

**SETTLEMENT AGREEMENT BETWEEN STATE COMMITTEE FOR SOCIAL
WORKERS AND MELISSA MCFADDEN**

The State Committee for Social Workers (the "Committee") and Melissa McFadden ("Licensee" or "McFadden") 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 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 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 Licensee may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against Licensee 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.

Relevant Statutes and Regulations

1. 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.

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.

2. Regulation 20 CSR 2263-1.010 states, in part:

(1) The words defined in sections 337.600-337.689, RSMo, shall have the same meaning when used in these rules, unless the context plainly requires a different meaning.

* * *

(C) "Client" means any individual, couple, family, group, organization, or community for whom the practice of licensed social work is provided.

* * *

(E) "Confidential information" means information revealed by a client or otherwise obtained by a member of the profession in the professional relationship.

(F) "Dual relationship" or "multiple relationships" occur when members of the profession relate to clients in more than one (1) relationship, whether professional, social, or business. Dual or multiple relationships can occur simultaneously or consecutively.

Regulation 20 CSR 2263-3.010 states:

(1) 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.

3. Regulation 20 CSR 2263-3.020 sets forth moral standards and is part of the code of ethics for social workers and states, in relevant part:

(1) The public must be protected from those who are not qualified to be members of the profession by reason of a deficiency in education, experience, moral standards, or other relevant factors, but who nevertheless attempt to or actually practice social work. To assure the maintenance of high standards of the profession of social work, members of the profession shall assist the committee in promulgating, enforcing, and improving requirements for admission to and for the practice of social work.

(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.

4. Regulation 20 CSR 2263-3.040 states, in relevant part:

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

Jointly Stipulated Facts and Conclusions of Law

Licensee and the Committee stipulate and agree to the following findings of fact and conclusions of law:

5. 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.

6. Licensee, is a natural person who holds a licensed clinical social worker license, license number 2000169420, that was at all times relevant to this Settlement Agreement, and is now, current and active.

7. On or about December 22, 2022, the Committee received a complaint from Ester Clote and Debra Grund, regarding an allegation of a sexual relationship between Licensee, then President of Reset Missouri, a transitional housing program for men released from prison, and a client of that entity. The Committee directed the Division of Professional Registration, Central Investigations Unit to review the complaint and obtain a response to the complaint from Licensee.

8. On or about February 6, 2023, the Committee received a response from Licensee regarding the complaint filed against her, in which Licensee acknowledged and expressed regret in engaging in "an inappropriate, overly-familiar relationship" with a client of Reset Missouri. Licensee has not been president of, working for, or involved with Reset Missouri since December 16, 2022.

9. On or about March 17, 2023, the Committee reviewed the complaint and response at its scheduled meeting and concluded and the Licensee engaged in an impermissible sexual relationship with her client.

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

11. Licensee's clinical social worker license, number 2000169420, is hereby **SUSPENDED** for a period of **ONE (1) YEAR** effective the date of this Order. During the period of **SUSPENSION**, Respondent shall not be entitled to practice as a clinical social worker. The suspension period is to be immediately followed by **PROBATION** for a period of **FIVE (5) YEARS** (the "Disciplinary Period"). 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 set forth in this Settlement Agreement.

Terms and Conditions of the Disciplinary Period

12. 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 Licensee's current and active e-mail address;
- b. Licensee shall submit written reports of compliance on or before January 1, April 1, July 1, and October 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;

- 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 clinical 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 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;

- 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 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 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, progress reports, or the type of reports applicable to the job and the position. 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.
 - a. If Licensee is employed in a virtual social work position, supervision shall consist of at least monthly virtual, video conference 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, progress reports, or the type of reports applicable to the job and the position. 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.

Psychological Evaluation

- a. Within the first 6 months of the period of suspension, and prior to returning to practice as a clinical social worker, Licensee shall, at her own expense, obtain a psychological evaluation, including a personality inventory/assessment, by a licensed psychologist and follow all recommendations for testing, evaluation, therapy or other treatment as recommended by the psychologist. If Licensee has had a psychological evaluation done within the 6 months prior to the effective date of this Order, Licensee may submit that evaluation to meet this requirement if that evaluation meets the requirements set forth in this Order.
- b. The psychologist performing the evaluation shall be a Missouri licensed psychologist whose license is current and active and not subject to discipline. If Licensee desires to have the psychological evaluation done by a psychologist not licensed in Missouri, Licensee must obtain approval from the Committee. To seek such approval, Licensee must make a written request for approval and submit to the Committee the psychologist's name, address, license number, state of licensure and the psychologist's curriculum vitae;
- c. The evaluating psychologist (the "Evaluator") shall attest to the Committee that he or she has no prior relationship with Licensee of any kind including any business, professional, educational or personal relationship;

- d. The psychological evaluation shall assess Licensee's current functioning and Licensee's ability to safely engage in the practice of clinical social work;
- e. Licensee shall provide the Evaluator with a release authorizing the Evaluator to discuss the purpose and methods of the evaluation with the Committee or any representative of the Committee;
- f. The Evaluator shall conduct the evaluation on behalf of the Committee and the evaluation shall be done in consultation with the Committee;
- g. Licensee shall ensure that the Evaluator provides a copy of the evaluation directly to the Committee within 30 days of the date the evaluation began. Licensee understands that this evaluation will be a closed record per the provisions of Missouri law;
- h. If therapy is recommended, Licensee's therapist shall submit written progress reports to the Committee due on January 1, April 1, July 1 and October 1 or each calendar year that report on Licensee's progress and her compliance with therapeutic recommendations.

13. 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.

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.

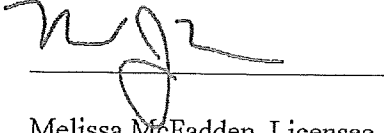
19. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

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 in to 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



Melissa McFadden, Licensee

Date 5/14/2024

COMMITTEE



Vanessa Beauchamp, Executive Director

Date 5/16/24