

SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE OF PSYCHOLOGISTS
AND SHAWNA LYONFIELDS

Shawna Lyonfields ("Lyonfields" or "Licensee") and the State Committee of Psychologists ("Committee") enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license as a psychologist (License No. 2003005719) 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.¹ 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

¹ 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 2003005719, 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. Lyonfields is a natural person with a current address of 958 Somerfor Place, St. Louis, Missouri. Licensee is licensed by the Committee as a psychologist, license number 2003005719. Licensee's license was, at all relevant times herein, current and active.

3. In August 2018, the Committee received two complaints alleging ethical violations in conjunction with the Licensee's struggles with alcohol and self-harm ideations. The complaints alleged Licensee was allowing her consumption of alcohol to interfere with her work and her interactions with clients and co-workers. General allegations included Licensee's unexplained absenteeism at work, Licensee writing reports for clients while intoxicated, sending business emails to staff while intoxicated, delivering reports to clients while intoxicated, interpreting data, talking on the telephone regarding business matters and recommending people for hire, all while intoxicated. Some specific allegations contained within the complaints were as follows:

- In 2017, Licensee allowed an unlicensed employee, Caitlin Breuer, edit and re-write psychological assessments and reports that bore Licensee's signature.
- In early 2018, Licensee reported suicidal ideations on several occasions to Office Manager Laurie Faith.
- In January of 2018, Licensee sent business emails to Caitlin Breuer while intoxicated.
- In January of 2018, Licensee delivered reports to clients that contained significant errors and omissions and were suggested to have been completed by Licensee while she was intoxicated.
- On or about June 8, 2018, Licensee expressed suicidal ideations to co-worker Dr. Jason Murphy.
- On or about June 14 -18, 2018, Licensee was hospitalized after reporting self-harm and suicidal ideations.

4. On June 6, 2019, Licensee appeared before the Committee to address questions regarding the complaint. Based upon the Licensee's answers to the Committee's question during her appearance before the Committee, the Committee's review of the complaints and the interviews of Licensee and Licensee's work associates as reflected in the Investigative Report compiled during the complaint investigation process, the Committee requested Licensee undergo a comprehensive neuropsychological assessment.

5. A neuropsychological assessment performed by Dr. Andrew R. Menatti, on or about January 1, 2020 through March 5, 2020, concluded that Licensee's alcohol binge episodes appeared to be uncontrolled with the likelihood of future binge episodes to be considered high. Dr. Menatti determined in his report, that based upon the information presented to him during the assessment, it was his opinion that Licensee "does not possess the psychological fitness to work as a licensed psychologist".

6. Regulation 20 CSR 2235-5.030, regarding ethical rules of conduct, state in relevant part:

(1) General Principles.

(A) Purpose. The ethical rules of conduct constitute the standards against which the required professional conduct of a psychologist is measured.

(B) Scope. The psychologist shall be governed by these ethical rules of conduct Whenever providing psychological services in any context. These ethical rules of conduct shall apply to the conduct of all licensees and applicants, including the applicant's conduct during the period of education, training and employment which is required for licensure. The term psychologist, as used within these ethical rules of conduct, shall be interpreted accordingly whenever psychological services are being provided in any context.

(C) Responsibility for Own Actions. The psychologist, when functioning as a licensed psychologist, shall be fully responsible for his/her own professional decisions and professional actions.

(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.

...

(6) Multiple Relationships.

(A) Impaired Psychologist. The psychologist shall not undertake or continue a professional relationship with a client when the competency of the psychologist, is or could reasonably be expected to be impaired due to mental, emotional, physiologic, pharmacologic or substance abuse conditions. If a condition develops after a professional relationship has been initiated, the psychologist shall terminate the relationship in an appropriate manner, shall notify the client in writing of the termination and shall assist the client in obtaining services from another professional.

...

(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.

7. Therefore, as a result of Licensee's conduct, such as set forth in paragraph 3 through 5 above, cause exists for the Committee to discipline Licensee's psychology license under § 337.035.2(1), RSMo.

8. 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:

(1) Use of any controlled substance, as defined in [chapter 195](#), or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

(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;

(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

9. 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.

10. Licensee's license to practice psychology, License No. 2003005719, is hereby placed on **PROBATION** for a period of three (3) years ("discipline period"). During the discipline period, Licensee shall be entitled to practice as a licensed psychologist subject to the terms and conditions set forth herein:

I. SPECIFIC REQUIREMENTS

A. REQUIREMENTS FOR MANDATED MONITORING OF PRACTICE

The purpose of monitored practice is to provide oversight of the professional practices by a monitor in various daily activities including, but not limited to, record keeping, billing, or substance use.

The objectives of monitoring include, but are not limited to:

- i. Helping supervisees develop and implement a plan to minimize the likelihood of further violations;
- ii. Recognizing events, circumstances, and subjective experiences that may put a practitioner at risk of further violations; and

- ii. Examining actual and potential impacts of such violations on all others.

The client of the monitoring psychologist is NOT the Licensee being monitored but the regulatory authority and the monitor is ultimately accountable to the regulatory authority.

1. Licensee's practice as a professional psychologist shall be monitored by a psychologist approved by the Committee. Within twenty business days of the effective date of this agreement, Licensee shall submit a list of no more than five 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 psychologists which Licensee shall submit within twenty business days of the Committee's request. If Licensee has failed to secure a monitoring psychologist within twenty business days from the effective date of the disciplinary order, Licensee shall cease practicing psychology until a monitoring psychologist is secured. Monitoring is defined as one hour per week of individual face-to-face discussions reviewing clinical issues, case management, billing, record-keeping, or other professional activities including informed consent related to financial arrangements with clients. Licensee shall be responsible for any payment associated with monitoring.

Monitor qualifications:

- a. The proposed candidates for monitor must be licensed at the doctoral level and eligible for independent practice.
- b. Monitors must abide by the ethical requirements and law of Missouri.
- c. Monitors must have knowledge of relevant theory and scientific literature related to monitoring as well as current training, knowledge and skill in providing competent monitoring.
- d. Monitors must have the training, knowledge, skill and experience in the Licensee's area of practice to effectively monitor all areas identified by the Committee or the monitor.
- e. Monitors must disclose any previous relationship with the Licensee and maintain professional boundaries.

Requirements of monitoring:

- a. The monitor must ensure the Licensee's duties and services are consistent with competent practice and meet the requirements of the disciplinary order.
- b. The monitor must ensure that the Licensee informs his/her clients/patients of the monitoring and obtains informed consent.
- c. The monitor must generate and maintain records of monitoring and abide by reporting requirements of the disciplinary order in a timely manner. Failure to do so could result in seeking discipline of the monitor's license.
- d. The supervisor shall notify the Committee of any issues promptly to allow for amendment to the parameters of supervision.

Monitoring Contract:

- a. The monitor and Licensee shall enter into a contract which shall be reviewed, approved and signed by the Committee or its designee.
- b. The monitoring contract shall include:
 - i. General information including, but not limited to, the duration of monitoring, length and frequency of monitoring sessions, details of payment for monitoring, and the goals and objectives of monitoring.
 - ii. Job duties and responsibilities of the Licensee.
 - iii. Job duties and responsibilities of the monitor.
 - iv. Resolving differences between the monitor and Licensee.
 - vi. Requirements for informed consent.
 - vii. Grounds for termination of monitoring.

2. In the event the monitoring psychologist becomes unable or unwilling to serve 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:

- a. Within three business days of being notified of the monitoring psychologist's inability or decision not to continue serving as the monitoring psychologist, advise the Committee in writing that Licensee is needing to secure a monitoring psychologist and the reason for such change; and
 - b. Within 20 business days of being notified of the monitoring psychologist's inability or unwillingness 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 Order.
3. In any professional activities in which Licensee is involved, all individuals whom Licensee treats, evaluates, consults, or provides services must agree to allow their treatment records to be reviewed by the Committee or its representatives if appropriate and required by the disciplinary order.
 4. Licensee's monitoring psychologist must report at least once every three months on Licensee's compliance with the terms of discipline in the disciplinary order throughout the disciplinary period. Reports must be received before March 1, June 1, September 1 and December 1 of each year of the disciplinary period. It is Licensee's responsibility to ensure that these reports are provided to the Committee in a timely manner.
 - a. The monitoring agreement must include a statement whether or not the monitoring psychologist's reports can be shared with the Licensee.
 - b. The monitor's reports should include a review of the process of monitoring, the dates and times of monitoring, status of the goals of monitoring and how Licensee is meeting the goals, and a recommendation on the continuation of monitoring.

B. REQUIREMENTS REGARDING CHEMICAL DEPENDENCY EVALUATION, TREATMENT AND REHABILITATION

Required Terms

1. At Licensee's expense, Licensee must undergo an evaluation to assess current functioning and effects of such functioning on Licensee's ability to practice, conducted by a psychologist approved by the Committee. Within twenty (20) business days of the effective date of the Agreement, Licensee shall submit a list of no less than five (5) proposed psychologists to conduct the evaluation. 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) days of the Committee's request. The Licensee must begin the evaluation within thirty (30) days of the Committee's approval. The Licensee must immediately notify the Committee, in writing, of the state date of the evaluation.

2. The written evaluation must be submitted by the evaluating psychologist to the Committee within thirty (30) days of the evaluation being initiated. It shall be Licensee's responsibility to ensure that the evaluation is submitted by the evaluating psychologist to the Committee.

3. The evaluating psychologist shall be released to discuss the purpose and methods of the evaluation with a representative of the Committee prior to performing the evaluation. The evaluation will be pursuant to consultation with the Committee. While Licensee will pay for the evaluation, the evaluating psychologist will work on behalf of the Committee.

4. Licensee shall abide by the recommendations of the evaluating psychologist set forth in the psychological evaluation. Licensee shall engage in all psychological testing, evaluation, supervision, therapy or other treatment recommended. If therapy is deemed appropriate, the treating psychologist must be different from the psychologist performing the evaluation and must be approved by the Committee. Licensee shall commence any recommended therapy or treatment within twenty (20) days of the evaluation completion date.

5. If therapy is deemed appropriate, it must be continued according to the frequency of sessions recommended by the evaluating psychologist. The treatment modality or plan shall reflect issues and themes recommended by the evaluating psychologist as well as any additional treatment goals. Ongoing treatment and documentation should address the evaluating psychologist's recommendation.

6. In the event the treating psychologist becomes unable or decides not to continue serving in his/her capacity as a treating psychologist or otherwise ceases to serve as a treating psychologist during the disciplinary period, then, the Licensee shall:

a. Within three (3) business days of being notified of the treating psychologist's inability or decision not to continue serving as the treating psychologist, or otherwise learning of the need to secure a treating psychologist, advise the Committee in writing that he/she is needing to secure a treating psychologist and the reasons for such change; and

b. Within twenty (20) business days of being notified of the treating psychologist's inability or decision not to continue serving as the treating psychologist, or otherwise learning of the need to secure a treating psychologist, secure a treating psychologist pursuant to and in accordance with the terms and conditions set forth in the Agreement.

7. Licensee's treating psychologist must report every month to the Committee on Licensee's progress. It is Licensee's responsibility to ensure that these reports are provided in a timely manner.
8. Licensee must give the Committee, or its representative, permission to review Licensee's personal treatment and/or medical records.
9. Licensee must abstain from use of controlled substances/alcohol not pursuant to a valid prescription or in excess of a valid prescription. Licensee must comply with unannounced periodic screens of Licensee's blood or urine at Licensee's expense.
10. In any professional activities in which Licensee is involved, all individuals whom Licensee treats, evaluates, or provides services, must allow their treatment records to be reviewed by the Committee or its representatives.
11. Licensee may not work in settings that increase the risk of substance abuse such as medical programs dispensing controlled substances. Licensee's work setting must be approved by the Committee.
12. Licensee must inform Licensee's clients/patients, employers, and all hospitals, institutions, and managed health care organizations which Licensee is affiliated, that Licensee's work as a professional psychologist is under probation with the Committee. Further, Licensee must obtain written verification that each individual Licensee treats, evaluates or consults has been informed.
13. Licensee shall attend weekly counseling psychotherapy to address problems associated with substance abuse and participate in a recognized structured recovery program (e.g.: Alcoholics Anonymous), focused on alcohol abuse and maintenance of sobriety. The counseling and recovery programs shall be subject to Committee approval. It will be Licensee's responsibility to provide material verifying Licensee's attendance.

II. GENERAL TERMS OF DISCIPLINE

A. During the period of PROBATION, Licensee shall be entitled to practice as a licensed psychologist subject to the terms and conditions contained in the Agreement.

- B. During the period of PROBATION, Licensee may not serve as a supervisor for any psychological trainee, intern, resident, assistant, or anyone undergoing supervision during the course of obtaining licensure as a psychologist, professional counselor, social worker, or marital and family therapist.
- C. During the period of PROBATION, Licensee must keep the Committee apprised at all times, in writing, of Licensee's current home and work addresses, telephone number(s), and e-mail address(es), if available.
- D. During the period of PROBATION, Licensee must pay to the Committee, in a timely fashion, all fees required by law to renew and keep Licensee's license current and active. Alternatively, Licensee may surrender Licensee's psychology license by submitting a Surrender of Licensure Rights and Privileges form to the Committee along with all indicia of licensure. If Licensee applies for a psychologist license after surrender, Licensee shall be required to requalify as if an original applicant.
- E. During the period of PROBATION, Licensee shall comply with all provisions of Chapter 337, RSMo, regulations promulgated thereunder and all state and federal laws.
- F. During the period of PROBATION, Licensee shall provide the Committee periodic reports of Licensee's compliance with the Agreement every three months. The Committee shall receive the reports on or before March 1, June 1, September 1, and December 1 of each year of PROBATION.
- G. During the period of PROBATION, Licensee must agree to meet with the Committee or its designee at reasonable intervals designated by the Committee.
- H. During the period of PROBATION, Licensee shall submit or cause submission of all reports required by the Agreement to: State Committee of Psychologists, P.O. Box 1335, Jefferson City, MO 65102.
- I. Upon expiration of the PROBATION, Licensee's license as a psychologist in Missouri shall be fully restored.
- J. If the Committee determines that the Licensee has violated a term or condition of discipline, or has otherwise failed to comply with the provisions of Chapter 337, RSMo, which violation would be actionable in a proceeding before the Committee, the Administrative Hearing Commission or a Circuit Court, the Committee may elect to pursue any lawful remedies or procedures afforded it and is not bound by the Agreement and its selection of remedies concerning the violation.
- K. The 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.

L. The Settlement Agreement is the joint work product of the parties and in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

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

N. The terms of the Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither the 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.

O. Licensee hereby waives and releases the Committee, its members and any of its employees, agents, and attorneys, or, 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 related to any matters raised in this litigation, or from the negotiation or execution of the 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 of law deems the Settlement Agreement or any portion thereof void or unenforceable.

P. 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.

Q. 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 discipline the license of Licensee. If Licensee desires the Administrative Hearing Commission to review the Settlement Agreement, Licensee shall submit the request to: Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High Street, Jefferson City, Missouri, 65102.

R. If Licensee has requested review, Licensee and the Committee 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. Effect the date the Administrative Hearing Commission determines that the Settlement 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 Licensee does not submit the Settlement Agreement to the Administrative Hearing Commission for determination, the Settlement Agreement shall become effective fifteen (15) days following the signature of the Committee's Executive Director.

Licensee

State Committee of Psychologists

Shawna Lyonfields 10/5/20
Date

Pamela Groose 10-8-2020
Pamela Groose Date
Executive Director

EFFECTIVE: October 23, 2020

