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DEC 10 2019

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

In the Matter of:
Julia M. Reilly, CMHC
License No.: 1030
(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 mental health practice, the New Hampshire Board of Mental Health Practice (“Board”) and Julia M. Reilly (“Respondent”), a Clinical Mental Health Counselor (“CHMC”) 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-A:27, I, 330-A:28, and 330-A:29, and Mental Health Practice Administrative Rule (“Mhp”) 206 and 210, the Board has jurisdiction to investigate and adjudicate 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 CMHC in the State of New Hampshire on December 16, 2013. Respondent holds license number 1030. Respondent is also a Master Licensed Drug and Alcohol Counselor “MLADC” and a licensee of the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals (“LADC Board”).

3. During the years 2016 and 2017, Respondent was a MLADC and the Director of Programs at Serenity Place, a Manchester drug and alcohol treatment center. In that role, Respondent shared responsibility for overseeing employee training, maintaining compliance with State contracts, and supervising the coordinators that managed each of Serenity Place's programs.
4. On September 17, 2019, the LADC Board approved a settlement agreement with Respondent to resolve misconduct allegations pending before that board, specifically that Respondent, while Director of Programs at Serenity Place, failed to ensure that employees obtained proper certification, failed to train employees on the State's electronic patient records system, was frequently absent and unavailable to staff, was frequently late for client appointments, and failed to report to the LADC Board that another Serenity Place MLADC had improperly utilized unlicensed and unsupervised employees to provide services to clients.
5. Under the terms of the settlement agreement approved by the LADC Board, Respondent was censured, assessed an administrative fine of one thousand dollars (\$1,000), assessed one thousand dollars (\$1,000) towards the costs of investigation and prosecution, subjected to one (1) year of professional supervision, and placed on probation for a period of three (3) years. Under the terms of her probation, she was required to complete eight (8) hours of continuing education and was prohibited from supervising clinicians, licensees, certificate holders, or candidates for licensure.

6. The Board finds that the conduct set forth in the settlement agreement approved by the LADC Board constitutes professional misconduct under RSA 330-A:27, II (c) and (i).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's CMHC 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 is **reprimanded**.
 - B. Respondent's license is subject to the **restriction** that she shall not supervise any clinicians, licensees, or candidates for licensure for three (3) years, effective from the date of September 17, 2019.
 - C. Respondent is required to meaningfully participate in **continuing education** in the areas of ethics and professional responsibility to clients with at least two (2) hours in each area. 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. Respondent may satisfy this continuing education requirement by completing equivalent courses under the terms of her September 17, 2019 settlement agreement with the LADC Board.


- D. Respondent shall bear all costs of the continuing education and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- E. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- F. 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 a degree in counseling or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials counselors, with which Respondent is presently affiliated.
- G. 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 a degree in counseling or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials counselors, 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 330-A:27, 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 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.
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.

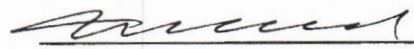
FOR RESPONDENT

Date: 11-02-2019



Julia M. Reilly
Respondent

Date: 11/6/2019




Jack Crisp, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 12/20/19



(Signature)
Ashley Czachowicz

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

/* _____ Board members, recused.

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