SETTLEMENT AGREEMENT BETWEEN
MISSOURI COMMITTEE FOR PROFESSIONAL COUNSELORS
AND NATHAN LUNDIN

Nathan Lundin ("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, 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.

Licensee acknowledges that Licensee understands the various rights and privileges afforded to Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's 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 Licensee and, subsequently, the right to a disciplinary hearing before the committee at which time Licensee 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 to Licensee 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 Licensee.

Licensee acknowledges that Licensee has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline Licensee's 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 002492 is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, 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. Licensee is a natural person licensed by the Committee as a professional counselor, license number 002492. Licensee's Missouri professional counselor license has an expiration date of June 30, 2027, and is currently active.

3. On or about August 26, 2024, and on September 24, 2024, the Committee received complaints against Licensee filed by LM and JA.

4. In the August 26, 2024, complaint LM stated that Licensee broke patient confidentiality by speaking about her care to her sister and brother-in-law. She alleges that Licensee asked her sister if LM was influencing her to divorce her brother-in-law.

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

5. In the September 24, 2024, complaint, JA stated Licensee was employed by JA's Counselor and participated in a number of sessions with JA. JA stated that he only had around three sessions with Licensee with his ex-wife for marital issues between the years 2013 and 2021. JA alleges that Licensee disclosed personal information in a letter requested by JA's ex-wife's legal counsel for divorce proceedings. JA states that he did not give Licensee permission to disclose personal protected health information about his marriage or his personal mental healthcare with anyone.

6. The Committee directed that the August 26, 2024, and September 24, 2024, complaints be investigated and sent the matters the Central Investigations Unit (CIU). Investigative Reports were submitted to the Committee for review.

7. The Investigative Report contained statements by Licensee confirming that he provided therapy counseling to both complainants. Licensee confirmed that he did author and provide a letter to JA's ex-wife containing confidential information. Licensee also confirmed that he did provide care to LM's brother-in-law and stated that he was unaware of any relation between the complainant and his new client. Licensee stated that at some point throughout therapeutic care he did realize that there was a relationship there. Licensee stated that during a session where the complainant's brother-in-law was discussing martial issues, he did unintentionally disclose confidential information.

8. Based upon a review of the Investigative Reports findings, the Committee invited Licensee to appear before the Committee on Thursday, November 13, 2025. During the appearance, Licensee was able to accurately describe the context of the complaint submitted against him. Licensee answered questions regarding his experience practicing couples' therapy.

He explained that his typical line of care related to sexual addictions but does also work with couples. He explained some of the context leading up to the confidentiality issues detailed in the complaint submitted by LM and provided more details to explain confidentiality question in the complaint submitted by JA. Licensee did acknowledge the issue of bias in the JA case. Licensee additionally acknowledged the need to tighten their protocol regarding when letters are written and picked up by the requestor to properly maintain confidentiality.

9. Cause exists for the Committee to take disciplinary action against Licensee's license under § 337.525.2 (6), 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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> (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.

10. 20 CSR 2095-3.010 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.

11. 20 CSR 2095-3.015 states in relevant part:

(1) Before beginning a therapeutic relationship, a counselor shall explain and document the following elements of informed consent:

(A) Goals of the therapeutic relationship;
(B) Services the counselor will provide;
(C) Behavior expected of the client;
(D) Risks and benefits of therapeutic procedures;
(E) Qualifications and credentials;
(F) Financial considerations and arrangements;
(G) Limits to confidentiality regarding individual, couple, family, and group therapy;
(H) If utilized, taping or recording of sessions, and how the tapes will be used and stored; and
(I) When using technology in the course of providing professional counseling, how such technology is in compliance with federal and state legal and ethical requirements.

. . .

(3) If an individual, other than the counselor, is able to obtain access to confidential information, the counselor shall disclose this possibility. The counselor shall explain how records are stored to insure confidentiality of the client, counselor-in-training, provisional licensed professional counselor, or research participant. This information shall be part of the informed consent.

(A) The counselor shall safeguard the confidential information obtained in the course of practice, research, supervision, or other duties relating to a therapeutic relationship.

1. A counselor shall maintain confidentiality in creating, storing, accessing, transferring, and disposing the records of a client or counselor-in-training which are under the counselor's control regardless of whether the records are written, automated, or in any other medium.

(B) Information obtained within the context of the therapeutic relationship or during supervised counseling shall be considered confidential after the therapeutic relationship or supervised experience has ended.

. . .

(6) Within the limits of the law, and after receiving any necessary written client consent, a counselor shall respond to all requests for information and correspondence from the committee.

(7) A counselor providing therapeutic services to a client shall maintain records that include the following:

(A) Informed consent as defined in section (1);
(B) The reason(s) for seeking therapeutic services, clinical impression(s), treatment plan, and

documentation of termination;
(C) Date, fee, and therapeutic service provided by the counselor;
(D) Assessment results or the evaluative results relevant to the therapeutic relationship; and
(E) Evidence of receiving the client's consent concerning the counselor's consultation with others.

Joint Agreed Disciplinary Order

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

13. The terms of discipline shall include that Licensee's license as a professional counselor, license number 002492, is hereby **CENSURED.**

14. Licensee agrees to submit written proof of successfully passing the Unprofessional Conduct, and Professional Standards essay exams offered by the Ethics and Boundaries Assessment Service, LLC (EBAS) within six months of the execution of this agreement. The licensee agrees to be responsible for all costs associated with the EBAS assessments.

15. The parties to this Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

16. 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.

17. Licensee, together with Licensee's heirs and assignees, and Licensee's 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.

18. 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 Settlement 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, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, Missouri 65101.**

19. 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.

20. If the licensee does not request review by the Administrative Hearing Commission, the agreement will become effective thirty (30) days after the Settlement Agreement is signed by the committee's Executive Director, unless waived by Licensee.

LICENSEE

Nathan Lundin

Date: 5.9.24

COMMITTEE

Gloria Lindsey, Executive Director
Committee for Professional Counselors

Date: 5/11/24

Missouri Committee for Professional Counselors

15-day Waiver Attestation

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by the Administrative Hearing Commission pursuant to section 621.045, RSMo.

I attest that I understand that the Settlement Agreement to become effective upon the date the (board or committee)'s Executive Director signs the Settlement Agreement.

NATHAN LUNDIN

Printed Name

Signature

5.9.26

Date