

SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE OF PSYCHOLOGISTS
AND KATHLEEN J. KING, Ph.D.

Kathleen J. King, Ph.D. ("King" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether King's license as a psychologist (License No. 01821) 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 obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

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

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 01821 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. Kathleen J. King, Ph.D. is licensed by the Committee as a psychologist, License No. 01821.
3. On or about June 17, 2015, the Committee received a voicemail from Dr. Stephen Jackson 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 he, Jackson, was "the

source of that information” and complicit 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 that “I am 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 Jackson against Licensee, 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.” Jackson’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 Jackson 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 Licensee. 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 Jackson’s complaint, Division of Professional Registration, Central Investigative Unit Investigator Kevan Lager interviewed Licensee, Jackson, B.M. and Anderson.

9. In his interview, Jackson stated that he was married to Licensee and lived with her and her mother in Leawood, Kansas. He stated that in June 2012, Licensee provided therapeutic services to B.M. who was the employee of Licensee’s brother. Jackson stated that in August 2012, B.M.’s wife “kicked him out of their house” and he moved into the home with Jackson and Licensee because he had nowhere else to live. He stated he did not object to this. Jackson stated that in September 2012, B.M. sent him a “drunk text” stating B.M. and Licensee were having a sexual relationship. Jackson stated he confronted Licensee about it and she admitted to having sexual relations with B.M. Jackson stated Licensee asked him to move out of the house which he did. Jackson stated he shared all this with Dr. Anderson who contacted the Committee but did not use his name. Jackson stated when he learned that Anderson made the complaint he “did not want to get Licensee in trouble with the Committee, so he recanted his story to Dr. Anderson and “dissuaded her from pursuing [] the complaint” by telling her that she “misunderstood” what he’d

said about the situation which resulted in Dr. Anderson being forced to withdraw her complaint.” Jackson 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. Jackson 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 Licensee and B.M.” 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 Licensee when she invited B.M. to move into the home. Jackson stated he thought he had an ethical obligation to report to the Committee and so he did.

10. Investigator Lager also interviewed Dr. Anderson. She stated that in February 2013, Jackson told her he had moved out of the house and Licensee and B.M. were having a sexual relationship. Dr. Anderson stated she informed Jackson she was obliged to contact the Committee and report the ethical violation which she did. Dr. Anderson stated that when Jackson 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 Licensee. Licensee confirmed that she provided therapy for B.M. beginning in December 2011. She stated he came to her for therapy because he was “dealing with anxiety over [his boss’s] diagnosis of cancer.” She stated therapy continued until June 2012 when she discharged him with his “symptoms resolved.” She stated she closed his file and destroyed his clinical file after two years because of “storage concerns.” 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. She stated B.M. was “no longer a client and had moved into his own residence” when the

intimate relationship occurred. She stated he “re-rented the third floor [of her home] in November 2014” but they were no longer intimate. King provided a copy of B.M.’s closed chart which contained dates of visits, his diagnosis and treatment plan and history. She also provided the dates she provided therapy services to B.M. There were a total of 11 dates between December 28, 2011 and June 19, 2012.

12. Investigator Lager also interviewed B.M. He stated he knew Licensee because he worked for her brother. He stated he saw Licensee when he was “dealing with stress and anxiety regarding [his boss’s] health in December 2011.” He stated he moved into Jackson and King’s home in August 2012 when he was “going through a divorce and was kicked out of his house” and stayed until November 2012. He stated he moved into the third floor. He confirmed the intimate relationship with Licensee 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 Licensee.

13. Licensee appeared before the Committee at its December 10, 2015 Committee meeting. In the meeting, Licensee acknowledged that she had a sexual relationship with B.M. from July to September 2013 after she ended treatment in June 2012. She stated she did not know the time frames in which she was precluded from entering into relationships with clients. She stated the contact between the time he moved out of her home and the intimate relationship was “randomly once or twice a week, a text and maybe a call.” She stated she “didn’t think her behavior with B.M. was out of bounds at the time but thought maybe it was when the complaint was filed against her.” She stated she had other clients with whom she would frequently call or text after services ended. She stated she did not have any anxiety about a possible dual relationship given that B.M. was an employee of her brother. She stated she did ask Jackson to

move out of the house but not because of B.M. When asked what she would do differently, Licensee stated she still would have seen him as a client and offered him a place to stay. She stated she “might have stopped any form of a friendship, I guess.” She stated she would have stopped it “after he got his own apartment in November” because “you just told me that it was inappropriate.” With regard to the records, she stated that she kept the records for three years even though she was “aware that the State requires a five-year retention” because of the storage problems. She stated she “knew the state requirement” for record keeping but destroyed the records, including B.M.’s, because she had storage problems. She stated she kept an electronic summary for each client that was “basically one paragraph.” She stated she had been doing this for “several years.” She stated her “open records” are at her office and her “closed records” she kept in her home which is where she had the storage problem. She stated closed records are for patients with whom she terminated therapy.

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

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(4) Maintenance and Retention of Records.

(A) The psychologist rendering professional individual services to a client (or a dependent), or services billed to a third party payer, shall maintain professional records that include:

1. Name of the client and other identifying information such as address, telephone number, age, and/or sex;
2. The presenting problem(s) or purpose or diagnosis;
3. Any assessment including test results or other evaluative results obtained and any basic test data from which they were derived;
4. The date and description of each contact or service provided or pertaining to the client;
5. The nature, type and goals of any psychological interventions;

6. The fee arrangement and documentation of discussion with client prior to initiation of services;
7. A copy of all test or other evaluative reports prepared as part of the professional relationship;
8. Notation and results of formal consults with other providers;
9. Notation of referrals given or recommended to the client;
10. Any releases executed by the client;
11. Records shall contain data relating to financial transactions between the psychologist and client, including fees assessed and collected;
12. Written informed consent must be obtained concerning all aspects of services including assessment and therapy;
13. A provisionally licensed psychologist must include on the informed consent the fact that the provisional licensee is working under the supervision of a licensed psychologist. The informed consent form must identify the supervising psychologist; and
14. Entries in the records must be made within ten (10) days following each consultation or rendition of service. Entries that are made after the date of service must indicate the date entries are made, as well as the date of service.

(B) To meet the requirements of these rules, but not necessarily for other legal purposes, the psychologist shall assure that all data entries in the professional records are maintained for a period of not fewer than five (5) years after the last date of service rendered, or not less than the time required by other regulations, if that is longer.

1. The psychologist shall store and dispose of written, electronic and other records in such a manner as to ensure their confidentiality. The psychologist shall maintain the confidentiality of all psychological records in the psychologist's possession or under the psychologist's control except as otherwise provided by law or pursuant to authorization of a client specifically requesting or authorizing release or disclosure of the client's psychological records; and
2. For each person professionally supervised, the psychologist shall maintain, for a period of not less

than five (5) years after the last date of supervision, a record of the supervisory session that shall include the type, place, and general content of the session, as well as other information required by these rules, other law or good practice.

...

(6) Multiple Relationships.

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(B) Multiple Relationship 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—

- A. Engage in sexual intercourse, which includes any genital contact of the psychologist with the client or the client with the psychologist. This specifically prohibits sexual intercourse, sodomy—oral, anal copulation, or both; or any penetration of the anal opening by any one (1) part or object;
- B. Engage in kissing with the mouth, lips or tongue of the psychologist with the client or the client with the psychologist;
- C. Touching or caressing by either the psychologist or client of the other person's breasts, genitals or buttocks;
- D. Engage in any deliberate or repeated comments, gestures or physical contact of a sexual nature that exploits the professional relationship with the client;
- E. Terminate a therapeutic relationship with a client or student for the purpose, expressed or implied, of having a sexual relationship with that person;
- 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.

3. Prohibited exploitation in professional relationships. The psychologist shall not exploit, sexually or otherwise, his/her professional relationship with clients, supervisees, students, employees, research participants or others.

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(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.

...

(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.

...

(15) Resolving Issues.

(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.

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

16. 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

17. 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.

18. King's license to practice psychology, License No. 01821, is hereby **VOLUNTARILY SURRENDERED** in lieu of other discipline and pursuant to the findings of fact and conclusions of law herein. Licensee's Voluntary Surrender of her license, as described herein, constitutes reportable discipline.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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

Kathleen King PhD 3/15/16
Kathleen J. King, Ph.D. _____
Date

Pamela Groose 3/21/2016
Pamela Groose _____
Executive Director Date

