

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

In the matter of:

Sara DeValk, LCMHC

License No.: 2564

(Misconduct Allegations)

23-MHP-004

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 profession, the New Hampshire Board of Mental Health Practice (“Board”) and Sara DeValk, LCMHC (“Respondent”), a Licensed Clinical Mental Health Counselor 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:28 and Mental Health Practice Administrative Rules (“Mhp”) 207, the Board has jurisdiction to investigate 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 Licensed Clinical Mental Health Counselor in the State of New Hampshire on October 21, 2022. Respondent holds license number 2564. Respondent’s license expires October 21, 2024.
3. On or about December 2, 2022, the Office of Professional Licensure and Certification, Division of Enforcement (“Enforcement”) received a written complaint from a licensee alleging the Respondent had been engaging in inappropriate communications with a former

adolescent client. A formal complaint was filed on or about December 16, 2022.

4. On or about December 14, 2022, Enforcement received another complaint from a minor individual alleging the Respondent was engaging in inappropriate text messaging with a friend who is a minor and former client of the Respondent. This was regarding the same client as the initial complaint referenced in Paragraph 3 above.
5. In response to the complaints, Enforcement conducted a formal investigation and obtained information from various sources pertaining to whether the Respondent's conduct violated statutes and rules.
6. On February 3, 2023, the Board voted to emergently suspend Respondent's license.
7. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct in violation of RSA 330-A:27 II(c), (d), (g), and (i); Mhp 501.02(a)(3), and Mhp 502.01(a); and AMHCA Code of Ethics Provisions: I.A.3a, I.A.4.c., I.A.4.d., I.B.6.d., I.B.,7.k., and/or I.C.1.a. by the following facts:
 - A. Respondent has no prior history of misconduct or professional discipline.
 - B. Respondent worked for CARE Counseling Services ("CARE"), a private agency specializing in general counseling with a focus on EMDR therapy.
 - C. Respondent began working for CARE in January 2022, as a pre-licensure clinician.
 - D. H.Y. is a minor, and the daughter of J.Y. who also was employed at CARE and was one of Respondent's clinical supervisors.
 - E. Respondent began treating H.Y. around April 2022 after voicing concerns about treating a coworker's minor child to her supervisors.

- F. J.Y. gave permission for Respondent and H.Y. to communicate via text message as part of the therapeutic relationship. J.Y. gave H.Y. Respondent's phone number.
- G. Respondent did not have a work-issued cell phone, and communicated with H.Y. using her personal phone.
- H. During the course of treatment, H.Y. became infatuated with Respondent.
- I. H.Y. has complex diagnoses and history of abuse, self-harm, and substance use.
- J. Following her licensure, Respondent resigned from CARE on or about October 24, 2022.
- K. Initially Respondent kept contact with H.Y., as J.Y. indicated intent for Respondent and H.Y. to continue their therapeutic relationship.
- L. On November 14, 2022, J.Y. terminated Respondent's therapeutic relationship with H.Y. via email.
- M. With J.Y.'s permission, H.Y.'s new providers spoke with Respondent about ways to engage with H.Y. and H.Y.'s boundary issues.
- N. Through the remainder of November and beginning of December, H.Y. continued attempting to contact Respondent. On or about December 10, 2022, Respondent began reciprocal communications with H.Y. over Facebook Messenger.
- O. These conversations, comprised of thousands of messages, occurred daily at all hours of the day and night, including when H.Y. was at school or work, until at least January 11, 2023. Most of the conversations were initiated by H.Y., not Respondent. At least one conversation resulted in Respondent making a report to DCYF.

- P. In many messages H.Y. described sexual activities, eating disorder behaviors, and substance use, though many were discussions of daily activities.
- Q. In several messages Respondent criticized and disparaged J.Y. and other members of H.Y.'s family.
- R. Respondent sent H.Y. pictures and videos of her dogs and nephew, and on at least one occasion discussed her own relationship with her parents.
- S. H.Y. requested to meet with Respondent multiple times, which Respondent consistently declined.
- T. Respondent did not attempt to terminate contact directly with H.Y., directed H.Y. to speak to her current mental health providers only a handful of times, and continued engaging with H.Y.
- U. Respondent expressed concerns that she "did not feel morally okay with completely cutting off contact with [H.Y.] because [H.Y.] did nothing wrong". Respondent was also concerned that H.Y. would attempt self-harm if she stopped responding.
- V. On January 10, 2022, only after speaking with OPLC investigators, Respondent contacted H.Y. and told her "Your mom filed against my license. ... until the investigators give me permission we can't talk anymore ok?" Respondent ceased communications on January 11, 2022.
- W. H.Y. continued messaging Respondent until at least January 18, 2023.
- X. There is no evidence of a physical relationship, or that Respondent and H.Y. interacted in person after the termination of the therapeutic relationship.

- Y. Respondent did not initiate or provide any of the sexual content during the communications, and reminded H.Y. of boundaries when sexual comments were made.
8. 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), (d), (g), and (i); Mhp 501.02(a)(3), and Mhp 502.01(a); and AMHCA Code of Ethics Provisions: I.A.3.a, I.A.4.c., I.A.4.d., I.B.6.d., I.B.7.k., and/or I.C.1.a.
9. 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.
10. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:
- a. Respondent's license is **SUSPENDED** for a period of two (2) years beginning at the date of the Emergency Suspension¹. After one (1) year, the remaining portion of the suspension shall be stayed for a period of one (1) year provided Respondent complies with all of the terms and conditions of this *Settlement Agreement* and has no other disciplinary actions for acts occurring within the two-year period.
 - b. Respondent's license is **RESTRICTED** pursuant to the following conditions for a period of two (2) years, beginning at the end of the imposed suspension²:
 - i. Respondent is prohibited from supervising an intern or candidate for

¹ Respondent's license was emergently suspended on February 3, 2023.

² One year after the Emergency Suspension would be February 3, 2024.

- licensure;
- ii. Respondent is prohibited from treating anyone under the age of 18, cases involving multiple members of the same family or extended family unit, and any other cases the designated supervisor deems inappropriate; and
 - iii. Respondent is prohibited from any direct or indirect contact with any former adolescent patients, including H.Y.
- c. Respondent shall meaningfully participate in a program of a total of twenty (20) hours of **CONTINUING EDUCATION** on the topic of ethics, improper disclosures, and professional boundaries pursuant to Mhp 402.02(a) and (b). These hours shall be in addition to the hours required by the Board for renewal of licensure. These hours must be completed as part of a live course. The Respondent shall within 120 days provide the Board with certificate(s) of completion for completed hours, the course syllabus and/or course materials which demonstrates the course provided instruction in the above stated topics, and proof that the submitted hours have not previously been submitted for purpose of renewal. With proof of course completion, the Respondent shall also provide a **Letter of Reflection** pursuant to the following terms:
- i. The Letter of Reflection shall be in the Respondent's own words and shall demonstrate that the Respondent has achieved a satisfactory degree of skill and understanding in the areas of deficiency as described in the above stated facts. The Letter of Reflection shall at a minimum apply the contents of the CE course(s) to the facts alleged in the complaint in the above referenced

matter.

- ii. The Letter of Reflection shall be confidential and exempt from disclosure under RSA 91-A.
- iii. Within forty-five (45) days of receipt, the Board shall notify the Respondent whether or not the Letter of Reflection demonstrates a satisfactory degree of skill and understanding in the area(s) of deficiency. If the Board fails to notify the Respondent within forty-five (45) days of receipt, the Letter of Reflection shall be deemed as accepted.
- iv. If the Board finds and timely notifies the Respondent that the Letter of Reflection fails to demonstrate a satisfactory degree of skill and understanding, the Board may order the Respondent to appear at a non-disciplinary show cause hearing to answer as to why the letter failed to demonstrate sufficient skill and understanding and to address the Board's concerns. The Board may require the Respondent to retake CE hours not to exceed the above stated hours and not to be beyond the scope of the above stated topics but may not impose additional discipline.
- v. The Board shall inform the Respondent within 45 days of date the hours are submitted whether the submitted hours are accepted as a fulfillment of this term and shall provide the Respondent with a reasonable time to fulfill this term if the submitted courses are determined by the Board to not address the above stated topics. Respondent shall bear all costs of education and reporting required by this *Settlement Agreement* but shall be permitted to

share such costs with third parties.

- d. Respondent is required to meaningfully participate in, without interruption, **SUPERVISION** for a period of two (2) years beginning from the end of the imposed suspension, with a licensed, unbiased Board approved clinical supervisor in good standing with the Board who will have weekly one (1) hour sessions occurring during the first twelve months and monthly one (1) hour sessions thereafter.
- i. Respondent shall submit to the Board three (3) names and contact information of clinical supervisors for the Board to select.
 - ii. The supervision sessions shall utilize the methods of intensive case review and discussion, and direct and indirect observation of clinical practice and shall discuss, but shall not be limited to, enforcing boundaries, transference, counter transference, ethics, and managing difficult clients.
 - iii. The supervision shall be at a location mutually convenient to both the Respondent and the supervisor and may occur over video.
 - iv. The supervisor shall be someone outside of Respondent's place of practice.
 - v. The supervisor shall file an initial report, quarterly reports, and a recommendation at the end of the supervision term.
 - vi. 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 or modify the

term of supervision or to take other appropriate action.

- e. Respondent shall complete an additional twenty (20) hours of **COLLABORATION** pursuant to Mhp 403 within the two (2) years after Respondent returns to practice.
- f. Respondent is required to appear at quarterly **STATUS HEARINGS** to be conducted by the Board beginning *within* three (3) months after Respondent returns to practice. At each status hearing, Respondent is required to provide the Board with proof of completion of all requirements set forth in the *Settlement Agreement* including, but not limited to, reports from the supervisor, the collaborations, proof of completion of the requisite continuing education, proof of compliance with limitations of her practice as set forth in this *Settlement Agreement*, and any additional information the Board deems necessary to ensure compliance with the terms of the *Settlement Agreement*. The Board shall furnish Respondent at least fifteen (15) days' written notice of the date, time, and place of the status hearings. Such status hearings shall be non-public and exempt from the provisions of RSA 91-A. 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 prior to each status hearing. Hearing Counsel shall be notified of each status hearing and reserves the right to petition the Board for imposition of the full period of license suspension if Respondent has failed to comply with any terms of the *Settlement Agreement*. At the final status hearing, Respondent shall have the right to petition the Board to expand the scope of her practice and/or to provide supervision to an

intern or candidate for licensure.

- g. Respondent is assessed reasonable **COST OF INVESTIGATION AND PROSECUTION** in the amount of five hundred dollars (\$500.00). Respondent shall pay this fine in full within sixty (60) 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 7 Eagle Square, Concord, New Hampshire, 03301. No separate invoice shall issue. Payment shall include a copy of this Settlement Agreement and/or the following note with the check or money order: Enclosed please find a check in the amount of \$500.00 for the cost of investigation and prosecution assessed by the Board of Mental Health Practice (“Board”) in resolution of In the Matter of Sara DeValk as agreed to with the Board.
- h. Within ten (10) days of the effective date of this *Settlement Agreement* 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 degree in counseling or directly or indirectly involves client care, and to any agency or authority which licenses, certifies or credentials counselors, with which Respondent is presently affiliated.
- i. For a continuing period of two (2) years 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 degree

in counseling or directly or indirectly involves client 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.

11. Respondent shall bear all costs of the education, supervision, and reporting required by this *Settlement Agreement*, but shall be permitted to share such costs with third parties.
12. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
13. 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.
14. 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.
15. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based on the facts described herein.
16. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

17. 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.
18. 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.
19. Respondent has had the opportunity seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
20. 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.
21. Respondent is not under the influence of any drugs or alcohol at the time she signs the *Settlement Agreement*.
22. 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.

23. 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

Dated: 8/18/, 2023

Sara DeValk
Sara DeValk,
Respondent

On this 18th day of August A.D. 2023 personally appeared the person who subscribe to the following instrument and acknowledged the same as his voluntary act and deed before me.

Marissa Schuetz
Justice of the Peace/Notary Public
My commission expires:

FOR THE BOARD



ACCEPTED BY BOARD OF MENTAL HEALTH PRACTICE on this 18 day of 18th of August, 2023 (Effective Date).

Date: 8/18/23

Samuel Rosario
(Signature)

Samuel ROSARIO
(Print or Type Name)
Authorized Representative of the
Board of Mental Health Practice

