

**SETTLEMENT AGREEMENT  
BETWEEN THE STATE COMMITTEE OF PSYCHOLOGISTS  
AND  
ELLEN LEVITZ**

Ellen Levitz, Ph.D. ("Dr. Levitz") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Dr. Levitz's Missouri license as a psychologist is subject to discipline.

Pursuant to the terms of § 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 and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Dr. Levitz 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 witness 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 attorneys' fees incurred in defending an action against her license. Being aware of

these rights provided her by operation of law, Dr. Levitz knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement. Dr. Levitz further agrees to abide by the terms of this Agreement as they pertain to her.

Dr. Levitz acknowledges that she has received a copy of the Complaint filed by the Committee at the Administrative Hearing Commission, Case Number 17-0034. For the purpose of settling their dispute, Dr. Levitz and the Committee agree that Dr. Levitz's license, number 01626, is the subject of a disciplinary action by the Committee in accordance with provisions of Chapters 621 and 337, RSMo.

The parties stipulate that this settlement agreed to by the Committee and Dr. Levitz is based solely on the facts set forth herein.

### **Joint Agreed Findings of Fact**

1. The Committee is an agency of the state of Missouri created and established pursuant to § 337.050, RSMo, for the purpose of upholding and carrying out the provisions of §§ 337.010-.093, RSMo, relating to psychologists.

2. Licensee, Dr. Levitz, is licensed by the Committee as a psychologist, license number 01626 ("License"). Dr. Levitz's License was originally issued on November 22, 1993. Dr. Levitz's License has remained current and active at all times since its initial issuance.

3. At all times relevant herein, Dr. Levitz provided professional psychological services in St. Louis, Missouri as a psychologist licensed by the Committee.

4. On or about August 9, 2011, Dr. Levitz entered into a mutually agreed-upon professional relationship with client M.S.<sup>1</sup> for the purpose of M.S. receiving psychological services from Dr. Levitz.

5. Between August, 2011, and approximately March 23, 2015, M.S. was seen by Dr. Levitz for approximately 236 documented sessions for professional psychological services. An unknown number of additional sessions occurred that were not documented by Dr. Levitz.

6. Dr. Levitz had a relationship of professional trust and confidence with M.S., in that M.S. relied upon Dr. Levitz as a licensed psychologist to maintain professional boundaries and provide services in accordance with the statutes and regulations governing the practice of psychology.

7. Between August, 2011, and March, 2015, Dr. Levitz developed a personal relationship with M.S. in addition to their psychologist/client relationship.

8. During the course of the professional relationship, Dr. Levitz became aware that professional boundaries had been violated and that she had developed multiple relationships with M.S.

9. Dr. Levitz failed to refer M.S. to another therapist after becoming aware that multiple relationships had developed that could reasonably be expected to impair Dr. Levitz's objectivity or competency in treating M.S.

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<sup>1</sup> To protect the client's privacy, the client referenced herein is referred to by the initials M.S.

## Conclusions of Law

1. The conduct as described herein violates 20 C.S.R. 2235-5.030(4),

Maintenance and Retention of Records, which provides in relevant part:

(A) The psychologist rendering professional individual services to a client (or a dependent), or services billed to a third party payer, shall maintain professional records. . . :

...

14. Entries in the records must be made within ten (10) days following each consultation or rendition of service. Entries that are made after the date of service must indicate the date entries are made, as well as the date of service.

(B) To meet the requirements of these rules, but not necessarily for other legal purposes, the psychologist shall assure that all data entries in the professional records are maintained for a period of not fewer than five (5) years after the last date of service rendered, or not less than the time required by other regulations, if that is longer.

2. The conduct as described herein violates 20 C.S.R. 2235-5.030(6),

Multiple Relationships, which provides in relevant part:

(B) Multiple Relationship Affecting Psychologist's Judgment. The psychologist shall not undertake or continue a professional relationship with a client when the objectivity or competency of the psychologist is, or could reasonably be expected to be impaired because of the psychologist's present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative or legal relationship with the client or a relevant person associated with or related to the client. If a dual relationship develops or is discovered after the professional relationship has been initiated, the psychologist shall terminate the professional relationship in an appropriate manner, shall notify the client in

writing of this termination and shall assist the client in obtaining services from another professional.

3. The conduct as described herein violates 20 C.S.R. 2235-5.030(7), Client Welfare, which provides in relevant part:

(E) Sexual or other Multiple Relations With a Client. The psychologist shall not enter into a sexual or other multiple relationship with a client, as specified in subsections (6)(B) and (C) of these ethical rules of conduct.

4. The conduct as described herein violates 20 C.S.R. 2235-5.030(13), Violations of Law, which provides in relevant part:

(A) Violations of Applicable Statutes. The psychologist shall not violate any applicable statute or administrative rule regarding the practice of psychology.

5. The conduct as described herein violates provisions of Chapter 337, RSMo, and lawful rules and regulations adopted pursuant to Chapter 337.

6. The conduct as described herein violates the trust and confidence that M.S. placed in her relationship with Dr. Levitz as a licensed psychologist to maintain professional boundaries and provide services in accordance with the statutes and regulations governing the practice of psychology.

7. The conduct as described herein constitutes unethical conduct as defined in 20 C.S.R. 2235-5.030(1)(D), the "Ethical Rules of Conduct," adopted by the Committee and filed with the Secretary of State.

8. The conduct as described herein constitutes unprofessional conduct and is sufficient reason for disciplinary action pursuant to 20 C.S.R. 2235-5.030(1)

of the Ethical Rules of Conduct, entitled General Principles, which provides in relevant part:

(D) Violations. A violation of these ethical rules of conduct constitutes unprofessional conduct and is sufficient reason for disciplinary action or denial of either original licensure, reinstatement or renewal of licensure.

9. The conduct as described herein constitutes grounds for discipline pursuant to § 337.035.2, RSMo, which states in 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 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, 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;

...

(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.

## Joint Agreed Settlement

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the resolution of this matter between Dr. Levitz and the Committee:

### I. Surrender in Lieu of Discipline

1. Dr. Levitz agrees, by no later than the end of business on June 30, 2017, in lieu of formal disciplinary action, to surrender to the Committee her License to practice psychology in the state of Missouri under the terms and conditions set forth herein.

2. Prior to the surrender of her License, Dr. Levitz shall complete the winding down of her psychology practice in a manner consistent with the regulations and standards of practice governing the practice of psychology in Missouri.

3. Dr. Levitz understands that this Agreement will be reported by the Committee to the National Practitioners Data Bank as an action in lieu of discipline.

4. Dr. Levitz understands that by surrendering her License pursuant to this Agreement, her License ceases to exist, and should she seek licensure as a psychologist in the state of Missouri in the future, she must meet the licensure requirements under the laws in effect at the time of such application.

5. Dr. Levitz understands that after surrendering her License, if she applies for licensure as a psychologist in the state of Missouri in the future, all

information gathered by the Committee prior to this surrender concerning any alleged violations of Chapter 337, RSMo, and/or any discipline pending against her License, whether in Missouri or another state, may be considered in the Committee's decision of whether to grant a new license.

6. Within 10 days after Dr. Levitz's surrender of her License, Dr. Levitz shall return all indicia of Missouri licensure to the Committee.

7. Within 30 days after the surrender of Dr. Levitz's License, the Committee agrees to dismiss its Complaint pending against Dr. Levitz at the Administrative Hearing Commission, Case Number 17-0034. However, if Dr. Levitz fails to surrender her License as set forth herein, the Committee may proceed with its disciplinary case before the Administrative Hearing Commission. All statutes of limitations pertaining to the disciplinary case shall be tolled pending completion of the surrender as set forth herein.

8. 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.

## **II. Waiver and Release**

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

10. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recitals. Except as otherwise contained herein, neither this 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.

11. Dr. Levitz hereby waives and releases the Committee, 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 Title 42 U.S.C. § 1983, which may be based upon, arising out of, or relating 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.

12. This Agreement becomes effective immediately upon signing by the Executive Director of the Committee.

LICENSEE

Ellen Levitz  
Ellen Levitz, Ph.D.

STATE COMMITTEE  
OF PSYCHOLOGISTS

Pamela Groose  
Pamela Groose  
Executive Director,  
State Committee of Psychologists

Date: 5/22/17

Date: 6/12/2017

