

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

In the Matter of:
Vincent M. Joe
CRSW License No.: 0245

Docket No.: 2022-ALC-030

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 certified recovery support workers, the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals (“Board”) and Vincent M Joe, (“Respondent”), a Certified Recovery Support Worker (“CRSW”) 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, RSA 330-C:29, RSA 310-A:1-j, RSA 310-A:1-k, and N.H. Code Admin. R Alc (“Alc”) 103.02, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by its licensees. Pursuant to RSA 330-C:29, III, RSA 310-A:1-m, and Alc 213.01, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. On 01/09/2020, the Board first granted Respondent a license to practice as a CRSW in the State of New Hampshire. Respondent holds an active CRSW license having license number 0245 which expires on 06/30/2024.
3. On 06/12/2020, the Board received a complaint filed by Denise Elwart of Southeastern NH Alcohol & Drug Abuse Services (SENHS) alleging the Respondent while employed at SENHS generally violated the professional boundary between client and professional.
4. After investigation, the Board voted to bring the case to adjudication.

5. Respondent stipulates that if an adjudicative hearing were to take place, Hearing Counsel could prove that the Respondent engaged in professional misconduct in violation of RSA 330-C:27, III(a) (*see* RSA 330-C:13, IV *and/or* Alc 502.01(b) (NAADAC Principle VI-13 Boundaries) *and/or* Alc. 502.01(9)(b)) by the following facts:
- A. At all times relevant, Respondent held an active CRSW license issued by the Board.
 - B. Respondent was employed as a Resident Assistant at SENHS.
 - C. While employed at SENHS, Client initiated contact with Respondent via Facebook Messenger seeking help with a family issue.
 - D. Respondent engaged in series of messages with the Client via Facebook Messenger prompted when Client was having “down” days.
 - E. The contents of the messages contained comments intended by the Respondent to be supportive.
 - F. The subject of one of the messages sent was a crude joke.
 - G. Respondent did not report or discuss the messages sent via Facebook Messenger with his supervisor.
 - H. Client provided staff at SENHS select screenshots of the messages sent via Facebook Messenger.
 - I. Respondent did not preserve copies of the messages sent via Facebook Messenger.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, the Respondent failed to adhere to NAADAC Principle VI-13 (2016 Ed.) entitled “Boundaries”, regarding the appropriate use and

application of technology, including the use of a crude joke, and the limitation of its use in the counseling relationship. Additionally, the failure to preserve, as part of the client record, certain electronic messages that were intended as supportive may be deemed a failure to adhere to Alc. 502.01(9)(b). The lack of adherence thereof would constitute a violation of RSA 330-C:27 III(a).

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against his license to practice as a CRSW 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 **REPRIMANDED**.
 - B. Respondent's license shall be placed on **PROBATIONARY STATUS** for a period of one (1) year or as further defined below. During the period of probation:
 - i. Respondent is required to meaningfully participate in **CONTINUING EDUCATION** until a satisfactory degree of skill has been achieved in the area of boundaries in the use of technology and HIPAA ("Area(s) of Deficiency)" according to the following terms:
 - a. Respondent shall demonstrate a satisfactory degree of skill in the Area of Deficiency has been achieved prior to the conclusion of the probationary period.
 - b. A satisfactory degree of skill shall be demonstrated by completion of at least five (5) hours of continuing education (where four (4)

- hours shall be on the topic of boundaries/technology and one (1) hour shall be on the topic of HIPAA) and an accepted written report as further defined in paragraph 8.B.ii.
- c. Continuing education may be completed via online course(s).
 - d. Such continuing education hours shall be in addition to the hours required by the Board for renewal of licensure.
 - e. Respondent shall complete the courses and provide certificates of completion to the Board Administrator within four (4) months from the Effective Date.
- ii. Respondent shall **FILE REPORT(S)** with the Board according to the following terms:
- a. Upon completion of the continuing education as defined above, the Respondent shall write a report demonstrating a satisfactory degree of skill has been achieved in the Areas of Deficiency which (1) summarizes what the Respondent learned from the continuing education courses and (2) applies what the Respondent learned to the above stated facts by identifying what changes the Respondent would make to his/her conduct if now faced with the same circumstances.
 - b. The report shall be due within five (5) months from the Effective Date.
 - c. The report shall be confidential and exempt from disclosure under RSA 91-A.

- d. Within forty-five (45) days of receipt of the report, the Board shall review the report and notify the Respondent whether or not the Board accepts the report as demonstrating a satisfactory degree of skill has been achieved in the Areas of Deficiency.
- e. If the Board accepts a report as demonstrating a satisfactory degree of skill has been achieved in the Areas of Deficiency, the probationary period shall end on the date of the Board's acceptance of the report, and acceptance shall constitute a finding of correction of the deficiency pursuant to Alc 306.02(a)(2)(c).
- f. If the Board does not notify the Respondent of the result of the Board's review within forty-five (45) days of receipt of the report, the report shall be deemed accepted as demonstrating a satisfactory degree of skill has been achieved in the Areas of Deficiency.
- g. If the Board determines the report fails to demonstrate a satisfactory degree of skill has been achieved in the Areas of Deficiency, the Board shall schedule a non-disciplinary show cause hearing limited to the issues presented of (1) whether or not the Respondent has demonstrated a satisfactory degree of skill has been achieved in the Area of Deficiency; and, (2) whether or not the Board should require the completion of additional continuing education in the Area of Deficiency not to exceed the above stated hours/topics and corresponding report.

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- C. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of two hundred and fifty dollars (\$250.00) where the full amount of \$250.00 **shall be stayed** upon timely submission of the continuing education and report as stated above. If timely submission of the continuing education and report is not made, the administrative fine shall be due and payable within six (6) months of the Effective Date of the settlement agreement or as defined by an order of the Board. Payment terms are specified below.
- D. Respondent is assessed **COSTS OF INVESTIGATION AND PROSECUTION** in the amount of two hundred and fifty dollars (\$250.00), where the full amount of \$250.00 **shall be stayed** upon timely submission of the continuing education and report as stated above. If timely submission of the continuing education and report is not made, the administrative fine shall be due and payable within six (6) months of the Effective Date of the settlement agreement. Payment terms are specified below.
- E. Respondent shall pay Administrative Fine/Cost of Investigation and Prosecution by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire." Administrative Fine payment shall be made separate from a Cost of Investigation and Prosecution payment. The memorandum line shall specify "Docket No. 2022-ALC-30" and either "Administrative Fine" or "Cost of Investigation and Prosecution." The payment shall be sent with a copy of this *Settlement Agreement*. The payment shall be sent to:

ATTN: OPLC Finance and Board of Licensing for Alcohol and
Other Drug Use Professionals
Office of Professional Licensure and Certification

7 Eagle Sq.
Concord, NH 03301

9. Respondent shall bear all costs of education, supervision, and/or reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
10. Within ten (10) days of the Effective Date, Respondent **SHALL FURNISH A COPY** of the *Settlement Agreement* to any current employer for whom Respondent performs services as a CRSW or work which requires education, training or a degree in recovery support or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials CRSWs, with which Respondent is presently affiliated.
11. For a period of one (1) year from the Effective Date, Respondent **SHALL FURNISH A COPY** of the *Settlement Agreement* to any future employer for whom Respondent performs services as a CRSW or work which requires education, training or a degree in recovery support or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials CRSWs, to which Respondent may apply.
12. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 330-C:27, III (a), and a separate and sufficient basis for further disciplinary action by the Board.
13. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. 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.

14. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
15. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
16. 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.
17. 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.
18. 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*.
19. 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 his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
20. Respondent agrees to support the adoption of this agreement by the Board.
21. Respondent is not under the influence of any drugs or alcohol and otherwise of sound mind at the time he signs this *Settlement Agreement*.

22. 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.
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: 3/23/23



Vincent Joe, CRSW
Respondent

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FOR THE BOARD/*

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

Date: 4/21/2023

Traci Weber, administrator
(Signature)

Traci Weber, Administrator
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Licensing for
Alcohol and Other Drug Use Professionals

/*[Name(s)], Board members, if recused.