

**N.H. Occupational Therapy Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301**

**In the Matter of:
Jill Daneault, OTA
License No. 0420**

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 occupational therapy, the New Hampshire Board of Licensed Allied Health Professionals, Occupational Therapy Governing Board (“the Board”) and Jill Daneault, OTA (“Respondent”) agree to settle certain allegations of the allegations of professional misconduct 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 occupational therapy assistants who are its licensees pursuant to RSA 328-F:23, I and RSA 328-F:24. The Board may dispose of any such allegations by settlement and without commencing or completing disciplinary hearing pursuant to RSA 328-F:24, VI and Ahp 214.01.
2. The Board first granted Respondent a license to practice as an Occupational Therapy Assistant in the State of New Hampshire on November 9, 1999. Respondent holds license number 0420.
3. On April 9, 2018, the Board received a complaint alleging that Respondent had committed misconduct by reporting to work under the influence of alcohol.
4. The Board's investigation revealed and Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent

engaged in unprofessional misconduct in violation of RSA 328-F:23, II (a), (b), (e) and (f) by the following facts:

- A. On or about April 9, 2018, Respondent reported to work at Presidential Oaks in Concord, New Hampshire. A patient reported the smell of alcohol on Respondent during a treatment session.
- B. The results of a test taken by Respondent that day, revealed that she had a BAC of 0.166, twice the legal limit to drive.
- C. On or about May 12, 2018, Respondent confirmed that she reported for work on April 9, 2018 with alcohol in her system.
- D. Respondent signed a Preliminary Agreement Not to Practice on May 24, 2018, which the Board approved on June 25, 2018. Under the terms of that agreement, Respondent agreed not to practice as an occupational therapy assistant in the State of New Hampshire until further order of the Board.
- E. Respondent entered the Nathan Brody Program through the Horizons Counseling Center, which confirmed that in November of 2018, Respondent completed the program consisting of 24 treatment sessions. Respondent has been participating in outpatient counseling sessions approximately every two weeks since the end of December 2018.
- F. On or about January 15, 2019, Respondent submitted an application for reinstatement. In that application, Respondent answered “No” to the question asking whether she had “been found guilty or entered into a plea of no contest to any felony or misdemeanor?”

- G. On April 4, 2019, the Board received Respondent's Criminal History record, which contained three separate misdemeanor convictions. The convictions were from 2006, 2013 and 2015, and none of them related to her occupational therapy assistant profession.
 - H. Respondent also failed to disclose these misdemeanor convictions on her 2015 and 2017 license renewal applications.
 - I. On or about April 8, 2019, Respondent wrote to the Board indicating that she misinterpreted the question regarding criminal history as relating to her profession, and not to her generally.
- 5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated of RSA 328-F:23, II (a), (b), (e) and (f).
 - 6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against her license to practice as an occupational therapy assistant in the State of New Hampshire.
 - 7. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F:23, IV:
 - A. Within thirty (30) days of the effective date of this Settlement Agreement, Respondent shall **continue outpatient counseling services**, the requirements of which shall be as follows:
 - i. Respondent shall continue to receive outpatient counseling services every two weeks.

- ii. Respondent's continued participation in outpatient counseling services shall be reported to the Board on a monthly basis by the provider.
 - iii. Respondent shall execute the necessary consent(s) to allow such reporting to occur.
 - iv. Respondent shall remain in counseling services for no less than a period of six (6) months.
 - v. The provider shall submit a report to the Board at the end of the six (6) month period, which shall include any recommendations for continued treatment, if such is deemed necessary. If continued treatment is recommended, Respondent shall follow said recommendations and remain in treatment for the proscribed period of time.
- B. Respondent is assessed an **administrative fine** in the amount of one thousand dollars (\$1,000) to be paid within thirty (30) days of the effective date of this Settlement Agreement through 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, New Hampshire.
- C. Respondent is assessed for the **costs of the investigation and prosecution** of these misconduct allegations, pursuant to RSA 332-G:11, in the amount of one thousand dollars (\$1,000) to be paid within thirty (30) days of the effective date of this Settlement Agreement through 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, New Hampshire.

The money or bank check shall contain the notation "Investigative costs:
Occupational Therapy Governing Board, pursuant to RSA 332-G:11."

- D. For a continuing period of one (1) year from 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 an occupational therapy assistant or for work in any capacity which requires occupational therapy related training or licensure, or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials occupational therapy assistants to which Respondent may apply for any such professional privileges or recognition.
8. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct and a separate and sufficient basis for the further disciplinary action.
 9. 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 further license suspension or revocation.
 10. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as public document.

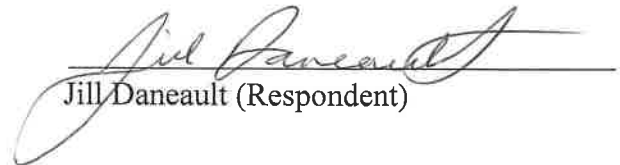
11. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein. Respondent agrees that no force, threat, duress or coercion of any kind has influenced her decision to sign this Settlement Agreement.
12. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that her action in entering into this 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 agreement.
15. 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, or by, 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.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.
17. 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 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 agreement she waives these rights as they pertain to the misconduct described herein.

18. 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

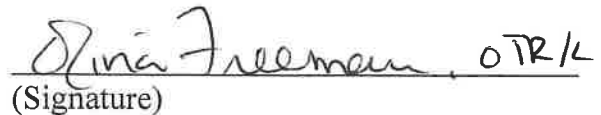
Date: 9/11/19


Jill Daneault (Respondent)

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

FOR THE BOARD/*

Date: 9/23/19


(Signature)

Olivia Freeman, OTR/L
(Print or Type Name)
Authorized Representative of the
New Hampshire Occupational Therapy
Governing Board

/* _____, Board Member(s), recused.