

SETTLEMENT AGREEMENT  
BETWEEN THE STATE COMMITTEE OF PSYCHOLOGISTS  
AND IRIS BERETS

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Iris Berets, Ph.D., (“Dr. Berets”) and the Missouri State Committee of Psychologists (“Committee”) enter into this settlement agreement for the purpose of resolving Complaint No. 08-0345 PS, State Committee of Psychologists v. Iris Berets.

Pursuant to the terms of § 536.060, RSMo, the parties hereto waive the right to a hearing by the Missouri Administrative Hearing Commission (“AHC”) and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo (Cum. Supp. 2007), and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Dr. Berets 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 against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Committee at which time she may present evidence in mitigation of discipline;

and the right to recover attorney's fees incurred in defending this action against her license.

Being aware of these rights provided her by operation of law, Dr. Berets 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.

Dr. Berets acknowledges that she has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. For the purpose of settling this dispute, Dr. Berets stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Dr. Berets' license as a Psychologist, License No. 00998, is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, RSMo, and Chapter 337, RSMo.

#### Joint Stipulations of Fact

1. The State Committee of Psychologists is an agency of the state of Missouri created and existing pursuant to § 337.050, RSMo, for the purpose of carrying out the provisions of §§ 337.010 to 337.090, RSMo, relating to psychologists.

2. Dr. Iris Berets was licensed by the Committee as a psychologist, License No. 00998. Dr. Berets' license was current and active at all times until she requested that it be placed on inactive status in 2005. Dr. Berets' license expired on January 31, 2008. She is living out of state and no longer practices Psychology.

3. At all times relevant herein, Dr. Berets maintained a psychology practice at 7611 State Line, Suite 319, Kansas City, Missouri.

4. On or about November 5, 2003, Dr. Berets entered into a psychologist/patient relationship with a minor child.

5. Minor child's mother and father were divorced and had joint legal custody of minor child at all times relevant herein.

6. Father requested information regarding Dr. Berets' treatment of minor child and requested through his attorney copies of Dr. Berets' treatment records of minor child.

7. Dr. Berets did not provide one of the sets of requested records to the father's attorney in a timely manner as required by law.

#### Joint Conclusions of Law

1. Dr. Berets' conduct, as described herein, is grounds for discipline pursuant to § 337.035.2(5), RSMo.

### 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 § 621.045, RSMo (Cum.Supp. 2007).

1. Dr. Berets' psychologist license, number 00998, is hereby censored.
2. The parties agree that this settlement agreement, and the stipulations, terms, conditions and recitals set forth herein, are intended solely and exclusively for the purpose of settling the dispute between Dr. Berets and the Committee pertaining to this matter, and shall not be used in any other litigation, except that the authority of the Committee, or any other regulatory board or agency in this or any other state, to exercise its lawful authority is not limited in any way by this agreement.
3. The parties agree that this settlement agreement resolves all allegations contained in the complaint filed in this matter and none of those allegations will be the subject of any further litigation between the parties. The parties agree to waive all rights to further review and appeal in this matter.
4. Dr. Berets hereby waives and releases the State Committee of Psycholotgists, its members and any of its employees, agents, or attorneys, including any former Committee members, 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 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

5. The parties to this agreement understand that the Committee will maintain this agreement as an open record of the Committee as provided in Chapters 337, 610, and 620, RSMo.

6. Pursuant to law and the regular practice of the Committee, the discipline entered in this matter will be listed in the first newsletter of the Committee published following the entry of the discipline, will be available on the Committee's website when a licensure verification check is made and the "details" link is accessed, and will be reported to the following: Association of State and Provincial Psychology Boards ("ASPPB"); state licensing and regulatory boards that are parties to the ASPPB Reciprocity Agreement; National Practitioner Database; American Psychological Association, Office of Ethics; Office of the Inspector General, Kansas City, Missouri; Missouri

Hospital Association; National Register of Health Service Providers; Missouri Department of Social Services, Surveillance and Utilization Review; WellPoint, Credentialing Department, Woodland Hills, California.

7. 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 a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

8. The fully executed settlement agreement is effective the date it is signed by the Executive Director of the Committee.

Iris Berets, Ph.D.

Iris Berets, Ph.D.

11/21/2008

Date

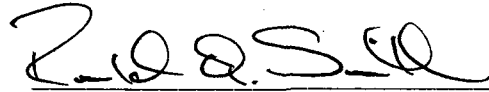
Pamela Groose

Pamela Groose  
Executive Director  
State Committee of  
Psychologists

December 9, 2008

Date

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All statutory references are to Missouri Revised Statutes 2000, unless  
otherwise indicated.