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Governor
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DIVISION OF PROFESSIONAL REGISTRATION

Missouri Department of
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Gloria Lindsey
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May 26, 2021

Vincent A. Banks III, LLC
4579 Laclede Avenue Suite 379
St. Louis, Missouri 63108

Dear Mr. Banks III:

I am writing to you and your client on behalf of the State Committee for Professional Counselors.

Please find the enclosed Settlement Agreement, which sets forth the facts that show the cause for discipline, cites the law and/or regulations the Committee believes you violated and indicates the type of discipline the Committee believes is appropriate in this case. **Carefully read, review, sign and then return the entire document to the Board office.**

Your client may request a review by the Administrative Hearing Commission (AHC) up to 15 days after the document is signed by all the parties to determine if the facts show cause for discipline. The AHC does not review the level of discipline.

If your client does not request a review by the AHC, the discipline will go into effect 15 days after the Executive Director signs the Agreement. You and your client will receive a copy.

If your client chooses not to enter into the Settlement Agreement, the Committee has directed me to refer this case to its litigation attorneys with instructions to file a complaint with the AHC. The AHC will then schedule a trial-type evidentiary hearing for determination of whether or not cause exists to take disciplinary action against your license. **If I have not received the signed Settlement Agreement by July 27, 2021, I will have no option but to refer this case to the Committee's attorneys.** If you or your client has questions regarding this letter or the enclosed settlement offer, please feel free to contact me. Thank you for your cooperation.

Sincerely,

Gloria Lindsey

Gloria Lindsey
Executive Director

Enclosures: Settlement Agreement

SETTLEMENT AGREEMENT BETWEEN
MISSOURI COMMITTEE FOR PROFESSIONAL COUNSELORS
AND CRAIG POLITTE

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

Pursuant to the terms of § 536.060, RSMo,[1] the parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline 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 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 Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights

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

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 only, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Licensee's license, numbered 2010009881 is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 621 and 337, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Committee for Professional Counselors 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.

2. Craig Politte is licensed by the Committee as a professional counselor, license number 2010009881. Licensee's professional counselor license was at all times relevant herein, and is now, current and active.

3. On or about April 30, 2020, the Committee received a complaint regarding Licensee from J.K. J.K. alleged that in January, 2019, Licensee engaged in sexual intercourse during two individual counseling sessions with J.K.'s wife, A.K, in violation of ethics rules of conduct, client welfare, and improper billing. J.K. also alleged that Licensee failed to report the violations to the Committee. J.K. also provided supporting documents with his complaint: a

March 20, 2020 deposition and a copy of a psychological evaluation of A.K. The Committee, via the Division of Professional Registration Central Investigative Unit ("CIU"), mailed the complaint to Licensee for response and opened an investigation.

4. On May 30, 2020, the Committee received a written response from Licensee via his legal counsel, Vincent Banks. In the letter, Licensee admitted to violating ethical rules of conduct by having sexual intercourse with A.K. two times in his office during counseling sessions. Licensee denied all the other allegations in J.K.'s complaint.

5. As part of the Committee's investigation of J.K.'s complaint, CIU Investigator Nick McBroom interviewed J.K. J.K. stated that he first saw Licensee for counseling beginning in October 2014 through March 2020. J.K. stated that his wife, A.K. also began seeing Licensee in 2017. J.K. stated that A.K. filed for divorce in March 2019 and he learned in a March 2020 deposition that A.K. admitted to having sexual intercourse with Licensee during two therapy sessions in Licensee's office in early 2019. J.K. provided a copy of the deposition transcript. J.K. stated that Licensee continued to see A.K. as her therapist until June 2019. J.K. stated he terminated his sessions with Licensee on March 4, 2020 when he learned of the unethical behavior. J.K. also stated that during their divorce, A.K. admitted to a different counselor that she engaged in sexual activity with Licensee two times, January 23 and March 20, 2019 and that she (A.K.) and Licensee texted often but that Licensee terminated counseling with her when his wife found the texts. J.K. stated that Licensee continued to have contact with A.K. until April 2019.

6. As part of the Committee's investigation of J.K., Investigator McBroom also interviewed Licensee. Licensee was represented by counsel during the interview. Licensee stated that while he admitting to violating 20 CSR 2235-5.030(7)(E) but no other ethical

violations. He stated he made the decision in March 2018 to see both J.K. and A.K. but determined couples counseling was not possible because of arguments during the sessions. Licensee stated he began seeing A.K. on April 24, 2018 but it was several months later that she "began coming onto him." He stated that there were two sexual encounters in his office during a session and described the nature of those encounters. Licensee stated he felt "trapped" because A.K. was "an aggressive woman" and he feared losing his license if he made her angry. Licensee stated that after the second sexual encounter he stopped sessions with A.K. He stated that A.K.'s deposition testimony about the nature of the sexual encounter was not factual. He stated he referred her to another counselor and had never had any type of relationship like this previously since he became a counselor in 2007.

7. Licensee appeared before the Committee at its March 19, 2021 regular meeting. Licensee testified regarding the complaint and his response and offered letters of recommendation as evidence during the appearance. The Committee accepted those letters and considered them in deliberation. Licensee testified consistent with his written response and interview. Licensee denied any billing violations related to services provided to A.K.

8. Licensee's actions as described above in paragraphs 3 through 7 constitute incompetency, misconduct, fraud, misrepresentation or dishonesty in the performance of the functions or duties of a professional counselor; constitute 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; constitute a violations of any professional trust or confidence; and constitute unethical conduct as defined in the ethical standards for counselors set by rule by the Committee.

9. Regulation 20 CSR 2095-3.010 states, in relevant part

...

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

...

(9) For the purposes of these ethical standards for counselors, an exploitive relationship shall be defined as any relationship between the registered supervisor and counselor-in-training or provisional licensed professional counselor, or counselor and client that may exploit or cause harm to the counselor-in-training, provisional licensed professional counselor or client.

(A) For the purposes of these standards, to exploit means to take unfair advantage of the client, counselor-in-training, or provisional licensed professional counselor.

...

(10) The counselor shall not undertake or continue a therapeutic relationship with a client when the objectivity or competency of the counselor is or is reasonably expected to be impaired because of emotional, mental, psychological, or substance abuse disorder. If a counselor's objectivity or competency becomes impaired due to an emotional, mental, psychological or substance abuse disorder after a therapeutic relationship has been initiated, the counselor shall terminate the therapeutic relationship by notifying the client in writing of the termination and provide written documentation that the client was informed concerning the termination of the therapeutic relationship.

(A) Documentation shall be in writing and include information that a referral(s) was made.

...

(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;

(B) Kissing with the mouth, lips, or tongue;
(C) Touching or caressing of the client's breasts, genitals, or buttocks;
(D) Touching or caressing the other body parts of a client in an exploitive manner;
(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
(F) Deliberate or repeated comments or gestures of an exploitive nature.

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:

. . .

(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;

. . .

(13) Violation of any professional trust or confidence;

. . .

(15) Being guilty of unethical conduct as defined in the ethical standards for counselors adopted by the division by rule 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.

11. The terms of discipline shall include that the professional counselor license of Craig Politte, license number 2010009881, is placed on **PROBATION** for a period of three (3) years ("disciplinary period"). During Licensee's probation, Licensee shall be entitled to offer and engage in the practice of professional counseling under §§ 337.500 through 337.540, RSMo, provided Licensee adheres to all of the terms of this Settlement Agreement.

12. SPECIFIC REQUIREMENTS

a. Supervision. During the disciplinary period, Licensee shall perform all professional counseling services under the bi-weekly (every other week) supervision of a licensed professional counselor, a licensed psychologist or a licensed psychiatrist approved by the Committee. Costs for such supervision shall be Licensee's responsibility.
   i. Within thirty (30) days of the effective date of this Settlement Agreement, Licensee shall submit to the Committee office at least three (3) names of potential supervisors for consideration as Licensee's supervisor during the disciplinary period.
   ii. The supervisor shall not be a relative of Licensee in any degree, by blood, marriage or adoption or a personal friend to Licensee;
   iii. Licensee must provide a copy of the Settlement Agreement and Supervision Contract, provided by the Committee, to the supervisor. The Committee must receive a signed copy of the Supervision Contract within thirty (30) days of the beginning of supervision.
   iv. Supervision shall be well-documented and shall also include:
      1. All sessions must include a discussion of why Licensee was placed under supervision;
      2. All sessions must include a discussion of a professional support network for Licensee; and
      3. All sessions must include a discussion of professional and ethical boundaries.
   v. Licensee shall facilitate such supervisor's timely submission of quarterly written reports to the Committee. Reports must be completed in compliance with the terms of the Supervision Contract and this Settlement

Agreement. The first quarterly report shall be due four months following the Committee's approval of Licensee's supervisor.

vi. The supervisor shall be responsible for the control, oversight, guidance and professional responsibility of Licensee.

vii. In the event the supervisor is unable to provide supervision, Licensee shall advise the Committee and submit the names of two (2) potential supervisors to the Committee for consideration within fifteen (15) days of termination of the supervision.

viii. All costs associated with supervision shall be the responsibility of Licensee.

b. Education. Within one (1) year of the start date of probation, Licensee shall complete a three (3) semester hour graduate course in ethics and advise the Committee in writing upon completion. The course shall not apply to the continuing education requirements for licensure renewal, must be an on-campus class, and must not be delivered via the internet or similar distance education method. Costs incurred for such course shall be Licensee's responsibility. An official transcript shall be sent by the school to the Committee documenting completion of the course.

a. Psychological Evaluation. Within six (6) months of the effective date of this agreement, Licensee shall, at Licensee's expense, undergo and complete an intense psychological evaluation program approved by the Committee prior to Licensee's attendance, to assess current functioning and effects of such functioning on licensee's ability to practice, conducted by a licensed and/or board certified psychologist. Within twenty (20) business days of the effective date of this agreement, Licensee shall submit a list of no less than three (3) such evaluation programs that include a focus on multiple relationships and boundaries to the Committee. The Committee may approve a program from the list or may require a second list of three (3) such programs which the Licensee shall submit within twenty (20) business days of the Committee's request. The licensee must begin such evaluation program within thirty (30) days of the Committee's approval. The Licensee must immediately notify the Committee, in writing, of the start date of such evaluation program.

i. The written evaluation must be submitted by the evaluating program to the Committee within thirty (30) days of the evaluation being initiated. It shall be Licensee's responsibility to ensure that the evaluation is submitted by the evaluating program to the Committee.

ii. The evaluating program and those participating in the evaluating program shall be released to discuss the purpose and methods of the evaluation with the Committee or its representative prior to performing the evaluation. The evaluation will be pursuant to consultation with the Committee.

While Licensee will pay for the evaluation, the evaluating program will work on behalf of the Committee.

iii. Licensee shall abide by the recommendations of the evaluating program as set forth in the evaluation. Failure of Licensee to abide by such recommendations shall be a violation of the terms and conditions of Licensee's discipline period and may subject Licensee to additional license discipline. Licensee shall engage in all testing, evaluation, supervision, therapy or other treatment recommended. If therapy is deemed appropriate, the treating health care provider must be different from the professional performing the evaluation and must be approved by the Committee. Licensee shall commence any recommended therapy or treatment within twenty (20) business days of the evaluation completion date.

iv. If therapy is deemed appropriate, it must be continued according to the frequency of sessions recommended by the evaluation program. The treatment modality or plan shall reflect issues and themes recommended by the evaluation program as well as any additional treatment goals. Ongoing treatment and documentation shall address the evaluation program's recommendation(s).

v. In the event the evaluation program becomes unable or decides not to continue serving in its capacity as an evaluating program during the disciplinary period, then the Licensee shall:

    1. Within three (3) business days of being notified of the evaluation program's inability or decision not to continue serving as the evaluating program or otherwise learning of the need to secure an evaluation program, advise the Committee in writing that she is needing to secure an evaluation program and the reason(s) for such change; and

    2. Within twenty (20) business days of being notified of the evaluation program's inability or decision not to continue serving as the evaluating program or otherwise learning of the need to secure an evaluation program, secure an evaluation program pursuant to an in accordance with the terms and condition set forth in this agreement.

vi. Licensee must give the Committee, or its representative, permission to review Licensee's personal treatment or medical records.

vii. In any professional activity in which Licensee is involved, all individuals whom Licensee treats, evaluates, or provides service must allow their treatment records to be reviewed by the Committee or its representatives.

viii. Licensee's treating program or other treating licensed health professional must report at least once every three (3) months to the Committee on Licensee's progress. Reports must be received before March 1, June 1, September 1 and December 1 of each year. It is Licensee's responsibility to ensure that these reports are provided directly from the program or other licensed health professional to the Committee in a timely manner.

13. GENERAL REQUIREMENTS

a. 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.

b. Licensee shall submit reports to the Missouri Committee for Professional Counselors, Post Office Box 1335, Jefferson City, Missouri 65102, stating truthfully whether Licensee has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the disciplinary period. The first report shall be due January 1, 2021.

c. Licensee shall keep the Committee apprised of Licensee's current home and work addresses and telephone numbers and email addresses. Licensee shall inform the Committee within ten days of any change of home or work address, home or work telephone number or email addresses.

d. Licensee shall comply with all provisions of the §§ 337.500 through 337.540, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

e. During the disciplinary period, Licensee shall timely renew Licensee's license(s) and timely pay all fees required for licensing and comply with all other Committee requirements necessary to maintain Licensee's licenses in a current and active state.

f. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Committee may impose such additional or other discipline that it deems appropriate, (including imposition of a revocation).

g. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any other violation of §§ 337.500 through 337.540, RSMo, by Licensee not specifically mentioned in this document.

14. 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 324, RSMo.

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 his heirs and assignees, and his 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, P.O. Box 1557, United States Post Office Building, Third Floor, 131 W. High Street, Jefferson City, Missouri 65102.**

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.

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

LICENSEE

Craig Politte

Date: 9/2/21

COMMITTEE

Gloria Lindsey, Executive Director
Committee for Professional Counselors

Date: 9/14/2021