

SETTLEMENT AGREEMENT BETWEEN  
THE STATE COMMITTEE OF PSYCHOLOGISTS  
AND JOHN KOSTORYZ, M.A.

John Kostoryz, M.A., ("Kostoryz" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Kostoryz's license as a psychologist (License No. 01191) 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 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 01191 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. John Kostoryz, M.A. is a natural person with a current address of 905 NW Ward Rd., Apt. 109, Lees Summit, Missouri. Licensee is licensed by the Committee as a psychologist, License No. 01191.

3. On or about September 16, 2022, the Committee received a complaint from Anita Hunter, Social Service Specialist, Missouri Department of Health and Senior Services (DHSS). The complaint alleged that DHSS was investigating a hotline call of abuse of a person, M.L., at Monterrey Park Rehabilitation in Independence, Missouri. The complaint identified Licensee as the perpetrator of the abuse. The complaint further alleged that M.L. was a former client of Licensee and suggested to M.L., at the Monterrey Park Rehabilitation home, that M.L. commit suicide by starvation and refusing to drink fluids.

4. On or about October 7, 2022, Licensee responded to the complaint, denying both that M.L. was a former client and that he suggested to M.L. that M.L. commit suicide. Licensee failed to provide his continuing education records as requested in the Committee's request for response to the complaint. Licensee also stated he would not correspond with the Committee any further as he was not renewing his license.

5. On or about October 11, 2022, Licensee provided a written response to the complaint. Licensee stated he was not M.L.'s boyfriend but M.L.'s fiancé. He stated went into detail about M.L.'s medical condition in response to the statement that she was not terminal. Licensee acknowledged that they discussed suicide but he did not try and convince her. Licensee stated M.L. was not capable of making her own decisions but that he changed her durable power of attorney to M.L.'s daughter. Licensee stated that he believed removing the DNR was a mistake considering her medical condition. Finally, Licensee stated he believes the hotline call was originated by M.L.'s daughter who is jealous of their relationship.

6. On or about October 18, 2022, Division of Professional Registration Central Investigative Unit, Investigator Kevan Lager spoke with the complainant. Ms. Hunter stated that the hotline report stated Licensee was reporting to be the boyfriend of M.L. and her durable

power of attorney. Ms. Hunter stated that the hotline report stated Licensee was emotionally abusing M.L. by suggesting she commit suicide by starvation and that Licensee was eating M.L.'s food. Ms. Hunter stated that M.L. has multiple health issues but was alert and oriented. Ms. Hunter stated that as part of the hotline investigation, she spoke with M.L. who confirmed that Licensee did suggest M.L. commit suicide by not eating or drinking but M.L. stated she never complied. M.L. also confirmed Licensee was her power of attorney at Licensee's suggestion and that M.L. had signed do not resuscitate (DNR) paperwork. M.L. informed Ms. Hunter that she withdrew that paperwork and changed her durable power of attorney. Ms. Hunter stated that M.L. did not confirm she had ever been a client of Licensee.

7. On or about October 19, 2022, Investigator Lager spoke with the Monterrey Park Administrator, Rebecca. Rebecca stated that M.L. arrived at Monterrey Park in April 2021 with Licensee identified as her durable power of attorney and with a DNR. Rebecca stated that M.L. is alert and oriented and makes her own decisions. She stated that Licensee visits daily and informs staff he was M.L.'s fiancé and former psychologist. Rebecca stated that a few months prior to the hotline call, Licensee reported he had terminal cancer, wanted to die before M.L., and suggested to M.L. that she commit suicide. Rebecca stated that staff observed Licensee eat M.L.'s food and sleep on the couch in the common area. Rebecca also stated that Licensee recently provided M.L. a prescription medication without the knowledge of the staff. Rebecca stated it caused M.L. to break out and that staff never transported M.L. to see the doctor that alleged wrote the prescription. Rebecca provided Investigator Lager with a letter from Licensee acknowledging obtaining the prescription and administering it to M.L.

8. On or about October 19, 2022, Investigator Lager met with M.L. M.L. stated she was confined to bed but was making her own decisions. M.L. acknowledged that she selected

Licensee as her power of attorney and that they'd met nine years ago at a CVS store. M.L. stated that she is 54 and Licensee is 80. M.L. stated that she does not mind if Licensee visits her and has helped her by buying her things and helping her daughter purchase a mobile home. M.L. stated that Licensee did suggest she could commit suicide by starving herself but she never did because she wants to see her family. M.L. stated she "believed it was inappropriate for [Licensee] to suggest suicide and she would never consider it." M.L. acknowledged that Licensee gave her some pills that Licensee stated would help her with a medical condition but she stopped taking them when she developed a rash on her throat. She stated she was not sure how Licensee obtained them because she'd not seen the doctor identified on the pills for quite some time.

9. On or about October 7, 2022, Investigator Lager met with Licensee. Licensee addressed the allegations but denied he did anything wrong and denied that he was M.L.'s psychologist. Licensee stated he would not cooperate with the Committee any further because he was not renewing his psychologist license due to his health.

10. On or about January 9, 2023, the Committee requested Licensee attend its March 22, 2023 meeting to discuss the complaint regarding M.L.

11. On or about February 3, 2023, Licensee provided his continuing education records to the Committee with a cover letter. In the letter Licensee stated he did not renew his psychology license and was no longer a licensed psychologist. Licensee stated he would not be attending the March 22, 2023 meeting as requested "or any other meetings nor will I be responding to any further correspondence."

12. Regulation 20 CSR 2235-5.030 states, in relevant part:

...

(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;

...

(15) Resolving Issues.

(C) Cooperating with the Committee. The psychologist shall cooperate with the State Committee of Psychologists by responding personally or through his/her attorney to inquiries.

13. Therefore, as a result of Kostoryz's failure to cooperate with the Committee, as set forth in paragraphs 3 through 11 above, cause exists for the Committee to discipline Kostoryz's psychology license for violations of 20 CSR 2235-5.030(13) and (15) under § 337.035.2(6), (13) and (15), RSMo.

14. 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:

....

(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

15. 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.

16. Kostoryz's license to practice psychology, License No. 01191, is hereby **VOLUNTARILY SURRENDERED AS REPORTABLE DISCIPLINE**. Licensee shall return all indicia of licensure to the Committee immediately.

17. The parties to this Agreement understand that the State Committee of Psychologists will maintain this Agreement as an open record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

18. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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.

19. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Committee, its respective 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,

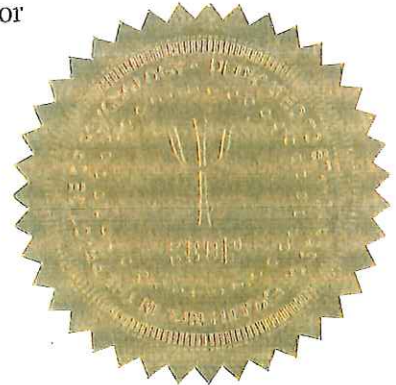
and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

Licensee

State Committee of Psychologists

John Kostorz, M.A. 11/18/2023  
John Kostorz, M.A. Date

Pamela Groose 12-4-2023  
Pamela Groose Date  
Executive Director



STATE COMMITTEE OF PSYCHOLOGISTS 15-DAY WAIVER ATTESTATION

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by the Administrative Hearing Commission pursuant to section 621.045, RSMc.

I attest that I understand that the Settlement Agreement to become effective upon the date the (board or committee)'s Executive Director signs the Settlement Agreement.

John Kostoryz

Printed Name

John Kostoryz

Signature

11/18/2023

Date