

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

In the Matter of:
Jason Butler, LICSW
No.: 1241
(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 Jason Butler, LICSW (“Mr. Butler” or “Respondent”), a licensed clinical 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; RSA 330-A:28; RSA 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 licensed social worker in the State of New Hampshire on November 19, 2004. Respondent holds license number 1241. Respondent practices at Silverman and Associates located in Hampstead and Derry, N.H.

3. On May 31, 2007, the Board received information relating to Jason Butler, LICSW and his treatment of Ashley M. while Respondent worked at the Center for Eating Disorders Management, Inc. The allegations against Respondent included a lack of appropriate boundaries with the client. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's appropriate boundaries with the client.
4. 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(d); Mhp 501.02(3); Mhp 502.01(1); Mhp 502.02(a)(7); and National Association of Social Workers ("NASW") Code of Ethics, Standards 1.03, 1.04, 1.06(c) and 3.04, by the following facts:
 - A. Respondent treated Ashley M. at the Center for Eating Disorders Management, Inc. ("Center") from August of 2006 through June of 2007.
 - B. Ashley M. was hospitalized for bulimia at Mercy Hospital, in Portland, Maine in December of 2006.
 - C. While Ashley M. was hospitalized Respondent maintained telephone contact with Ashley M. Respondent learned that Ashley M. possibly had a crush on him. Respondent continued on as Ashley's therapist after her discharge with Ashley's mother's agreement.
 - D. Respondent did not discuss Ashley's possible feelings for him with his supervisor.

- E. During the treating relationship, Respondent engaged in excessive telephone contact with Ashley. Calls were made to Ashley from Respondent and from Ashley to Respondent. Calls were often made in the evenings after 9:00 p.m. Although Respondent maintained that these calls were therapeutic in nature, Respondent did not document these calls in Ashley M.'s patient treatment file. Respondent did not discuss the telephone communications or the frequency of the nighttime telephone contact he had with his client with his supervisor at the Center. He did not contemplate or discuss with the supervisor the possibility that a seventeen-year-old girl with a crush on her therapist might be harmed by, or misinterpret the telephone contact.
 - F. During some or portions of the telephone conversations Respondent used readings of a religious nature which were of special interest to him. Respondent continued telephone contact and use of religious readings with Ashley at her request, despite Ashley M.'s mother's request that he not push religion on her daughter.
 - G. Ashley M. did not find fault with Respondent's behavior at the time.
 - H. Respondent did not document an informed consent with Ashley or her mother, and there was no written informed consent in the treatment file.
5. 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(d); Mhp 501.02(3); Mhp 502.01(1); Mhp 502.02(a)(7); and National Association of Social Workers ("NASW") Code of Ethics, Standards 1.03, 1.04, 1.06(c) and 3.04.

6. Respondent neither admits nor denies the facts set forth in paragraph 4 above.
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 his own expense, engage in a period of **supervision** for not less than twelve (12) months according to the following terms and conditions:
 1. Within thirty (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 sixty (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 his 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 Respon-

dent'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.
 - iv. At the end of six (6) months, the Respondent may petition the Board to determine if the term of supervision may be terminated.
- 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 fifteen (15) hours of continuing education total which includes education in the areas of risk management, structuring therapy and setting limits and professional boundaries, record keeping and informed consent. 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 may submit continuing education courses completed on or after May 31, 2007, the date of the filing of the complaint, for consideration by the Board and for compliance with the requirement set forth in paragraph C, so long as he has not used those continuing education credits to renew his license.
 - E. Respondent is assessed an administrative fine in the amount of Five Hundred Dollars (\$500.00). Respondent shall pay this fine in full within ninety (90) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to

licensed censed clinical social worker, 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 (d), 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 him 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 his 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 the Board during 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: 9-9-09



Jason Butler, LICSW
Respondent

FOR THE BOARD/*

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

Date: Sept. 23, 2009



(Signature)

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

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