SETTLEMENT AGREEMENT BETWEEN
MISSOURI COMMITTEE FOR PROFESSIONAL COUNSELORS
AND MONIQUE FRAZIER

Monique Frazier ("Licensee"), and the Missouri Committee for Professional Counselors ("Committee"), enter into this settlement agreement ("Agreement") for the purpose of resolving the question of whether the Licensee's license as a professional counselor will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo 2000, the parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo 2000.

Licensee acknowledges that she understands the various rights and privileges afforded 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 present evidence on her own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the committee at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against this license. Being aware of these rights provided 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.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline her license, along with citations to law and/or regulations the Committee believes were violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Licensee's license, numbered 2005038682 is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, Cum. Supp. 2010 and Chapter 337, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Committee for Professional Counselors ("Committee") is an agency of the state of Missouri, created and existing pursuant to § 337.535, RSMo, for the purpose of carrying out the provisions of

§§ 337.500 through 337.540, RSMo.[1]

2. Monique Frazier is a natural person licensed by the Committee as a professional counselor, license number 2005038682. Licensee's Missouri professional counselor license is current and active.

3. Licensee's residential address is 11 Riverside Drive, Booneville, Missouri 65233.

4. On or about March 18, 2011, the Committee received a complaint from T.S. T.S. alleged in his complaint that Licensee entered into a sexual relationship with one of her former clients within six months of her discharging the client from therapy. T.S.'s complaint stated that on or about February 26, 2011, Licensee telephoned him (T.S. was Licensee's supervisor) and Licensee stated to T.S. that a probation officer in Booneville, Missouri confronted Licensee about a relationship Licensee was having with a former client who Licensee discharged in January or February of 2010. Licensee stated she did not have a relationship with him when he was her client. Licensee told T.S. that the relationship was just a friendship and that they had "run into each other some after discharge, had a lot in common, and that they had become friends." Licensee told T.S. that they had been friends for a few months and she was not sure when it started. Licensee told T.S. that her call to him was a "head's up" as the probation officer would likely call him at her place of business, Family Counseling Center. Licensee asked T.S. if she could continue seeing non-probation clients for Family Counseling Center. T.S. states in his complaint that he called the probation officer. According to his complaint, the probation officer told T.S. that Licensee and the man had been seen together in public a few times and that she (the probation officer) had asked the man, who is on probation, about his connection with Licensee. The probation officer told T.S. that at first the man denied having a relationship with Licensee but then stated that they had been dating for about six months and that he loves Licensee. The probation officer told T.S. that she then called Licensee. The probation officer stated that Licensee asked the probation officer to lie to T.S. about the information. The probation officer told T.S. that the man was aware the relationship would get Licensee in trouble. The probation officer told T.S. that she had seen the man drive Licensee's car. T.S. stated in the complaint that based on the above information, Family Counseling Center terminated Licensee's employment on March 1, 2011.

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

5. On April 8, 2011, the Committee received a response from Licensee. The response, in a letter dated April 6, 2011, stated that T.S. was her administrative supervisor at Family Counseling Center of Missouri, Inc. She stated in her April 6, 2011 that on February 26, 2011, she "self-reported to him that she was in a committed, on-going, intimate relationship with a former adult client of the Family Counseling Center." Her April 6, 2011 response also stated that "the relationship developed outside of the counselor-client association six months after the client successfully completed his counseling and counseling services were terminated." She also stated that "I am not in possession of any documents related to this inquiry."

6. On or about April 12, 2011, Division of Professional Registration, Central Investigative Unit Chief Investigator Don Eggen interviewed T.S. by telephone. T.S. stated that he is the Outpatient Program Director at Family Counseling Center of Missouri. He stated that Licensee was a contract licensed professional counselor at Family Counseling Center and that many of her clients were referred from the Office of Probation and Parole. T.S. stated that on approximately February 26, 2011, P.S., a probation and parole officer called Licensee and confronted her regarding a relationship Licensee was having with a former client of Licensee's. P.S. informed T.S. that she was sure the relationship was sexual. T.S. stated that Licensee told him that she had run into the client after therapy had ended and that Licensee and the client were friends. P.S. told T.S. that the client admitted to P.S. that he was dating Licensee. P.S. also stated that the client came to a meeting with her and left in Licensee's car. P.S. requested that Licensee see no more probation or parole clients at Family Counseling Center. T.S. stated that Licensee's contract with Family Counseling Center was terminated. T.S. stated that Licensee saw the client in counseling sessions from August 17, 2009 until January 28, 2010. T.S. stated that Licensee had ten sessions with the client and all the sessions were individual sessions related to drug and alcohol abuse and that a review of Licensee's notes from the sessions did not reveal "anything unusual."

7. On or about April 12, 2011, Investigator Eggen interviewed Licensee by telephone. Licensee stated that she began treating the client in August 2009 and discharged him "in either later January 2010 or early February 2010." Licensee stated that on February 26, 2011, she reported to T.S. that she was "in a committed, on going, intimate relationship with a former client." She stated that the relationship "developed outside the counselor-client counseling services in June 2010 or six months after the client successfully completed counseling." The relationship included one or more of the items identified in 20 CSR 2095-3.010(12). She stated she saw the client in

therapy every other week during the counseling period and that all sessions were individual. She stated that the client was referred from Probation and Parole for "drug and alcohol counseling." Finally, she stated that all records were at Family Counseling Center.

8. State regulation 20 CSR 2095-3.010, regarding professional responsibility of professional counselors, provides in pertinent part:

> (1) The ethical standards for counselors (hereinafter standards) shall apply to a licensed professional counselor, registered supervisor that is a licensed professional counselor, provisional licensed professional counselor, counselor-in-training, and an applicant for licensure and/or supervision (hereinafter referred to as counselor or counselors). A violation of these standards constitutes unprofessional conduct and is sufficient reason for disciplinary action pursuant to section 337.525, RSMo.
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> (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.
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> (12) While providing psychotherapy or professional counseling or within the twenty-four (24) months following completion or termination of psychotherapy or professional counseling a counselor shall not engage in the following:
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> > (A) Sexual intercourse, defined as any genital contact with the client including, but not limited to, vaginal intercourse, sodomy, oral and/or anal copulation, or any penetration of the anal or vaginal opening by any body part or object;
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> > (B) Kissing with the mouth, lips, or tongue;
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> > (C) Touching or caressing of the client's breasts, genitals, or buttocks;
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> > (D) Touching or caressing the other body parts of a client in an exploitive manner;
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> > (E) Exposing one's breast, genitals or buttocks in an exploitive manner or encouraging another to expose him/herself for the purpose of the counselor's sexual gratification; and
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> > (F) Deliberate or repeated comments or gestures of an exploitive nature.

9. Licensee's actions as described above in paragraphs 4 through 7 constitute misconduct, misrepresentation or dishonesty in the performance of the functions or duties of a professional, constitute a violation of regulations adopted by the Committee pursuant to §§ 337.500 to 337.540, constitute a violation of any professional trust or confidence, and constitute unethical conduct as defined in the ethical standards set by rule by the Committee.

10. Cause exists for the Committee to take disciplinary action against Licensee's license under § 337.525.2(5), (6), (13) and (15), RSMo, which states in pertinent part:

> 2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any license required by sections 337.500 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.

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 621.045.3, RSMo 2000.

11. The terms of discipline shall include that the professional counselor license of Monique Frazier, license number 2005038682, is placed on **PROBATION** for a period of **TWO (2) YEARS** ("Disciplinary Period") **subject to the terms and conditions below.**

TERMS AND CONDITIONS

12. During the aforementioned probation, but only if Licensee holds a current and active license, Licensee shall be entitled to perform as a licensed professional counselor subject to the following terms and conditions:

Specific Requirements:

A. During the aforementioned Disciplinary Period, Licensee shall complete a three (3) semester hour graduate level course in professional orientation/ethics (Course). The Course must address counseling as it relates to professionalism, legal issues and responsibilities, ethics, fields of training and practice specialization. The Course must be completed subject to the following requirements:

1. The Course must be from a regionally accredited institution, cannot be online, and must be pre-approved by the Committee before enrolling in the Course;

2. Licensee must complete the aforementioned Course with an "A" grade;

3. Documentation of completion of the Course must be provided directly from the college or university where Licensee completed the Course and must be by official transcript;

4. Continuing education courses are not acceptable to meet the requirements for the Course; and

5. The Course cannot be used toward Licensee's continuing education requirements for licensure.

General Requirements:

B. During the probationary period, Licensee shall comply with all provisions of Chapter 337, RSMo (as amended), all applicable Committee regulations, all applicable federal and state drug laws, rules and regulations and all applicable federal and state criminal laws. "State" includes the state of Missouri, all other states and territories of the United States, and the ordinances of their political subdivisions.

C. During the probationary period, Licensee shall keep the Committee informed of her current work and home addresses and telephone numbers. Licensee shall notify the Committee in writing within ten days (10) of any change in this information.

D. If employed, Licensee shall notify her employer of the probationary status of the license. Notification shall be in writing to the employer(s) with a copy of the notification sent to the Committee within five (5) days of employment.

D. During the probationary period, Licensee shall timely renew her license and shall timely pay all fees required for licensure and comply with all other Committee requirements necessary to maintain said license in a current and active state.

E. During the probationary period, Licensee shall accept and comply with unannounced visits from the Committee's representatives to monitor compliance with the terms and conditions of this Order.

F. During the probationary period, Licensee shall appear in person for interviews with the Committee or its designee upon request.

G. If, at any time during the probationary period, Licensee changes her address from the state of Missouri, or if she holds a current and active license and ceases to maintain her license current or active under the provisions of Chapter 337, RSMo (as amended), or fails to keep the Committee advised of all current places of residence, the time of such absence, unlicensed or inactive status, or unknown whereabouts shall not be deemed or taken to satisfy any part of the probationary period.

H. Upon expiration of the probationary period, Licensee's license shall be fully restored if all 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 Order, the Committee may, in its discretion, pursue any lawful

remedies or procedures afforded it and is not bound by this Order in its determination of appropriate legal actions or remedies concerning the allegations identified herein.

I. The Committee retains jurisdiction to hold a hearing at any time to determine if a violation of this Order has occurred and, if a violation of this Order has occurred, may seek to amend this Order or impose further disciplinary or appropriate action at the discretion of the Committee. No order shall be entered by the Committee pursuant to this paragraph without any required notice and opportunity for a hearing before the Committee as provided by Chapter 536, RSMo (as amended).

J. Unless otherwise specified by the Committee, all reports, documentation, notices, or other materials required to be submitted to the Committee shall be forwarded to: Missouri Committee for Professional Counselors, P.O. Box 1335, Jefferson City, Missouri 65102.

K. Any failure by Licensee to comply with any condition of discipline set forth herein constitutes a violation of this Order.

13. This Order does not bind the Committee or restrict the remedies available to it concerning any violation by Licensee of the terms and conditions of this Order, Chapter 337, RSMo (as amended), or the regulations promulgated thereunder.

14. The Committee will maintain this Order as an open, public record of the Committee as provided in Chapters 337, 610, and 324, RSMo (as amended).

15. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

16. Licensee, together with her heirs and assignees, and her attorneys, do hereby waive, release, acquit and forever discharge the Committee, its respective members and any of its employees, agents and attorneys, including any former Committee members, employees, agents and attorneys of, and from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arising out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

17. If no contested case has been filed against the Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.

18. If licensee has requested review, Licensee and the Committee jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date of the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect.

LICENSEE

Monique Frazier

Date: 12/12/11

COMMITTEE

Loree Kessler, Executive Director
Committee for Professional Counselors

Date: 12/16/11