

**State of New Hampshire
Board of Psychology
Concord, New Hampshire 03301**

In the Matter of:
Ann Reynolds, Psy.D.
License No.: 1114
(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 psychology, the New Hampshire Board of Psychology ("Board") and Ann Reynolds, Psy.D. ("Dr. Reynolds" or "Respondent"), a psychologist 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 329-B:21, I, 329-B:22, and 329-B:23, and Psychology Administrative Rule ("Psyc") 204 and 205, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by psychologists. Pursuant to RSA 329-B:23, III, 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 psychology in the State of New Hampshire on October 13, 2006. Respondent holds license number 1114. Respondent practices psychology in Quechee, Vermont.
3. On or about February 18, 2016, the Board received a complaint alleging that Respondent had acted in an unprofessional and unethical manner while providing therapy.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged conduct.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove the following facts:
 - A. In 2010, Respondent began treating GL, a minor whose parents were involved in a contentious custody dispute. After approximately four months of therapy with GL, Respondent determined GL no longer required individual therapy, and instead recommended family therapy with each parent.
 - B. Respondent also recommended that a guardian ad litem ("GAL") be appointed. A GAL was subsequently appointed by the Court.
 - C. Respondent provided family therapy to GL and each of his parents. These family therapy sessions concluded in the spring of 2011.
 - D. Respondent had no contact with GL or his family until the summer of 2013, when conflict between GL's parents intensified and GL's animosity towards his mother worsened. GL was now 14 years old and was running away from his mother's home to stay with his father. The Court intervened and ordered that the father return GL to his mother or go to jail. In early August 2013, GL's father asked Respondent to resume individual therapy with GL. Respondent started treating GL again on August 4, 2013. Written informed consent was obtained from GL's father. Respondent obtained verbal informed consent to resume therapy from GL's mother.

- E. Without a request from the court, or written authorization from either parent, Respondent wrote a letter dated August 25, 2013 for GL's father to submit to the court expressing her concerns for GL and strongly recommending that GL be allowed to reside with his father.
- F. On September 4, 2013, upon a subpoena from the father's attorney, Respondent testified in court.
- G. Respondent had phone and email contact with GL's mother about GL's treatment in August 2013. Respondent met with GL's mother on September 25, 2013 to further discuss GL's treatment and her recommendation that GL have additional time with his father. Respondent encouraged GL's mother to enter into therapy with GL due to her concerns that their relationship appeared badly damaged.
- H. In mid-2014, following a hearing at which the Judge met with GL in chambers, the Court ordered temporary custody to GL's father.
- I. Respondent continued to treat GL until December 2014, at which point treatment was determined to be no longer necessary. During this time, Respondent continued to advocate for GL's wishes to spend more time with his father. Respondent's recommendations regarding GL, and Respondent's interactions with the mother, could have been perceived as demonstrating a bias against the mother.
- J. Respondent also wrote a series of unsolicited letters to the Court. In these letters she opined that it would cause harm to GL if he was forced to live with

his mother. These letters were complimentary of the father while being critical of the mother.

6. The Board finds that Respondent committed the acts as described above and concludes that the conduct described in Paragraphs 5(E), (I), and (J) constitutes professional misconduct, in violation of RSA 329-B:21, II (c).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice psychology in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329-B:21, III:
 - A. Respondent is reprimanded.
 - B. Respondent has voluntarily agreed not to provide any psychology services to minor patients involved in parenting/custody disputes.
 - C. Respondent shall, at her own expense, engage in a period of supervision for not less than twelve (12) months according to the following terms and conditions:
 1. Within 30 days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a list of no less than three (3) supervisors willing and qualified to undertake evaluative/remedial supervision as described herein.

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- a. Respondent shall provide each potential supervisor with a copy of this *Settlement Agreement* as a prerequisite to securing that supervisor's agreement to engage Respondent in supervision.
 - b. For each proposed supervisor listed, Respondent shall include a *curriculum vitae* and a letter by each supervisor which confirms that person's understanding of and qualifications for providing supervision within the terms of this *Settlement Agreement*. The supervisor shall describe his/her experience with the clinical and ethical issues of which Respondent was found to be in need of rehabilitation.
 - c. Respondent shall have no social or professional association with the intended supervisor that would impair the supervisor's ability to perform in an evaluative role.
2. Frequency and duration of supervision: Beginning no more than 60 days from the effective date of this *Settlement Agreement*, and continuing for a period of at least twelve (12) months thereafter, Respondent shall engage, at her own expense, the services of the supervisor approved by the Board.
- a. Respondent shall meet weekly for one-hour sessions with the supervisor unless and until the supervisor deems that a different frequency of supervision sessions is indicated.
 - b. If, based on the supervisor's reports, the Board determines that

further rehabilitative supervision is required, the Board reserves the right to modify the terms of supervision with regard to frequency and duration, to include imposing an extension on the duration of the supervision.

- c. If the supervisor thinks there should be a change in the frequency or the nature of the supervision, the supervisor should send a letter to the Board requesting the change and stating the reason for the change.

3. Content of the supervision: The supervision shall consist of a preliminary assessment of Respondent's practice and supervision roles, if any, an evaluation of the specific ethical and professional issues described in the *Settlement Agreement*, and rehabilitation of Respondent's clinical skills and professional practices as indicated from said evaluation. The supervision shall also include a review of the licensee's records with the consent of clients.

4. Reporting requirements: The supervisor shall file an initial report, bi-monthly (every other month) reports and a recommendation at the end of the supervision term.

- a. The supervisor shall file an initial report within thirty (30) days from the engagement of the supervisor, which describes the preliminary assessment of Respondent's practice. This report shall include:

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- i. The supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the *Settlement Agreement*;
 - ii. An assessment of Respondent's motivation for rehabilitation;
 - iii. Any other ethical or professional practice issues uncovered in the preliminary evaluation;
 - iv. The level of competency and performance observed.
- b. The supervisor shall report to the Board at the end of each two (2) month period during which the supervision continues.
- i. The first bi-monthly report shall be due one (1) month after the preliminary assessment described in 4.a. above.
 - ii. These bi-monthly reports shall specifically state Respondent's attendance and provide an explanation for any absence, whether supervision has been complete/incomplete or successful/unsuccessful, and whether Respondent is believed to be a threat to the welfare or safety of current or potential clients or supervisees.
 - iii. At the end of twelve (12) months, the supervisor shall include in his/her report a recommendation regarding the value of further supervision.

- d. The Board may evaluate and investigate information contained in any of the supervisor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase, decrease or modify the term of supervision or to take other appropriate action.
 - e. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board.
- D. Respondent is required to meaningfully participate in 9 hours of continuing education in the area of ethics and 3 hours of continuing education in the area of recordkeeping. These 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.
- E. Respondent is assessed an administrative fine in the amount of \$1,000. Of this amount, \$500 shall be suspended, and thus need not be paid, on the condition that Respondent fully satisfies all other requirements set forth in this *Settlement Agreement*. Respondent shall pay the non-suspended portion of this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, 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, Concord, NH 03301.

- F. Respondent shall bear all costs of the evaluation, and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
 - G. 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 psychologist or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials psychologists, with which Respondent is presently affiliated.
 - H. 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 psychologist or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials psychology, 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 pursuant to RSA 329-B:21, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
10. 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 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.

11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board 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. 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.
14. 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.
15. 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*.
16. 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.

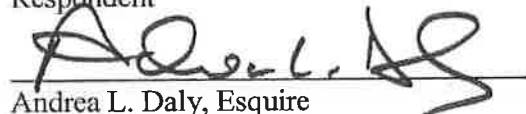
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter 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 misconduct described herein.
19. 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: August 25, 2017


Ann Reynolds, Psy.D.
Respondent

Date: August 30, 2017


Andrea L. Daly, Esquire
Counsel for 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: 10-6-17

J. Halla
(Signature)

JAMES B. HALLA, Psy.D.
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Psychology

/* Board members, recused:
Catherine Shanelaris, Esq.