SETTLEMENT AGREEMENT BETWEEN THE COMMITTEE FOR PROFESSIONAL COUNSELORS AND LEANE FIORE

The Committee for Professional Counselors (the "Committee") and Leane Fiore ("Licensee" or "Fiore") enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a professional counselor 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[1], 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 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 to her 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.

[1] All statutory references are to the Revised Statutes of Missouri (2016), as supplemented, unless otherwise indicated.

Licensee acknowledges that she 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 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, 337and 621, RSMo.

Relevant Statutes and Regulations

1. Section 337.525.2, RSMo, authorizes discipline against a licensed professional counselor 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 337.500 to 337.540 or any person who has failed to renew or has surrendered his license for any one or any combination of the following causes:
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> (5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a professional counselor;
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> (6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.500 to 337.540, or of any lawful rule or regulation adopted pursuant to sections 337.500 to 337.540;
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> (13) Violation of any professional trust or confidence;
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> (15) Being guilty of unethical conduct as defined in the ethical standards for counselors adopted by the division and filed with the secretary of state.

3. Any person, organization, association or corporation who reports or provides information to the committee pursuant to the provisions of this chapter and who does so in good faith shall not be subject to an action for civil damages as a result thereof.

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. 20 CSR 2095-3.010 sets forth part of the ethical standards for counselors and states in relevant part:

(3) A counselor shall not accept any form of remuneration that exploits the therapeutic relationship and a counselor shall not allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound, professional judgment and skills;

* * *

(9) For the purpose of these ethical standards for counselors, an exploitive relationship shall be defined as any relationship between the. . . counselor and client that may exploit or cause harm to the ... client.

3. 20 CSR 2095-3.015 also sets forth ethical standards for counselors and states in relevant part:

(4) A counselor shall not allow the pursuit of financial gain or other personal benefit to interfere with the exercise of sound professional judgment and skills.

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 337.535, RSMo, for the purpose of carrying out the provisions of Sections 337.500 through 337.540, RSMo.

5. Leane Fiore, Licensee, is a natural person who has registered her address with the Committee in St. Louis, Missouri[2].

6. Licensee holds a professional counselor license numbered 001777, that was at all times relevant to this Settlement Agreement, and is now, current and active.

Conduct Giving Cause for Discipline

7. Between 2007 and 2017, Licensee engaged in an impermissible dual relationship with Complainant.[3]

8. Between 2007 through January, 2017, Licensee provided weekly counseling to Complainant and had a therapeutic relationship with Complainant (the "Counseling Period").

9. During the Counseling Period, Licensee had social and financial relationships with Complaint and Complainant's spouse that included, but was not limited to:

a. A friendship with Complainant that involved attending parties and other social functions;

b. Allowing Complainant's family to utilize Licensee's out of state vacation home for Complaint's vacations;

c. Complainant provided dog sitting services for Licensee on occasion; and

[2] Licensee's address is on file with the Committee and available, upon request.
[3] Licensee has been provided with information to know the identity of Complainant who is not named to protect his/her privacy.

d. Licensee entered into a contract with a company owned by Complainant and Complainant's spouse for personal services. Licensee later filed a lawsuit against that company for breach of contract.

10. The Committee has cause to discipline Fiore's professional counselor license pursuant to Section 337.525.2(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 337.525 and 621.045.3, RSMo:

11. Fiore's professional counselor license is placed on **PROBATION** for a period of **ONE YEAR** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as a professional counselor, 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

12. Licensee shall comply with the following terms and conditions of the Disciplinary Period:

a. On or before the end of the sixth full calendar month of the Disciplinary Period, Licensee shall complete six (6) hours of continuing education in the area of ethics and boundaries for counselors as follows:

i. These hours of continuing education must be pre-approved by the Committee. Licensee shall make a written request for approval prior to taking these continuing education hours by submitting to the Committee a

request for approval along with a copy of a brochure and/or syllabus of the proposed course. The Committee will provide written notice of approval.

ii. This continuing education requirement may be met by one six hour course or by two separate three hour courses.

iii. These six hours of additional continuing education are in addition to and **MAY NOT** be counted towards fulfilling the normal continuing education required for licensure.

iv. Upon providing to the Committee written evidence of satisfactory completion of these additional continuing education courses, Licensee may make a written request to the Committee for early termination of the Disciplinary Period. The Committee shall have the discretion to grant or deny this request for early termination based upon its determination as to Licensee's rehabilitation. Licensee may request to appear before the Committee as part of her request for early termination.

b. 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;

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 a professional counselor, 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 337.525, 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 completion of all required continuing education hours and and not allowing any license to be suspended for failure to comply with any revenue law of the state per Section 324.010, RSMo;

h. Licensee shall accept and cooperate with unannounced visits from the Committee or its representatives to monitor Licensee's compliance with the terms and conditions of this Settlement Agreement.

i. Licensee shall provide any professional counselor employer with a copy of this Order within five (5) working days from the date of receipt of this Order and within five (5) working days from the date of any new employment; and

j. Licensee shall not serve as the supervisor of any professional counselor.

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 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.

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

Leane Fiore

Leane Fiore, Licensee

Date 6.12.2020

COMMITTEE

Gloria Lindsey, Executive Director

Date 6/29/2020

Approved:

Peter P. Fiore, Jr. #31650 Date
Attorney for Leane Fiore
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6/29/2020

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