

BEFORE THE IOWA BOARD OF
PSYCHOLOGY EXAMINERS

IN THE MATTER OF:)	CASE NUMBERS: 03-010,
)	03-011
)	
SUSAN MARIE GUENTHER,)	SETTLEMENT AGREEMENT
Ph.D.)	AND FINAL ORDER
License No. 301-00502.)	

COME NOW the Board of Psychology Examiners of the State of Iowa ("Board") and Susan Marie Guenther ("Respondent"), and pursuant to Iowa Code sections 17A.10 and 272C.3(4), enter into the following Settlement Agreement and Final Order of the contested case currently on file against the Respondent:

1. The Respondent was originally licensed to practice as a psychologist in the State of Iowa on November 18, 1985, and holds license number 301-00502.
2. A Statement of Charges was filed against the Respondent on November 12, 2004. A contested case hearing in this matter is scheduled for November 7, 2005.
3. The Board has jurisdiction over the parties and subject matter of the Statement of Charges.
4. Execution of this Settlement Agreement and Final Order constitutes the resolution of this contested case. Respondent has a right to a hearing on the charges, but waives the right to hearing and all attendant rights, including the right to appeal, by freely and voluntarily agreeing to this Settlement Agreement and Final Order.
5. Respondent is freely and voluntarily entering into this Settlement Agreement and Final Order, and agrees that the State's counsel may present this Agreement to the Board.

6. This Agreement is subject to approval of the Board. If the Board approves this Agreement, it becomes the final disposition of this matter. If the Board fails to approve this Agreement, it shall be of no force or effect to either party.

7. In the event Respondent violates or fails to comply with any of the terms of this Settlement Agreement and Final Order, the Board may initiate appropriate action to revoke or suspend Respondent's license or to impose other licensee discipline in accordance with Iowa Code section 272C.3(2)(a).

8. This Settlement Agreement and Final Order as well as the Statement of Charges are public records available for inspection and copying in accordance with the requirements of Iowa Code Chapter 22.

9. The Board's approval of this Agreement shall constitute a FINAL ORDER of the Board.

IT IS THEREFORE ORDERED:

10. **Evaluation.** Within sixty (60) days of the execution of this Agreement, Respondent shall submit to a comprehensive evaluation by Gary Schoener, M.Eq., 2421 Chicago Avenue South, Minneapolis, Minnesota, 55404, telephone (612) 870-0565. The evaluation shall include a review of written materials identified in paragraph A, below, a personal interview with the Respondent, and any testing or other interviews deemed necessary by Mr. Schoener. Respondent is responsible for all costs associated with this evaluation.

A. Prior to the evaluation, Mr. Schoener shall be provided with the Statement of Charges, the Settlement Agreement, and the investigative file from this contested case.

B. Mr. Schoener shall forward directly to the Board and to the Respondent an evaluation report which shall include a recommendation as to whether any restrictions or limitations should be imposed on Respondent's practice in addition to those contained in this Agreement and any other recommendations deemed relevant by Mr. Schoener.

C. The Respondent shall comply with the recommendations of Mr. Schoener contained in the evaluation report. If the Respondent refuses to comply with the recommendations of Mr. Schoener, she shall immediately advise the Board as to which recommendations she will not comply with and an explanation as to her reasoning. Following review of Mr. Schoener's recommendations and the explanation of Respondent, the Board may elect to declare this Settlement Agreement null and void and may re-file the November 12, 2004, Statement of Charges against Respondent and proceed to a contested case hearing.

D. The Respondent shall sign a release which enables to the Board to receive a copy of Mr. Schoener's evaluation report and to be informed of whether Respondent has complied with any recommendation by Mr. Schoener.

11. **Patient Transfer.** Respondent acknowledges that the patient who was the subject of the complaint that initiated the investigation by the Board in this case has entered into treatment with a licensed social worker. Respondent may maintain a professional relationship with this patient only as long as the patient continues in the care of the licensed social worker or other licensed professional.

12. **Bartering Agreements.** Bartering agreements for goods and/or services with patients shall be used by Respondent only if not contraindicated, if not exploitative to the patient and when in the best interest of the patient.

A. Documentation. From the date of this Agreement and forward, Respondent shall document bartering arrangements for goods and/or services provided to the Respondent by her patients in exchange for psychological services. Documentation for all current bartering agreements and all future bartering agreements shall be in writing and shall include: (i) a description of the goods and/or services and the credit against professional services provided in return in terms that disclose the per item or per hour value; (ii) analysis of the rationale for entering into a bartering agreement; (iii) analysis addressing why a bartering agreement is not contraindicated; and (iv) analysis addressing why a bartering agreement is not exploitative. Documentation on any new bartering agreements must be in compliance with the terms of this Settlement Agreement from the effective date of this Settlement Agreement forward.

Documentation for the last two years on any previous bartering agreements and documentation of past bartering done under current bartering agreements shall be supplemented to comply with the terms of this Settlement Agreement within thirty (30) days of the effective date of this Settlement Agreement.

B. Restrictions. Respondent is permanently restricted from entering into any bartering agreements with patients for services that are personal or are performed inside the private areas of her residence / office. Services that are personal include, but are not limited to, laundry, housework, and grocery shopping. This prohibition does not exclude services including painting, yard work, preparation for workshops, assisting

with mailings and services of a similar nature. Respondent shall take all reasonable steps to insure that any bartering services performed in the work areas of her residence / office do not allow a patient access to confidential information.

13. **Multiple Relationships.** Multiple relationships, in which the Respondent assumes another role in addition to therapist, are prohibited when the relationship could reasonably be expected to impair the Respondent's objectivity, competence, or effectiveness in performing the functions of a psychologist or otherwise risks exploitation or harm to the person with whom the professional relationship exists.

A. Activities. The Respondent shall not engage in any activities with patients outside the office without a therapeutic purpose for engaging in such activity. The Respondent shall document the rationale for the activity and an analysis addressing why the activity would not reasonably be expected to cause impairment or risk exploitation or harm to the patient. This restriction does not prohibit incidental encounters with patients in settings outside the office.

B. Support Groups. In all support groups, including twelve step meetings, which the Respondent attends and at which the Respondent is or becomes aware that a patient is also in attendance, the Respondent shall refrain from self-disclosure or other participation that would be adverse to the best interests of her patient.

14. **Access to Documentation and Patient Records.** On request by the Board, Respondent shall provide a list of the names of all patients with whom the Respondent has or has had a bartering agreement or a multiple relationship within two years prior to the date of this Agreement. On request by the Board, the Respondent shall furnish the Board with copies of all bartering agreements. On presentation of

patient waivers or on presentation of a valid subpoena, the Respondent shall furnish the Board with copies of patient records.

15. **Personal Appearances.** The Respondent shall make a personal appearance before the Board or a Board committee upon request. The Respondent shall be given reasonable notice of the date, time, and place for appearance. By participating in the Board or Committee appearance, Respondent waives any objection to a Board member both participating in the appearance and later participating as a decision maker in any contested case proceeding.

16. **Compliance with Relevant Law.** The Respondent shall obey all federal and state statutes and administrative regulations governing the practice of psychology and shall comply with the Ethical Principles of Psychologists and Code of Conduct dated 2002.

17. **Out of State Practice.** In the event Respondent leaves Iowa to reside or practice psychology outside the state, Respondent shall notify the Board in writing of the dates of departure and return.

This Settlement Agreement and Final Order is approved by the board on November 17, 2005.