

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

STATE OF NH
DEPT OF JUSTICE
2017 MAR -2 12:11:54

In the Matter of:
Steven Durost, LCMHC
License No.: 605
(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 Steven Durost, LCMHC ("Mr. Durost" or "Respondent"), a 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:27, I, 330-A:28, and 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 mental health counselor in the State of New Hampshire on November 18, 2005. Respondent holds license number 605. Respondent practices mental health counseling in Manchester, New Hampshire.

3. On September 16, 2016, Respondent self-disclosed to the Board that Respondent had allowed three unlicensed individuals to provide counseling services for a brief periods of time without having approved supervision agreements in place.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conduct.
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, by the following facts:
 - A. From June to September 2016, Respondent allowed HS to provide counseling services to clients at his practice. HS is not licensed by the Board. HS did not have an approved supervision agreement in place with the Board.
 - B. From April to September 2016, Respondent allowed DG to provide counseling services to clients at his practice. DG is not licensed by the Board. DG did not have an approved supervision agreement in place with the Board.
 - C. From December 2014 to December 2015, Respondent allowed SF to provide counseling services to clients at his practice. SF is not licensed by the Board. SF did not have an approved supervision agreement in place with the Board.
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) and (i).

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 will not supervise candidates for licensure for a period of one (1) year from the effective date of this agreement.

C. Respondent has already been engaging in Board mandated clinical supervision and shall, at his own expense, continue supervision with his current supervisor for a period of an additional (6) months from the effective date of this agreement according to the following terms and conditions:

1. Frequency and duration of supervision: Beginning from the effective date of this *Settlement Agreement*, and continuing for a period of at least six (6) months thereafter, Respondent shall continue, at his own expense, the services of the supervisor previously 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.

c. If the supervisor thinks there should be a change in the frequency or the nature of the supervision, the supervisor should send a memo to the Board requesting the change and stating the reason for the change.

1. 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. The supervision shall also include a review of the licensee's records with the consent of clients.

2. 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.

- 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.
3. 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.
4. The supervisor requirements outlined above will replace the supervision requirements of any prior agreements approved by the Board.
- D. Respondent is required to meaningfully participate in 6 continuing education units 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 six months 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.

- E. Respondent is assessed an administrative fine in the amount of \$3,000. Of this amount, \$1,500 shall be suspended, and thus need not be paid, on the condition that Respondent fully satisfies all other requirements set forth in this *Settlement Agreement*. Respondent shall pay the non-suspended portion of 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 121 South Fruit Street, Concord, NH 03301.
- F. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
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- G. 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.
- H. 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 clinical mental health 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.

- I. 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 clinical mental health 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.
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 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.

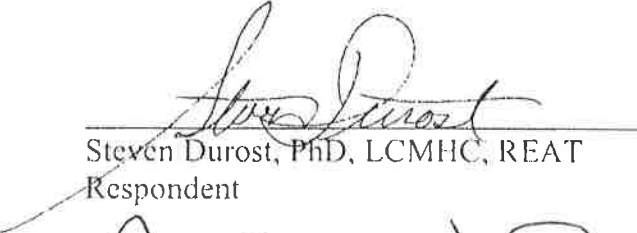
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the 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: 2/23/17


Steven Durost, PhD, LCMHC, REAT
Respondent

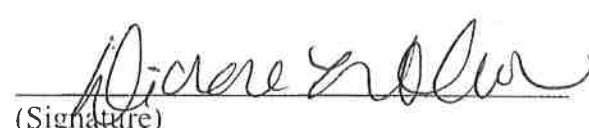
Date: 2/24/17


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: 4/21/17


(Signature)

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

/* Board members, recused: