SETTLEMENT AGREEMENT BETWEEN THE STATE COMMITTEE OF PSYCHOLOGISTS AND ALICE BLYTH

Alice Blyth, ("Blyth" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Blyth's license as a behavior analyst (License No. 2012010600) 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 her 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.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in the Settlement Agreement are true and stipulates with the Committee that Licensee's license, numbered 2012010600 is subject to disciplinary action by the Committee in accordance with the provisions of Chapters 621 and 337, 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 Sections 337.010 through 337.345, RSMo., relating to psychologists and behavior analysts.

2. Licensee is licensed by the Committee as a behavior analyst, License No. 2012010600. Licensee's license is, and was at all relevant times herein, current and active.

3. On or about September 26, 2013, the Behavior Analyst Advisory Board ("Board"), a board under the authority of the Committee, received a complaint from Re.S. regarding certain services provided to Re.S.'s son, R.S. As a result of the complaint, on behalf of itself and the Committee, the Board conducted an investigation.

4. In the spring of 2013, Summit Behavioral Services ("Summit") contracted with the Missouri Department of Mental Health, Kansas City Regional Office ("KCRO") to provide "positive behavioral supports" for Re.S and her son.

5. KCRO's contract for the services required that work be performed by a "Senior Behavior Consultant," a "Behavior Intervention Specialist" and a "Personal Care Assistant."

6. Alice Blyth served as the Senior Behavior Consultant to provide the contracted for services, and supervised Brandy Wilson, another Summit employee, who served as the Behavior Intervention Specialist.

7. The KCRO contract did not contain any direct requirement that a Behavior Intervention Specialist be licensed by the Board.

8. Wilson's role in providing services to R.S. and his family included creating a reinforcement system for R.S., including working with R.S.'s parents and providing suggestions to them to help reinforce behaviors that they wanted to see in R.S.

9. The Board asserts that some of these services may have included "applied behavior analysis" as defined by RSMo. § 337.300.

10. Wilson's qualifications at the time services were provided to R.S. and his family include the following:

a. Bachelor of General Studies in Applied Behavioral Science from the University of Kansas, 2007, which included courses in Abnormal Psychology, Cognitive Psychology, Introduction to Childhood Behavior and Development, Principles and Procedures of Behavioral Modification, Curriculum and Development for Young Children, Developmental Psychopathology;

b. A practicum during college in which Wilson worked in Lawrence, KS, as an implementer of applied behavior analysis;

c. Field work for two different companies from 2007 to 2010 where Wilson was billed as a Behavior Intervention Specialist under Missouri Department of Mental Health contracted services, and during which she completed all required supervisory hours necessary to sit for the national Behavior Analysis Certification Board exam for assistant behavior analysts.

11. In addition, in 2015 Wilson completed a Master's Degree program at Capella University and obtained a Master's of Science and Psychology with specialization in Applied Behavior Analysis.

12. Although Wilson was fully qualified to obtain a *provisional assistant behavior analyst* license in Missouri, she had not applied for one and was not licensed at the time the services were provided to R.S.

13. Neither Wilson nor Licensee was aware that a provisional assistant behavior analyst license was necessary and was available in Missouri at the time the services were provided.

14. Section 339.315, RSMo., states, in relevant part:

> No person shall practice applied behavior analysis unless they are:
>
> (1) Licensed behavior analysts;
> (2) Licensed assistant behavior analysts working under the supervision of a licensed behavior analyst;
> (3) An individual who has a bachelor's or graduate degree and completed course work for licensure as a behavior analyst and is obtaining supervised field experience under a licensed behavior analyst pursuant to required supervised experience for licensure at the behavior analyst or assistant behavior analyst level:

(4) Licensed psychologists practicing within the rules and standards of practice for psychologists in the state of Missouri and whose practice is commensurate with their level of training and experience;
(5) Provisionally licensed behavior analysts;
(6) Provisionally licensed assistant behavior analysts…

15. Regulation 20 CSR 2063-6.005 states, in relevant 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 original licensure, reinstatement, or renewal of licensure.

…

(13) Violations of Law.

(A) Violations of Applicable Statutes. Behavior analysts and assistant behavior analysts shall not violate any applicable statute or administrative rule regarding the practice of behavior analysis.

(14) Aiding Unauthorized Practice.

(A) Aiding Unauthorized Practice. Behavior analysts and assistant behavior analysts shall not aid or abet another person in misrepresenting his or her professional credentials or in illegally engaging in the practice of applied behavior analysis.

…

(C) Delegating Professional Responsibility. Behavior analysts and assistant behavior analysts shall not delegate professional responsibilities to a person not qualified or not appropriately credentialed to provide those services.

16. Based on the conduct contained in paragraphs 3 through 15 above, cause exists for the Committee to take disciplinary action against Licensee's license under § 337.330.2, RSMo., which states in pertinent part:

> The Committee may cause a complaint to be filed with the administrative hearing commission, as provided by chapter 621, against any holder of any license required by this chapter or any person who has failed to renew or has surrendered the person's license for any one or any combination of the following causes:
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> . . .
>
> (6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.300 to 337.345, or of any lawful rule adopted thereunder…
>
> (10) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated by sections 337.300 to 337.345 who is not registered and currently eligible to practice as provided in sections 337.300 to 337.345…

Part II.

Joint Agreed Disciplinary Order

17. Based on the foregoing, the parties mutually agree and stipulate that the following constitutes the disciplinary order entered by the Committee in this matter under the authority of §§ 536.060, 621.045, and 621.110, RSMo.

18. Blyth's license to practice behavior analysis, License No. 2012010600, is hereby PUBLICALLY CENSURED. In addition, Licensee agrees to and shall comply with the additional terms of discipline set forth below.

19. Licensee must successfully complete the Behavior Analyst Certification Board (BACB) supervision course within twelve months of the date of this Settlement Agreement. Licensee shall provide the committee written proof of successful completion within ten (10) days of completion of the course.

20. Licensee must complete an ethics course approved by the Committee. Licensee shall submit the proposed course to the Committee in writing. Licensee shall not begin the course prior to receiving written approval of the course from the Committee, which approval shall not be unreasonably withheld. Licensee shall report successful completion of the course to the Committee within ten (10) business days of completing the course. Licensee shall complete the course within 12 months of the date of this Settlement Agreement.

21. If the Committee determines that the Licensee has violated a term or condition of 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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 attorney's 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.

28. 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.

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

Licensee:

Alice Blyth

Alice Blyth

Date: 12-6-16

State Committee of Psychologi

Pamela Groose

Pamela Groose, Executive Director

Date: December 15, 2016

EFFECTIVE: DECEMBER 30, 2016