever in any biological sample for which Licensee does not hold a valid prescription shall constitute a violation of this Settlement Agreement; and
- y. In the event the Committee finds cause to conduct a drug and alcohol screening, Licensee shall provide the Committee office, within ten (10) days of its written request, a copy of all controlled substance prescriptions, dispensed or to be dispensed, in Licensee's possession. The following information shall be provided: the prescription number, drug name, strength, dosage instructions, prescriber's name and address, the name and address of the pharmacy where the prescription was dispensed, date dispensed, number of refills available, and any other requested information concerning the prescription.

19. 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.

20. Upon the expiration of the Disciplinary Period and successful completion of the 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.

21. 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.

22. 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).

23. 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.

24. 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.

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

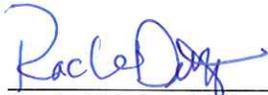
26. Licensee understands that she may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for 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, Truman State Office Building, P.O. Box 1557, Jefferson

City, Missouri 65102.

27. 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.

28. 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



Rachel E. Dettleff, Licensee

Date 1/16/15

COMMITTEE

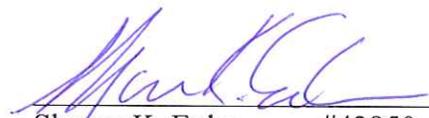


Tom Reichard, Executive Director

Date 1-29-15

Approved:

Date

 1/22/15
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ATTORNEY FOR LICENSEE

ATTORNEY FOR THE COMMITTEE