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SETTLEMENT AGREEMENT

Paul Gale (“Licensee”), and the Missouri State Committee for Social Workers (“Committee”), 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.

Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri (“AHC”) regarding cause to discipline the Licensee’s license, and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded 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 present evidence on Licensee’s

¹ All statutory references are to the Revised Statutes of Missouri, 2000, as amended, unless otherwise indicated.

own behalf at the hearing; 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 disciplinary hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee 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 and other documents relied upon by the Committee in determining there was cause to discipline Licensee's license, along with citations to law or regulations the Committee believes were violated.

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 clinical social worker license, numbered 2005035889, is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 621 and 337, RSMo.

Joint Stipulation of Facts and Conclusions of Law

1. The Committee is an agency of the state of Missouri, created and existing pursuant to § 337.622, RSMo, for the purpose of carrying out the provisions of §§ 337.600 through 337.689, RSMo.

2. Licensee, Paul Gale, is a natural person residing at 1450 Honeysuckle Drive, Liberty, Missouri.

3. Licensee is a licensed clinical social worker, license number 2005035889, which was originally issued on November 2, 2005 and which was at all times relevant herein, and is now, current and active.

4. The Committee received a complaint dated May 1, 2012 against Licensee alleging that Licensee was involved in a dual relationship with a former client ("V.F.") in that V.F. had been client, employee and supervisee of Licensee. Through the Committee's subsequent investigation of this complaint, the following information was obtained:

- a. On or about August 20, 2009, V.F. became a client of Licensee.
- b. On or about January 14, 2010, Licensee ceased treatment of V.F. due to treatment goals being met.
- c. Subsequent to January 14, 2010, V.F. accepted a volunteer position with Licensee's employer and began work in Licensee's office, with Licensee as V.F.'s supervisor.
- d. Licensee had discussions with V.F. during her volunteer employment that Licensee later realized constituted providing treatment. Licensee kept no records of such treatment and charged no fees for such treatment.
- e. In October 2010, V.F. became a permanent, paid employee of Licensee's employer.
- f. After this dual relationship was brought to Licensee's attention, V.F. decided to leave her volunteer position with Licensee's employer instead of Licensee leaving his employment.
- g. V.F.'s and Licensee's families participated in social events together.

- h. Licensee admitted to violating ethical boundaries with this dual relationship and apologized to the Committee for the same.
 - i. Licensee and V.F. did not at any time have romantic feelings for each other or a sexual relationship of any kind.
 - j. Licensee has taken steps to ensure no such violations occur in the future. Licensee is currently under weekly supervision of his clients through his supervisor at his employer, as required by his employer.
5. State regulation 20 CSR 2263-3.010(1) provides:
- The ethical standards/disciplinary rules for members of the profession, as set forth hereafter by the committee, are mandatory. The failure of a member of the profession to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.
6. State regulation 20 CSR 2263-3.020 provides, in pertinent part:
- (2) No member of the profession shall—
- (A) Violate any ethical standard/disciplinary rule;
 - (B) Circumvent any ethical standard/disciplinary rule through the actions of another;
 - (C) Engage in conduct which is dishonest, deceitful, or fraudulent;
 - (D) Allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment or skills; or
 - (E) Use therapeutic relationships with clients to promote, for personal gain or the profit of an agency, commercial enterprises of any kind.
7. State regulation 20 CSR 2263-3.040 provides, in pertinent part:
- (1) A member of the profession shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship, or sexual relationship, as defined by the committee, with a current client or with a person to whom the member has at any time rendered psychotherapy (clinical

social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions. Business relationships do not include purchases made by the member from the client when the client is providing necessary goods or services to the general public, and the member determines that it is not possible or reasonable to obtain the necessary goods or services from another provider.

(2) A member of the profession shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.

...

(4) A member of the profession 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 member of the profession 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.

(5) A member of the profession shall not undertake and/or continue a professional relationship with a client when the objectivity or competency of the member is, or reasonably could be expected to be, impaired because of present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative, or legal relationship with the client. If that dual relationship develops or is discovered after the professional relationship has been initiated, the member of the profession shall terminate the professional relationship in an appropriate manner, shall notify the client in writing of this termination, and shall assist the client in obtaining services from another professional.

8. Section 337.630, RSMo, provides, in pertinent 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:

...

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a social worker licensed pursuant to this chapter;

(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.

...

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.

9. Licensee's actions as set forth in paragraphs 4(a)-(h) constitute misconduct in the performance of the functions or duties of a social worker licensed pursuant to this chapter, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

10. Licensee's actions as set forth in paragraphs 4(a)-(h) constitute violation of lawful rules and regulations adopted pursuant to §§ 337.600 to 337.689, RSMo, as set forth in paragraphs 5 through 8, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

11. Licensee's actions as set forth in paragraphs 4(a)-(h) constitute violation of any professional trust or confidence, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

12. Licensee's actions as set forth in paragraph 4(a)-(h) constitute 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, for which the Committee has cause to take disciplinary action against Licensee's clinical social worker license.

13. Accordingly, cause exists for the Committee to take disciplinary action against Licensee's clinical social worker license under § 337.630.2(5), (6), (13) and (15), RSMo, and regulations 20 CSR 2263-3.010, 20 CSR 2263-3.020 and 20 CSR 2263-3.040.

Joint Agreed Disciplinary Order

14. The terms of discipline shall include that the Licensee's clinical social worker license, license number 2005035889, shall be placed on **PROBATION** for a period of two (2) years. The probation period shall be the "disciplinary period". During Licensee's disciplinary period, Licensee shall comply with all terms of this Settlement Agreement. During the disciplinary period, Licensee shall be entitled to retain Licensee's clinical social worker license and may offer and engage in the practice of clinical social work as provided in Chapter 337, RSMo, provided Licensee adheres to all of the terms of this Settlement Agreement.

15. SPECIFIC REQUIREMENTS

a. Supervision

- 1) During the disciplinary period, Licensee shall offer and provide services only under supervision by a supervisor pre-approved by the Committee.
- 2) During the disciplinary period, when offering or providing any clinical social worker services, Licensee shall facilitate the submission of quarterly reports from Licensee's supervisor directly to the Committee. Such reports shall be submitted by the supervisor to the State Committee for Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1, April 1, July 1 and October 1 during each year of the disciplinary period.
- 3) Upon completion of the first year of the disciplinary period, the Committee will consider whether to relieve licensee of the supervision requirements set out herein, for the remainder of the disciplinary period.

b. Continuing education

- 1) During the first year of the discipline period, Licensee shall complete three (3) hours of continuing education in the areas of boundary issues and dual relationships.
- 2) During the second year of the discipline period and prior to renewal of Licensee's license, Licensee shall complete three (3) hours of continuing education in ethics. Such three (3) hours shall be in addition to the three (3) hours normally required for renewal.

16. GENERAL REQUIREMENTS

- a. 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.
- b. Licensee shall submit reports to the Missouri State Committee for Social Workers, Post Office Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1, April 1, July 1 and

October 1 during each year of the disciplinary period. The first report shall be due April 1, 2013. Such reports shall be submitted regardless of whether Licensee is offering or providing clinical social work services.

- c. Licensee shall keep the Committee apprised of Licensee's current home and work addresses and telephone numbers. Licensee shall inform the Committee within ten days of any change of home or work address and home or work telephone number.
- d. Licensee shall comply with all provisions of the Chapter 337, RSMo; 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.
- e. During the disciplinary period, Licensee shall timely renew Licensee's license and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Licensee's license in a current and active state.
- f. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Committee's representatives to monitor Licensee's compliance with the terms and conditions of this Settlement Agreement.
- g. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Committee may impose such additional or other discipline that it deems appropriate, (including the imposition of revocation).
- h. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of Chapter 337, RSMo, by Licensee not specifically mentioned in this document.

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

18. 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.

19. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, 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 § 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 this Settlement Agreement. The parties acknowledge 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 to be void or unenforceable.

20. 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, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

21. 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 fact 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 Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE



Paul Gale, Licensee
License number 2005035889

Date March 1, 2013

COMMITTEE



Tom Reichard, Executive Director
State Committee for Social Workers

Date 3-6-13