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

In the Matter of:
Donna Moore, LICSW
No.: 140
(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 Donna Moore, LICSW ("Ms. Moore" or "Respondent"), an independent 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, I; 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 social work in the State of New Hampshire on November 14, 1986. Respondent holds license number 140 and practices social work in Concord, New Hampshire.

3. On or about June 15, 2009, the Board received a complaint from the Deputy Director of Medical and Forensic Services for the New Hampshire Department of Corrections.

The complaint alleged that Respondent may have concealed the pregnancy and birth of a child to a client who was on parole and restricted from having any unsupervised contact with minor children, due to the client's history of violence toward the client's firstborn child. This incident occurred approximately six years before the client began treatment with Respondent.

4. In response to this, the Board requested an investigation to determine if Ms. Moore's actions violated one or more sections of the National Association of Social Workers (NASW).

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-A:27, II (c), Mhp 501.02 (a) (3), NASW Code of Ethics 1.03 (a), 1.04 (a), 1.16 (d), and 3.04 (a) and (b), by the following facts:

   A. On February 5, 2008, Respondent began treating Patient 1, who had just been paroled following a prison sentence for a first-degree assault on her own child. Patient 1 was prohibited from having any unsupervised contact with minor children until 2034. Respondent knew that Patient 1 was on parole, but was not aware of the parole conditions. Patient 1 presented with a complex history of multiple traumatic life experiences.

   B. Respondent acknowledged that she failed to document both a treatment plan and informed consent for Patient 1, however she indicated that both subjects were discussed per her custom.

C. On February 3, 2009, Patient 1 reported that she was pregnant and due in April. Respondent documented some rudimentary conversations about encouraging Patient 1 to report the pregnancy to her probation officer. Patient 1 prohibited Respondent from disclosing this information to the probation officer. This did not occur, and the following session notes reflect that the focus of counseling then shifted to supporting the client in her new role as a mother. Respondent conducted two sessions in which Patient 1 brought her newborn baby.

D. In May of 2009, Patient 1's probation officer discovered that Patient 1 had had a baby. Patient 1 was sent back to prison. Respondent then adopted an advocacy role with regard to Patient 1, in which she tried to get the Probation Department to change the probationary terms, identified alternative housing arrangements, and collaborated with Patient 1's lawyer, at Patient 1's request. There is no documented discussion with Patient 1 about this role change.

E. Respondent wrote a June 17, 2009 ~~psychological~~ p.d. report of Patient 1, which was submitted to the Court. In this document, Respondent reported the "baby can definitely be left alone with [Patient 1] and be safe." This statement was predicated on two therapy sessions where Respondent observed Patient 1 with her baby. Respondent did not perform a formal assessment in making this determination.

F. This ~~psychological~~ pt report also indicated that Patient 1 did well in interacting with her roommate's minor child. Although this information is stated as fact,

this was based solely on Patient 1's reports to Respondent. Respondent did not seek any independent corroboration of this assertion.

G. Respondent had previously been disciplined by the Board for failure to maintain adequate documentation. Following receipt of the 2009 complaint, Respondent independently participated in an audit of her record by a clinician. Respondent received positive feedback on the records reviewed by this clinician.

6. 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); NASW Code of Ethics 1.01 (a), 1.04 (a), 1.16 (d), and 3.04 (a) and (b).

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.

8. 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** for not less than eighteen (18) months 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 the name of a potential)

supervisor willing and qualified to undertake evaluative/remedial supervision as described herein.

a. Respondent shall provide the potential supervisor with the following as a prerequisite to securing that supervisor's agreement to engage Respondent in supervision: a copy of this *Settlement Agreement*, a copy of the October 21, 2005 *Settlement Agreement* and copies of all reports and recommendations submitted by George Samuels, LICSW pursuant to the supervision required in the October 21, 2005 *Settlement Agreement.*

b. For each proposed supervisor listed, Respondent shall include a *curriculum vitae* and a letter by the potential 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.

d. As Respondent has an agreement with a potential supervisor, who has acted in this capacity in the past, Respondent is not required to submit additional names at this time.

e. In the event that the Board rejects Respondent's potential supervisor, Respondent shall provide two (2) additional names within forty-five (45) days of the effective date of this Settlement Agreement.

f. Respondent shall comply with the same conditions, articulated above, for all potential supervisors

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 eighteen (18) months thereafter, 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.

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.

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 eighteen (18) months, the supervisor shall include in his/her report a recommendation regarding the value of further supervision.

c. During the eighteen (18) months of supervision, the supervisor shall conduct a minimum of four (4) unannounced inspections of the various treatment records kept. A minimum of ten (10) records shall be reviewed at each unannounced inspection. A separate report, summarizing the findings of the unannounced inspection, shall be submitted within thirty dates of the actual inspection. A minimum of two (2) inspections shall be conducted during the first twelve (12) months of supervision.

d. 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.

e. 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 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 of twenty (20) hours of continuing education. Continuing education shall include all of the following areas of concern: record keeping and case documentation; the clinician's role as an expert witness in Court testimony; and effective use of peer consultation. 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. Any continuing education in the above-mentioned areas, which Respondent has engaged in

since the Board's receipt of this complaint on June 15, 2009, may be used to satisfy this requirement. This will prevent such hours from being used to fulfill the license renewal requirements. 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 $1,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 117 Pleasant Street, Dolloff Building - Lower Level, Concord, NH 03301.

E. Respondent shall bear all costs of supervision, education and reporting 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 and with the recommendations of the treating mental health professional 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 mental health practitioner or work which requires education,

training or a degree in social work or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials 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 as a licensed mental health practitioner or for work in any capacity which requires education, training or a degree in social work or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials social workers, 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 unprofessional conduct pursuant to RSA 330-A:27, II (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 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.

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 her 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: 3-7-11

Donna M Moore

Donna Moore, LICSW
Respondent

Date: 3-8-11

Andrea Daly

Andrea Daly, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 4/6/2011

(Signature)

PEGGY LYNCH

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

/* Board members, recused:
David Sundell, D.Min.
Gail Mears, Psy.D.