

State of New Hampshire
Board of Licensing for Alcohol and Other Drug Use Professionals
Concord, New Hampshire 03301

In the Matter of:
Allison B. Tuttle, LADC
License No.: 0964
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and addiction services, the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals (“Board”) and Allison Tuttle, LADC (“Mr. Robinson” or “Respondent”), a licensed alcohol and drug counselor, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 330-C:27, 330-C:28, and 330-C:29, and Licensing for Alcohol and Other Drug Use Professionals Administrative Rule (“Alc”) 203 and 208, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed alcohol and drug counselors. Pursuant to RSA 330-C:28, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as a licensed alcohol and drug counselor in the State of New Hampshire on August 13, 2015. Respondent holds license number 0964. Respondent currently practices as a licensed alcohol and drug counselor in Portsmouth, New Hampshire.

3. On June 15, 2016, the Board received a complaint alleging that Respondent inappropriately informed a friend in the Drug Court Program that during a regularly scheduled Team Meeting his name was discussed as potentially having an improper relationship with another client of the program.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged misconduct.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct in violation of RSA 330-C:27, III, (a), Alc 502.01(b), and the NAADAC Code of Ethics, by the following facts:
 - A. Respondent was working as a licensed alcohol and drug counselor for the Intensive Outpatient Program for the Strafford County Drug Court Program ("Drug Court Program") when she discovered that someone she was friendly with (referred to herein by the fictitious name, "John Doe") was a client in the Drug Court Program.
 - B. Respondent and John Doe had been Facebook friends, but Respondent removed John Doe as a Facebook friend when she discovered that he was a client in the Drug Court Program.
 - C. During a closed door, private Team ("Staff") Meeting, Respondent discovered that staff had become aware that "John Doe" was involved with another client of the program. Such a personal relationship was prohibited. Respondent felt "obligated" to let "John Doe" know that the Team was talking about his

relationship with another client of the program because she did not want to see him terminated from the Drug Court Program and sent to prison.

- D. Accordingly, Respondent messaged “John Doe” and stated, “Just wanted to let you know to be careful out there. More talk about you and other drug court clients.” She added, “don’t mean to scare you just wanted to give you a heads up.” Respondent was aware that what she was doing was wrong because she followed up with a message to him in which explained that she was putting herself “on the line” and asked that he “delete” the messages she sent him.
- E. Respondent’s messages to “John Doe” were discovered by Drug Court Program staff during a search of his phone. Respondent’s employment was then terminated.
- F. Following her termination, Respondent reported her actions to the Board and acknowledged that her conduct constituted ethical violations.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-C:27, III, (a), Alc 502.01(b), and multiple provisions of the NAADAC Code of Ethics adopted by the Board.
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against her alcohol and drug counselor license in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-C:27, IV:

*N.H. Board of Licensing for Alcohol and Other Drug Use Professionals
In the matter of Allison B. Tuttle, LADC
Settlement Agreement*

- A. Respondent is censured.
- B. Respondent's license is placed on probation for a period of two (2) years from the effective date of this *Settlement Agreement*, and that during such time period she shall not be allowed to work in this State's Drug Court Program or for any other entity directly associated, or affiliated, with this State's Drug Court Program. Following the expiration of the said probation period, Respondent shall provide a copy of this *Settlement Agreement* to this State's Drug Court Program or to any other entity directly associated, or affiliated, with this State's Drug Court Program, if she applies for a position with such entities, so long as she is licensed by this Board.
- C. Respondent is required to meaningfully participate in twelve (12) hours of continuing education in the area of ethics. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- D. Respondent is assessed an administrative fine in the amount of \$2,000. Respondent shall pay this fine in 8 (eight) installments of \$250 each. The first payment shall be due within sixty (60) days of the effective date of this *Settlement Agreement*. The remaining payments shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank-check made payable to "Treasurer, State of New

Hampshire” and delivered to the Board’s office at 121 South Fruit Street, Concord, NH 03301.

- E. Respondent shall bear any costs required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- F. The Board may consider Respondent’s compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent’s license.
- G. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a licensed alcohol and drug counselor or work which requires education, training or a degree in addiction counseling or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials licensed alcohol and drug counselors, with which Respondent is presently affiliated.
- H. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a licensed alcohol and drug counselor or for work in any capacity which requires education, training or a degree in substance abuse counseling or directly or indirectly involves patient care, and to any agency or authority that licenses,

certifies or credentials substance abuse counselors, to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute a violation of an order issued by the board pursuant to RSA 330-C:27, III (a) and (c), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 9/29/16


Allison B. Tuttle, ~~LADC~~ LADC
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 10/13/2016


(Signature)
Carole A. Richardson
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/* Board members, recused:

