

**SETTLEMENT AGREEMENT BETWEEN THE STATE COMMITTEE FOR SOCIAL  
WORKERS AND RICHARD WELCH**

The State Committee for Social Workers (the "Committee") and Richard Welch ("Licensee" or "Welch") enter into this settlement agreement for the sole 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<sup>1</sup>, 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 he understands the various rights and privileges afforded to 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 hearing before the Committee at which time he may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided to him 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 him.

Licensee acknowledges that he 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

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated.

citations to law and/or regulations the Committee believes were violated and that he has been advised of his right to consult with private legal counsel, at his expense, to assist him with this matter. For the sole 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:

(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;

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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:

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. Richard Welch is a natural person who has registered his address with the Committee as 411 Swallow, Warrensburg, Missouri 64093.

4. Licensee holds a licensed clinical social worker license number 005605, that was at all times relevant to this Settlement Agreement, and is now, current and active.

5. By letter, with attachments, dated June 13, 2013 from Welch's attorney, Johnny Richardson at Brydon, Swearingen & England, Welch self-reported that he had used a controlled substance -and that he had sought treatment to assist in his recovery from substance abuse.

6. From August, 2000 until 2005, Welch was employed as a Licensed Clinical Social Worker with the Missouri Veterans Home in Warrensburg, Missouri.

7. From 2005 until June 13, 2013, Welch was employed as Assistant Veterans Home Administrator with the Missouri Veterans Home.

8. On May 13, 2013, Welch's employer requested a drug screening due to observations of Welch at work by his employer that gave his employer a reasonable suspicion of drug use.

9. On May 13, 2013, Welch was driven to the hospital by a representative of his employer for a urine drug screen.

10. The May, 13, 2013 urine screen tested positive for methamphetamines.

11. Methamphetamine is a Schedule I controlled substance per Section 195.017.2(4) (j), RSMo.

12. By letter dated June 14, 2013, the Missouri Veteran's Home, Licensee's employer, notified the Committee that Welch had "tested positive under a reasonable suspicion controlled substance test for a controlled substance."

13. After the May 13, 2013 drug screen, Welch voluntarily began treatment for chemical dependency with an Intensive Outpatient Program offered by Kansas City Psychiatric and Psychological Associates, meeting 3 times a week for 66 sessions.

14. In November, 2013, Welch sought residential treatment at ReDiscover in Lee's Summit, Missouri where he received in patient treatment for 17 days.

15. Welch reports he was clean and sober from November 11, 2013 until when he suffered a relapse in 2014.

16. Welch reports his clean and sober date to be June 2, 2014.

17. Welch continues to obtain professional treatment and attends 12 step programs to assist him in maintaining his sobriety.

18. Welch used methamphetamines, a controlled substance, as defined in chapter 195 to an extent that such use impaired his ability to engage in the occupation of social work.

19. The Committee has cause to discipline Welch's clinical 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:

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

21. 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 his 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, which shall be submitted no more than two weeks prior to each report's 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 Committee 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;
- 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 his 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, 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;
- 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 3 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 Licensee and the supervisor of its approval of a supervisor. Licensee must begin supervision within 7 days of receipt of notice 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 an approved 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. Licensee shall be responsible for any payment associated with the supervision;

- p. Supervision shall consist of at least 4 hours per month, face to face review of cases and review 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, within 90 days from the effective date of this agreement, undergo an evaluation for chemical dependency performed by a Committee approved licensed chemical dependency professional. Licensee shall submit for approval by the Committee, the name, address, evidence that the chemical dependency professional is licensed and/or certified in the treatment of chemical dependency and the license type and license number of the proposed chemical dependency professional to the Committee prior to the evaluation and the Committee shall notify Licensee of its approval or disapproval of the proposed professional. Licensee shall provide the chemical dependency professional a copy of this Settlement Agreement prior to the evaluation. If Licensee has had a chemical dependency evaluation by a licensed chemical dependency professional within 1 year prior to this Settlement Agreement, Licensee may submit that chemical dependency report to the Committee and the Committee may, at its discretion, allow the prior report to fulfill this condition of probation;
- t. Licensee shall cause the results of the chemical dependency evaluation to be mailed directly to the State Committee for Social Workers, P.O. Box 1335, Jefferson City, Missouri 65102 within ten days after the evaluation has been completed. Each written evaluation report shall include the Licensee's present state of impairment, a description of the tests performed and the results, discussion of relevant clinical interview findings/interpretations, specification of DSM IV diagnosis/es, appropriate treatment recommendations/plan, the beginning date of treatment, and an assessment for future prospects for recovery.

If there is no diagnosis requiring treatment, this should be reported in the evaluation;

- u. Licensee shall follow all treatment recommendations made by that chemical dependency professional;
- v. Licensee shall cause an update of treatment evaluation from the chemical dependency professional to be submitted directly to the Committee no later than January 1 and July 1 of each year of the Disciplinary Period. This shall include an evaluation of Licensee's current progress and status related to the treatment recommendations/plan and Licensee's current prognosis and treatment recommendation/plan;
- w. If treatment of Licensee is successfully completed at any time during the period covered by this agreement, Licensee shall cause the chemical dependency professional to submit a report of final evaluation/summary which includes a statement that the Licensee has successfully completed treatment and indicate whether Licensee should continue in a self-help program of recovery. If so, Licensee shall continue submit evidence of attendance at such a program with his compliance reports due January 1 and July 1 of each year of the Disciplinary Period;
- x. If the treating chemical dependency professional becomes unable or decides not to continue serving in his/her capacity as a treating professional or otherwise ceases to serve as a treating professional during the disciplinary period, then, the Licensee shall:

1. Within three (3) business days of being notified of the treating chemical dependency professional's inability or decision not to continue serving as a treating professional, or otherwise learning of the need to secure a treating professional, advise the Committee in writing that he is needing to secure a different treating chemical dependency professional and the reasons for such change; and
  2. Within twenty (20) business days of being notified of the treating chemical dependency professional's inability or decision not to continue serving as the treating professional, or otherwise learning of the need to secure a treating chemical dependency professional, Licensee shall follow the same Committee approval process as this Settlement Agreement required for the initial chemical dependency professional;
- y. Licensee shall maintain a self-help program of recovery with a sponsor, such as a 12 step program, and Licensee shall attest to the Committee this attendance, as part of his compliance reports due January 1 and July 1 of each year;
- z. Licensee shall submit to periodic drug and alcohol screens, at Licensee's cost. The timing and/or scheduling for testing is within the Committee's sole discretion. Such screenings may be conducted on any biological sample including blood, hair, urine or breath. 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;

- aa. 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. 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;
- bb. 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 discipline;
- cc. Licensee shall provide the Committee office, within ten (10) days of the effective date of this Agreement, a copy of all controlled substance prescriptions, dispensed or to be dispensed, in Licensee's possession on the effective date of the discipline. 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; and
- dd. 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. Upon request,

Licensee shall execute a medical release authorizing the Committee to access all records pertaining to Licensee's condition, treatment, and prescription maintained by the health care professional that prescribed the controlled substance or other drug for which a prescription is required to release records and/or communicate with the Committee, or its representative, regarding Licensee's treatment. 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 Licensee's discipline. Licensee shall provide the Committee with a copy of each prescription received, controlled or non-controlled, within five (5) days of Licensee's receipt of the prescription.

22. 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.

23. Upon the expiration of the Disciplinary Period and successful completion of the probation, 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.

24. 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.

25. 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).

26. 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 probation occurred and, if so, may impose further discipline on the license of Licensee. The Committee has continuing jurisdiction to hold a hearing to determine if a violation of the terms and conditions of probation occurred.

27. Licensee, together with his heirs and assigns and his 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.

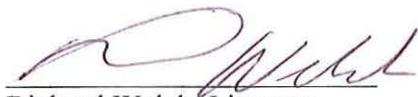
28. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

29. Licensee understands that he 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 his request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

30. 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.

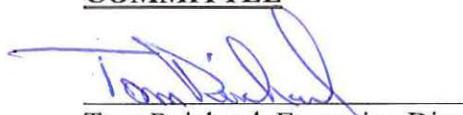
31. This Settlement Agreement shall be maintained as an open and public record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

**LICENSEE**

  
Richard Welch, Licensee

Date 1-13-15

**COMMITTEE**

  
Tom Reichard, Executive Director

Date 1-29-15

Approved:

  
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Johnny K. Richardson #28744 Date  
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