SETTLEMENT AGREEMENT BETWEEN THE COMMITTEE FOR PROFESSIONAL COUNSELORS AND CHRISTOPHER HAPPEL

The Committee for Professional Counselors (the "Committee") and Christopher Happel ("Licensee" or "Happel") 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 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.

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

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 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 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. Regulation 20 CSR 2095-3.010 sets forth part of the ethical duties of a licensed professional counselor and states, in relevant 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.

(2) A counselor shall practice within the boundaries of his/her competence, based upon education, training, and experience.

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

3. 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.

4. Christopher Happel, Licensee, is a natural person who has registered his business address with the Committee at Warrenton, Missouri[2].

5. Licensee holds a professional counselor license numbered 2015013193, which was at all times relevant to this Settlement Agreement, and is now, current and active.

Conduct Giving Cause for Discipline

6. In 2018, Licensee received a request from Father to assist with reunification with his son.

7. On the same day, Licensee also received a request from Aunt to set up counseling sessions with her nephew, who Licensee later determined was Father's son ("Son").

8. Licensee provided three counseling sessions in three consecutive weeks in 2018 to Father[3].

9. On the same day as Licensee's first appointment with Father, Licensee began counseling sessions with Son.

10. Licensee ended his sessions with Father and continued to treat Son and, as of the date of this Settlement Agreement, continues to treat Son.

11. Licensee kept no notes of his sessions with Father.

12. Licensee kept no records showing a treatment plan and treatment goals for Son.

13. Licensee had limited prior experience working with matters involving family reunification.

[2] Licensee's address is on file with the Committee and available, upon request.

[3] The parties have been provided with the identity of the persons indicated, but they are not named to protect confidentiality.

14. The Committee has cause to discipline Happel'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:

15. Happel's professional counselor license is placed on **PROBATION** for a period of **ONE (1) 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

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

i. Six (6) hours of continuing education in the area of ethics and boundaries for counselors and

ii. Two (2) hours of continuing education in the area of recordkeeping and documentation;

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 his 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 not allowing any license to be suspended for failure to comply with any revenue law of the state per Section 324.010, RSMo; and

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;

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

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 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.

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 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, 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

CHRISTOPHER HAPPEL

Christopher Happel, Licensee

Date 12/7/20

COMMITTEE

Gloria Lindsey, Executive Director

Date 12/22/2020

Approved:

2015013193 12/23/2020 .
Date

ATTORNEY FOR LICENSEE

12/23/2020 .
Sharon K. Euler #42950 Date
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ATTORNEY FOR THE COMMITTEE