

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

In the Matter of:
Valerie Leyton
No.: 581
(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 profession, the New Hampshire Board of Mental Health Practice ("Board") and Valerie Leyton ("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 Rules ("Mhp") 207 and 208, 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 February 18, 2005. Respondent holds license number 581. Respondent practices at Spidaliere Psychological Associates in Nashua.
3. On April 5, 2017 the Board received a written complaint from a non-attorney representative of the mother of two juvenile Spidaliere clients alleging that

Respondent and other Spidaliere counselors had inappropriately disclosed confidential information in violation of the statutes, rules and ethical codes governing the mental health profession in New Hampshire.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's involvement with the disclosure of confidential information gathered during the course of treatment of a client.
5. 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 (i) by the following facts:
 - A. Respondent was employed as a mental health counselor at Spidaliere Psychological Associates ("Spidaliere") in Nashua. In September of 2014, Respondent entered into a supervision agreement with another Spidaliere counselor ("counselor") who was a candidate for licensure. Respondent did not directly participate in the counselor's sessions, but did conduct verbal reviews with her on her sessions and reviewed and approved her written work.
 - B. In November of 2014, the counselor began treating a female juvenile client from a high-conflict family. The juvenile's parents were divorced and there were ongoing legal challenges over custody and visitation. The juvenile had an older sister, who was already being treated by another counselor at Spidaliere.
 - C. Respondent and the counselor had frequent discussions about the challenges of treating the juvenile in light of the difficult family dynamics.
 - D. The counselor had interactions with both parents as each had brought the juvenile to sessions over the course of counseling. The counselor observed that

the juvenile's mother appeared to be struggling with her parental responsibilities. Those observations were shared with Respondent.

- E. In April of 2015, the counselor proposed that the mother participate in parent psychoeducation sessions jointly with her daughter. Respondent had reservations about the proposal, but authorized the counselor to proceed with the sessions.
- F. Beginning in February of 2017, the juvenile's father began requesting letters to document his daughter's treatment progress as well as parenting concerns about her mother.
- G. Between February of 2015 and February of 2017, the counselor wrote three (3) letters for the father and his attorney. Those letters detailed deficiencies in the mother's parenting abilities based on information gathered from the juvenile during counseling as well as the counselor's own observations of the mother during the parent psychoeducation sessions and other interactions with her.
- H. As her supervisor, Respondent assisted the counselor in reviewing and editing the first letter in February of 2015. Respondent's supervision agreement with the counselor ended in September of 2016 and reported that she was not involved in drafting the two letters that came afterward.
- I. Respondent was aware that the father's request for letters was made in an effort to gain an advantage in his ongoing legal challenges with the mother. The counselor did not provide the mother with copies of the letters. The counselor did not secure informed consent documents or releases from the mother prior to sending the letters. Respondent did not confirm the existence

of informed consent documents or releases prior to approving the sending of the first letter and did not direct the counselor to provide a copy to the mother.

J. Respondent did not keep supervision records during the period covered by the supervision agreement with the counselor.

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 (i) by violating provisions of the American Mental Health Counselors Association Code of Ethics (dated 2010) I. A. 2 (b), I. A. 2 (d), I. A. 2 (l), and I. C. 1 (a), which are binding on New Hampshire licensees under Board rules Mhp 501.01 and 501.02.

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 is required to meaningfully participate in a program of ten (10) hours of **continuing education** in the areas of ethics and/or counseling in high-conflict family situations. These hours shall be in addition to the hours required by the Board for renewal of licensure. These hours shall be completed within one (1) year of the effective date of this *Settlement Agreement*, but Respondent shall be given credit for continuing education hours in the areas of ethics and/or counseling in high-conflict family situations that were completed during one (1) year prior to the effective date of this *Settlement Agreement*.

Respondent shall notify the Board and provide written proof of completion within fifteen (15) days of completing these hours, or, in the case of courses already completed, within fifteen (15) days of the effective date of this *Settlement Agreement*.

- C. Respondent shall bear all costs of the education and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- 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 licensed mental health practitioner or work which requires education, training or a degree in counseling or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials 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 licensed mental health practitioner or for work in any capacity which requires education, training or a degree in counseling 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.

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.

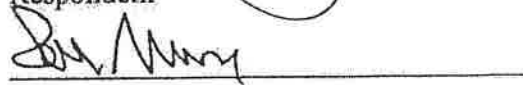
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects 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: 2-5-19


Valerie Leyton
Respondent

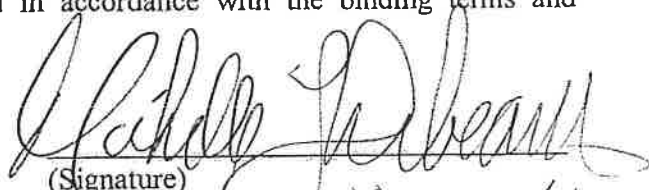
Date: _____


Pete Mosseau
Counsel for Respondent

FOR THE BOARD/*

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

Date: 3/25/19


(Signature)
Michelle L. Thibeault
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/* _____, Board members, recused.