

**SETTLEMENT AGREEMENT BETWEEN  
THE STATE COMMITTEE OF PSYCHOLOGISTS  
AND DAVID DONOVAN, PHD.**

David Donovan, PhD. (“Donavan” or “Licensee”) and the State Committee of Psychologists (“Committee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Donovan’s license as a psychologist (License No. 01519) 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. The Committee and Donovan jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Donavan 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 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 Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Donovan 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.

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

For the sole purpose of settlement, Donovan stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that his license as a psychologist (License 01519) is subject to the agreed disciplinary action by the Committee as set out in this Settlement Agreement in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Donovan in Part II herein is based only on the agreement set out in Part I herein. The stipulations contained in this Settlement Agreement shall not constitute admissions of guilt, liability, or wrongdoing to be used in any other proceeding or for any purpose other than the resolution of the pending disputes between the parties. Donovan understands that the Committee may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are not now known to the Committee and may be discovered.

### **Part I.**

#### **Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the Committee and Donovan 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. Donovan is licensed by the Committee as a psychologist, License No. 01519.
3. Between June 11, 2012 and May 17, 2013, Donovan's license was suspended due to his failure to file certain income tax returns.
4. During this time, Donovan states that he was working furiously to resolve his tax situation.
5. Donovan hired an attorney purporting to specialize in tax compromise law, and according to Donovan, the attorney repeatedly assured Donovan that the attorney was working quickly to resolve the matter.
6. Donovan also states that he and his attorney discussed that there had been no patient care concerns, and that it would be unethical to suspend treatment with his large caseload of patients many of whom needed ongoing treatment to address their extreme psychological issues, including suicidal thoughts.
7. Donovan alleges that he later learned that his attorney had been fired from his law firm and that he was not diligently working to resolve Donovan's tax matters, in spite of assurances to the contrary.
8. Donovan finally obtained a letter of compliance regarding his tax matters on May 17, 2013.
9. Donovan practiced as a psychologist during the time that his license was suspended in violation of § 337.015.1, RSMo.
10. Therefore, Donovan's psychologist license, No. 01519, is subject to discipline under § 337.035.2(6), RSMo.

## **Part II.**

**Joint Agreed Disciplinary Order**

11. 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.

12. Donovan's license to practice psychology, License No. 01519, is hereby placed on **PROBATION** for a period of **two (2) years** from the effective date of this order. During the aforementioned probation, Donovan shall be entitled to practice as a licensed psychologist subject to the following terms and conditions:

a. Licensee 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 as a psychologist, professional counselor, or social worker.

b. Licensee must keep the Committee apprised at all times, in writing, of Licensee's current home and work addresses and telephone numbers.

c. Licensee is required to pay to the Committee in a timely fashion, all requisite fees required by law to renew and keep current Licensee's psychology license in Missouri.

d. Licensee is required to comply with all provisions of Chapter 337, RSMo, the rules and regulations duly promulgated by the Committee and state and federal criminal laws.

e. Licensee must provide periodic reports of Licensee's compliance with this agreement every three (3) months.

f. At Licensee's expense, Licensee must agree to meet with the Committee at reasonable intervals designated by the Committee.

g. Upon the expiration of the disciplinary period, the Licensee's license as a psychologist in Missouri shall be fully restored, provided all provisions of this agreement and all other requirements of the law have been satisfied.

h.If the Committee determines that the Licensee has violated a term or condition of his/her discipline, or has otherwise failed to comply with the provision of Chapter 337, RSMo, which violation would be actionable in a proceeding before the Committee or the Administrative Hearing Commission or a Circuit Court, the Committee may elect to pursue any lawful remedies or procedures afforded to it, and is not bound by this agreement and its selection of remedies concerning such violation.

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

14. 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.

15. 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.

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

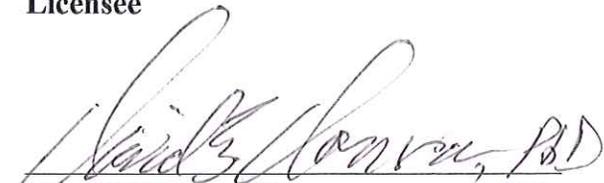
17. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

18. 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.

19. 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.

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

**Licensee**

  
David Donovan, PhD. Date 10/10/13



**State Committee of Psychologists**

 10-22-2013  
Pamela Groose Date  
Executive Director

Effective: November 6, 2013