

**State of New Hampshire
Occupational Therapy Governing Board
Concord, New Hampshire 03301**

In the Matter of:
Holly Spreen, OT
No.: 1104
(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 occupational therapy, The New Hampshire Occupational Therapy Governing Board ("Board") and Holly Spreen, OT ("Ms. Spreen" or "Respondent"), an occupational therapist 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 328-F:23 and Occupational Therapist Administrative Rule ("Occ") 202.01, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by occupational therapists. Pursuant to Occ 213.01 and Office of Licensed Allied Health Professionals Administrative Rule ("Ahp") 214.01, 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 as an occupational therapist in the State of New Hampshire on September 10, 1997. Respondent holds license number 1104. Respondent had been working for the Seabrook, NH school system for approximately six years. On August 12, 2008, Respondent voluntarily signed a Preliminary

Agreement for Practice Restrictions which was approved by the Board on September 29, 2008.

3. On or about April 30, 2007, the Occupational Therapy Governing Board ("Board") learned that Respondent had pending criminal charges out of Portsmouth District Court.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's criminal record and substance abuse history.
5. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would offer evidence to prove that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II by the following facts:
 - A. On May 23, 2006, Respondent pleaded guilty to one count of simple assault and one count of obstructing the report of a crime. This conduct involved a domestic matter between Respondent and her former husband. Following these convictions, Respondent was subsequently arrested on two separate occasions, which resulted in convictions on November 5, 2007 for reckless conduct and simple assault. On March 23, 2008, Respondent was arrested for driving while intoxicated. Respondent pleaded guilty to this charge. With the exception of obstructing the report of a crime, this conduct involves either the risk of, or actual injury to a victim.

- B. Respondent failed to notify the Board of any of these convictions within 30 days. In her December 17, 2007 renewal application, Respondent informed the Board that she had been found guilty of misdemeanor charges and specified the 2007 convictions for reckless conduct and simple assault. Respondent neglected to inform the Board of the May 23, 2006 convictions for simple assault and obstructing the report of a crime.
- C. At the time of her arrest on the reckless conduct charge, Respondent was admitted to Portsmouth Hospital, where a blood test revealed a blood alcohol level of .499. Shortly after this arrest, Respondent voluntarily entered and completed a two-month substance abuse program at Behavioral Health of the Palm Beaches. Following the completion of this program, Respondent's preliminary breathalyzer results during the March 23, 2008 arrest showed a blood alcohol level of .33. Respondent, who had returned to work in the Seabrook school system following her treatment at Behavioral Health of the Palm Beaches, was given the opportunity to resign after the March arrest.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 323-F:23, II(b); Occ 405.02 (b); Occ 405.02 (g); RSA 328-F:23, II (f); Occ 405.02 (a); and RSA 328-F:23, II (a).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's occupational therapist license in the State of New Hampshire.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23:

A. Once incarcerated, Respondent, availed herself of the opportunity to address her substance abuse issues. Respondent has completed the Women's Recovery Program at Strafford County House of Corrections. Pursuant to a court order, completion of this program resulted in Respondent's earlier release from jail. She is currently continuing treatment at the Turning Point halfway house in Dover, NH.

1. Respondent shall obtain a summary of her treatment and proof of completion from the Women's Recovery Program.
2. Respondent shall obtain a summary of her treatment and proof of completion from the Addiction Recovery Center Program at Southeastern New Hampshire Services.
3. Respondent shall obtain proof of her status at Turning Point and a description of the program offered there.
4. Respondent shall comply with all after-care recommendations of Women's Recovery Program, Addiction Recovery Center Program and Turning Point.
5. All such documentation will be submitted to the Board within 30 days of the effective date of this agreement.

B. Respondent is currently on probation. She shall authorize her probation and parole officer to notify the Board if she fails to comply with any terms and/or

conditions of her probation. Respondent shall also sign any and all releases necessary to allow her probation and parole officer to discuss her case with the Board.

- C. Respondent shall refrain from the use of alcohol and shall refrain from the use of any controlled substance not specifically prescribed for her.
- D. Respondent's license to practice as an Occupational Therapist will remain under restriction until she begins a treatment plan that has been pre-approved by the Board. Respondent shall be responsible for creating a written treatment plan for the Board's approval. The treatment plan must include mental health counseling, substance abuse counseling and monitoring. Monitoring shall consist of random alcohol and drug testing at least twice a month. All alcohol screens required pursuant to this agreement must be conducted with the ethyl glucuronide (EtG) test. The treatment plan shall implement all after-care recommendations made by Women's Recovery Program, Addiction Recovery Center Program and Turning Point.
- E. The results of these alcohol and drug screens shall be forwarded to the Board on a monthly basis. In the event of a positive screen, Respondent shall notify the Board within 48 hours. Respondent shall also sign any and all necessary releases allowing the testing facility to notify the Board of positive screens within 48 hours. Both Respondent and the facility shall notify the Board of any missed tests.

- F. During this treatment, Respondent shall address what stressors led to her relapse, as outlined in this Settlement Agreement, and Respondent's insight into the cause and consequences. Respondent shall also address how to manage these stressors in the future.
- G. Respondent may request that the Board lift the Practice Restrictions upon a showing of the following: that she is in full compliance with the terms and conditions of her substance abuse and/or treatment program; that she has maintained sobriety for three consecutive months, as reflected by six negative drug screens; and upon submission of a written plan for implementing the following enumerated conditions of her future practice.
- H. Upon Respondent's return to practice, the following conditions shall be met:
 - 1. Respondent will continue her treatment plan for a period of five years or until further order of the Board. If Respondent is unable to find a program that will accommodate this timeframe, she will, upon successful completion of the program, commence substance abuse treatment with a mental health professional that has been pre-approved by the Board. Respondent shall, at her own expense, meaningfully participate in, without interruption, such care and treatment as may be recommended to her by the treating mental health professional. Whether Respondent continues in a program or commences treatment with a mental health professional, she shall continue to address what stressors led to Respondent's relapse, as outlined in this Settlement

Agreement, and Respondent's insight into the causes and consequences and how to manage these stressors in the future.

2. Respondent shall file quarterly reports from the program or mental health provider, under seal, with the Board, at The New Hampshire Occupational Therapy Governing Board, Office of Licensed Allied Health Professionals, 2 Industrial Park Drive, Concord NH 03301. The quarterly reports shall outline Respondent's attendance and compliance with any treatment as well as a general statement of Respondent's progress and compliance with all recommendations.
3. The results of these alcohol and drug screens shall be forwarded to the Board on a monthly basis. In the event of a positive screen, Respondent shall notify the Board within 48 hours. Respondent shall also sign any and all necessary releases allowing the testing facility to notify the Board of positive screens within 48 hours.
4. Respondent shall practice under the supervision of an occupational therapist or qualified medical professional for a period of three years. This professional must be pre-approved by the Board.
5. Respondent shall submit to alcohol and drug testing for a period of three years. Respondent shall be responsible for submitting the results to the Board on a monthly basis. If Respondent has had 12 consecutive months of negative screens, she may petition the Board for permission to submit results on a quarterly basis.

- I. The Board may consider Respondent's compliance with the terms and conditions herein and in any subsequent proceeding before the Board regarding Respondent's license.
- J. 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 an occupational therapist and to any agency or authority which licenses, certifies or credentials occupational therapists, with which Respondent is presently affiliated.
- K. For a continuing period of not less than twelve (12) months and not more than three (3) years 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 an occupational therapist and to any agency or authority that licenses, certifies or credentials occupational therapists, to which Respondent may apply for any professional privileges or recognition.
- L. If at any time after twelve months from the effective date of the Settlement Agreement Respondent can show proof to the Board that the notification requirements of paragraph K have become an impediment to her securing employment as an Occupational Therapist, then Respondent may request a hearing at which she will have the opportunity to show cause why the requirement should be suspended.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, 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 his 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, quality 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

*N.H. Board of Occupational Therapists
In the matter of Holly Spreen, OT
Settlement Agreement*

Date: 4/20/09

Holly M. Spreen, OT
Holly Spreen, OT
Respondent

Date: 4/20/09

SR Sacks
Steven R. Sacks, Esq.
Counsel to Respondent

FOR THE BOARD/*

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

Date: 4/27/09

Eileen Thayer OTR/L
(Signature)

Eileen Thayer OTR/L
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Occupational
therapists

/* Board member(s), recused.

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