SETTLEMENT AGREEMENT BETWEEN
STATE COMMITTEE FOR PROFESSIONAL COUNSELORS
AND LINDSAY WALDEN

Lindsay Walden ("Licensee"), and the State 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[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 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 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 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.

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

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 2010009458 is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 62, RSMo, and §§ 337.500 through 337.540, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The State 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. Lindsay Walden is a natural person licensed by the Committee as a professional counselor, license number 2010009458.

3. Licensee's address is 935 Blake Court, St. Peters, Missouri.

4. On or about June 18 2012, the Committee licensed Licensee as a professional counselor. Licensee's license is and was at all relevant times, current and active. Licensee's license expires June 30, 2019.

5. On or about July 6, 2016, the Committee received a complaint regarding Licensee from A.S. A.S. alleged that Licensee counseled her from July 2014 into 2015 and during that time "improperly mixed her psychotherapy work with her personal retail business, neglected to diagnose her addictive/hypomanic behavior and stole over $10,000 from A.S. using A.S.'s personal credit card to build up Licensee's "Pure Romance" business. More specifically, A.S. stated that she began counseling with Licensee with her husband in July 2014 but continued individually in September 2015 after separating from her husband. A.S. described her work with Licensee in 2015 as "navigating sex and dating as a newly single person." A.S. stated Licensee had a "side business selling adult items through a company called Pure Romance." A.S. stated that Licensee "encouraged and convinced her to buy hundreds of dollars in products, signing A.S. up under Licensee to receive a discount on products." A.S. stated that Licensee failed to tell her that "she was obligated to make periodic minimum purchases that included 'huge' shipping fees." She stated that Licensee told her that she (Licensee) was having financial problems and asked A.S. if she would pay in advance for a large number of sessions at a discounted rate for $2,000 (two thousand dollars). A.S. stated Licensee charged her credit card $4,500 (four thousand 500 dollars). A.S. stated that after the sessions overcharge, License began using A.S.'s personal credit card to order inventory of Pure Romance products for

Licensee's business. A.S. stated that the charges totaled $10,139.10 and when she questioned Licensee, Licensee had "many excuses" including charging the wrong client, Licensee's assistant was embezzling money and License "accidentally" used A.S.'s credit card number instead of her own. A.S. stated that she did not notice the charges for a few months because she was "in bad shape emotionally" and she believes Licensee took advantage of her during her "vulnerable state." She stated that while Licensee treated her, A.S. began to engage in dangerous behavior regarding dating and sex. She stated that Licensee encouraged her to engage in those behaviors and "explore her sexuality." A.S. stated that she sought guidance from another therapist who recommended outpatient treatment. A.S. stated that while in outpatient treatment, she was diagnosed with "Bipolar II." A.S. stated that Licensee "promised" to pay her back on a payment plan and paid about half back before missing payments. As a result, A.S. hired a lawyer and sued Licensee for fraud and breach of contract.

6. As a result of the complaint, the Committee conducted an investigation. As part of the investigation, A.S. met with Division of Professional Registration Investigator Nick Broom on November 23, 2016 and provided documents including credit card statements, text messages and emails with Licensee and medical records.

7. As part of the investigation, the Committee requested a written response from Licensee. On August 12, 2016, the Committee received Licensee's written response. Additionally, on November 1 and 10, 2016, Investigator McBroom met with Licensee at her office to interview her and obtain records. Licensee stated that during the individual sessions with A.S., A.S. was "very interested in purchasing products from her Pure Romance business." Licensee stated that she was "not pushy" when she asked A.S. if she wanted to sign up as a consultant to receive a 45% discount on products. Licensee stated that A.S. agreed but wanted Licensee to place the orders for her. Licensee stated that "when she first set up [A.S.] in the Pure Romance corporate system, she did not realize she was not logged in under [A.S.]'s profile and inadvertently logged in under her own profile." Licensee stated that "she mistakenly placed a number of orders using [A.S.]'s credit card while building up her inventory." Licensee stated that "she was not making excuses" but at the same time her boyfriend because "suddenly ill and was in [the] ICU for two weeks" during which time Licensee was helping take care of him. Licensee stated that when she returned to work, she "discovered her mistake in the credit card charges to include the double charge of prepaid sessions." Licensee stated she met with A.S. and they agreed to a payment plan to include interest and fees.

Licensee stated that she made $1,000 payments for three months and then her boyfriend became ill and she "contacted [A.S.] and informed her there would be a delay in the next payment or two." Licensee stated A.S. told her she was seeking legal representation and Licensee "has begun to pay [A.S] through her attorney." Licensee stated she is "committed to paying her debt to [A.S] in full." When Licensee met with Investigator McBroom, she stated she was working full-time at a nursing home serving food to improve her financial situation and doing her therapy business in the evenings. She stated she leased a two-bedroom apartment for her new office. She stated one bedroom is used as a therapy room and the other has her products for her Pure Romance business. She stated she "has learned several things from her mistakes with [A.S.], one of which was the Pure Romance products should have been separated and not in the same room as her therapy sessions. She stated that the most common way she introduces her Pure Romance products to clients is when women have "a conduction that they would benefit from using her products." She stated she agreed with A.S. that she mixed her psychotherapy and retail businesses. With regard to the missed diagnosis, Licensee stated that "as a sex therapist she treats sexual compulsion from a behavioral standpoint" and "she believes that the sexual addiction model is shaming and harmful to her clients." Licensee denied that she encouraged A.S. to engage in any harmful, dangerous or risky practice. She stated that she is not making excuses about the billing but that A.S. is "confusing the two issues" regarding Licensee's assistant that stole from her. Licensee stated she went to small claims court and agreed to pay the remaining balance she owed to A.S.

8. As part of the investigation, the Committee obtained court records regarding the debt Licensee owes A.S. Court records reveal that on October 26, 2016, the Court entered judgment against Licensee in favor of A.S. in the amount of $14,689.10 in the Circuit Court of St. Louis City, Missouri.

9. On or about June 23, 2017, Licensee appeared before the Committee at its regularly scheduled meeting. She described her education and training and answered questions from the Committee. Licensee stated:

a. A.S. was "searching for" a specific diagnosis and "therapy shopping." She stated that she does not "believe in the addiction model for treating sexuality or sexually compulsive behavior." She stated she does "more of a harm reduction approach." She stated that A.S. wanted to "reclaim her sexuality." She stated in May 2015, A.S. started "to talk about the Pure Romance stuff" and they "had a conversation about why that would or wouldn't be a good idea because she had already

terminated therapy." She stated that A.S. knew she sold Pure Romance because "at that point in time, I had my office set up where one end of the fairly small room had fixture shelves that had coverings where I could display the liquid products." She stated "nothing obscene" was on display. She stated that she explained to A.S. the Pure Romance was "side thing" that she was doing. She stated that at the other end of the room was her "therapy setup." She stated she was "trying to keep those worlds separate." She stated based on their conversation, she thought it was "okay to give [A.S] a catalogue to take home and look through to see if anything was appealing to her."

b. She did not expect A.S. to "come back and say can you just order it all for me. I don't want to deal with the hassle of it." She stated A.S. said "you already have my credit card on file from when we worked together, so just use that and do it." Licensee stated she told A.S. she was "concerned if we cross those worlds, I don't want to do anything that's not in your best interest." Licensee stated she went ahead with it because they had ended the therapy relationship. She stated "looking back, I look at it and I recognize that absolutely" it was "not something I should have done."

c. Licensee stated she probably had "five or six" clients that asked about it but no one else ever went through the process of asking to purchase something. She stated now, she her therapy office is separate and she has a "little closet" with all the Pure Romance in it.

d. Licensee stated that at the time she was "trying to facilitate a way to sort of engage in healthy sexual reclamation" for A.S. She stated that she felt as though that was what she was doing. She stated it "spiraled out of control on me and I'm not saying it's anybody else's fault." She stated she sees the "incredible error in my judgment."

e. With regard to the use of A.S.'s credit card, Licensee stated that she charged A.S.'s card so that A.S. could get a discount when she ordered products. She stated she continued to use the card in June 2015 because she did not realize the Pure Romance system "saved [A.S's] card directly underneath mine. I had a credit card that I used for all of my Pure Romance stuff." Licensee stated she was in the process of ordering a number of things "to build my inventory" to have

things to sell. Licensee stated she as "doing a lot of things very fast and not taking as close meticulous are that I should have with things I was dong quickly." She stated she "placed a few orders, went about my business. I didn't even think about it." She stated she placed orders in the amount of approximately $7,800 and owed A.S. $2,200 for unused prepaid sessions.

f. She stated she discovered the errors on October 12 and brought it to A.S.'s attention. She stated she "immediately realized that I had put them on the wrong credit card." She stated Pure Romance could do nothing to remedy the situation. She stated she reached out to A.S. and she started making payments.

g. She stated that there was a civil case, she was ordered to refund the entire amount and she has "been able t initiate a complete pay off of that and the lawyer is in the processing of sending that as we speak."

h. She stated she has made a lot of changes as a result of the complaint including physical changes to the office, bringing on an accountant and consulting with other colleagues.

i. She stated her new employer was not aware of the complaint and appearance before the Committee.

j. She stated that she didn't know how much harm she caused A.S. but "I always operate through the standpoint that it's on me as the therapist. The responsibility of all of the ethical guidelines and maintain and adhering to that is on me." She stated "I don't like knowing that someone out there has potentially been harmed by the actions I have taken."

k. She stated that with regard to her social media, she had a twitter account with the handle "sexy thoughts" and represented herself to be a counselor in private practice. She stated that she was "attempting to draw the parallel that I am a certified sex therapist but also an LPC that is sometimes a radio host that does informational shows around sexuality and healthy relationships."

10. Licensee's actions as described above in paragraphs 5 through 9 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.

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

...

(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.

...

(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.

12. Regulation 20 CSR 2095-3.015(4) states:

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.

13. 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, RSMo, 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.

14. The professional counselor license of Lindsay Walden, license number 2010009458, is placed on **PROBATION** for a period of two (2) 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.

I. SPECIFIC REQUIREMENTS

a. During the disciplinary period, Licensee shall perform all professional counseling services under the monthly (meeting one hour per month) 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. Boundaries, both with clients and amongst Licensee's various business ventures. Supervisor shall discuss the following questions: How does Licensee know if/when there is a problem? What are some of the consequences to clients, the public and the profession of her boundary violations such as those in the complaint from A.S.? What should Licensee do when she identifies a potential boundary violation problem?;
      2. A discussion of how Licensee views herself in relation to the profession of counseling;
      3. A review of all promotional materials (print or electronic) for Licensee's counseling business and all other business ventures;
      4. How do Licensee's actions and advertisements have an impact on the profession? Is this an important consideration?;
      5. Review of Licensee's billing records and other documents, as deemed necessary by the supervisor, to adequately inform the supervisor and ultimately the Committee, of Licensee's compliance with professional

ethics and statutes, professional boundaries and rules pertaining to the practice of professional counseling.

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, as detailed in paragraph 14.I. above. The first quarterly report shall be due four (4) months following the Committee's approval of Licensee's supervisor.

vi. As part of each quarterly report, the supervisor shall select ten (10) of Licensee's clients for a records review. The records shall be redacted as necessary. The supervisor shall review billing records, assessments, diagnoses, treatment plans and progress notes for each of the ten randomly selected clients, along with any other records deemed necessary by the supervisor to adequately inform the supervisor, and ultimately the Committee, of Licensee's compliance with professional ethics and the statutes and regulations pertaining to the practice of professional counseling.

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

viii. 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.

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

b. Within one (1) year of the start date of probation, Licensee shall complete and pass the Ethics and Boundaries Essay Examination administered by the Ethics and Boundaries Assessment Services LLC (EBAS). Licensee is responsible for any costs associated with the administration of the examination. A brochure for EBAS is attached hereto.

II. 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 July 1, 2018.

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

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 at any time during the disciplinary period, Licensee removes Licensee from the state of Missouri, ceases to be currently licensed under provisions of §§ 337.500 through 337.540, RSMo, or fails to advise the Committee of Licensee's current place of business and residence, the time of

her absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 337.525.4, RSMo.

g. 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).

h. 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.

15. 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.

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 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.

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 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.

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 agreement is signed by the committee's Executive Director.

LICENSEE

Lindsay Walden

Date: 9/28/17

COMMITTEE

Loree Kessler, Executive Director
Committee for Professional Counselors

Date: 10/2/17