

**SETTLEMENT AGREEMENT BETWEEN**  
**THE STATE COMMITTEE OF PSYCHOLOGISTS**  
**AND ROBERT POIRIER, PSY.D.**

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Robert Poirier, Psy.D. (“Poirier” or “Licensee”) and the State Committee of Psychologists (“Committee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Poirier’s license as a psychologist (License No. 2006006566) 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.<sup>1</sup> 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

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<sup>1</sup> 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 2006006566 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. Robert Poirier, Psy.D. is a natural person with a current address of 3550 Russell, St. Louis, Missouri. Licensee is licensed by the Committee as a psychologist, License No. 2006006566.

3. On or about April 4, 2014, the Committee received a letter dated April 3, 2014 from Licensee. The letter stated he was “writing to self-report a violation of my ethical obligations.” Licensee’s letter also stated that he did not “always maintain[]the records of persons whom I have counseled in compliance with the Missouri Ethical Rules of Conduct for licensed psychologists in that for a period of time during the years 2008-2013, I did not consistently document my session notes, document consults with other providers or document referrals in the client files.” The letter stated that the files, maintained by his employer, did contain the name and contact information of the client, presenting problem and diagnosis, copies of test and evaluative results, client releases, fee information and informed consent. Finally, he stated that he believes the “failure in this regard stemmed from what I perceived as a difficult work environment that caused me intimidating and insufficient work time to perform all tasks and services.”

4. Following receipt of the self-report, Licensee appeared before the Committee at its regularly scheduled meeting on September 11, 2014. Licensee stated that during the years indicated in his self-report, he worked with college students as well as graduate students. He stated that as a result of the work environment and issues with staffing, he did not have enough time for work, “such as notes.” He stated he lost sight of the fact that it was not happening and he was “neglecting these duties relating to notes and related responsibilities.” He stated the work environment and relationship with his supervisor did not improve through that time and he needed to leave his employment. He stated at that time he realized the lack of documentation was “a major issue and that [he] needed to report.”

5. During his September 11, 2014 appearance Licensee also stated that he was aware of the issues with documentation long before the self-report. He stated he thought if he could

work to improve the overall work environment, the issues related to documentation would improve as well. Licensee stated that the notes did not include a written note about the session or notation of a consult or referral. He testified that he consistently included all other required information in the files. Licensee stated he saw six to eight patients in an eight hour day as well as crisis walk-in patients and calls from residence hall directors or other residents that were of a crisis nature including but not limited to suicide. He stated for the suicidal patients, they were required to go to the emergency room and stay with the patient. He stated he was working 55 or 60 hours a week including on Saturday. Licensee stated he made the self-report based on personal integrity and also out of a concern for the clients and the need for patient records to be complete. Licensee also notified his employer about all of his concerns and worked with them to address those concerns.

6. Following Licensee's September appearance before the Committee, in a letter dated October 7, 2014, the Committee requested that Licensee produce: 1) copy of one total weekly appointment and work calendar between April 2012 and April 2013; 2) a random sample of a total set of case notes for 20 clients seen in the same time period; and 3) documentation of continuing education for the previous two reporting periods.

7. Along with a letter dated November 17, 2014, Licensee provided the weekly appointment and work calendar and the continuing education documentation. With regard to the case notes, Licensee stated "I requested case notes for clients seen during April 2012 through April 2014 from my former employer and I have not been provided with access to this information."

8. At its regularly scheduled June 4, 2015 meeting, Licensee met with the Committee again regarding his failure to provide the case notes for a client. Licensee explained

that he had consistently been unable to obtain those records from his former employer. Licensee stated he got no response to phone calls and letters requesting the client records on at least three occasions. Licensee also testified about his future plans as a psychologist. Finally, Licensee brought client notes for one client that were in his possession. Those notes were also lacking in the required information pursuant to 20 CSR 2235-5.030(4)(A). Some of the requirements are met, at least in part, such as the name and age of the client and a brief presenting problem. However, many requirements are wholly nonexistent such as assessment records, goals of psychological interventions, fee arrangement data, releases, informed consent and test data.

9. Finally, Licensee copied the Committee on a letter to his former employer dated May 26, 2015. The letter again requested client records for 20 clients seen between April 2012 and April 2014. To date, Licensee has provided no additional documentation to the Committee.

10. 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;
- ...
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[.]

(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.

11. Therefore, as a result of Poirier's conduct, as set forth in paragraphs 3 through 9 above, cause exists for the Committee to discipline Poirier's psychology license under § 337.035.2(5), (6), (13) and (15), RSMo.

12. 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**

13. 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.

14. Poirier's license to practice psychology, License No. 2006006566, 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 his license, as described herein, constitutes reportable discipline.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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**

*Robert Poirier, Psy.D.* 9/11/15  
Robert Poirier, Psy.D. Date

*Pamela Groose* 9/14/15  
Pamela Groose Date  
Executive Director

EFFECTIVE: 10/05/15

