

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

In the Matter of:  
Bonny Boston, LICSW  
No.: 453  
(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 Bonny Boston, LICSW (“Ms. Boston” or “Respondent”), a social worker 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 social work in the State of New Hampshire on November 13, 1992. Respondent holds license number 453. Respondent practices social work at Marriage and Family Therapy Associates of New Hampshire.
3. On January 22, 2008, the Board of Mental Health Practice (“Board”) received a complaint from MT alleging that Respondent treated JT and TT, his two minor

children, without his knowledge or consent. The complaint also alleged that Respondent disregarded a court order to allow MT to participate in his children's therapy and to have access to his children's records.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment of MT's minor children and their mother, the estranged wife of MT.
5. 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 professional misconduct, in violation of RSA 330-A:27, II (c); Board of Mental Health Practice Administrative Rule (Mhp) 501.02; National Association of Social Workers ("NASW") Code of Ethics 1.06; NASW Code of Ethics 1.03 (a); NASW Code of Ethics 1.16 (b); NASW Code of Ethics 3.04 (a); NASW Code of Ethics 3.05; and NASW Code of Ethics 1.08 (a), by the following facts:
  - A. Respondent failed to avoid a conflict of interest inasmuch as she provided services to JT, TT and their mother ST and failed to clarify which members of the family she considered her client(s).
  - B. Respondent failed to obtain and document informed consent from her client(s).
  - C. Respondent failed to conduct termination sessions with her client(s).
  - D. Respondent failed to take reasonable steps to ensure that the documentation of her treatment of these client(s) was accurate and reflected the services provided inasmuch as she failed to document numerous contacts and at least one family session.

- E. Respondent failed to maintain billing records that accurately reflected the nature and extent of services provided and that identify who provided the services in the practice setting, inasmuch as her records do not indicate who was present at each session, and she billed one family member's insurance for sessions with another family member.
  - F. Respondent failed to provide MT with copies of treatment records for his minor children, despite his request and despite a court order giving MT specific parental rights "to consult with any person who may provide care or treatment for the child(ren) and to inspect and receive the children's medical, dental, or psychological records."
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 (c); Board of Mental Health Practice Administrative Rule (Mhp) 501.02; National Association of Social Workers ("NASW") Code of Ethics 1.06; NASW Code of Ethics 1.03 (a); NASW Code of Ethics 1.16 (b); NASW Code of Ethics 3.04 (a); NASW Code of Ethics 3.05; and NASW Code of Ethics 1.08 (a).
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 is **reprimanded**.

B. 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.

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.

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.

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:

- 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.
  - c. 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.
  - d. 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.
5. Peer Group Requirement: The supervisor shall attend a bi-monthly peer group meeting that will be facilitated by a Board member. The Peer Group will address concerns raised by individuals doing corrective supervision under the direction of the Board. Respondent shall bear all costs associated with the supervisor attending the Peer Group.
- C. Respondent is required to meaningfully participate in a program of **continuing education** in the following areas: informed consent, four (4) hours; documentation, four (4) hours; conflicts of interest six (6) hours; and joint custody in the context of adolescent counseling, ten (10) hours. 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.

- D. Respondent shall bear all costs of the evaluation, supervision, 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 and with the recommendations of the treating mental health professional 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 social work or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials social workers, 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 social work or directly or indirectly involves

patient care, and to any agency or authority that licenses, certifies or credentials social workers, 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: 10.05.10

Bonny Boston  
Bonny Boston, LICSW  
Respondent

**FOR THE BOARD/\***

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

Date: October 15, 2010

Joan Stagers Haley  
(Signature)

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

\*Sheila Renaud-Finnegan, Board member, recused.