

**REVISED SETTLEMENT AGREEMENT**  
**BETWEEN MISSOURI STATE COMMITTEE FOR SOCIAL WORKERS AND**  
**JAMES ESCHEN**

James Eschen (Eschen) and the Missouri State Committee for Social Workers (Committee) enter into this settlement agreement for the purpose of resolving the question of whether Eschen's license as a social worker will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing by the Missouri Administrative Hearing Commission and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, Cum. Supp. 2005, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Eschen acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Committee at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against him license.

**Being aware of these rights provided him by operation of law, Eschen**  
**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 him.**

Eschen acknowledges that he has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. For the purpose of settling this dispute, Eschen stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Eschen's license as a Social Worker, License No. 004030, is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, RSMo Cum. Supp. 2005, and Chapter 337 RSMo.

**Joint Stipulations of Fact**

1. The Committee is an agency of the state of Missouri created and established by § 337.600, RSMo 2000, for the purpose of administering and enforcing those provisions of Chapter 337, RSMo, relating to social workers.
2. Eschen is a licensed clinical social worker who was first licensed by the Committee as a clinical social worker, license number 004030, on November 6, 1992. Eschen's license is active.
3. Beginning in or around August, 2003, the Office of the Inspector General conducted an investigation into Mr. Eschen's social work practice, related to the provision of services to Medicare and Medicaid recipients.

4. On January 13, 2005, a Second Superseding Indictment (Second Indictment) containing 8 counts was issued against Eschen for Medicare and Medicaid fraud, making false statements in documents submitted to Medicare and Medicaid, and for making false statements to the Office of the Inspector General. A true and accurate copy of the Second Superseding Indictment is attached hereto and incorporated herein by reference as Exhibit A.

5. In a plea agreement, dated July 15, 2005, Eschen pled guilty to Count VII of the Second Indictment – making false statements to the Office of the Inspector General. A true and accurate copy of the July 15, 2005 plea agreement is attached hereto and incorporated herein by reference as Exhibit B.

6. Eschen's conduct, as described herein, constitutes ... misrepresentation or dishonesty in the performance of the functions or duties of a clinical social worker, in violation of § 337.630.2(5), RSMo 2000.

7. Eschen's conduct, as described herein, constitutes a violation of a provision of Chapter 337, specifically, § 337.630.2 (2), (5), and (15), in violation of §337.630.2(6), RSMo 2000.

8. Eschen's conduct, as described herein, constitutes a violation of § 337.630.2(13) in that Eschen breached a relationship of professional trust with Medicare and Medicaid and agreed to abide by the rules, regulations and laws surrounding

Medicare and Medicaid, including any investigation performed by the Office of the Inspector General.

9. Eschen's conduct, as described herein, constitutes 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, in violation of § 337.630.2(15), RSMo 2000.

10. Eschen's conduct, as described herein, constitutes a violation of 4 CSR 263-3.020(2)(A) and (C).

**Joint Conclusions of Law**

1. Cause exists to discipline Eschen's license under § 337.630.2(2), RSMo 2000 and 4 CSR 263-3.020(2), (5), (6), (13) and (15).

2. Section 337.630.2, RSMo 2000, states:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by sections 337.600 to 337.639 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:

...

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of a clinical social worker; for any offense an essential element of which is fraud, dishonesty or an act of

violence; or for any offense involving moral turpitude, whether or not sentence is imposed;

...

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a clinical social worker;

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.639, or of any lawful rule or regulation adopted pursuant to 337.600 to 337.639;

...

(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.

3. 4 CSR 263-3.020(2) states:

A licensed social worker, provisional licensed social worker, temporary permit holder and registrant shall not –

- (A) Violate any ethical standard/disciplinary rule;
- (C) Engage in conduct which is dishonest, deceitful or fraudulent[.]

**Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 621.045, RSMo Cum. Supp. 2005. This disciplinary order will be effective immediately upon the issuance of the Consent Order of the Administrative Hearing Commission without further action by either party:

1. Eschen's social worker license, number 004030, is **SUSPENDED** for a period of three years beginning November 29, 2005, during which time Mr. Eschen must complete a 9 hour course on ethics and professional conduct. The following requirements regarding continuing education shall apply:

(1) The continuing education hours required herein are in addition to the continuing education hours required for licensure renewal by the Committee. The courses must be provided by State Committee of Social Workers approved sponsors and must be approved by the Committee prior to ~~Eschen~~ <sup>ESCHEN *JE*</sup> beginning the program(s). Eschen shall provide the Committee with proof of attendance from the sponsor of the program no later than 30 days after attending the course. Failure to obtain the required additional continuing education hours and/or submit the required documentation to the Committee will result in a violation of the terms of discipline.

2. At the conclusion of the three year SUSPENSION, Eschen's social worker license, number 004030, is placed on PROBATION for a period of 5 years. The following general requirements for Mr. Eschen's probation shall apply:

(1) Eschen shall meet with the Committee or its representative at such times and places as required by the Committee after notification of a required meeting.

(2) Eschen shall keep the Committee apprized of his current home and work addresses and telephone numbers. Eschen shall inform the Committee within 10 days of any change of home or work address and home or work telephone number.

(3) Eschen shall comply with all provisions of Chapter 337, RSMo, as they pertain to the practice of social work; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.

(4) During the disciplinary period, Eschen shall timely renew his license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Eschen's license in an active and unexpired status.

(5) During the disciplinary period, Eschen shall accept and comply with announced visits from the Committee's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

(6) If Eschen fails to comply with the terms of this agreement, in any respect, the Committee may impose such additional or other discipline that it deems appropriate, including imposition of the revocation.

(7) Eschen shall notify within 15 days of the effective date of this Agreement, all facilities where Eschen practices of Eschen's disciplinary status. Notification shall be in writing and Eschen shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Committee for verification by the Committee or its designated representative.

(8) For purposes of this Settlement Agreement, unless otherwise specified in this Settlement Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Committee in this Settlement Agreement shall be forwarded to: State Committee for Social Workers, 3605 Missouri Boulevard, Post Office Box 1335, Jefferson City, Missouri 65102.

(9) This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of Chapter 337, RSMo, by Eschen not specifically mentioned in this document.

Additionally, during the 5 year PROBATION period, Eschen must be supervised by a licensed clinical social worker approved by the Committee. The following requirements regarding supervision shall apply:

(1) Eschen's practice as a clinical social worker during the period of probation shall be supervised by a clinical social worker approved by the Committee. If Eschen fails to secure a supervisor within 20 business days from the start of probation, Eschen shall cease practicing clinical social work until a supervisor is secured. Eschen shall be responsible for any payment associated with the supervision.

(2) In the event the approved supervisor becomes unable or decides not to continue serving in his or her capacity as a supervisor or otherwise ceases to serve as a supervisor during the period of probation, then Eschen shall:

(a) within three business days of being notified of the supervisor's inability or decision not to continue serving as the supervisor, or otherwise learning of the need to secure a supervisor, advise the Committee in writing that Eschen is needing to secure a supervisor and the reasons for such change; and

(b) within 20 business days of being notified of the supervisor's inability or decision not to continue serving as the supervisor, or otherwise learning of the need to secure a supervisor, secure a supervisor pursuant to and in accordance with the terms and conditions set forth in this Settlement Agreement. After 20 business days, Eschen shall not practice if he has not secured a supervisor.

(c) the supervisor shall be vested with administrative authority over all matters affecting the provision of clinical social work services provided by Eschen so that the ultimate responsibility for the welfare of every client is maintained by the supervisor.

(3) Eschen's supervisor shall report to the Committee in writing on a quarterly basis, with the reports due by December 1, March 1, June 1, and September 1 each year during the disciplinary period. It is Eschen's responsibility to ensure that these reports are provided in a timely manner.

3. Mr. Eschen must successfully complete his court sanctioned probation. The Committee shall be notified of any violations of the probation terms.

4. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open and public record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

5. 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 a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

6. Eschen, together with his heirs and assigns, and his attorneys hereby waives, releases, acquits, and forever discharges the Committee, its 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 § 536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, this Settlement Agreement, or from the negotiation or execution of this Settlement Agreement. Eschen 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 it or any portion thereof void or unenforceable.

7. Eschen understands that he may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the Agreement to the Administrative Hearing Commission (AHC) for determination that the facts agreed to

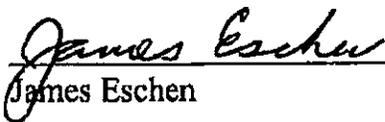
by the parties constitute grounds for disciplining Eschen's license. If Eschen desires the AHC to review this Settlement Agreement, Eschen may submit his request to:

Administrative Hearing Commission  
Truman State Office Building, Room 640  
301 W. High Street  
Post Office Box 1557  
Jefferson City, Missouri 65101.

8. If Eschen requests review, this Settlement Agreement shall become effective on the date that the AHC issues its order finding that the Settlement Agreement sets forth cause for disciplining Eschen's license.

9. If Eschen does not request review by the AHC, the Settlement Agreement goes into effect 15 days after the document is signed by the Committee's Executive

Director.

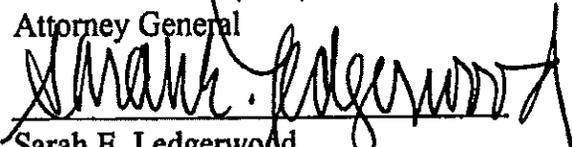
  
James Eschen

  
Vanessa Beauchamp  
Executive Director  
Missouri State Committee for  
Social Workers

10/5/06  
Date

10-20-06  
Date

  
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