State of New Hampshire
Board of Psychologists
Concord, New Hampshire 03301

In the Matter of:
Paul H. Wright, Psy.D.
License No.: 666
(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 Psychologists ("Board") and Paul H. Wright, Psy.D. ("Respondent") 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. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by psychologists pursuant to: RSA 329-B:21, I, 329-B:22, and 329-B:23; RSA 330-A:27, I, 330-A:28, and 330-A:29; Mental Health Practice Administrative Rule ("Mhp") 207 and 208; and Psychologist Administrative Rules ("Psyc") 204. Pursuant to RSA 329-B:23, III, and RSA 330-A:29, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. Respondent holds license number 666 and practices psychology in Manchester, New Hampshire.
3. On November 5, 2015, one of Respondent's former patients filed a Communication of Alleged Misconduct against him with the Board in which she alleged that Respondent failed to properly supervise a candidate for licensure with the Board of Mental Health Practice and, as a result, she was sexually abused by the licensure candidate. The

licensure candidate was being directly supervised by Respondent and was being co-supervised by a licensed clinical mental health counselor.

4. In response to this complaint, the Board conducted an investigation and obtained information from various sources, including Respondent.

5. Respondent neither confirms nor denies all of the allegations contained in this document, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence of the following to seek to prove that Respondent engaged in professional misconduct:

   A. On or around March 17, 2013, a candidate for licensure ("licensure candidate") with the Board of Mental Health Practice began a supervised internship with Respondent. Later that year, the licensure candidate was informed by the Board of Mental Health Practice that his Supervision Agreement with Respondent was no longer acceptable because Respondent was now under the jurisdiction of the newly established Board of Psychologists. Respondent subsequently contacted a licensed clinical mental health counselor ("mental health counselor") and requested that he become a co-supervisor of the licensure candidate and the mental health counselor agreed. The mental health counselor was told that the licensure candidate had been working with Respondent for two years and that, while under Respondent's supervision for approximately twenty hours a week, they had been co-treating patients together.

   B. On August 16, 2013, the licensure candidate and the mental health counselor signed a Candidate for Licensure Supervision Agreement and submitted it to the Board of Mental Health Practice. On November 6, 2013, Respondent, the mental

health counselor, and the licensure candidate signed a Written Statement for Clinical Supervision and submitted it to the Board of Mental Health Practice. This Written Statement outlined the provisions of the co-supervision and the specific responsibilities of each of the co-supervisors. The Written Statement stated that the mental health counselor reviewed the employer policies of Respondent's practice. However, these policies were not reviewed, and Respondent ultimately acknowledged during the investigation that the policies were not even written down.

C. According to the Written Statement and the Supervision Agreement, Respondent and the mental health counselor were to hold four hours a month of collaborative consultation together regarding the licensure candidate, while Respondent continued to co-treat with and directly supervise the licensure candidate. While Respondent and the mental health counselor did periodically discuss the licensure candidate every couple of weeks, either over the phone or at informal meetings, such meetings became less frequent and Respondent did not document any of these meetings. The licensure candidate was never present at these meetings, and his clinical records were never reviewed during them.

D. Respondent only met with the licensure candidate at informal, non-scheduled, post-session supervision meetings each week, which consisted of 10-15 minute discussions about the licensure candidate's therapeutic skills. There were times when these supervision meetings did not occur because Respondent left the office to run errands immediately following a session. Respondent never documented these supervision meetings. Respondent also did not review any of the clinical

notes the licensure candidate took during sessions, including the sessions for the few clients that Respondent allowed the licensure candidate to treat on his own.

E. Respondent manifested substantial limitations in his applied understanding of the ethical, clinical and procedural responsibilities of his supervisory role over the licensure candidate. Respondent took more of a hands-off approach in his supervision of the licensure candidate.

F. On April 16, 2014, a female Patient ("Patient") began co-therapy with Respondent and the licensure candidate to diminish her anxiety associated with vestibular vertigo and to assist her with being able to drive, given the influence of her vestibular vertigo and anxiety.

G. Respondent's treatment records for Patient did not indicate any authorizations for contact with the referring physician, nor actual or attempted communication with that individual. Nor was there a broader assessment of the client's background and functioning beyond the presenting issues and brief references to familial history of similar challenges with anxiety. Respondent diagnosed Patient with Generalized Anxiety Disorder, but the records do not contain any documentation to suggest the presence of such a diagnosis. Nor do they contain adequate documentation to describe Patient's progress as related to the presenting diagnosis.

H. Respondent's treatment of Patient focused primarily on her marriage and intimacy issues, which Respondent advised were causing, or exacerbating, her anxiety and vertigo. Respondent consistently steered the therapy towards Patient's marriage and intimacy issues, despite Patient's discomfort with discussing them.

Respondent acknowledged that Patient at times felt it necessary to refocus the discussion from these issues to her vertigo and the need for help with her specific anxiety symptoms. Patient was frustrated with Respondent's treatment of her, which was not congruent with her presenting request.

I. Respondent noticed very early on in the treatment that Patient and the licensure candidate were friendly and, upon an inquiry, was informed that Patient and the licensure candidate were familiar with each other from before the treatment began. Despite knowing this, Respondent allowed the licensure candidate to take part in Patient's treatment sessions. Shortly into Patient's treatment, the licensure candidate began a romantic and sexual relationship with her. Some of the alleged inappropriate conduct took place in, and immediately outside of, Respondent's counseling practice.

J. At one point, the licensure candidate gave Patient flowers for her birthday after her session at Respondent's counseling practice. Respondent noticed that Patient had received flowers at the office, but accepted the explanation that they were sent there by a friend or relative who knew she would be there. Despite acknowledging that such an event was unusual, Respondent did not question it further.

K. The licensure candidate would often walk the Patient out of the office after her sessions and spend time with her. Respondent acknowledged being aware of the licensure candidate walking Patient out on at least one occasion. The licensure candidate had also cancelled one of Patient's appointments so that he could spend time with her.

L. Patient and the licensure candidate kissed and hugged when Respondent left them alone together in his office during a couple of sessions, including one in which he left to finish paperwork for another client. Respondent indicated that it's possible that he left the licensure candidate alone with Patient for the reason specified.

M. On July 15, 2014, the licensure candidate called the Police about an individual who the licensure candidate believed was stalking Patient. Even though the information forming the basis of the call was made known to the licensure candidate outside of a therapy session, and Respondent felt that the licensure candidate had lost his boundaries and was being overly protective, Respondent did not become concerned that there might be an inappropriate relationship going on between the licensure candidate and Patient.

N. Shortly after the licensure candidate's call to the police, Patient had a discussion with Respondent about what had happened, which resulted in her terminating her therapy relationship with Respondent. Patient's last session with Respondent ended up being the one that took place on July 14, 2014, which was the day before the licensure candidate called the Police.

O. Despite his close proximity to both Patient and the licensure candidate, Respondent maintains that he was not alert to the progressively inappropriate personal boundary violations taking place. As a result, Respondent never took corrective action on Patient's behalf. Because Respondent did not recognize the harm being done to Patient and the lack of benefit she was receiving from his sessions with her, he allowed the therapy to progress until she felt compelled to terminate the therapy.

P. In mid-September 2014, the licensure candidate ended his supervision relationship with Respondent and the mental health counselor. Subsequently, in late-September 2014, Respondent received an anonymous letter which purported to notify him of the sexual relationship between the licensure candidate and Patient. Respondent and the mental health counselor met to discuss their concerns about this revelation, and the two of them notified the Board of Mental Health Practice in writing about the inappropriate relationship.

Q. In early October 2014, Patient contacted Respondent and asked for her records. Approximately one week later, Respondent notified Patient that her records were ready to be picked up. Upon receipt of her records, Patient noticed that the records that Respondent provided to her only documented eight sessions, ending with the June 17th appointment. However, Patient knew that she had multiple sessions after that date, up to, and including, her last session on July 14, 2014. Patient also felt like she was reading someone else's records since they were inaccurate and lacked detail. The records that Respondent did produce were barely legible and they failed to contain sufficient content regarding Patient's history, dimensions of treatment, and clarity of progress.

R. During the time period in question, Respondent was disorganized with his note taking and record keeping and he did not keep adequate treatment notes or billing records. Portions of Respondent's clinical and business records for Patient were incomplete, incorrect, and inaccurate. Respondent did not keep copies of any of the licensure candidate's notes in Patient's record; nor did Respondent indicate in

those notes that the licensure candidate was present and participated in the sessions with Patient.

S. Respondent would, at times, create treatment notes well after visits happened, including when a patient, or their insurance company for disability claims, would request the notes. Respondent would obtain a list of the dates that such a patient was seen and then write up the missing treatment notes. That is what Respondent did after Patient had requested her records from him in early-October 2014.

T. The eight session notes that Respondent initially represented as constituting all of the treatment file for Patient, ended with a date of service of June 17, 2014. However, the note dated "6/17/14" incorrectly and inaccurately describes the licensure candidate's call to the Police and Patient's termination of service, which occurred almost a month later, and contained no information about any therapy actually provided. When drafting that note months after the fact, Respondent tried to describe the events that happened following Patient's July 14th session, but mistakenly thought that her final session took place on June 17th based on the list of treatment dates that his secretary provided to him. In addition to there being no documentation of the treatment that occurred on June 17, 2014, Respondent's record of Patient's treatment does not include any notes for the sessions that took place on June 24, July 7, and July 14, 2014.

U. Respondent billed Patient's insurer for her sessions that took place on June 17, June 24, July 7, and July 14, 2014, which he never documented. Respondent also billed Patient's insurer $720.00 for psychological testing that he said occurred on June 24, 2014. There is no clinical record of that test having been administered or

scored; nor was the actual test protocol/answer sheet available in the clinical record. Respondent also did not document his rationale as to why that particular test was being administered at that point in Patient's treatment regimen. Despite earlier statements by Respondent indicating that Patient took, but did not finish the test, Respondent eventually stated during the investigation that he does not recall Patient ever taking the test. After being questioned about billing for this test, and at the suggestion of the investigators, Respondent paid back Patient's insurer the $651.60 that he had received from them as reimbursement for the psychological testing.

V. In response to a subpoena issued by the Board on April 12, 2016, Respondent produced a two page "Statement of Account" as the billing portion of Patient's complete records. The "Statement of Account" did not have any visits, or associated payments, listed after the billing associated with the June 17, 2014 treatment date. This is despite the fact that Respondent deposited copay checks from Patient for visits after June 17, 2014, and received reimbursement payments from Patient's insurer on July 9, 14, and 23, 2014, for the sessions that took place on June 24, July 7, and July 14, 2014.

W. Respondent's response to Patient's complaint that was filed with the Board falsely stated that he saw Patient for eight sessions, the last of which was on June 17, 2014, and that he did not doctor her records.

X. During his initial interview on October 14, 2016, Respondent falsely denied falling behind on his session notes and creating them months after the fact during the time period that he treated Patient. Respondent also falsely denied falling

behind on documenting Patient's sessions while treating her and creating any of her notes after she requested them. Respondent falsely asserted that he drafted all of Patient's notes on the same day as her sessions.

Y. During his follow up interview on December 9, 2016, Respondent falsely stated that the note dated "6/17/14" was written in July 2014, and that while he subsequently backdated the note, he did not change the content of the note itself. Respondent also falsely stated during that December interview that he did not know what happened to the notes for the sessions that occurred on June 24, July 7, and July 14, 2014, and that they may have been lost when moved offices or that the licensure candidate may have taken them.

Z. Respondent eventually admitted during his follow up interview on December 9, 2016, that he did not do a good job of note taking and that his memory was terrible. Respondent further admitted that his records for Patient were not very good and that he created records after the fact and back dated the notes. Respondent acknowledged that the note dated "6/17/14" was created after he received the anonymous letter in late-September 2014 alerting him to the licensure candidate's inappropriate relationship with Patient. He explained that when Patient requested her records shortly thereafter in October 2014, he asked his secretary what date Patient's last treatment session was. Respondent further explained that his secretary subsequently gave him a list of eight treatment dates with June 17th listed as the date Patient's last session. Respondent acknowledged that upon receiving that list, he created notes for the sessions that he had not documented, including the note dated "6/17/14" note. Respondent acknowledged

during his follow up interview that the content of the "6/17/14" note that he created after the fact reflects events that occurred around the time of Patient's last treatment session weeks later in mid-July 2014.

AA. In a subsequent letter to the Board, Respondent apologized for his "inconsistent answers during the investigation", which he attributes to his missing notes, high anxiety, and poor memory. Respondent acknowledges in the letter that while his notes for Patient end with the note dated "6/17/14", she actually had sessions with him on June 24, July 7, and July 14, 2014. Respondent admitted that his record for Patient did not include any notes for those treatment dates.

BB. Since April 15, 2015, Respondent has been working 12 to 15 clinical hours a week with Dr. Alan Goodman at Novus Vita Counseling Service ("Novus Vita") in Manchester, New Hampshire. Dr. Goodman has been in a position to monitor his record keeping in a very thorough manner due to the fact that all of his records are now computerized and organized in such a manner that clients' insurance companies cannot be billed if Respondent's records are incomplete or not filed in a timely manner. Dr. Goodman and Respondent are of the opinion that the computer program "Therapy Notes" has been very helpful in this process.

CC. Respondent has been working exclusively with Novus Vita since he joined the practice on April 15, 2015. He has not functioned as a lone private practitioner since then, nor does he wish to do so in the future. Respondent has no desire to supervise any intern, candidate for licensure, or other licensee in the future.

6. The Board finds that the above described conduct would constitute professional misconduct through violations of RSA 329-B:21, II (c) and (d); Mhp 501.01 (a), 501.02

(a)(1), 501.02 (b)(1), 502.01 (a), 502.01 (b), 502.01 (j), 502.01 (k); Psych 501.01, 502.01 (a)(1) and (2); the 2002 American Psychological Association ("APA 2002") Code of Ethics Principles 2.05, 2.06, 3.04, 5.01, 6.01, 6.06, 7.01, 7.06, and 9.02; and the 2010 American Psychological Association ("APA 2010") Code of Ethics Principle 5.01.

7. Respondent acknowledges that the above described conduct, if proven, would constitute grounds for the Board to impose disciplinary sanctions against his psychology license in the State of New Hampshire.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329-B:21, III:

   A. Respondent is reprimanded.

   B. Respondent's license to practice psychology in the State of New Hampshire is suspended for 90 days, of which 60 days shall be suspended on the condition that Respondent fully satisfies all of the requirements set forth in this *Settlement Agreement*. Respondent shall start serving the non-suspended portion of his suspension (30 days) no later than thirty (30) days from the effective date of this *Settlement Agreement*. In the event that the Respondent is not in compliance with any of the requirements set forth in this *Settlement Agreement*, the Board will issue an Order notifying Respondent of its finding of non-compliance and setting forth the start date of the new sixty (60) day suspension. The start date of the new sixty (60) day suspension shall be no earlier than fifteen (15) days from the date of the Order. Within ten (10) days of the date of such an Order, Respondent may file a written request for a Show Cause Hearing with the Board to determine whether he violated this *Settlement Agreement*, and whether he should be subject

to a new sixty (60) day suspension. The filing of a request for a Show Cause Hearing will automatically cause a stay of the new sixty (60) day suspension, pending further Order of the Board. The failure to request a Show Cause Hearing within ten (10) days of the date of such an Order shall cause the new sixty (60) day suspension to automatically go into effect on the date specified in the Order.

C. For a period of five (5) years from the effective date of this *Settlement Agreement*, Respondent agrees not to:

1. Practice as a psychologist on his own without another licensee of the Board of Psychologists working in the same practice; and
2. Supervise any other licensee, or candidate for licensure, of the Board of Psychologists and/or the Board of Mental Health Practice.

D. Respondent is assessed an administrative fine in the amount of $5,000, of which $3,000 shall be suspended on the condition that Respondent fully satisfies all of the requirements set forth in this *Settlement Agreement*. Respondent shall pay the non-suspended portion of the fine ($2,000) in forty (40) installments of $50 each. The first payment shall be due within ninety (90) days of the effective date of this *Settlement Agreement*. The remaining payments shall each be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank-check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 121 South Fruit Street, Suite 302, Concord, New Hampshire 03301-2412. In the event that the Respondent is not in compliance with any of the requirements set forth in this *Settlement*

Agreement, the Board will issue an Order notifying Respondent of its finding of non-compliance and setting forth the due date of the $3,000 that had been suspended. The due date of the additional $3,000 shall be no earlier than fifteen (15) days from the date of the Order. Within ten (10) days of the date of such an Order, Respondent may file a written request for a Show Cause Hearing with the Board to determine whether he violated this *Settlement Agreement*, and whether he should be subject to having to pay the $3,000 that had been suspended. The filing of a request for a Show Cause Hearing will automatically cause a stay of the payment of the additional $3,000, pending further Order of the Board. The failure to request a Show Cause Hearing within ten (10) days of the date of such an Order shall automatically cause the additional $3,000 to become due on the date specified in the Order.

E. Respondent is required to pay $1,000 in costs of investigation pursuant to RSA 332-G:11. Respondent shall pay this total amount in full within ninety (90) days of the effective date of this *Settlement Agreement*, 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, New Hampshire 03301 and making a notation that it is for "costs of investigation pursuant to RSA 332-G:11".

F. Respondent is required to meaningfully participate in twenty-six (26) hours of *in-person* continuing psychology education, broken down in the following manner: ten (10) hours in the area of professional ethics; six (6) hours in the area of clinical supervision; and ten (10) hours in the area of record keeping/billing practices/insurance documentation. These hours shall be in addition to the hours

required by the Board for renewal of licensure and shall be completed within twelve (12) months from the effective date of this *Settlement Agreement.* Within fifteen (15) days of completing any of these hours, Respondent shall notify the Board and provide written proof of completion.

G. Respondent shall meaningfully participate in treatment by a psychologist or psychiatrist ("provider") to address any underlying cognitive or other issues that might have led to the conduct at issue in this case. Respondent must follow all of the recommendations of such provider that result from the treatment, to include, but not limited to, the length of the treatment deemed appropriate. The evaluator and, if appropriate, subsequent treatment provider, must be approved in advance by the Board.

H. Respondent shall engage in a period of supervision for not less than one (1) year according to the following terms and conditions:

1. Securing a supervisor: Within thirty (30) days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a list of no less than three (3) licensees of the Board willing and qualified to undertake evaluative/remedial supervision as described herein.

    a. Respondent shall provide each potential supervisor with a copy of this *Settlement Agreement* as a prerequisite to securing that supervisor's agreement to engage Respondent in supervision.

    b. For each proposed supervisor listed, Respondent shall include a *curriculum vitae* and a letter by each 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 association with the intended supervisor that would impair the supervisor's ability to objectively perform in an evaluative role.

2. Frequency and duration of supervision: Beginning no later than thirty (30) days from date that Respondent's license suspension ends, and continuing for a period of at least one (1) year thereafter, Respondent shall engage, at his own expense, the services of the supervisor approved by the Board.

a. Respondent shall meet every other week for one (1) hour sessions with the supervisor unless or 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 letter to the Board requesting the change and stating the reason for the change.

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 professional practices as indicated from said evaluation. The supervision shall also include a review of the licensee's records with the consent of his clients.

4. Reporting requirements: The supervisor shall file an initial report, quarterly reports (every three months), and a written 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 three (3) month period during which the supervision continues.

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 in the event that similar or additional 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 his 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 his 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 his choosing in connection with his 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 or by the Board surrounding its review of this *Settlement Agreement* have

prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

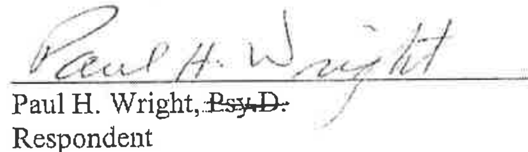
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement.*

18. Respondent certifies that he has read this document titled *Settlement Agreement.* Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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*, he waives these rights as they pertain to the misconduct described herein.

19. This *Settlement Agreement* shall take effect as an <u>Order of the Board</u> on the date it is signed by an authorized representative of the Board.

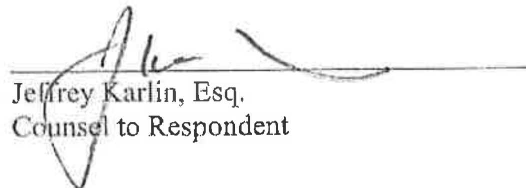
FOR RESPONDENT

Date: 11/27/17



Paul H. Wright, ~~Psy.D.~~
Respondent

Date: 11/27/17



Jeffrey Karlin, Esq.
Counsel to Respondent

FOR THE BOARD/*

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

Date: 12-1-17

(Signature)

James B. Hanna, Psy.D.

(Print or Type Name)
Authorized Representative of the
NH Board of Psychologists

/* ____________________, Board member recused.