

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

In the Matter of:
Martin Connarton, LICSW
No.: 108
(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 Martin Connarton, LICSW ("Mr. Connarton" or "Respondent"), a licensed independent 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 an independent clinical social worker in the State of New Hampshire on February 14, 1986. Respondent holds license number 108. Respondent had most recently been practicing at Addiction Recovery Services ("ARS"), located at 539 Islington Street, Suite 4, Portsmouth, New Hampshire. Respondent voluntarily signed a *Preliminary*

Agreement for Practice Restrictions, which was issued by the Board on April 25, 2008.

3. On or about March 19, 2008, the Board received information that Respondent had been exhibiting “significant behavioral issues.” In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s behavioral issues.
4. The Board’s investigation revealed and Respondent freely admits to the following facts:
 - A. Respondent was previously reprimanded by the Board pursuant to a September 19, 2003 *Settlement Agreement*. This *Settlement Agreement* dealt with ethical and boundary issues, including violations of the Code of Ethics of the National Association of Social Workers (“Code of Ethics”) standards 1.06 (a), (b) and (c); 3.05 (a) and (b); and 4.05 (a) and (b).
 - B. Respondent began working at ARS in early 2007.
 - C. In or around 2008, his colleagues became concerned about his well-being as a result of a change in his behavior. Respondent began to have trouble relating appropriately to individuals in the workplace. He became aggressive and hostile when interacting with a female colleague. Respondent became inappropriately hostile with two children in his office space when they interrupted a group session.
 - D. The conditions in Respondent’s office had become squalid. The office contained decomposing foodstuffs. Respondent kept confidential patient

records in unsecured desk drawers. Respondent stored urine drug screens in unsecured locations throughout his office. Respondent neglected to process several drug screens for patients in the program.

E. Respondent's office contained patient records from his previous employment. Respondent had not treated these patients during his employment at ARS.

F. Respondent failed to take appropriate action when his mental health issues began to interfere with his professional judgment and he was subsequently discharged.

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, Code of Ethics Sections 1.07(I) and 4.05.

6. 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.

7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:

A. Respondent's license to practice as an independent clinical social worker is suspended pursuant to the terms of the April 25, 2008 *Preliminary Agreement for Practice Restrictions*. The *Preliminary Agreement for Practice Restrictions* will remain in effect until the following conditions have been satisfied.

1. Respondent shall, at his own expense, meaningfully participate in, without interruption, such care and treatment as may be

recommended to him by a Board-approved doctoral-level mental health professional, but in any case, no less than twenty (20) sessions.

- a. It is acknowledged that Respondent initiated treatment with John V. Cabibi, Ph.D. If Respondent continues to work with Dr. Cabibi, pre-approval from the Board will not be necessary. Respondent's sessions with Dr. Cabibi, since reinitiating therapy on April 10, 2008, will count to the required number of sessions.
- b. If Respondent decides to work with another doctoral-level mental health professional, he shall submit to the Board a list of no less than the three (3) licensed mental health professionals willing to provide mental health services to the Respondent. Respondent shall provide each prospective mental health professional, or Dr. Cabibi, with a copy of the *Settlement Agreement*.
- c. Respondent and the mental health professional shall address what stressors lead to Respondent's decompensation outlined in this *Settlement Agreement* and Respondent's insight into the causes and consequences. Respondent and mental health professional shall also address how to manage these stressors in the future.

- d. The mental health professional shall file quarterly reports, under seal, with the Board, outlining Respondent's attendance and providing a general statement of Respondent's progress. The quarterly reports shall continue for as long as Respondent receives treatment from the mental health professional.
 - e. The services of Dr. Cabibi shall continue without interruption. The services of any other mental health professional shall commence within thirty (30) days of this *Settlement Agreement* and continue indefinitely.
2. Prior to returning to working as an independent clinical social worker, Respondent shall submit an evaluation from a psychiatrist or clinical psychologist advising that he is ready to return to the field of mental health practice.
 3. As Respondent has already worked with Dr. Cabibi, a separate provider will be required to perform the evaluation, with input from either Dr. Cabibi or Respondent's approved mental health professional.
 4. Respondent shall submit for the Board's approval, his own plan for adequately addressing future stressors and avoiding impairment.

B. Once the Board has approved Respondent's return to practice, Respondent shall, at his own expense, engage in a period of **supervision** for not less than two (2) years 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 twenty-four (24) 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, 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 twenty-four (24) 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** of sixteen (16) credits in the areas of self-care, risk management and confidentiality. 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 Respondent's return to practice. 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 treatment, evaluation, education and reporting required by this *Settlement Agreement*, but he 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 mental health practitioner or work which requires a license to practice as a social worker and/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 Respondent's return to practice, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a mental health practitioner or for work in any capacity which requires a license to practice as a social worker and/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.

8. 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.
9. 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.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. 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.
12. 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.
13. 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.
14. 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*.

15. 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.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. 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.
18. 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: 1/25/09

Martin Connarton, LICSW
Martin Connarton, LICSW
Respondent

NA
Date: _____

Counsel for Respondent

FOR THE BOARD/*

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

Date: 2/20/2009

David L. Sundell
(Signature)

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

* Recused Board Members:
Sheila Renard-Finnegan, MSW