

**State of New Hampshire
Board of Mental Health Practice
Concord, New Hampshire 03301**

In the Matter of:
Laurene Allen, LICSW
No.: 963
(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 the mental health practice, the New Hampshire Board of Mental Health Practice (“Board”) and Laurene Allen, LICSW (“Ms. Allen” or “Respondent”), a licensed clinical social worker, licensed by the Board, 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-A:27, RSA 330-A:28; RSA 330-A:29; and Mental Health Practice Administrative Rule (“Mhp”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by mental health practitioners. Pursuant to RSA 330-A: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 clinical social worker in the State of New Hampshire on September 15, 2000. Respondent holds license number 963. Respondent has a private practice at Family Guidance Center located at 16 Elm Street, Milford, NH 03055.

3. On or about October of 2007, the Board received a complaint alleging that Ms. Allen failed to provide adequate supervision to a candidate for licensure and engaged in unethical billing practices.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's potential violation of the National Association of Social Workers' ("NASW") Code of Ethics Standards 2.01(a) and (c); 3.01(a); and 3.07(d).
5. Respondent agrees that if a disciplinary hearing were to take place, Hearing Counsel would present evidence upon which the Board could make a finding that violations of RSA 330-A:27, II (c); Mhp 501.02(a)(3) and 502.01(a); and NASW Code of Ethics Standards 2.01(a); NASW Standard 3.01(a) and NASW Standard 3.07(d) occurred, by the following facts:
 - A. Respondent is the Director of Family Guidance Center (FGC) located at 16 Elm Street in Milford, NH.
 - B. On or about January 20, 2006, the Board issued a Candidate for Supervision Agreement ("Agreement") wherein Respondent agreed to be clinically and legally responsible for the training and the supervision of LH-T. The Agreement had a proposed completion date of May of 2006, but LH-T was not licensed by the Board until October of 2006.
 - C. Respondent maintained no notes of her supervision of LH-T.
 - D. Respondent failed to provide adequate supervision for LH-T. As part of the supervision, Respondent reviewed clinical notes and billing logs with LH-T on

an as-needed basis as issues were raised by LH-T, and not on a regular basis.

Supervision of clinical skills consisted of one meeting per week and additional meetings or discussions either in person or by phone as requested to discuss questions that arose in LH-T's current caseload.

- E. Respondent failed to adequately supervise or train LH-T in billing or administrative aspects of the practice. Respondent provided LH-T with instruction regarding billing at the onset of the employment relationship in November of 2005. With one exception, Respondent did not adequately monitor LH-T's billing records and practice by reviewing all records on a regular basis.
 - F. Respondent had knowledge of LH-T's past practice as a caseworker and although she may have discussed "role clarification," Respondent failed to adequately address with LH-T through supervision the practice style appropriate to a private therapy setting.
6. Respondent neither admits nor denies the conduct set forth in Paragraph 5 above.
 7. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-A:27, II (c); Mhp 501.02(a)(3), 502.01(a); and NASW Standards 3.01(a) and 3.07(d).
 8. Respondent acknowledges that the Board's findings on the above conduct constitute grounds for the Board to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.

9. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:

A. Respondent is **reprimanded**.

B. Respondent shall, at her own expense, engage in a period of **supervision** relating to the administrative and clinical requirements of supervision of a candidate for licensure and for fee-for-services clinicians, for not less than (12) twelve months, unless otherwise determined by the Board as set forth in Paragraph 9.B.4, according to the following terms and conditions:

1. Within 30 days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a list of no less than two (2) supervisors willing and qualified to undertake evaluative/remedial supervision as described herein.

a. Respondent shall provide each potential supervisor with a copy of this *Settlement Agreement* as a prerequisite to securing that supervisor's agreement to engage Respondent in supervision.

b. For each proposed supervisor listed, Respondent shall include a *curriculum vitae* and a letter by each supervisor which confirms that person's understanding of and qualifications for providing supervision within the terms of this *Settlement Agreement*. The supervisor shall describe his/her experience with the clinical and ethical issues of which Respondent was found to be in need of rehabilitation.

- c. Respondent shall have no social or professional association with the intended supervisor that would impair the supervisor's ability to perform in an evaluative role.
2. Frequency and duration of supervision: Beginning no more than 60 days from the effective date of this *Settlement Agreement*, and continuing for a period of at least twelve (12) months thereafter, or ~~off~~ *for* a period otherwise determined by the Board as set forth in Paragraph 9.B.4.(b) iii, below, Respondent shall engage, at her own expense, the services of the supervisor approved by the Board.
 - a. Respondent shall meet weekly for one-hour sessions with the supervisor unless and until the supervisor deems that a different frequency of supervision sessions is indicated without any separate approval from the Board.
 - b. If, based on the supervisor's reports, the Board determines that further rehabilitative supervision is required, the Board reserves the right to modify the terms of supervision with regard to frequency and duration, to include imposing an extension on the duration of the supervision.
3. Content of the supervision: The supervision shall consist of a preliminary assessment of Respondent's practice and supervision roles, if any, an evaluation of the specific ethical and professional issues described in the *Settlement Agreement*, and rehabilitation of

Respondent's clinical skills and professional practices as indicated from said evaluation.

- a. Within thirty (30) days of the commencement of supervision and with the assistance of the Supervisor, Respondent shall write an administrative supervision plan to address Respondent's role as administrative supervisor of fee-for-services clinicians at FGC and administrative and clinical supervisor of any potential candidates for licensure.
4. Reporting requirements: The supervisor shall file an initial report, bi-monthly (every other month) reports and a recommendation at the end of the supervision term.
- a. The supervisor shall file an initial report within thirty (30) days from the engagement of the supervisor, which describes the preliminary assessment of Respondent's practice. This report shall include:
 - i. The supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the *Settlement Agreement*;
 - ii. An assessment of Respondent's motivation for rehabilitation;
 - iii. Any other ethical or professional practice issues uncovered in the preliminary evaluation;

- iv. The level of competency and performance observed.
- b. The supervisor shall report to the Board at the end of each two (2) month period during which the supervision continues.
 - i. The first bi-monthly report shall be due one (1) month after the preliminary assessment described in 4.a. above.
 - ii. These bi-monthly reports shall specifically state Respondent's attendance and provide an explanation for any absence, whether supervision has been complete/incomplete or successful/unsuccessful, and whether Respondent is believed to be a threat to the welfare or safety of current or potential clients or supervisees.
 - iii. At the end of six (6) months, the supervisor shall include in his/her report a recommendation regarding the value of further supervision beyond the initial six (6) months. At that time, Respondent may petition the Board to terminate the supervision requirement set out in paragraph 9.
- c. The Board may evaluate and investigate information contained in any of the supervisor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase, decrease or modify the term of

supervision or to take other appropriate action.

d. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board.

5. Peer Group Requirement: The supervisor shall attend a bi-monthly (every other month) peer group meeting that will be facilitated by a Board member. The Peer Group will address concerns raised by individuals doing corrective supervision under the direction of the Board. Respondent shall bear all costs associated with the supervisor attending the Peer Group.

C. Respondent is required to meaningfully participate in a program **continuing education** consisting of twelve (12) credits in the area of supervision, and how a supervisor appropriately supports, through supervision: a candidate for licensure, a graduate intern and a fee-for-services clinician in clinical and administrative areas of practice. 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 shall arrange for training in Medicaid billing practices for the administrative staff at FGC.

- E. Respondent shall bear all costs of the treatment, evaluation, and reporting and education 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 work or services, as a mental health practitioner where the work or services require a licensed clinical social worker, or which directly or indirectly involve patient care; and to any agency or authority which licenses, certifies or credentials licensed clinical social workers, 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 or perform services as a mental health practitioner where the work or services require a licensed clinical social worker, or which directly or indirectly involve patient care; and to any agency or authority that licenses, certifies or credentials licensed clinical social worker, to which Respondent may apply for any such professional privileges or recognition.

10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 330-A:27, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
11. 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 this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, 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.
12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. 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.
14. 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.
15. 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.
16. 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*.

17. 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 her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
19. 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.
20. 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: July 13, 2009

Laurene Allen, LICSW
Laurene Allen, LICSW
Respondent

FOR THE BOARD/*

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

Date: Sept. 23, 2009

W. T. Bouth
(Signature)

W. Thomas Bouth - chair
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/*Sheila Renaud-Finnegan, Board member, recused.