SETTLEMENT AGREEMENT
BETWEEN THE STATE COMMITTEE OF PROFESSIONAL COUNSELORS
AND
MICHAEL MAHON

Michael Mahon, Psy.D. ("Dr. Mahon") and the State Committee of Professional Counselors ("Committee") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Dr. Mahon's Missouri license as a professional counselor is subject to discipline.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the state of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Dr. Mahon acknowledges that he understands the various rights and privileges afforded 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 witness 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 disciplinary hearing before the Committee at which time he may present evidence in mitigation of

discipline; and the right to recover attorneys' fees incurred in defending an action against his license. Being aware of these rights provided him by operation of law, Dr. Mahon knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement. Dr. Mahon further agrees to abide by the terms of this Agreement as they pertain to him.

Dr. Mahon acknowledges that she has received a copy of the Complaint filed by the Committee at the Administrative Hearing Commission, Case Number 20-2087. For the purpose of settling their dispute, Dr. Mahon and the Committee agree that Dr. Mahon's license, number 2002020603, is the subject of a disciplinary action by the Committee in accordance with provisions of Chapters 621 and 337, RSMo.

The parties stipulate that this settlement agreed to by the Committee and Dr. Mahon is based solely on the facts set forth herein.

Joint Agreed Findings of Fact

1. The Committee is an agency of the State of Missouri created and established by § 337.535, RSMo, for the purpose of administering and enforcing the provisions of §§ 337.500 through 337.540, RSMo.

2. Mahon holds a professional counselor license, license number 2002020603.

3. Mahon's license was current and active at all times relevant herein.

4. Mahon engages in a private practice as a professional counselor.

5. Mahon has a bachelor's degree in Psychology, a master's degree in Counseling and a doctorate in Clinical Psychology.

6. Mahon is not a licensed psychologist in the State of Missouri.

7. From March 2016 to November 2016 and from October 2017 to February 2018, Mahon provided professional counseling services to child, A.D., age 10.

8. Mahon, on his professional website and on Linked In, referred to himself as a clinical psychologist on his website. See Exhibits 1 and 2 attached and incorporated by reference herein.

9. In correspondence with a third-party service provider, Mahon informed a third-party service provider that A.D. has the diagnoses of Conduct Disorder with childhood onset and Reactive Attachment Disorder. The correspondence included the notation "R/O", meaning rule out. See Exhibit 3 attached and incorporated by reference herein.

10. Mahon did not include any documentation of an in-depth examination or consultation with A.D.'s doctor to support these medical diagnoses.

11. In or about October 2017 through January 2018, Mahon met with J.B. in his office, without A.D., for a minimum of three private sessions. J.B. paid Mahon for these sessions.

12. As a result of Mahon's actions, J.B. firmly believed Mahon was her professional counselor, in addition to providing counseling services to A.D.

13. Mahon did not obtain written informed consent from J.B. as to his private counseling sessions for J.B. and did not maintain necessary records for J.B.'s counseling services.

14. In or about December 2018 through February 2018, Mahon engaged in an intimate relationship with J.B., mother of A.D.

15. On February 14, 2018, Mahon and J.B. had sexual intercourse at J.B.'s home.

CONCLUSIONS OF LAW

1. Section 337.525.2, RSMo 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 the person's license for any one or any combination of the following causes:
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> * * *

(4) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation;

(5) Incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a professional counselor;

(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;

* * *

(14) Use of any advertisement or solicitation which is false, misleading or deceptive to the general public or persons to whom the advertisement or solicitation is primarily directed;

(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.

5. Section 337.525.4, RSMo, authorizes the Committee, upon a finding of cause by the Administrative Hearing Commission, to discipline a professional counselor's license.

6. Regulation 20 CSR 2095-3.010 sets forth ethical standards for professional counselors, 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.

(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.

(4) A counselor shall not misrepresent his/her licensure status or educational credentials.

* * *

(8) For the purpose of the ethical standards for counselors, a therapeutic relationship shall encompass any of the following:

(A) A mutual understanding of the counseling process as evidenced by a signed informed consent agreement as defined in 20 CSR 2095-3.015(1)(A)-(H);

(B) Utilization of professional counseling skills as defined in section 337.500(7), RSMo;

(C) Utilization of the therapeutic relationship to assist the client in learning to relate to themselves and others;

(D) A relationship between a counselor and client seeking professional counseling service as defined in 337.500(7), RSMo; and

(E) Within the limitations of the law, a relationship in which the counselor shall not interfere with the client's right to make life decisions.

* * *

(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:
(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;

* * *

(F) Deliberate or repeated comments or gestures of an exploitive nature.

7. Regulation 20 CSR 2095-3.015 sets forth standards for professional counselors maintaining client welfare, 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; and
(H) If utilized, taping or recording of sessions, and how the tapes will be used and stored.

* * *

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

(A) Informed consent as defined in subsections (1)(A)-(1)(H);
(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.

8. Because Dr. Mahon engaged in the actions described in the Joint Agreed Findings of Fact above, sufficient cause exists to discipline the license of Mahon pursuant to § 337.525.2 (4),(5),(6),(14),(15), RSMo.

Joint Agreed Settlement

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the resolution of this matter between Dr. Mahon and the Committee:

I. Surrender in Lieu of Discipline

1. Dr. Mahon agrees, by no later than the end of business on July 30, 2021, in lieu of formal disciplinary action, to surrender to the Committee his License to practice counseling in the state of Missouri under the terms and conditions set forth herein.

2. Prior to the surrender of his License, Dr. Mahon shall complete the winding down of his counseling practice in a manner consistent with the

regulations and standards of practice governing the practice of counseling in Missouri.

3. Dr. Mahon understands that this Agreement will be reported by the Committee to the National Practitioners Data Bank as an action in lieu of discipline.

4. Dr. Mahon understands that by surrendering his License pursuant to this Agreement, his License ceases to exist, and should he seek licensure as a counselor in the state of Missouri in the future, he must meet the licensure requirements under the laws in effect at the time of such application.

5. Dr. Mahon understands that after surrendering his License, if he applies for licensure as a counselor in the state of Missouri in the future, all information gathered by the Committee prior to this surrender concerning any alleged violations of Chapter 337, RSMo, and/or any discipline pending against his License, whether in Missouri or another state, may be considered in the Committee's decision of whether to grant a new license.

6. Within 10 days after Dr. Mahon's surrender of his License, Dr. Mahon shall return all indicia of Missouri licensure to the Committee.

7. Within 30 days after the surrender of Dr. Mahon's License, the Committee agrees to dismiss its Complaint pending against Dr. Mahon at the Administrative Hearing Commission, Case Number 20-2087. However, if Dr.

Mahon fails to surrender his License as set forth herein, the Committee may proceed with its disciplinary case before the Administrative Hearing Commission. All statutes of limitations pertaining to the disciplinary case shall be tolled pending completion of the surrender as set forth herein.

8. The parties to this Agreement understand that the Committee will maintain this Agreement as an open record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

II. Waiver and Release

9. Each party agrees to pay all of their own fees and expenses incurred as a result of this case, its litigation, and its settlement.

10. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recitals. Except as otherwise contained herein, neither this 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.

11. Dr. Mahon hereby waives and releases the Committee, its 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 attorneys' fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under Title 42 U.S.C. § 1983, which may be based upon, arising out of, or relating to, any of the matters raised in this litigation, or from the negotiation or execution of this Agreement. The parties acknowledge that this Paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

12. This Agreement becomes effective immediately upon signing by the Executive Director of the Committee.

LICENSEE

Michael Mahon, Psy.D.

Date: 26 April 2021

STATE COMMITTEE OF PROFESSIONAL COUNSELORS

Gloria Lindsey
Executive Director,
State Committee of Professional Counselors

Date: April 28, 2021