

**State of New Hampshire
Board of Mental Health Practice
Concord, New Hampshire 03301**

In the matter of:
Candace Jalbert Stohl,
LCMHC License #1239
(Misconduct Allegations)

Docket No.: 2022-Mhp-005

CONSENT DECREE

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the mental health profession, the New Hampshire Board of Mental Health Practice (“Board”) and Candace Jalbert Stohl, LCMHC (“Respondent”), a licensee of 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-A:28 and Mental Health Practice Administrative Rules (“Mhp”) 207, the Board has jurisdiction to investigate allegations of professional misconduct committed by mental health practitioners. Pursuant to RSA 330-A:28, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as a Licensed Clinical Mental Health Counselor (“LCMHC”) in the State of New Hampshire 2017. Respondent holds license number 1239.
3. On or about March 20, 2019, the Board received a written complaint from management at Center for Life (“CLM”) in Derry, NH alleging the Respondent made improper disclosures to clients and failed to maintain proper counselor-client boundaries.
4. In response to the complaint, the Board conducted a formal investigation and obtained

information from various sources pertaining to whether the Respondent's conduct violated statutes and rules specified in the Board's Orders of Formal Investigation.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct in violation of RSA 330-A:27 II. (i); Mhp 501.01(a) and Mhp 501.02(a)(3); and AMHCA Code of Ethics I.A.3.;
 - A. Respondent is a licensee of the Board having LCMHC License No. 1239.
 - B. Respondent has no prior history of misconduct or professional discipline.
 - C. Respondent worked for CLM in Derry, NH from 2014 to December 2018.
 - D. While employed at CLM, Respondent made self-disclosures to clients concerning personal matters.
 - E. While employed at CLM, Respondent exchanged personal cell phone numbers and exchanged text messages with clients.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-A:27 II. (i); Mhp 501.01(a) and Mhp 501.02(a)(3); and AMHCA Code of Ethics I.A.3.
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:
 - A. Respondent shall meaningfully participate in a program of a total of eleven (11) hours of **CONTINUING EDUCATION** on the topics of ethics, improper disclosures, and professional boundaries. These hours shall be in addition to the

hours required by the Board for renewal of licensure. The Respondent shall within 180 days provide the Board with certificate(s) of completion for completed hours, the course syllabus and/or course materials which demonstrates the course provided instruction in the above stated topics, and certify that the submitted hours have not previously been submitted for purpose of renewal. The Board shall inform the Respondent within 45 days of date the hours are submitted whether the submitted hours are accepted as a fulfillment of this term. The two attached certificates of completion demonstrating successful completion of 11.25 hours on 01/22/2021 and 10/06/2020 may be accepted as a fulfillment of this term pursuant to the above stated terms. The Respondent may submit other completed course hours pursuant to the above stated terms. Respondent shall bear all costs of education and reporting required by this *Settlement Agreement* but shall be permitted to share such costs with third parties.

- B. Respondent is required to participate in **SUPERVISION** for a period of 6 months with a licensed, unbiased clinical supervisor in good standing with Board who will have a total of three (3) one (1) hour sessions occurring one session per month during the first, third, and sixth months with reports and recommendations filed at the first and final sessions of supervisory term. Within 30 days of the Effective Date of this Agreement and prior to the first session, the Respondent shall notify the Board of the identity of the clinical supervisor and of the clinical supervisor's agreement to provide supervision pursuant to the above stated terms.
- C. 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 mental health practitioner or work which requires education, training, or degree in counseling or directly or indirectly involves client care, and to any agency or authority which licenses, certifies or credentials counselors, with which Respondent is presently affiliated.

- D. 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 licensed mental health practitioner or for work in any capacity which requires education training or degree in counseling or directly or indirectly involves client care; and to any agency or authority that licenses, certifies or credentials mental health counselors, to which Respondent may apply for any such professional privileges or recognition.
9. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
10. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 330-A:27, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
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 of a pattern of conduct 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.

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 on the facts described herein.
15. 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.
16. Respondent has had the opportunity seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
17. 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.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs the *Settlement Agreement*.
19. 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-

Settlement Agreement
In re Candace Jalbert Stohl

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.


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.

[end of terms; signatures to follow]

Settlement Agreement
In re Candace Jalbert Stohl


FOR RESPONDENT

Dated: 7/1, 2022



Candace Jalbert Stohl,
LCMHC
Respondent

On this 1st day of July A.D. 2022 personally
appeared the person who subscribe to the following instrument and acknowledged the
same as her/his voluntary act and deed before me.




Justice of the Peace/Notary
Public My commission expires: J.P exp Jan. 2025

FOR THE BOARD

ACCEPTED BY BOARD OF MENTAL HEALTH PRACTICE on this 15th day of
July, 2022 (Effective Date).

Date: July 15, 2022



(Signature)
Ashley Czechowicz

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