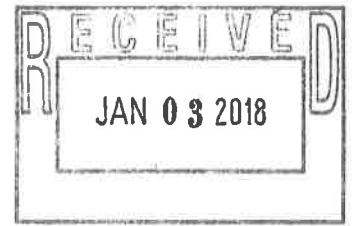


**State of New Hampshire
Board of Recreational Therapy
Office of Allied Health Professionals
Concord, New Hampshire 03301**



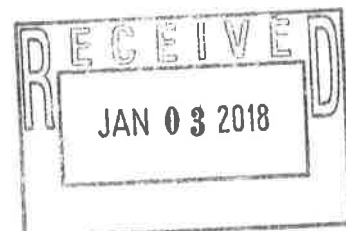
In the Matter of:
Agatha Halliday, CTRS/L
License No.: 0125
(Misconduct Allegations)

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 recreational therapy, the New Hampshire Board of Recreational Therapy ("the Board") and Agatha Halliday, CTRS/L ("Respondent") agree to settle certain allegations of misconduct related to the practice of recreational therapy now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by recreational therapists who are its licensees pursuant to RSA 328-F:5, RSA 328-F: 23, I, RSA 328-F: 24, Recreational Therapy Administrative Rules ("Rec") 103.3 and Rec 404. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI, Rec 404.03(b), and Allied Health Professionals Administrative Rule ("Aph") 214.01.

2. The Board first granted Respondent a license to practice recreational therapy in the State of New Hampshire on July 14, 2015. Respondent voluntarily allowed her license to expire on December 31, 2016 in order to fully address any misconduct issues before this this Board prior to pursuing future employment in the field of recreation



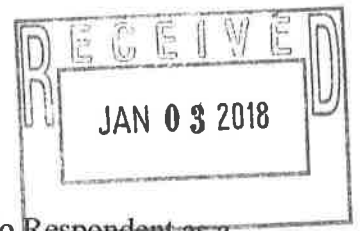
therapy. Respondent holds license number 0125. Respondent was previously practicing Recreational Therapy in Durham, New Hampshire.

3. On August 22, 2016, the Board received a notification from Northeast Passage regarding their termination of Respondent for crossing boundaries with one of her patients ("Patient") by becoming socially involved with Patient and smoking marijuana with Patient and buying it from him.

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

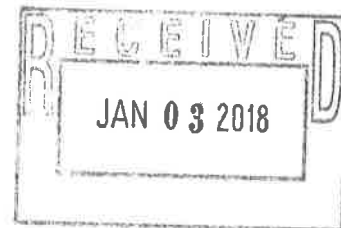
5. Respondent neither admits nor denies the alleged conduct, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence from which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II (c) and (e), Rec 404.01 (d) and 502.01, and Principals 2, 9, and 10 of the American therapeutic Recreation Association ("ATRA") by the following facts:

- A. Respondent began working in the PATH program at Northeast Passage in May 2015 and first met Patient that same summer when he became one of the many veteran patients that Respondent treated while working in the PATH program. Patient presented with the goals using recreational therapy to increase his activities with his wife and children.
- B. During the course of Patient's treatment at the PATH Program, Patient wrote a letter to his psychologist that detailed severe sexual trauma that he experienced while serving in the military. The



psychologist suggested that Patient read the letter to Respondent as a further part of his treatment. Respondent sought the advice of her supervisor, who was comfortable with the situation. However, neither the psychologist nor Respondent's supervisor discussed or formulated a treatment plan or risk management plan with Respondent to address how Patient might react to reading his letter to Respondent. Respondent listened to Patient read his letter. Respondent stated that this disclosure by Patient was the point when the dynamic of her relationship with Patient changed.

- C. After this disclosure, Patient sought ongoing support from Respondent by continuing to disclose intimate information to her in phone calls he made to her. Respondent felt a responsibility to provide support to Patient beyond the scope of recreational therapy due to concerns that Patient was making unsafe choices. Respondent regularly implored Patient to discuss these issues with his wife and psychologist, but she does not believe he did so. Respondent acknowledges that she should have insisted that Patient look to his psychologist for help with his issues instead of her.
- D. Respondent spent time with Patient outside of their therapy sessions on at least two occasions. Respondent used these occasions as further opportunities to encourage Patient to seek outside support. During these occasions, Respondent and Patient had dinner and smoked marijuana together. It was in the context of one of these



social meetings that Respondent purchased marijuana from Patient.

There is no evidence that Respondent either used drugs with, or purchased drugs from, any of her other patients.

- E. At one point after the fact, Patient indicated to Respondent that he had a sexual encounter with one of Respondent's friends, who he met during an occasion in which he and Respondent saw each other socially. Respondent did not have a sexual or romantic relationship with Patient.
- F. On July 27, 2016, the Director of the PATH program was informed by a psychologist that Patient had informed her of the above-stated conduct. However, Patient refused to reveal the name or gender of Respondent and also refused to come forward with a complaint.
- G. On August 3, 2016, the Director of the PATH program met with the full Northeast Passage Path clinical team of recreational therapists and explained the account that the psychologist had relayed to her. Later that evening, Respondent confirmed that she was the recreational therapist who was the subject of the meeting. Respondent admitted to all of the conduct described by the psychologist. This admission resulted in Respondent being terminated.
- H. In Northeast Passage's notification to the Board, they stated that while they did not condone Respondent's lapse in judgment, they



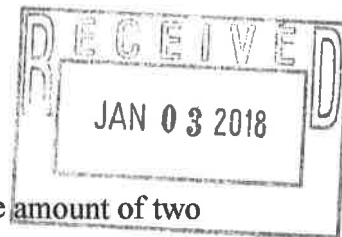
recognized her otherwise excellent work that she provided to her
other veteran clients.

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (c) and (e), Rec 404.01 (d) and 502.01, and Principals 2, 9, and 10 of ATRA.

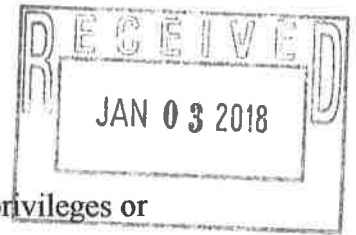
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against her license to practice as a recreational therapist in the State of New Hampshire.

8. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, IV:

- A. Respondent is required to meaningfully participate in continuing recreational therapy education consisting of ten (10) hours in the area of ethics focused on maintaining professional boundaries. Such continuing education hours must be preapproved by the Board. The request for preapproval of the continuing education hours must be submitted to the Board no later than 120 days from the date that Respondent signs this *Settlement Agreement*. These continuing education 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.



- B. Respondent is assessed an administrative fine in the amount of two hundred fifty dollars (\$250). Respondent shall pay this fine in full no later than October 1, 2018. 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 121 South Fruit Street, Suite 303, Concord, New Hampshire 03301.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this *Settlement Agreement* to any current employer for whom Respondent performs services as a recreational therapist or work which requires specialized training in recreational therapy or a recreational therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials recreational therapists with which Respondent is presently affiliated.
- D. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a recreational therapist or for work in any capacity which requires recreational therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials recreational therapists to which



Respondent may apply for any such professional privileges or recognition.

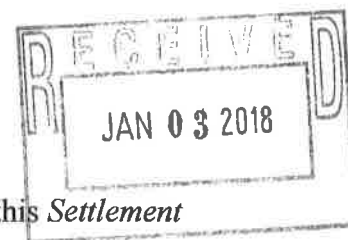
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and a separate and sufficient basis for further disciplinary action.

10. While Respondent is no longer licensed, the Board may consider the misconduct described above in deciding whether or not to grant her a license in the future in the event that she submits an application to become licensed again.

11. 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. Any future discipline by the Board could include license suspension or revocation.

12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

13. 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.



14. 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.

15. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

16. 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 agreement.

17. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced her right to a fair and impartial hearing in the future if the Board does not accept this agreement.

18. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

19. Respondent certifies that she has read this document entitled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on she 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 agreement she waives these rights as they pertain to the misconduct described herein.



20. 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 THE RESPONDENT

Date: 12-26-2017

Agatha Halliday CTRS
Agatha Halliday, CTRS/L

Date: 12-28-2017

Andrea Daly
Andrea Daly, Esq.
Counsel for Respondent

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

FOR THE BOARD/*

Date: 12/19/17

Tina M Kelly
(Signature)

TINA M Kelley
(Print or Type Name)
Authorized Representative of the
New Hampshire Recreational
Therapy Governing Board

/*Board Member, recused:
