

**SETTLEMENT AGREEMENT BETWEEN**  
**THE COMMITTEE OF PSYCHOLOGISTS AND BRENDA BENSON**

Brenda Benson (Benson) and the Committee of Psychologists (Committee) enter into this Settlement Agreement for the purpose of resolving the question of whether Benson's license as a psychologist, no. 2013014507, will be subject to discipline. Pursuant to § 536.060, RSMo the parties hereto waive the right to a hearing by 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 Benson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Benson acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; 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 her at the hearing; the right to present evidence on her 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 her; 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 Benson may present evidence in mitigation of discipline; the right to a claim for attorney 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 her by law, Benson 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 her.

Benson acknowledges that she has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Benson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Benson's license as a psychologist, license no. 2013014507, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo, and § 337.035, RSMo, as amended.

#### **I.**

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

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

1. The Committee is an agency of the State of Missouri created and established under Section 337.050, RSMo, for the purpose of carrying out the provisions of Sections 337.010 to 337.093, RSMo.

2. At all relevant times, Benson was licensed by the Committee as a psychologist, holding license number 2013014507. Benson's license was active during the events set forth in this Complaint up until February 27, 2018, when Ms. Benson placed her license in inactive status.

3. In September 2010, Benson began working for the Federal Bureau of Prisons at the United States Penitentiary Leavenworth ("Leavenworth") as a Staff Psychologist, providing individual and group therapy to inmates.

4. In June 2011, Benson was promoted to Drug Abuse Program Coordinator for Leavenworth.

5. According to the Position Description, Clinical Psychologist (Drug Abuse Program Coordinator), GS-0180-13 (hereafter the "Job Description"), Benson's duties as the Drug Abuse Program Coordinator included developing, implementing, coordinating, supervising, and evaluating three separate drug treatment programs for inmates at Leavenworth: (1) Drug Abuse Education, (2) Nonresidential Drug Abuse Treatment, and the (3) Residential Drug Abuse Program.

6. According to the Job Description, Benson's duties as the Drug Abuse Program Coordinator included preparing psychological reports based on data obtained from testing, interviewing inmates, and correctional records.

7. According to the Job Description, any psychological report prepared by the Drug Abuse Program Coordinator could be used for various reasons, including:

- i. assisting in interdisciplinary classification of inmates;
- ii. developing suitable programs and treatment contracts for individual inmates;
- iii. advising the parole commission on individual inmates and making recommendations for drug aftercare should the inmate be paroled;
- iv. answering special requests for inmate evaluations by institution staff;
- v. court-ordered studies;
- vi. assessing individual inmate performance, participation, and completion of the programs in each phase of the specialized treatment unit; and
- vii. evaluating inmates in the introductory programming phase of program participation with input from the unit team, and the inmate concerned, regarding inmate needs in therapeutic intervention for the treatment of substance abuse problems.

8. According to the Job Description, Benson's duties as the Drug Abuse Program Coordinator also included participating as a member of an interdisciplinary unit team in developing and implementing the facility's drug abuse treatment program needs and goals.

9. As the Drug Abuse Program Coordinator, Benson was directly responsible for the development, evaluation, and coordination of therapeutic programs and for assigning and reviewing staff's individual treatment plans for inmates.

10. Benson's duties included supervising all drug counseling activities.

11. In 2014, while Benson was the Drug Abuse Program Coordinator at Leavenworth, an inmate, who, for privacy reasons will be referred to as R.J., was transferred to the facility to participate in the Residential Drug Abuse Program.

12. Benson and R.J. were both from Oklahoma, and Benson recalled having met R.J. at an event more than 10 years prior.

13. The Residential Drug Abuse Program is a nine-month program of treatment for inmates who have been identified to meet criteria for substance abuse disorder.

14. As a participant in the Residential Drug Abuse Program, R.J. was receiving psychotherapeutic and other professional services, although Benson never directly provided any therapeutic services or counseling directly to R.J. All therapeutic services and counseling were carried out by the drug treatment specialists.

15. R.J. participated in daily groups, including journaling and processing groups.

16. Benson had overall responsibility to ensure that all inmates did the things they needed to do to meet the requirements of the program.

17. Benson was also responsible for approving or denying all inmates' completion of the Residential Drug Abuse Program.

18. Although Benson was not R.J.'s drug treatment specialist, Benson had access to all inmates' treatment plans and case notes.

19. R.J.'s drug treatment specialist recommended R.J. work as an orderly in Benson's office.

20. R.J. began working as an orderly in Benson's office performing jobs including cleaning, take out the trash, and organizing.

21. Benson supervised R.J. as an orderly.

22. During the months R.J. worked as an orderly for Benson, Benson learned the two had a lot in common.

23. In July of 2015, R.J. left the program and was released from Leavenworth.

24. After his release, R.J. later contacted Benson for the purpose of establishing a relationship. Benson declined at that time due to still being employed at Leavenworth as the Drug Abuse Program Coordinator.

25. Benson resigned from her position as the Drug Abuse Program Coordinator and left Leavenworth in September of 2015.

26. Benson contacted R.J. in October of 2015 and they began dating, developed a relationship, were married on January 31, 2017, and remain married up to the present time.

27. Although Benson did not provide direct therapeutic services to R.J., she did provide professional services at Leavenworth in her capacity as the Drug Abuse Program Coordinator. After resigning her position, she then later entered into an intimate relationship with R.J., a person to whom, within the previous sixty (60) months, Benson had rendered "other professional psychological services" (by virtue of her supervisory role and not via direct client counseling) for the treatment or amelioration of emotional distress or behavioral inadequacy.

28. Section 337.035 RSMo, authorizes discipline against a psychologist's license and states, in relevant part, the following:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 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:

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(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

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(13) Violation of any professional trust or confidence;

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(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.

29. The Ethical Rules of Conduct, as set forth in 20 CSR 2235-5.030, provide in relevant part:

(2) Definitions.

(A) Client—means a receiver of psychological services . . . .

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(E) Professional relationship—means a mutually agreed upon relationship between a psychologist and a client(s) for the purpose of the client(s) obtaining the psychologist’s professional expertise.

(F) Professional service—means all actions of the psychologist in the context of a professional relationship with a client.

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(6) Multiple Relationships.

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(C) Prohibited Relationships.

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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...

30. Benson's conduct, as described in Part I above, violates § 337.035.2(6), (13), (15) and therefore constitutes cause for discipline.

**II.**  
**Joint Agreed Disciplinary Order**

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, RSMo, and §§ 621.045.4 and 621.110, RSMo.

31. **Benson's license is hereby publicly CENSURED.** In accordance with the terms and conditions of this settlement agreement, pursuant to § 337.035 RSMo, Benson's license as a psychologist, license no. 2013014507, is hereby publicly CENSURED.

32. The parties to this settlement agreement understand that the Committee will maintain this settlement agreement and censure as an open and public record of the Committee as provided in Chapters 324, 337, and 610, RSMo.

33. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not now known to the Committee or any future violations by Benson of § 337.035 RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

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

35. 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.

36. Benson, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Committee, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

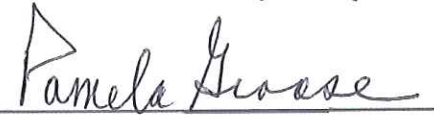
37. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

38. Within 15 days after the effective date of this Settlement Agreement, the Committee will dismiss with prejudice the Administrative Hearing Commission case: *State Committee of Psychologists v. Brenda Benson*, 20-1522.

LICENSEE

  
Brenda Benson  
Date: 1/27/2021


The Committee of Psychologists

  
Executive Director  
Date: 1-28-2021

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**EFFECTIVE: 2/13/2021**