

**SETTLEMENT AGREEMENT BETWEEN THE  
STATE COMMITTEE OF PSYCHOLOGISTS AND DONALD AXSOM, Ph.D.**

Don Axsom, Ph.D. ("Axsom") and the Missouri State Committee of Psychologists ("Committee") enter into this settlement agreement for the purpose of resolving the question of whether Axsom's license as a psychologist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo<sup>1</sup>, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline Axsom's license, and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo. The Committee and Axsom jointly stipulate and agree that a final disposition in this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Axsom acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing on the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the AHC; the right to a disciplinary hearing before the Committee at which time Axsom may present evidence in mitigation of discipline; the right to a claim for attorney's fees and expenses; and the right to obtain judicial review of the decisions of the AHC and the Committee.

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<sup>1</sup> All statutory references are to the most recent version of the Revised Statutes of Missouri, as amended, unless otherwise noted.

Being aware of these rights provided to him by law, Axsom 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.

Axsom acknowledges that he has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline his license, along with citations to law and/or regulations the Committee believes were violated.

For the purposes of settling this dispute, Axsom stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Axsom's license (number 2006006562) is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, RSMo, and §§ 337.010 through 337.345, RSMo.

#### **JOINT STIPULATION OF FACTS**

1. The Committee is an agency of the State of Missouri created and established pursuant to Chapter 337, RSMo, for the purpose of carrying out the provisions of Chapter 337, RSMo, relating to psychologists.

2. Don Axsom, Ph.D., is licensed by the Committee as a psychologist, license number 2006006562. Axsom's Missouri license was at all times relevant herein, but is not now, current and active. Axsom's license expired on January 31, 2016.

3. Axsom sent photos of his genitalia to a client named K.T. during their therapeutic relationship.

#### **JOINT CONCLUSIONS OF LAW**

1. The Ethical Rules of Conduct, as set forth in 20 CSR 2235-5.030, provide in relevant part:

(6) Multiple Relationships.

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**(B) Multiple Relationships Affecting Psychologist's Judgment.** The psychologist shall not undertake or continue a professional relationship with a client when the objectivity or competency of the psychologist is, or could reasonably be expected to be impaired because of the psychologist's present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative or legal relationship with the client or a relevant person associated with or related to the client. If a dual relationship develops or is discovered after the professional relationship has been initiated, the psychologist shall terminate the professional relationship in an appropriate manner, shall notify the client in writing of this termination and shall assist the client in obtaining services from another professional.

**(C) Prohibited Relationships.**

1. The psychologist, in interacting with any current client or with a client to whom the psychologist has at anytime within the previous twenty-four (24) months rendered counseling, psychotherapeutic or other professional psychological services for the treatment or amelioration of emotional distress or behavioral inadequacy, shall not enter into a financial or other potentially exploitative relationship with him/her/them.

2. The psychologist, in interacting with any current client or with a person to whom the psychologist at any time within the previous sixty (60) months has rendered counseling, psychotherapeutic or other professional psychological services for the treatment or amelioration of emotional distress or behavioral inadequacy, shall not –

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**D. Engage in any deliberate or repeated comments, gestures or physical contact of a sexual nature that exploits the professional relationship with the client;**

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F. Exhibitionism and voyeurism – exposing one’s self or encouraging another to expose him/herself for the purpose of sexual gratification; or

G. Engage in any verbal or physical behavior toward him/her which is sexually seductive, demeaning, or harassing.

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(13) Violations of Law.

(A) Violations of Applicable Statutes. The psychologist shall not violate any applicable statute or administrative rule regarding the practice of psychology.

2. Cause exists for the Committee to take disciplinary action against Axsom’s license under § 337.035.2(6), (13), and (15), RSMo. Those sections state:

The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person’s certificate of registration or authority, permit or license for any one or any combination of the following causes:

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

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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 “Ethical Rules of Conduct” as adopted by the committee 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 §§ 337.035 and 621.045.3, RSMo:

1. Axsom shall surrender his psychologist license, number 2006006562, along with all other indicia of licensure, immediately upon this Settlement Agreement becoming effective.
2. Axsom further agrees that after surrender of his license, he will not seek to renew his license nor will he seek another license to serve as a psychologist in the State of Missouri.
3. Axsom hereby 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 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, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this joint stipulation. The parties acknowledge that this paragraph is severable from the remaining portions of this joint stipulation in that it survives in perpetuity even in the event that any court of law deems this joint stipulation, or any portion thereof, void or unenforceable.
4. Each party agrees to pay all of their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.
5. The parties to this agreement understand that Committee will maintain this agreement as an open record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

6. 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.


7. This writing constitutes the entire understanding and agreement between the Committee and Axsom. No changes, alterations, modifications, or qualifications to the terms hereto shall be made or be binding unless in writing and signed by all parties.

8. If no contested case has been filed against Axsom, Axsom has the right, either at the time the settlement agreement is signed by all parties or within 15 days thereafter, to submit the agreement to the AHC for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining Axsom's license. If Axsom desires the AHC to review this agreement, Axsom may submit this request to: **Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St., Jefferson City, MO 65102.**

9. If Axsom has requested review, Axsom and the Committee jointly request that the AHC determine whether the facts set forth herein are grounds for disciplining Axsom's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Axsom's license. Effective the date the AHC finds cause for disciplining Axsom's license, the agreed upon discipline set forth herein shall go into effect.


10. This agreement becomes effective immediately upon signing by the Executive Director of the State Committee of Psychologists.

LICENSEE

  
Don Axsom, Ph.D.

Date: 5/20/2020

COMMITTEE

  
Pamela Groose, Executive Director  
State Committee of Psychologists

Date: 5/28/2020