

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

In the Matter of:
Charles B. Bussison, LCMHC
License No.: 102
(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 Charles B. Bussison, LCMHC (“Respondent”), a clinical mental health counselor 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 clinical mental health counseling in the State of New Hampshire on July 27, 1995. Respondent holds license number 102. Respondent practices in Londonderry, New Hampshire.
3. On November 9, 2015, the Board received a Communication of Alleged Misconduct from a women (herein referred to as “Patient”), alleging that Respondent did not adequately supervise a male candidate for licensure (“licensure candidate”), and, as a

result, she was sexually abused by the licensure candidate. Patient was not a patient of Respondents, and was never seen by the licensure candidate at Respondent's office.

4. In response to this, the Board conducted an investigation and obtained information from various sources, including Respondent.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence of the following facts in order to prove that Respondent engaged in professional misconduct:
 - A. On or around March 17, 2013, a candidate for licensure (herein referred to as "licensure candidate") with the Board began a supervised internship with a psychologist (herein referred to as "psychologist"). Later that year, the licensure candidate was informed by the Board that his Supervision Agreement with the psychologist was no longer acceptable because the psychologist was now under the jurisdiction of the newly established Board of Psychologists. The psychologist subsequently contacted Respondent and requested that he become a co-supervisor of the licensure candidate and Respondent agreed. Respondent was told that the licensure candidate had been working with the psychologist for two years and that, while under the psychologist's supervision for approximately twenty hours a week, they had been co-treating patients together.
 - B. On August 16, 2013, the licensure candidate and Respondent signed a Candidate for Licensure Supervision Agreement and submitted it to the Board.

Under the modified terms of the agreement, Respondent agreed to hold biweekly, one hour, face-to-face meetings and to review, and have access to, the licensure candidate's clinical records. Respondent also agreed to hold two hours of collaborative consultation with the psychologist, for a total of four hours of supervision per month, while the psychologist continued to co-treat with and supervise the licensure candidate.

- C. On November 6, 2013, Respondent, the psychologist, and the licensure candidate signed a Written Statement for Clinical Supervision and submitted it to the Board. The terms of the Written Statement indicate that while the licensure candidate is working at the psychologist's practice under his supervision, Respondent will have complete access to the licensure candidate's intake evaluations, treatment plans, progress notes, and other client-related documents, and that Respondent and the licensure candidate will review these client documents in depth on an on-going, weekly basis.
- D. Respondent did not meet with the licensure candidate on a weekly basis. They generally met twice a month, with the exception of a three week period around the holidays and a couple of occasions in which the licensure candidate cancelled the meetings. They discussed hypothetical patients, situations and alternative approaches and interventions in general. However, Respondent did not meet with the licensure candidate at the psychologist's practice where the licensure candidate worked as an intern and was co-treating patients with the psychologist. Respondent also did not review any of the licensure candidate's

intake evaluations, treatment plans, progress notes, or other client-related documents.

- E. While Respondent and the psychologist discussed the licensure candidate every couple of weeks, either over the phone or at informal meetings, Respondent did not regularly document such discussions. Respondent also did not review any of the licensure candidate's clinical documentation with the psychologist or ask if the psychologist had reviewed such documentation for the few patients (which did not include Patient) that the licensure candidate was seeing independently. Respondent made plans to observe the licensure candidate's treatment during the Summer of 2014, but that never materialized.
- F. Respondent's supervision of the licensure candidate fell short of the level of supervision he agreed to provide in the written Statement of Clinical Supervision filed with the Board.
- G. Patient began co-therapy with the psychologist and the licensure candidate on April 16, 2014, while Respondent and the psychologist were the licensure candidate's supervisors. While Patient was a client of the psychologist, the licensure candidate began a romantic and sexual relationship with her. The psychologist and Respondent were practicing in separate offices in different locations.
- H. During the relevant time period, Respondent did not know Patient and had never met her. There is no evidence that Respondent knew about the

relationship between Patient and the licensure candidate at the time that it was occurring.

- I. On July 15, 2014, the licensure candidate called the police from the psychologist's practice on an individual who he claimed was stalking Patient. Respondent and the licensure candidate discussed this incident over the phone and in person shortly after it happened. Respondent did not document his discussions with the licensure candidate around the time they took place. Patient's last appointment with the licensure candidate and the psychologist ended up being the one she had on July 14, 2014, the day before the licensure candidate called the police.
- J. An anonymous letter, received in late-September 2014, alerted Respondent to the sexual relationship between the licensure candidate and Patient. Respondent and the psychologist met to discuss their concerns about this revelation and the two of them notified the Board about the relationship. There is no evidence that Respondent found out about the inappropriate relationship until after the licensure candidate had already ended his supervision in mid-September 2014.
- K. Respondent and the psychologist discussed how the licensure candidate's phone call to the police took on a new significance in late-September 2014 after the revelation of the inappropriate relationship with Patient. Respondent became concerned when he learned about the inappropriate relationship and noticed that several of his supervision meetings with the licensure candidate

over the Summer of 2014 were not documented. Respondent proceeded to create what he believed to be substantively accurate documentation of his discussions with the licensure candidate from his memory, calendar, and the psychologist's records of his sessions.

- L. A focus of Respondent's concern was that his supervision records contained no documentation of the incident in which the licensure candidate called the police to report that one of his patients was being stalked outside of therapy. In documenting his discussions with the licensure candidate about this incident, Respondent went back and created a note for the phone call in which the licensure candidate told Respondent about his call to the police. Based on his review of the psychologist's records for Patient showing, incorrectly, that the call to the police happened on June 17, 2014, Respondent dated the note of his call with the licensure candidate "6/17/14", but then changed it to "6/19/14" after realizing that the nearest meeting he and the licensure candidate had to that date was on June 20, 2014. Respondent likewise went back and created a record of his in-person discussion of the incident with the licensure candidate, which did take place, and dated that note "6/20/14".
- M. Although Respondent ultimately acknowledged creating records after the fact and backdating them in the Fall of 2014, he initially stated during his interview for the Board investigation that he created each of the licensure candidate's supervision notes contemporaneously, and also denied backdating his notes after he found out about the licensure candidate's relationship with Patient.

- N. Respondent has since apologized to the Board for his lapse in judgment by creating supervision notes after the fact and backdating them, and for not coming forward with that information sooner.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent committed professional misconduct under RSA 330-A:27, II, (c) and RSA 330-A:27, II, (i), through failing to comply with Mhp 302.18 (d) and (h), Mhp 502.01 (a) and (b), and Mhp 501.02 (a)(4), through failing to comply with AMHCA Code of Ethics III, 9 (2010).
7. Respondent acknowledges that the above described conduct constitutes grounds for the Board to impose disciplinary sanctions against his clinical mental health counselor 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 clinical mental health counselor **license is restricted** in that for a period of five (5) years from the effective date of this *Settlement Agreement*, he shall not supervise any other licensee, or candidate for licensure, of this Board.
- C. Respondent's clinical mental health counselor **license is suspended** for a period of ninety (90) days, commencing thirty (30) days from the effective date of this *Settlement Agreement*. **The entirety of this suspension is suspended** on the condition that Respondent fully complies with all of the

requirements set forth under this *Settlement Agreement*. In the event that Respondent is found to be not in compliance with any of the requirements set forth under this *Settlement Agreement*, the Board will issue an Order notifying Respondent of its finding of non-compliance and setting forth the start date of the ninety (90) day suspension. Within ten (10) days of receipt of such an Order, Respondent may request a hearing for him to *show cause* why he should not be subject to the ninety (90) day suspension.

- D. Respondent is required to meaningfully participate in twenty (20) hours of **continuing mental health counselor education**, broken down in the following manner: ten (10) hours in the area of professional ethics, six (6) hours in the area of clinical supervision, and four (4) hours 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 \$3,000. Respondent shall pay this fine in twenty-four (24) monthly installments of \$125 each. The first payment shall be due within sixty (60) days of the effective date of this *Settlement Agreement*. The remaining payments shall be due within thirty (30) days of each previous payment. All payments shall be made in the form of 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, Suite 303, Concord, NH 03301.

- F. Respondent shall bear all costs required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- G. 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.
- H. 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 clinical mental health counselor or work which requires education, training or a degree in clinical mental health counseling or directly or indirectly involves patient care, and to any agency or authority which presently licenses, certifies or credentials Respondent.
- I. 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 clinical mental health counselor or for work in any capacity which requires education, training or a degree in mental health counseling or directly or indirectly involves patient care, and to any agency or authority that licenses,

certifies or credentials mental health 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 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 his 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, or by, the Board regarding its review of this *Settlement Agreement* have prejudiced his 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 he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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*, he 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: 10/13/17

Charles B. Bussison
Charles B. Bussison, LCMHC
Respondent

Date: 10/13/17

[Signature]
William N. Smart
Counsel for Respondent

FOR THE BOARD/*

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

Date: 10/26/17

[Signature]
(Signature)
JOSEPH G. SHOEMAKER
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/* Dayl Hufford, Board members, recused.