

**SETTLEMENT AGREEMENT
BETWEEN THE STATE COMMITTEE OF PSYCHOLOGISTS
AND
MARK A. COOK**

Mark A. Cook ("Cook") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Cook's license as a psychologist 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.

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

Cook acknowledges that he has received a copy of the Complaint filed by the Committee at the Administrative Hearing Commission, case number 15-1734 PS. For the purpose of settling their dispute, Cook and the Committee agree that Cook's license number 01227 is the subject of a disciplinary action by the Committee in accordance with provisions of Chapter 621, RSMo, and Chapter 337, RSMo.

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

Joint Agreed Findings of Fact

1. The State Committee of Psychologists is an agency of the State of Missouri created and established pursuant to § 337.050, RSMo, for the purpose of upholding and carrying out the provisions of §§ 337.010 - .093, RSMo, as amended, relating to psychologists.

2. Mark A. Cook, is licensed by the Committee as a psychologist, license number 01227 ("License"). Cook's License was originally issued on

August 7, 1986. Cook's license has remained current and active at all times since its initial issue.

3. At all times relevant herein, Cook operated a private practice at 172 Clarkson Executive Park, Ellisville, Missouri, for the purpose of providing professional psychological services.

4. Cook's practice is limited to individual therapy with adolescents, and individual therapy and couples counseling with adults. Cook's client population is approximately 50 percent male and 50 percent female. Problems treated by Cook include anxiety disorders, depression, marital issues, and adjustment disorders.

5. Cook does not accept patients with a presenting complaint of sexual abuse. Cook does not accept patients younger than approximately 12 years of age, nor geriatric patients.

6. Cook's practice is to refer patients with a history of sexual abuse to other therapists upon discovering sexual abuse to be a primary focus of treatment.

7. On or about April 12, 2011, client O.H.¹ completed an intake session with Cook.

¹To protect the client's privacy, the client referenced herein is referred to by the initials O.H.

8. Cook had a psychologist/client relationship with O.H.'s mother prior to O.H. seeking treatment with Cook.

9. Between April 12, 2011, and October 9, 2013, O.H. was seen by Cook for approximately 96 sessions for professional psychological services.

10. Cook and O.H. established a mutually agreed upon professional relationship for the purpose of O.H. receiving psychological services from Cook.

11. Cook had a relationship of professional trust and confidence with O.H., in that O.H. relied on Cook as a licensed psychologist to maintain professional boundaries and act according to the laws and regulations governing the practice of psychology.

12. Cook was aware of O.H.'s history of sexual abuse.

13. Cook became aware that O.H.'s history of sexual abuse was a primary issue for O.H. and that O.H.'s treatment needed to address the sexual abuse.

14. Cook did not refer O.H. to another professional for treatment of O.H.'s sexual abuse issues.

15. Between April 12, 2011, and October 9, 2013, Cook developed a relationship as a mentor to O.H. in addition to their psychologist/client relationship.

16. Between April 12, 2011, and October 9, 2013, Cook made comments to O.H. that were not for a therapeutic purpose.

17. O.H. found the comments made by Cook to be demeaning.

18. Between April 12, 2011, and October 9, 2013, Cook became aware that he had developed a prohibited multiple relationship with O.H.

19. Cook failed to refer O.H. to another therapist.

20. Cook failed to seek consultation with another professional.

Joint Agreed Conclusions of Law

21. Cook's conduct violates 20 C.S.R. 2235-5.030, which states in part:

(3) Competence.

(A) Limits on Practice. The psychologist shall limit practice and supervision to the areas in which competence has been gained through professional education, training derived through an organized training program and supervised professional experience. If important aspects of the client's problems fall outside the boundaries of competency, then the psychologist shall assist his/her client in obtaining additional professional consultation.

22. Cook's conduct violates 20 C.S.R. 2235-5.030, which states in part:

(6) Multiple Relationships.

...

(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.

...

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 --

...

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

23. Cook's conduct violates 20 C.S.R. 2235-5.030, which states in part:

(7) Client Welfare.

...

(E) Sexual or other Multiple Relations With a Client. The psychologist shall not enter into a sexual or other multiple relationship with a client, as specified in subsections (6)(B) and (C) of these ethical rules of conduct.

24. Cook's conduct violates 20 C.S.R. 2235-5.030 which states in part:

(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.

25. Cook's conduct violates provisions of Chapter 337, RSMo, and lawful rules and regulations adopted pursuant to Chapter 337.

26. Cook's conduct violates the trust and confidence that O.H. placed in her relationship with Cook as a licensed professional to maintain professional boundaries and act according to the laws and regulations governing the practice of psychology.

27. Cook's conduct constitutes unethical conduct as defined in 20 C.S.R. 2235-5.030(1)(D), the "Ethical Rules of Conduct," adopted by the Committee and filed with the Secretary of State.

28. Cook's conduct constitutes grounds for discipline pursuant to 20 C.S.R. 2235-5.030, Ethical Rules of Conduct, which states in part:

(1) General Principles.

...

(D) Violations. A violation of these ethical rules of conduct constitutes unprofessional conduct and is sufficient reason for disciplinary action or denial of either original licensure, reinstatement or renewal of licensure.

29. Cook's conduct constitutes grounds for discipline pursuant to § 337.035, RSMo, which states in 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 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;

...

(13) Violation of any professional trust or confidence;

...

(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 Settlement and Disciplinary Order

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

I. Discipline

Cook's license number 01227 is hereby placed on probation until the end of business on April 1, 2017, under the following terms and conditions, at which time Cook's license shall cease to exist by operation of this Agreement and shall be surrendered as set forth herein:

II. Terms of Probation

1. No later than the effective date of this Agreement, Cook shall submit to the Committee a list of all open cases; and every two weeks thereafter shall submit a status report to include whether the case is active or closed, and, if closed, the date closed or the date referred. The names and other identifying information regarding these clients shall not be disclosed in the reports. Cook shall list the clients only by initials or other code, and Cook

shall maintain a key or log by which the clients could be matched to the lists at a later time. Such key or log shall be maintained for as long as the corresponding client records are required to be maintained by law.

2. Cook may not serve as a supervisor for any psychological trainee, psychological intern, psychological resident, psychological assistant, or any person undergoing supervision during the course of obtaining licensure or certification as a psychologist counselor, social worker, or other mental health professional.

3. Cook shall keep the State Committee of Psychologists apprised at all times, in writing, of Cook's current home and work addresses and telephone numbers.

4. Cook shall comply with all provisions of Chapter 337, RSMo, the rules and regulations duly promulgated by the State Committee of Psychologists, and all state and federal criminal laws. Failure to comply with the requirements of this paragraph shall constitute a violation of this Disciplinary Order.

5. At Cook's expense, Cook agrees to meet with the State Committee of Psychologists or the Committee's representative upon reasonable notice or at reasonable intervals as requested by Committee, should such a meeting be deemed necessary by the Committee.

6. Upon the expiration of the period of probation, Cook's license number 01227 as a psychologist in Missouri is hereby voluntarily surrendered in lieu of formal disciplinary action. That surrender shall take effect immediately upon the expiration of the probationary period by operation of this Agreement without the necessity of further action.

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

8. Cook understands that by surrendering his license pursuant to this Agreement, his license number 01227 ceases to exist, and should he seek licensure as a psychologist 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.

9. Cook understands that after surrendering his license, if he applies for licensure as a psychologist 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.

10. Within 10 days of the effective date of Cook's surrender of his license, Cook shall return all indicia of Missouri licensure to the Committee, including, but not limited to, any wall-hanging and pocket card licenses.

11. Within 10 days of the effective date of this Agreement, the Committee agrees to dismiss its complaint pending against Cook at the Administrative Hearing Commission, case no. 15-1734 PS; however, in the event the Committee determines that Cook has violated any term or condition of this Disciplinary Order, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein, and may suspend, revoke, or otherwise lawfully discipline Cook's license.

12. If the State Committee of Psychologists determines that the Cook has violated a term or condition of this Disciplinary Order, or has failed to comply with the provisions of Chapter 337, RSMo, which violation would be actionable in a proceeding before the State Committee of Psychologists or the Administrative Hearing Commission or a Circuit Court, the State Committee of Psychologists may elect to pursue any lawful remedies or procedures afforded to it, and is not bound by this Disciplinary Order in the selection of remedies concerning such violation.

13. If any alleged violation of this Disciplinary Order occurs during

the period of probation, the State Committee of Psychologists may choose to conduct a hearing, either during the period of probation, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further discipline. Cook agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Disciplinary Order has occurred.

14. No additional discipline shall be imposed by the Committee without notice and an opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

15. This Disciplinary Order does not bind the Committee or restrict the remedies available to the Committee concerning any future violations of §§ 337.500 through 337.540, RSMo, or the regulations promulgated thereunder, or of the terms and conditions of this Disciplinary Order.

16. This Disciplinary Order does not bind the Committee or restrict the remedies available to the Committee concerning facts or conduct not specifically mentioned in this Disciplinary Order or the complaint pending in this case, that are either now known to the Committee or may be discovered.

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

III. Waiver and Release

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


2. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recital. 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.

3. Cook hereby waives and releases the State Committee of Psychologists, 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 USC 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.


4. This Agreement becomes effective immediately upon signing by the Executive Director of the State Committee of Psychologists.

LICENSEE



Mark A. Cook

STATE COMMITTEE
OF PSYCHOLOGISTS



Pamela Groose,
Executive Director,
State Committee of
Psychologists

Date 01/04/2017

Date 01/10/2017

