

**State of New Hampshire
Board of Licensing for Alcohol and Other Drug Use Professionals
Concord, New Hampshire 03301**

In the Matter of:
Julia M. Reilly, MLADC
No.: 0676
(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 practice of alcohol and other drug use professionals, the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals ("Board") and Julia M. Reilly ("Respondent"), a Master Licensed Alcohol and Drug Counselor ("MLADC") 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-C:27, I and RSA 330-C:28, I, and Board Rules ("Alc") 203 and 208, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by alcohol and other drug use professionals. Pursuant to RSA 330-C:27, IV, RSA 330-C:28, VI, and Alc 213 the Board may dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as an MLADC in the State of New Hampshire on August 20, 2009. Respondent holds license number 0676. During the period at issue, Respondent was a management-level clinician at Serenity Place, a non-profit substance use treatment organization in Manchester.

3. In December of 2017, Serenity Place experienced a financial collapse and was placed into receivership. The New Hampshire Bureau of Drug and Alcohol Services (“BDAS”), a bureau of the New Hampshire Department of Health and Human Services (“DHHS”), had a contract with Serenity Place and was the source of much of Serenity Place’s revenue. After the collapse, BDAS discovered that Serenity Place had not been complying with the terms of the contract and appeared to have overbilled the Bureau. As a result, the Commissioner of DHHS filed a complaint with the Board identifying potential misconduct by Serenity Place’s highest-ranking clinician. A preliminary review of the matter also revealed possible misconduct by the second-highest ranking clinician, the Director of Programs. That position was held by Respondent. On March 22, 2018, the Board issued an Order of Formal Investigation to include an examination of Respondent’s conduct.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s alleged misconduct in her role as Serenity Place’s Director of Programs.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence to seek to prove that Respondent engaged in professional misconduct by the following facts:
 - A. In 2016, Respondent was named Director of Programs at Serenity Place. In that role, she shared responsibility for overseeing employee training, maintaining compliance with state contracts, and supervising the coordinators that managed each of Serenity Place’s programs.

- B. Under the terms of the BDAS contract, Serenity Place employees were required to obtain Certified Recovery Support Worker (“CRSW”) certification within six (6) months of hire. Respondent was responsible for ensuring compliance with this contractual requirement.
- C. Respondent did not provide, or adequately obtain, CRSW training for employees. During her tenure as Director of Programs, most employees did not obtain CRSW certification as required. For most of her tenure, Respondent did not monitor staff compliance with CRSW requirements.
- D. Serenity Place utilized the Web Information Technology System (“WITS”) which is the state’s electronic patient records system. Respondent was an experienced and proficient WITS user, but most Serenity Place employees were not.
- E. Respondent shared responsibility for training employees to use WITS. During her tenure as Director of Programs, Respondent did not adequately and consistently provide that training. This contributed to widespread record-keeping errors by Serenity Place employees.
- F. In her capacity as Director of Programs, Respondent was frequently absent and unavailable to staff. Respondent frequently missed scheduled meetings and was often late to appointments with clients. Respondent also failed to provide timely responses to emails, text messages, and phone calls from staff and management.

- G. During the investigation, Respondent asserted that, at the direction of her supervisor, she spent eighty five percent (85%) of her time at the facility of the Serenity Place's Women's Program. The investigation indicated that may not have been the case. The Women's Place Coordinator reported that Respondent was frequently absent from meetings at the facility and was frequently late for client appointments there.
- H. The respondent became directly aware of information that indicated that the highest-ranking clinician at Serenity Place utilized unlicensed and improperly supervised employees to provide clinical services to clients. In spite of Respondent's awareness of the clinician's alleged misconduct in that regard, she failed to report it the Board as required.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent committed misconduct as defined by RSA 330-C:27, III (a), by violating Codes (e) (1), (e) (2), and (l) (3) of the Alcohol and Drug Counselor Code of Conduct binding on MLADCs under RSA 330-C:10, I (d).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's MLADC license in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-C:27, IV:
- A. Respondent is **censured**.

- B. Respondent is assessed an **administrative fine** in the amount of one thousand dollars (\$1,000.00). Respondent shall pay this in ten (10) monthly installments of one hundred dollars (\$100.00) 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, NH 03301.
- C. Respondent shall pay one thousand dollars (\$1,000.00) towards the **costs of investigation and prosecution** of this matter. Payment shall be made in full within one hundred and eighty (180) 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, NH 03301 and making a notation that it is for "Cost of Investigation" pursuant to RSA 332-G:11.
- D. Respondent's license to practice is placed into a status of **probation** for a period of three (3) years with the following conditions:
1. Respondent shall not supervise any clinicians, licensees or certificate holders of the Board, or candidates for licensure.
 2. Respondent shall complete eight (8) hours of in-person continuing professional education on the subjects of ethics and professional responsibilities to clients with at least two (2) hours

of each. The hours shall be completed within one (1) year of the effective date of this *Settlement Agreement*. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year 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.

3. Respondent shall practice under the direct **supervision** of another licensee of the Board for a period of one (1) year.
 - a. Within thirty (30) days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a list of no less than two (2) supervisors willing and qualified to undertake evaluative/remedial supervision as described herein.
 - b. 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.
 - c. 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.

- d. Respondent shall have no social or professional association with the intended supervisor that would impair the supervisor's ability to perform in an evaluative role.
- e. Beginning no more than 60 days from the effective date of this *Settlement Agreement* and continuing for a period of twelve (12) months thereafter, Respondent shall engage, at her own expense, the services of the supervisor approved by the Board.
- f. Respondent shall meet monthly for one-hour sessions with the supervisor unless and until the supervisor deems that a different frequency and/or duration of meeting time of supervision sessions is indicated.
- g. 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 of sessions.

- h. 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.
- i. The supervision shall consist of a preliminary assessment of Respondent's practice, 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, her schedule, and her effectiveness in communicating with colleagues and clients.
- j. The supervisor shall file reports with the board every six (6) months.
- k. This report shall include the supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the Settlement Agreement and any other ethical or professional practice issues uncovered.
- l. The supervisor shall report to the Board at the end of each six (6) month period during which the supervision

- continues. These reports shall specifically state Respondent's attendance and provide an explanation for any absence, whether supervision has been complete/incomplete or successful/unsuccessful.
- m. 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 take other appropriate action.
- n. 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.
9. Respondent shall bear all costs of the education, evaluation, and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
10. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
11. 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 MLADC, LADC

- ("Licensed Alcohol and Drug Counselor"), or work which requires education or training in substance use disorders or directly or indirectly involves client treatment, and to any agency or authority which licenses, certifies or credentials MLADCs or LADCs, with which Respondent is presently affiliated.
12. 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 MLADC, LADC, or for work in any capacity which requires education or training in substance use disorders or directly or indirectly involves client treatment and to any agency or authority that licenses, certifies or credentials MLADCs of LADCs, to which Respondent may apply for any such professional privileges or recognition.
 13. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute a violation of an order issued by the board pursuant to RSA 330-C:27, III (a) 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 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. This *Settlement Agreement* shall become a permanent part of Respondent's file, which

is maintained by the Board as a public document.

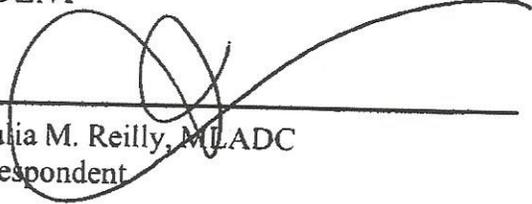
16. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
17. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
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 to 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, or by, 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 this *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

Date: 7-29-2019



Julia M. Reilly, MLADC
Respondent

Date: 8/5/2019



Jack Crisp, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 9/17/19


(Signature)

Michelle L. Thibeault
(Print or Type Name)

Authorized Representative of the
New Hampshire Board of Licensing for
Alcohol and Other Drug Use Professionals

/* _____, Board members, recused.