

SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE OF PSYCHOLOGISTS
AND STEPHEN A. JACKSON, Ph.D.

Stephen A. Jackson, Ph.D. ("Jackson" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Jackson's license as a psychologist (License No. R0389) will be subject to discipline.

The parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.¹ The Committee and Licensee jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

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 proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against Licensee at the hearing; the right to present evidence on Licensee's 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 Licensee; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; the right to a claim for attorneys fees and expenses; and the right to

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

obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to him by 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 he 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 was violated.

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 R0389 is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, and Sections 337.010 through 337.345, RSMo.

Part I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Committee and Licensee herein jointly stipulate to the following:

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. Stephen A. Jackson, Ph.D. is licensed by the Committee as a psychologist, License No. R0389.
3. On or about June 17, 2015, the Committee received a voicemail from Licensee which stated that he was calling "to report or re-report an inappropriate action by another

[Missouri] licensed psychologist that was made by Dr. Shawn Anderson in approximately January or February 2013.” The voicemail stated that Licensee was “the source of that information” and complacent in that “I manipulated Dr. Anderson to retract the complaint.” The voicemail also stated “inappropriate sexual relationship that Dr. King had either at the time of separation of service or approximately therein.” He stated he was the estranged ex-husband, now separated husband at the time and was “the source of the information and manipulated such that Dr. Anderson retracted the complaint.”

4. On or about June 22, 2015, the Committee received the written complaint filed by Licensee against Kathy King, Ph.D. The complaint stated that “this complaint is duplicative or a re-initiation of a complaint made by Dr. Shawn Anderson around February 2013. I was the source of information for Dr. Anderson’s original complaint but later reconsidered and altered my account to Dr. Anderson in order to protect my wife, Dr. King. Dr. Anderson’s complaint was subsequently dropped.” Licensee’s complaint also stated that Dr. King committed an ethical violation. King and a client, B.M., engaged in an improper relationship in that King provided free room and board to B.M. from August 2012 to the present. The complaint stated that “Dr. King subsequently admitted that she had ‘been seeing’ [B.M.]” and that B.M. later stated he “had a sexual relationship with Dr. King.” Finally, the complaint stated that Licensee lived in the house with King and B.M. and that he was “complicit in not actively resolving this breach of ethics” by King.

5. As a result of the complaint, the Committee initiated an investigation into the allegations regarding Dr. King. As part of the Committee’s investigation, the Committee reviewed its records related to this incident and determined that on or about March 1, 2013, the Committee received a letter dated February 25, 2013 from licensee Dr. Shawn Anderson which

reported “potential unethical conduct of a psychologist licensed and practicing in Missouri.” Anderson’s letter stated that “I have been informed that Kathy King has engaged and is engaging in a sexual relationship with an individual for whom she rendered professional services during the last year.”

6. On March 5, 2013, the Committee received an email from Anderson stating that “I now have no basis to report the information in my February 25th letter to the Committee.” She stated it was based on more recent information available to her and that the “source had subsequently recanted and said that his initial report was untrue.”

7. As a result of Anderson’s correspondence and with no other information, the Committee was unable to proceed with a complaint at that time.

8. As part of the Committee’s 2015 investigation of Licensee’s complaint, Division of Professional Registration, Central Investigative Unit Investigator Kevan Lager interviewed Licensee, King, B.M. and Anderson.

9. In his interview, Licensee stated that he was married to King and lived with her and her mother in Leawood, Kansas. He stated that in June 2012, King provided therapeutic services to B.M. who was the business partner of King’s brother. Licensee stated that in August 2012, B.M.’s wife “kicked him out of their house” and he moved into the home with Licensee and King because he had nowhere else to live. He stated he did not object to this. Licensee stated that in September 2102, B.M. sent him a “drunk text” stating B.M. and King were having a sexual relationship. Licensee stated he confronted King about it and she admitted to having sexual relations with B.M. Licensee stated she asked him (Jackson) to move out of the house which he did. Licensee stated he shared all this with Dr. Anderson who contacted the Committee but did not use his name. Licensee stated when he learned that Anderson made the complaint he

“did not want to get King in trouble with the Committee, so he recanted his story to Dr. Anderson which resulted in Dr. Anderson being forced to withdraw her complaint.” Licensee stated he was making the complaint now because he was “getting his life in order and felt he should clear the record for Dr. Anderson and report what really happened between King and B.M.”

10. Investigator Lager also interviewed Dr. Anderson. She stated that in February 2013, Licensee told her he had moved out of the house and King and B.M. were having a sexual relationship. Dr. Anderson stated she informed Licensee she was obliged to contact the Committee and report the ethical violation which she did. Dr. Anderson stated that when Licensee learned she filed the complaint, he contacted her and stated that he made the story up and was sorry for involving her.

11. Investigator Lager also interviewed Dr. King. King confirmed that she provided therapy for B.M. beginning in December 2011. She stated therapy continued until June 2012. She stated she closed his file and destroyed his clinical file after two years. She stated B.M. moved into her house in August 2012 and remained until November 2012. She stated she began an intimate relationship with him in July 2013 that continued until September 2013.

12. Investigator Lager also interviewed B.M. He stated he moved into Licensee and King’s home in August 2012 and stayed until November 2012. He confirmed the intimate relationship with King occurring between July and September 2013. He stated he moved back into the residence in November 2014 and still lived there at the time of the interview but he no longer has an intimate relationship with King.

13. Licensee appeared before the Committee at its December 10, 2015 Committee meeting. In the meeting, Licensee stated that Dr. Anderson was a former colleague and friend

and that he communicated to her that King was sexually intimate with a client. He confirmed that Anderson filed the initial complaint and then he “dissuaded her from pursuing [] the complaint” by telling her that she “misunderstood” what he’d said about the situation. Licensee stated that he did not report the unethical conduct at that time because he was “conflicted at the time” given he was still married to her. He stated he reinitiated the complaint because he “had time away from the matter and was able to think about it.” He stated he felt an obligation to report it and that he’d done a disservice to Dr. Anderson. He stated he “always” had a concern about a client living in the same residence as the therapist and that he thought he expressed his concerns to King when she invited B.M. to move into the home. Licensee stated he thought he had an ethical obligation to report to the Committee and so he did.

14. Regulation 20 CSR 2235-5.030(15) states, in relevant part:

(A) Reporting of Violations to the Committee. The psychologist who has knowledge or believes in good faith that there has been a violation of the statutes or rules of the committee shall inform the committee in writing. When the information regarding that violation is obtained in a professional relationship with a client, the psychologist shall report it only with the written permission of the client. Nothing in this rule shall relieve a psychologist of the duty to file any report required by applicable statutes. Failure to report a violation of the statutes and/or rules, is in itself, an ethics violation.

...

(D) Circumventing Disciplinary Rules. Psychologists shall not circumvent a disciplinary rule of professional conduct through actions of another.

15. Regulation 20 CSR 2235-5.030(6)(C) precludes a psychologist from interacting with any current or client to whom the psychologist has provided therapeutic services at any time within the previous 24 months (business or other potentially exploitive relationship) or 60 months (sexual or otherwise intimate relationship).

16. Therefore, as a result of Jackson's conduct, as set forth in paragraphs 3 through 13 above, cause exists for the Committee to discipline Jackson's psychology license under § 337.035.2(5), (6), (13) and (15), RSMo.

17. Cause exists for the Committee to take disciplinary action against Licensee's license under § 337.035, 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 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:

....

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, assisting, or enabling any person to violate, any provision of this chapter, or 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.

Part II.

Joint Agreed Disciplinary Order

18. Based on 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 §§ 536.060, 621.045, and 621.110, RSMo.

19. Jackson's license to practice psychology, License No. R0389, is hereby **CENSURED.**

20. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Licensee of Chapter 337, RSMo, or the regulations promulgated thereunder.

21. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are not now known to the Committee and may be discovered.

22. This Settlement Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

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

24. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained 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.

25. Licensee hereby waives and releases the Committee, its members and any of its 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 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any 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.

26. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 324, 337 and 610, RSMo.

27. If no contested case has been filed against 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.

28. If Licensee has requested review, Licensee and 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 act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date

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.

29. This Settlement Agreement goes into effect fifteen (15) calendar days after the document is signed by the Executive Director of the Committee.

Licensee

State Committee of Psychologists

Stephen A. Jackson, Ph.D. 3/3/16
Date

Pamela Groose 3-7-16
Date
Pamela Groose
Executive Director



EFFECTIVE: March 23, 2016