

**SETTLEMENT AGREEMENT BETWEEN LAURA A. NEELY AND THE STATE  
COMMITTEE FOR SOCIAL WORKERS**

The State Committee for Social Workers (the "Committee") and Laura A. Neely ("Licensee" or "Neely") 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 RSMo<sup>1</sup>, the parties hereto 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.

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<sup>1</sup> 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 all 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:

\* \* \*

(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.

2. Regulation 20 CSR 2263-3.020, a part of the ethical standards for social workers sets forth “moral standards” states:

(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;

\* \* \*

(6) A member of the profession shall not engage in any activity that exploits clients, students, or supervisees, including sexual intimacies (which means physical or other contact by either the member of the profession or the client), including, but not limited to:

(A) Sexual intercourse—any penetration or contact with the female sex organ by a finger, the male sex organ, or any object;

(B) Sodomy—oral or anal copulation, oral or anal copulation or sexual intercourse between two (2) or more people or a person and an animal, or any penetration of the anal opening by any body part or object;

(C) Kissing;

(D) Touching or caressing the legs, thighs, stomach, chest, breasts, genitals, or buttocks, clothed or unclothed;

- (E) Exhibitionism and voyeurism (exposing one's self or encouraging another to expose him/herself); and
- (F) Comments, gestures, or physical contacts of a sexual nature.

3. Regulation 20 CSR 2263-3.040 states, in relevant 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.

\* \* \*

(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.

(6) A member of the profession should be knowledgeable about the services available in the community and make appropriate referrals for their clients. When a member of the profession has a relationship, particularly of an administrative, supervisory, and/or evaluative nature, with an individual seeking counseling services, the licensed social worker, provisional member shall not serve as the practitioner for such individual but shall refer the individual to another professional.

### 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*

4. 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.

5. Laura A. Neely, Licensee, is a natural person who has registered her address with the Committee at \*\*, Overland Park, Kansas<sup>2</sup>.

6. Licensee holds a licensed master social worker, license number 2014019183, that was at all times relevant to this Settlement Agreement, and is now, current and active.

7. During times relevant to the conduct in this Settlement Agreement, Licensee engaged in clinical social work under registered supervision.

#### *Conduct Giving Cause for Discipline*

8. In November 2017, Licensee engaged in sexual intimacies with a client ("Client A") with whom she provided clinical therapy.

9. In February 2018, after Licensee was no longer providing therapy to Client A, Licensee provided Client A with financial assistance.

10. Licensee terminated all contact and all relationships with Client A in February 2018.

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<sup>2</sup>Licensee's address is on file with the Committee and available, upon request.

11. Licensee recognized the dual relationship violated social worker ethical duties and in May 2018, she self-reported to the Committee that she had engaged in this conduct.

12. Licensee has sought and is receiving therapeutic services to assist her with stresses in her life.

13. The Committee has cause to discipline Neely's master social worker license pursuant to Section 337.630.2(5), (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:

14. Neely's master social worker license is placed on **PROBATION** for a period of **THREE (3) 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, 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**

15. 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, April 1, July 1 and October 1 of each calendar year, 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 his 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 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 including timely completion of all required continuing professional education and not allowing any 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. If Licensee's social worker license is on probation in any other state, any violation of that state's order of probation will be considered a violation of this Settlement Agreement.;

*Continuing Education Requirements*

- j. In addition to the required hours of continuing education, Licensee shall, within the 30 days from the date of this Settlement Agreement, successfully complete the jurisprudence examination found on the Committee's website at <http://pr.mo.gov/socialworkers-education.asp>. This examination shall be in addition to, and SHALL NOT count towards, the hours of required continuing professional education.
- k. Within the first year of the Disciplinary Period, Licensee shall successfully complete 3 hours of continuing professional education in ethics and 3 hours of continuing professional education on the topic of boundaries in the professional practice of social work. These hours shall be in addition to and SHALL NOT count towards the hours of required continuing professional education.

*Supervision Requirements*

- l. During the Disciplinary Period, Licensee's practice as a social worker shall be supervised as set forth in this Settlement Agreement;
- m. 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;
- n. Within 30 days after the effective date of this Settlement Agreement or if Licensee is not currently engaged in the practice of social work and prior to beginning the practice of social work, Licensee shall submit no fewer than five (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. If Licensee practices clinically under supervision, the clinical supervisor may also serve as her disciplinary supervisor, upon approval by the Committee. If Licensee is currently under supervision per order of another state or if she is under supervision for the purposes of seeking a licensed clinical social worker license, either of those supervisors may serve as supervisor during the Disciplinary Period so long as the supervisor also provides the Committee with

written agreement to serve as supervisor during the Disciplinary Period per this Settlement Agreement;

- o. 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;
- p. 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;
- q. Respondent shall be responsible for any payment associated with the supervision;
- r. 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. The supervisor shall also provide supervision for documentation and billing;
- s. 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; and

- t. 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;
  - 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;

*Psychological Treatment Required*

- u. Licensee will participate in weekly therapy sessions with a Committee-approved therapist during at least the first 12 months of the Disciplinary Period. The focus shall be upon harmful dual relationships, transference and therapist-client boundaries. Licensee shall provide a copy of this Settlement Agreement to her therapist;
- v. After Licensee has completed 12 months of therapy, the therapist shall provide a report to the Committee that provides a summary of Licensee's progress along with a recommendation that therapy cease or that therapy continue. The parties agree

that if the therapist recommends that therapy continue past the 12 months, that Licensee shall continue to engage in therapy until the therapist recommends that the therapy cease or such time as the Committee determines Licensee is safe to practice without continued therapy upon the written request of Licensee.

- w. Any therapist provided to the Committee for approval must hold a current and active license to provide therapy;
- x. If the treating health care provider becomes unable or declines to continue providing treatment to Licensee, Licensee shall select a new treating health care provider and shall:
  - i. Within 5 business days of being notified of the cessation of treatment by the treating health care provider, Licensee shall provide written notice to the Committee of the cessation of treatment, the date the treatment will cease and the reason for the cessation of treatment; and
  - ii. Within 20 days of being notified of this cessation of treatment, Licensee shall make a written request to the Committee for approval of a new treating health care provider by providing the Committee with the name, license type and number, and a brief summary of the person's qualifications to provide the recommended treatment to Licensee. Upon receipt of approval from the Committee, Licensee shall continue treatment in accord with the terms of this Settlement Agreement.
- y. Licensee shall execute all necessary releases and shall give the Committee permission to review Licensee's personal treatment and medical records.

- z. In any professional activity in which Licensee treats, evaluates or provides psychological services to any individual, that individual must consent to allow the Committee to review his or her treatment records.
- aa. Licensee's treating health care provider(s) must provide written progress reports to the Committee. These reports must be received by the Committee on or before January 1, April 1, July 1, and October 1 of each year of the Disciplinary Period and not more than 2 weeks before each due date. Licensee bears the responsibility to ensure that these progress reports are provided to the Committee timely.

16. Licensee understands and agrees that in the event she meets all requirements for licensure as a clinical social worker during the Disciplinary Period, the Committee may issue that clinical social worker license on probation with terms and conditions similar to those contained within this Settlement Agreement, at the Committee's discretion.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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.

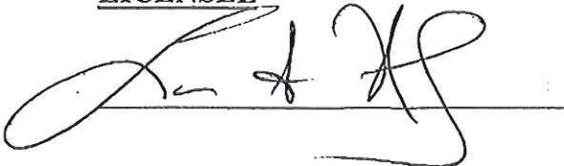
23. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

24. 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.

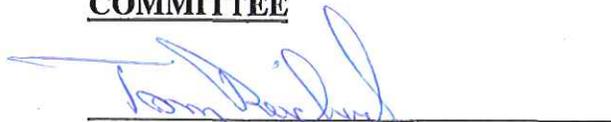
25. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Committee.

26. 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



COMMITTEE



Laura A. Neely, Licensee

Tom Reichard, Executive Director

Date 1.18.19

Date 1-22-19

Approved:

  
Chris R. Playter, #65109 Date  
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