

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

In the Matter of:  
Knar S. Gavin, LCMHC  
No.: 329  
(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 Knar S. Gavin, LCMHC ("Ms. Gavin" or "Respondent"), a licensed mental health counselor ("LCMHC") 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, I; RSA 330-A:28; and RSA 330-A:29; Mental Health Practice Administrative Rule ("Mhp") 206 and Mhp 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. Respondent has worked as a counselor since 1979 and began practicing in New Hampshire in 1985. The Board first granted Respondent a license to practice as a licensed mental health counselor in the State of New Hampshire on November 19, 1999. Respondent holds license number 329. Respondent practiced as a licensed

mental health counselor at Seacoast Psychotherapy located at 500 Market Street, Portsmouth, NH 03801 until her relocation to Utah on or about August 6, 2006.

3. In a letter dated September 18, 2007, the Board received a complaint about Ms. Gavin. The complaint stated that Ms. Gavin had conducted a biased evaluation of student athletes who were on a team that complainant coached. He questioned Ms. Gavin's conclusions included in the recommendations of a report that was released to the parents of the student athletes which someone eventually provided to the Superintendent of the local School Department. The complainant stated that Respondent had an inadequate basis from which to formulate the opinion about his coaching and to make the recommendation included in her evaluation report. He stated that she never met with or inquired of him regarding any information included in the evaluation report.
4. In response to the complaint, the Board conducted an investigation and obtained information from various sources pertaining to whether Respondent appropriately evaluated multiple student athletes on the same team (multiple clients), safeguarded their client confidentiality (by including all names of clients in one report when she knew or should have known that the student athletes' parents might use the report to seek action by the school board against the coach); safeguarded the integrity of her professional services as an evaluator of the student athletes (by including statements in the recommendations that Ms. Gavin knew or should have known would be used by the parents of the student athletes to seek action other than further therapeutic services for the student athletes); and whether Ms. Gavin maintained her objectivity

throughout the evaluation (in that she included comments about the complainant's desire to coach).

5. The Board's investigation revealed and Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent acted in violation of RSA 330-A, Mhp 501.02 (4), American Mental Health Counselors Association ("AMHCA") Principles 1, 3, 7 and 11, by the following facts:
  - A. On or between February 22, 2006 and May 16, 2006, Respondent conducted individual evaluations of nine student athletes who were on the local high school varsity basketball team.
  - B. Private sessions were held with each student athlete, but the information gathered from those sessions, and the assessment of the student athletes and their experiences under the complainant's coaching were compiled into one report entitled "Interview and Evaluation Report" ("Report") which was provided to the parents of the student athletes. Each parent signed a release of information before obtaining a copy of the Report.
  - C. The beginning of the Report included a list identifying each student athlete by name; however, comments of the student athletes that were included in the Report were not attributed to specific student athletes by name.
  - D. In the Recommendations section of the Report, Respondent stated that the student athletes could not look forward to athletic opportunity with growth and development with the complainant as coach.

- E. In the Recommendations section of the Report, Respondent stated student athletes “may be more sensitive to messages from authority figures, especially when they sense an abuse of power at play. This has been discussed individually, and each is aware of this dynamic and the effect it has had on their young lives. It is recommended that brief out patient psychotherapy be initiated if symptoms return as a result of this dynamic.”
- F. In the Recommendations section of the Report, Respondent stated, "It is incomprehensible to this interviewer that [the complainant] would want to continue in a position to which he is clearly unsuited, given the concerns expressed." The Report recommended that the parents of the student athletes “align and attempt to address these concerns through appropriate channels within the school system, with a goal of having a suitable replacement for these young men prior to the next high school basketball season.”
- G. Respondent never spoke to the complainant regarding the statements made by the student athletes before completing the evaluation and assessment included in the Report.
- H. The Report was provided to the parents of the student athletes. Respondent failed to obtain an adequate written waiver of confidentiality from each of the student athletes prior to including all names in the Report, and before releasing the Report, believing that the Report might be shared in public.

- I. 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; Mph 501.02 (4); and AMHCA Principles 1, 3, 7 and 11.
6. Respondent acknowledges that based upon the facts set forth in Paragraph 5 above, the Board is authorized to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:
  - A. Respondent is **reprimanded**.
  - B. Respondent shall complete a total of twelve (12) hours of continuing education in the areas of ethics, conducting clinical and forensic evaluations, and risk management. These hours shall be in addition to any educational requirements needed for licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Respondent has provided documentation of her completion of 36.5 hours of continuing education in the areas of ethics and risk management. **See Attachment A**. Within fifteen (15) days of completing the additional hours needed to comply with the terms of this paragraph, Respondent shall notify the Board and provide written proof of completion of the additional hours.
  - C. Once Respondent has provided the Board with documentation of her compliance with the conditions set forth in paragraph B above, Respondent may petition the Board requesting a letter indicating that her license is in good

standing with the New Hampshire Board of Mental Health Practice as a result of her completion of the requirements of the Settlement Agreement.

- D. Respondent shall bear all costs of any continuing education and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- E. 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 mental health practitioner or work which requires a mental health counselor and/or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials mental health counselors, with which Respondent is presently affiliated.
- F. 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 mental health practitioner or for work in any capacity which requires a mental health counselor and/or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials mental health counselors, to which Respondent may apply for any such professional privileges or recognition.

*N.H. Board of Mental Health Practice  
In the matter of Knar S. Gavin, LCMHC  
Settlement Agreement*

8. 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.
9. 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.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. 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.
12. 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.
13. 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.
14. 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*.

15. 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.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
17. 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.
18. 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: 04.15.09

Knar S. Gavin  
Knar S. Gavin, LCMHC  
Respondent

Date: April 14, 2009

Janet E. Michael  
Janet E. Michael, RN, MS, JD  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: 2/23/2010

Joan Stagers Halcy  
(Signature)

JOAN STAIGERS HALCY  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of  
Mental Health Practice

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

## ATTACHMENT A

### **Knar Sanossian Gavin, M.Ed., M.A., LCMHC #329 Continuing Education Completed as of April 6, 2009 in the areas of Ethics and Risk Management**

#### **APA (American Psychological Association)**

Presenter, Steven J Behnke, JD, PhD, Director, APA Ethics Office  
Ethics Rounds 100, 200, 300, 400, 500, 600, 700, 800, 900 9 CE Credits

#### **At Health, Inc., PsychoEducational Resource (APA Accredited Online Provider)**

Ethical and Legal Issues in Psychotherapy 4 CE Credits  
Privacy of Victim's Counseling Communications 1 CE Credit  
Ethical Issues with Fees, Billing, and Collections 1 CE Credit

#### **NBCC (National Board of Certified Counselors)**

Mental Health Professional Ethics 6 CE Hours

#### **NetworkerU Audio Home Study, Sponsored by Psychotherapy Networker, Inc.**

T303 Ethics with Soul. Presenter: Dr Ofer Zur, PhD 6 CE Credits  
OL115 Shhh! The Ethical Dilemmas No One Wants to Talk About 2 CE Credits

#### **PESI Continuing Education**

Ethics of Evidence Based Treatment: Cathy Moonshine, PhD, MAC, CADCIll 3.0 CE Credits  
Adolescent Risk Assessment: Predictors of Violence and Suicide 1.5 CE Credits

#### **CEU-Hours.com**

Mental Health Professional Ethics 3 CE Hours