

**SETTLEMENT AGREEMENT BETWEEN**  
**THE STATE COMMITTEE OF PSYCHOLOGISTS**  
**AND MELISSA CHIASSON, Ph.D.**

Melissa Chiasson, Ph.D. (“Chiasson” or “Licensee”) and the State Committee of Psychologists (“Committee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Chiasson’s license as a psychologist (License No. 2012027895) 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 attorney’s 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 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.

Licensee acknowledges that she 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 2012027895 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. Melissa Chiasson, Ph.D. is a natural person, licensed by the Committee as a psychologist, License No. 2012027895. Licensee's license was, at all relevant times herein, current and active.

3. On or about November 13, 2017, Chiasson submitted an online application to renew her psychologist license. Chiasson answered “no” to all of the questions on the application. Shortly thereafter, Chiasson contacted the State Committee of Psychologists and stated she “accidentally marked that I did not have any legal issues during the past two years.” The Committee staff informed her she needed to submit a letter explaining the situation and a paper renewal form with the correct information.

4. On or about November 19, 2017, Chiasson completed her paper application to renew her psychologist license. On the application, Chiasson answered “yes” to question 2, “Within the last renewal period, have you been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States for any offense, whether or not sentence was imposed?”

5. On or about November 26, 2017, Chiasson supplied a statement regarding the contradictory online renewal and paper renewal responses to question 2. Chiasson stated that she “accidentally marked that I did not have any legal issues during the past two years. I immediately realized I made an error[.]” She stated she contacted the Committee’s staff who advised her to send a letter explaining the situation. Chiasson stated on October 12, 2017, she was convicted of misdemeanor theft in Overland Park, Kansas for trying to steal a filing cabinet. She stated she was fined \$680, ordered to serve one year of probation and complete an online class on shoplifting. She stated “I have no history of legal charges, aside from two speeding tickets. This behavior is completely out of character for me and I have sought treatment from a psychologist and psychiatrist to understand what caused this behavior.” She stated her psychiatrist has “supported me in continuing to work.”

6. A review of Chiasson’s Kansas municipal convictions reveals:

- a. On or about October 12, 2017, Chiasson pled guilty to Theft, first offense in the Municipal Court of Overland Park, Kansas, case number CR-2017-0509700. The Court sentenced Chiasson to 90 days in jail but fines and costs but suspended the imposition of the jail sentence and placed her on one year of probation. The Court ordered her to not return to any Container Store in Overland Park.
  - b. On or about August 14, 2018, Chiasson pled guilty to Theft in the Municipal Court of Leawood, Kansas, case number 2018-MD-125962. The Court sentenced Chiasson to 90 days in jail but imposed no days and placed Chiasson on one year of probation. The Court ordered an evaluation within 90 days for Shoplifting and ordered Chiasson not to return to Town Center Property, including specifically Brighton Collectibles.
7. On or about March 22, 2018, Chiasson appeared before the Committee. Chiasson testified:
- a. She went to the Container Store and attempted to take a filing cabinet. She testified that she “just walked out with it.” She testified that “I was not thinking.”
  - b. She testified that she had been dealing with depression and anxiety and was working to understand where that behavior (shoplifting) came from.”
  - c. She testified that she was arrested and her attorney negotiated a deal where she was placed on one year of probation. She testified that she had to take an online shoplifting course and submit to random urinalysis tests. She stated she meets with her probation officer monthly.
  - d. Chiasson testified that she previously had another theft charge in Lee’s Summit, Missouri, when she “took some items from a grocery store” in 2016. She stated

the case was dismissed because she completed diversion, including a different shoplifting education course.

- e. Chiasson testified that the courses helped her learn about “what triggers there are for shoplifting” and implications for the public. She also testified she learned about the implications to her and ways to prevent it from happening again.
- f. Chiasson testified about her treatment with both a psychologist and psychiatrist for her depression and anxiety. She testified that her psychologist has been “very helpful in helping me to understand what the triggers are and how to avoid them in the future.” She testified that to avoid them, she’s “not going to any stores, not even grocery shopping.”
- g. Chiasson testified that when she wrote the letter of November 26, 2017, stating she had no other legal charges, she did not know about the charges in Lee’s Summit, Missouri, because she did not know there was a warrant out for her arrest because she was never notified of the charges. She testified that no one every approached her about the Lee’s Summit charges and she “guessed” she was identified on video camera or they “had someone following me[.]”
- h. Chiasson testified that she was aware she was shop lifting at the grocery store in Lee’s Summit, Missouri, but it was “related to the depression and anxiety and I was not making a good choice at that time[.] I took food items and then paper goods and maybe a magazine or something” and walked out of the store without going through the checkout line, got in her car and drove away.
- i. Chiasson testified that she had shoplifted before the two incidents identified herein “starting in 2016 on and off.” Chiasson testified it had happened “probably

more than ten” times but less than twenty. She testified that when she shoplifted she “wasn’t thinking clearly about the consequences of my actions and why I was doing it.”

8. Therefore, as a result of Chiasson’s conduct, as set forth in paragraphs 3 through 7 above, cause exists for the Committee to discipline Chiasson’s psychology license under § 337.035.2(5) and (13), RSMo.

9. 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;

...

(13) Violation of any professional trust or confidence[.]

## **Part II.**

### **Joint Agreed Disciplinary Order**

10. 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.

11. Chiasson's license to practice psychology, License No. 2012027895, is hereby placed on PROBATION for a period of five (5) years ("discipline period"). During the discipline period, Licensee shall comply with all of the terms and conditions set forth herein:

I. SPECIFIC REQUIREMENTS

A. TREATMENT REQUIREMENTS

1. Licensee shall continue treatment with her treating psychiatrist and treating psychologist during the discipline period. Licensee shall continue treatment with each provider according to the frequency of sessions recommended by each provider. The treatment modality or plan shall reflect issues and themes that led to this Settlement Agreement, as detailed in the Findings of Fact above.
2. In the event the treating psychiatrist or psychologist become unable or decide not to continue serving in her/his capacity as the treating psychiatrist and treating psychologist during the disciplinary period, Licensee shall:
  - a. Within three (3) business days of being notified of the monitoring psychologist's inability or decision not to continue serving as the monitoring psychologist, advise the State Committee of Psychologists in writing that he/she is needing to secure a monitoring psychologist and the reason for such change; and
  - b. Within twenty (20) business days of being notified of the monitoring psychologist's inability or decision not to continue serving as the monitoring psychologist, or otherwise learning of the need to secure a monitoring psychologist, secure a monitoring psychologist pursuant to and in accordance with the terms and conditions set forth in this agreement. After twenty (20) business days, the Licensee shall not practice if he or she has not secured a monitoring psychologist.
3. Licensee's treating psychiatrist and treating psychologist must report at least once every quarter to the State Committee of Psychologists on Licensee's progress. Reports from all treating professionals must be received before March 1, June 1, September 1 and December 1 of each year. It is Licensee's responsibility to ensure that these reports are provided in a timely manner.
4. Additionally, Licensee's treating psychologist shall provide the State Committee of Psychologists his or her professional opinion regarding Licensee's fitness to practice psychology along with any data supporting that opinion. Licensee's treating psychologist shall provide this opinion and data to the State Committee of Psychologists within thirty (30) days of the effective

date of this Settlement Agreement. It is Licensee's responsibility to ensure that this fitness for practice information is provided in a timely manner.

## B. PROFESSIONAL REPORTING REQUIREMENTS

1. During the discipline period, Licensee shall report to the State Committee of Psychologists each occurrence of Licensee's being arrested or finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.
2. During the discipline period, Licensee must inform Licensee's employers, and all hospitals, institutions, and managed health care organizations with which Licensee is affiliated, that Licensee's work as a professional psychologist is under discipline by the State Committee of Psychologists. Licensee must display her license issued by the State Committee of Psychologists identifying "probation" during the disciplinary period.

## II. MONITORING REQUIREMENTS

- A. Licensee's practice as a professional psychologist shall be monitored on a quarterly basis by a psychologist approved by the State Committee of Psychologists. Within twenty (20) business days of the effective date of this agreement, licensee shall submit a list of no less than five (5) proposed psychologists to monitor licensee's practice as a professional psychologist. The Committee may approve a psychologist from this list or may require a second list of five (5) psychologists which the licensee shall submit within twenty (20) business days of the Committee's request. Monitoring is defined as one hour per week of individual, face-to-face discussions reviewing clinical issues, case management, other professional activities (e.g. self-management, ethical issues, self-monitoring, mental status, behavioral etc.) in a monitor's office or licensee's office. Any monitoring relate to the care of patients shall be with de-identified information and generalized such that no specific patient authorization or release is required. If Licensee has failed to secure a monitoring psychologist within twenty (20) days of the effective date of this settlement agreement, Licensee shall cease practicing psychology until a monitoring psychologist is secured. Licensee shall be responsible for any payment associated with the monitoring.
- B. In the event the monitoring psychologist becomes unable or decides not to continue serving in his/her capacity as a monitoring psychologist or otherwise ceases to serve as a monitoring psychologist during the period of probation, then the Licensee shall:
  1. Within three (3) business days of being notified of the monitoring psychologist's inability or decision not to continue serving as the monitoring psychologist, advise the State Committee of Psychologists in writing that he/she is needing to secure a monitoring psychologist and the reason for such change; and

2. Within twenty (20) business days of being notified of the monitoring psychologist's inability or decision not to continue serving as the monitoring psychologist, or otherwise learning of the need to secure a monitoring psychologist, secure a monitoring psychologist pursuant to and in accordance with the terms and conditions set forth in this agreement. After twenty (20) business days, the Licensee shall not practice if he or she has not secured a monitoring psychologist.
- C. Licensee's monitoring psychologist must report at least once every quarter on Licensee's compliance with this Agreement. Reports must be received before March 1, June 1, September 1 and December 1 of each year. It is Licensee's responsibility to ensure that these reports are provided in a timely manner.

### III. GENERAL TERMS OF DISCIPLINE

- A. During the aforementioned probation, Licensee shall be entitled to practice as a licensed psychologist subject to the terms and conditions set forth herein.
- B. During the discipline period, 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.
- C. During the discipline period, Licensee must keep the Committee apprised at all times, in writing, of Licensee's current home and work addresses and telephone numbers.
- D. During the discipline period, 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, including during any period of suspension.
- E. During the discipline period, 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.
- F. During the discipline period, Licensee must provide periodic reports of Licensee's compliance with this agreement every three (3) months to the Committee. Reports must be received before March 1, June 1, September 1, and December 1 of each year.
- G. During the discipline period, At Licensee's expense, Licensee must agree to meet with the Committee or its designees at reasonable intervals designated by the Committee or its designees and in the event of unannounced visits by the Committee or its designees.

H. Licensee shall submit, or effectuate the submission of, all reports to the State Committee of Psychologists, P.O. Box 1335, Jefferson City, Missouri 65102.

I. 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.

12. 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 Licensee of Chapter 337, RSMo, 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 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.

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. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, MO 65102.**

9. If Licensee has requested review, Licensee and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensee as allowed by law. If the Licensee does not submit the agreement to the Administrative Hearing Commission for determination, the agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director.

**Licensee**

**State Committee of Psychologists**

Melissa Chiasson, PhD 6/24/2019  
Melissa Chiasson, Ph.D. Date

Pamela Groose 7-1-2019  
Pamela Groose Date  
Executive Director



EFFECTIVE: July 16, 2019