

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

In the Matter of:

Jennifer Williams, LICSW # 2388
(Professional Misconduct Allegation)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Board of Mental Health Practice (“Board”), and Jennifer Williams (“Respondent”), do hereby stipulate and agree to resolve certain pending allegations of professional misconduct according to the following terms and conditions:

1. Under RSA 330-A:23 and RSA 330-A:22, V, independent or private mental health practice requires Board licensure in New Hampshire.
2. Pursuant to RSA 330-A: 28, the Board has jurisdiction to authorize investigations into allegations of professional misconduct by persons licensed to engage in mental health practice in this state. Pursuant to RSA 541-A: 38, such allegations may be resolved by settlement and without commencing an adjudicatory hearing.
3. On, March 12, 2022, the Division of Enforcement of the Office of Professional Licensure and Certification received a complaint that Respondent, a licensed

clinical social worker (“LICSW”), had employed unlicensed counselors at her practice.

4. The Board initiated an investigation and obtained information from various sources pertaining to Respondent’s activities related to unlicensed practice in the State of New Hampshire.
5. Respondent stipulates that if an adjudicatory hearing were to take place, Hearing Counsel would introduce evidence that could establish that Respondent facilitated unlicensed mental health practice in violation of RSA 330-A:23 by the following facts:
 - A. Respondent is a LICSW in the State of New Hampshire and holds license number 2388.
 - B. Respondent is the owner of Just For You Counseling, PLLC (“Just For You”), a private mental health counseling practice based in Salem, New Hampshire.
 - C. Between approximately March 12, 2022 and March 15, 2022, Respondent employed four individuals at Just Four You who provided mental health services to clients at the practice.
 - D. While trained and experienced counselors, none of the individuals were licensed by the Board. Two of the individuals had applied for licensure and were awaiting the issuance of their licenses. The other two individuals were part-time employees and received clinical supervision from their primary employers.

- E. Unlicensed counselors are permitted to provide private mental health services when receiving clinical supervision and while under a supervision agreement approved by the Board.
 - F. None of the four individuals were working at Just For You under the authority of supervision agreements filed and approved by the Board on behalf of Just For You as the primary employer.
 - G. Respondent reported that she mistakenly believed that it was permissible to employ counselors who had received, or were receiving, clinical supervision from other employers, and there is nothing in the referenced investigation to indicate otherwise.
6. The Board finds that Respondent committed the acts as described above and concludes that such conduct constitutes a violation of RSA 330-A: 27, II(c).
 7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary action.
 8. Respondent consents to the Board imposing the following disciplinary terms pursuant to RSA 330-A: 27, III.
 - A. Respondent is reprimanded.
 - B. Respondent is assessed a fine in the amount of five hundred dollars, (\$500.00), two hundred and fifty dollars (\$250.00) of which shall be suspended for a period of two years on the condition that she not employ unlicensed counselors unless under supervision agreements approved by the Board.

- C. Respondent shall pay the fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below. Payment shall be made by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire.
9. The Board agrees that in return for Respondent executing this *Settlement Agreement*, it will not proceed with a formal adjudicatory process based upon the facts described herein.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described herein. However, this conduct may be considered as evidence of a pattern of conduct in the event that similar unlawful conduct is proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained 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. 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.

14. 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*.
15. 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.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
17. 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 conduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 5-17-2023

Jennifer Williams
Jennifer Williams
Respondent

FOR THE BOARD/*

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

Date: 6/16/2023

J Webber
(Signature)

J Webber - Administrator

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