

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

In the Matter of:
Alethea Young, Ph.D.
License No.: 557
(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 Alethea Young, Ph.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. The Board of Mental Health Examiners first granted Respondent a license to practice psychology in the State of New Hampshire on February 19, 1991. Respondent holds license number 557 and practices psychology in Lyme, New Hampshire. Pursuant to RSA 329-B:27, any psychologist who was licensed by the Board of Mental Health Practice on, or prior to, June 30, 2013, continued to be licensed under the jurisdiction of

the Board of Psychologists when that Board was created by statute, effective July 1, 2013.

3. In September 2013, the Board received a complaint from the father ("Complainant") of one of Respondent's patients, alleging that Respondent violated professional boundaries with a minor patient ("Patient"), failed to report suspected abuse of Patient to the Division of Children, Youth, and Families ("DCYF"), unlawfully took Patient across state lines, and failed to respect his wishes concerning his daughter's treatment.
4. In response to this complaint, the Board conducted an investigation and obtained information from various sources, including Respondent.
5. Respondent 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. Respondent began treating Patient in 2002 as her individual psychotherapist when Patient was about two (2) years-old. The treatment began as a result of a Court Order stemming from the Patient's parents' divorce, and treatment continued almost uninterrupted throughout much of Patient's life up through high school. Respondent also provided "parent guidance" to Patient's parents in mandatory sessions, pursuant to a contract, held separate from Patient's sessions.
 - B. Respondent's treatment notes for her sessions with Patient were often difficult to read and understand. Moreover, they frequently did not mention treatment per se, instead tending to focus on simply recording what Patient had reported to her in a manner that read more like a diary than treatment notes. There were few, if any, comments about Respondent's observations of Patient's mood, other than to

report that Patient was upset. Respondent reported that Patient had directed that no confidential information be recorded in the notes because of a concern that her father would seek access to the notes.

- C. Patient received educational support throughout her school years. Patient also received ongoing treatment from a private practice psychologist who specialized in educational problems. However, once Patient began high school, she began to struggle due to an increased work demand, purported decreased school support, and family dynamics. During Patient's junior year, Respondent had been repeatedly informed that she was on the verge of academic failure and was psychologically "symptomatic" to the extent that Respondent felt she needed to become more actively involved with Patient's education.
- D. In around January 2013, after speaking with Patient's parents and her educational consultant, Respondent broadened her "scope of care" of Patient to include heading up an intensive educational program for Patient. Respondent acknowledged that, by doing so, she assumed a dual role and, in effect, integrated Patient's psychological treatment with educational care. Respondent further acknowledged that when she assumed the new role, she was aware of and assessed the risk of harm to the therapy relationship with Patient and determined that the dual roles would not be expected to cause harm. Patient has acknowledged that she and Respondent spoke at length about that. The therapy records that Respondent kept for Patient did not document any such discussion.
- E. While searching for an individual to take on a more traditional educational consultant role, Respondent intervened with Patient's education to the extent of

helping Patient to stabilize her educational crisis. Respondent spent significant time assessing what level of intervention was needed to prevent school failure. At one point in January 2013, Respondent spent over 25 hours in a one week period “navigating, negotiating and speaking with” those involved with Patient’s education. During this period of time, Respondent billed Patient’s mother’s trust for the “educational support services” that she was providing to Patient. Billing for Patient’s therapy sessions were mixed in with the billing for the educational support services. The bills submitted by Respondent were reviewed by Patient’s mother and by Patient’s mother’s trust before they were paid.

- F. During the time period that Respondent was treating Patient, there were numerous occasions in which Respondent drove Patient from school to tutoring and home, and also got dinner with her. Respondent explained that because of the integration of the psychotherapy and educational services, she and Patient were always in a “therapeutic moment” whenever they conversed outside of actual therapy sessions.
- G. Although an individual referred to herein as “KB” was brought on board as the educational consultant for Patient around early February 2013, Respondent remained involved in Patient’s education. Respondent became a case manager of sorts, providing information to the other individuals involved since some members of Patient’s educational team did not want to interact with Complainant, and Patient’s parents and KB had no communication with each other. Respondent had discussions with KB who could directly coordinate the work of the various tutors that Patient needed in order to catch up on her work.

- H. Shortly after KB came on board as the new educational consultant, Respondent moved her therapy sessions for Patient from her (Respondent's) home office to KB's house because it was more efficient and cost effective given Patient's transportation limitations. While Respondent did not think that this change in the location of therapy services had a negative impact on Patient, she said that she and Patient "talked about it." Patient has acknowledged that she and Respondent did discuss potential adverse impacts to her therapy by having their sessions take place at KB's house, and Patient stated that she found that there were no adverse repercussions as a result. The records that Respondent kept for Patient did not document any such discussion.
- I. During the investigation, Respondent expressed an awareness of the multiple roles she took on with Patient and the potential consequences associated with that. However, Respondent maintains that the exigencies of Patient's needs and the absence of any other alternatives compelled her to enter into these multiple roles. Respondent acknowledges that although there was a potential for the multiple roles to cause harm to Patient, her evaluation was that the risk of harm was low and ultimately no harm was done. Patient ended up thriving as a person and a student as a result of the program that Respondent put together and services she provided. Patient also viewed Respondent's efforts with her as successful and felt that Respondent always had her best interests at heart.
- J. On Thursday August 8, 2013, Patient reported to Respondent during an emergency therapy session that on the previous day, her father had shaken her and slapped her multiple times in the face. According to Respondent, Patient's father,

who was in the room at the time of the disclosure, did not deny the abuse. Respondent told Patient's father that she would have to report the physical abuse before Patient returned home, and there would have to be a safety plan. Patient's father said that he needed a separation from Patient for two days.

- K. Despite being obligated under RSA 169-C:29 and 30 to immediately report the suspected abuse of a minor, Respondent did not report the suspected abuse of Patient until approximately 48 hours had passed since she first found out about it. Respondent stated that the reason she waited 48 hours to report the suspected abuse was that she thought it would be in the best interest of both Patient and her father to wait for him to "calm down" and then Respondent and Complainant would co-report the incident to the appropriate authorities. That co-report never happened in that, as events unfolded, Respondent ended up reporting the suspected abuse herself to both New Hampshire and Vermont police on the night of Saturday August 10, 2013. Respondent did not speak to anyone at DCYF about the suspected abuse until Tuesday August 13, 2013, when she called to make sure that the police have informed DCYF. When she was told that the police had not filed a report, Respondent made a report to DCYF.
- L. After Patient disclosed the alleged abuse to Respondent on August 8, 2013, Respondent provided emergency respite care. Respondent had discussed the respite care with Patient and her father, and they could not provide such care. Respondent contacted KB, but she was out of town and could not provide the care. Respondent maintains that she allowed Patient to stay at her home because Respondent felt that there were no other options. In response to the complaint

Respondent stated that Patient had stayed overnight at Respondent's home on two (2) other occasions because Patient was home alone, unable to sleep, and was exhibiting signs that warranted overnight supervision. While Respondent maintains that she had permission from Patient's parents for her to sleep at her house, such consent was never documented in writing.

- M. On Saturday August 10, 2013, KB drove Patient to Montpelier, Vermont to be with her mother because Patient indicated that she was terrified and afraid to go home to Complainant. Respondent followed Patient and KB up to Vermont in her car. Respondent explained that she provided, at Patient's mother's request, continuing therapeutic care while with Patient and her mother in Vermont during that crisis weekend. Respondent attempted to leave Sunday afternoon, but Patient's mother requested that she stay another night.
- N. Throughout the relevant time period of January 2013 through August 2013, Respondent billed Patient's mother's trust for services outside of psychotherapy. For example, in an invoice sent to the trust, dated May 31, 2013, Respondent billed \$500 for "weekend care" of Patient, which included "dog care, food, shelter, entertainment, transportation, caretaking, etc." That same invoice indicates that Respondent billed the trust another \$500 for picking Patient up on May 28, 2013 and taking her to yoga and dinner and then driving her home. The arrangement for Respondent to provide these services was pre-authorized by Patient's mother.
- O. During the period of time spanning August 8 through 25, 2013, Respondent billed the trust thousands of dollars for both psychotherapy and non-clinical services

including transporting Patient, consultation with KB to manage Patient's crisis needs, ongoing consultation with school personnel and required 504 meetings, conversations with Patient's parents, general therapeutic support through dinner, interactions with police, overnight stays in Vermont, consultation with legal counsel about getting an attorney for Patient, and Respondent's call to DCYF. The invoice reflected those charges that were sent to the trust officer who managed Patient's mother's trust and the lawyers for the mother who had initiated a proceeding against Patient's father because of the alleged abuse. The lawyers raised questions about some of the charges reflected on the invoice, and after discussions, Respondent accepted a smaller amount than invoiced because it was the right thing to do for the patient.

P. Respondent explained during her interview that she had never been as involved with any other patient as she had been with Patient. Respondent maintains that her level of involvement with Patient was the result of the length of time that she had seen Patient, the age of Patient when she began treatment, and the fact of providing care throughout Patient's childhood. However, Respondent did reflect that she likely had identified with Patient "going outside the home for support" and "help", "allowing [herself] to individuate and progress more," and "leav[ing] the troubled ones behind".

Q. Respondent voluntarily stopped treating any new minor patients once the complaint was filed against her with the Board.

6. The Board finds that the above described conduct would constitute professional misconduct through violations of RSA 169-C:30, RSA 329-B:21, II (c) and (d); RSA

330-A:27, II (c) and (i); Mhp 501.02 (a) (1); and multiple provisions of the 2002 American Psychological Association (APA) Code of Ethics adopted by the Board.

7. Respondent acknowledges that the above described conduct, if proven, would constitute grounds for the Board to impose disciplinary sanctions against her 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 has voluntarily agreed to continue her current practice of the last four years of not treating minor patients under the age of eighteen (18) years old in this State and has further voluntarily agreed not to engage in multiple professional relationships with any client/patient.

C. Respondent's license to practice psychology in New Hampshire is suspended for a period not to exceed one (1) year in duration/ **Starting June 15, 2018.** The amount of days, if any, of the suspension that Respondent serves, shall be determined in an Order issued by the Board following a hearing/ **June 1, 2018 at 10 AM** at which the burden shall be on Respondent to *show cause* why the one (1) year suspension, or any portion of it, should not be served. ~~The Notice of Hearing scheduling the show cause hearing shall be issued by the Board within ten (10) days of the date of the Board meeting at which it is determined that the supervision period required by Paragraph 8G of this Settlement Agreement has been satisfactorily completed. The hearing itself shall be scheduled for the next Board meeting following the issuance of the Notice of Hearing, unless Respondent and Hearing Counsel agree to a different date~~

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~~approved by the Board.~~ The length of the show cause hearing shall not exceed sixty (60) minutes. Any period of suspension that may be imposed by the Board in an Order issued following the hearing shall not go into effect until thirty (30) days from the date of the Board's Order. By signing this *Settlement Agreement*, Respondent waives any right to appeal the length of any suspension that may be imposed.

- D. Respondent is assessed an administrative fine in the amount of \$7,500, of which \$2,500 shall be suspended provided Respondent demonstrates satisfactory compliance with the requirements set forth in this *Settlement Agreement*. Respondent shall pay the non-suspended portion of the fine (\$5,000) in ten (10) installments of \$500 each. The first payment shall be due within thirty (30) days of the effective date of this *Settlement Agreement*. The remaining payments shall 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, Concord, New Hampshire 03301.
- E. Respondent is required to meaningfully participate in forty-two (42) hours of continuing education, broken down in the following manner: twelve (12) hours in the area of maintaining professional boundaries, twelve (12) hours in the area of ethics, ten (10) hours in the area of record keeping/billing practices, and eight (8) hours in the area of dual/multiple relationships. The continuing education hours required by this paragraph 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*, unless otherwise noted. Within fifteen (15) days of completing any of these hours, Respondent shall notify the Board and provide written proof of completion. Completion of all four of the following courses shall satisfy the continuing education hours required by this paragraph:

1. The 71 hours of continuing education for the online Zur Institute Advanced Ethics Studies in Psychotherapy course, which Respondent was issued a certificate of completion for on September 20, 2017;
2. The 24 hours of continuing education for the in person PBI Essential Professional Boundaries and Ethics course, which Respondent is scheduled to attend on March 9-11, 2018 in Illinois;
3. The 3 hours of continuing education for the in person Boundary Crossings and the Ethics of Multiple Role Relationships course, which Respondent completed on June 12, 2015; and
4. The 2 hours of continuing education for the in person High Risk Temptations and the Ethics of Multiple Role Relationships course, which Respondent completed on June 12, 2015.

F. Within sixty (60) days of the effective date of this *Settlement Agreement* Respondent shall complete a psychiatric evaluation to include cognitive and personality testing. Respondent shall follow any and all recommendations of that evaluation, including, but not limited to, subsequent treatment. The evaluator

and, if appropriate, subsequent treatment provider, must be approved in advance by the Board.

G. 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 sixty (60) days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a list of not 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 or professional 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 the Board notifies Respondent of the supervisor it has

approved from the list Respondent provided to the Board, and continuing for a period of at least one (1) year thereafter, Respondent shall engage, at her 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.
- d. The required supervision is contingent on Respondent being licensed by the Board ~~and actively practicing psychology in New Hampshire. If Respondent ceases practicing psychology in the State of New Hampshire at any point before the completion of the required supervision, Respondent shall notify the Board of that fact in writing within ten (10) days of the cessation of her practice. At that point, the required supervision will be stayed until Respondent resumes practicing psychology in New Hampshire. If Respondent~~

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~~intends to resume the practice of psychology in New Hampshire at any point after the cessation of her practice, Respondent shall notify the Board of that fact in writing at least ten (10) days prior to the resumption of her practice.~~

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 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 start of the supervision, 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.
 - i. The first quarterly report shall be due thirty (30) days after the preliminary assessment described in 4.a. above.
 - ii. These quarterly 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 one (1) year, the supervisor shall include in his/her report, a recommendation regarding the value of further supervision.
- c. 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.
- d. 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.

H. Respondent shall bear all costs required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties. Such costs include, but are not limited to, the costs of treatment, supervision, continuing education courses, and fines.

I. The Board may consider Respondent's compliance with the terms and conditions of this *Settlement Agreement*, and with the recommendations of the treating psychologist or psychiatrist referenced in paragraph 8F of this *Settlement Agreement*, in any subsequent proceeding before the Board regarding Respondent's license.

J. If Respondent's license expires or lapses prior to the completion of the supervision period required by this *Settlement Agreement*, the supervision requirement shall become moot and Respondent shall not be deemed to have failed to comply with the supervision requirement of this *Settlement Agreement*. Should Respondent ever apply to become licensed again, the Board may consider the alleged conduct at issue in this case, as well as Respondent's compliance with the terms and conditions of this *Settlement Agreement*, in deciding whether or not to grant her license application.

K. 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 psychologist or work which requires education, training or a degree in psychology or directly or indirectly involves patient care, and to any agency or authority

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The Board reserves the right to impose any remaining requirements of the SuperSettlement Agreement in the event Respondent reappplies for licensure.

which licenses, certifies or credentials psychologists, with which Respondent is presently affiliated.

- L. 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 psychologist or for work in any capacity which requires education, training or a degree in psychology or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials psychologists, 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 329-B:21, 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 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 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 or by the Board surrounding 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: Nov 21, 2017

Alethea Young, Ph.D.
Respondent

Date: 11/21/2017

Geoffrey Vitt
Counsel to Respondent

FOR THE BOARD*

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

Date: 12-1-2017

Catherine E. Shanalaris
(Signature)

CATHERINE E. SHANALARIS
(Print or Type Name)
Authorized Representative of the
NH Board of Psychologists

*Board member(s) recused:

James Halla, B. Psy.D.