

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

In the matter of:

Wendy Prescott, LICSW

License No.: 1851

(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 profession, the New Hampshire Board of Mental Health Practice ("Board") and Wendy Prescott, LICSW ("Respondent"), an 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:28 and Mental Health Practice Administrative Rules ("Mhp") 207, the Board has jurisdiction to investigate 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 April 6, 2015. Respondent holds license number 1851. Respondent's license expires April 6, 2023.
3. On or about July 17, 2019, the Board received a written complaint from a client of the Respondent alleging the Respondent shared her own personal problems during a session in a manner that violated statutes, rules, and ethical codes governing the mental health

profession in New Hampshire.

4. In response to the complaint, the Board conducted a formal investigation and obtained information from various sources pertaining to whether the Respondent's conduct violated statutes and rules specified in the Board's Orders of Formal Investigation.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct in violation of RSA 330-A:27 II. (i); Mhp 502.01(k) ; and NASW Code of Ethics Provisions: 1.03(e), 1.06(c), 3.04 (a), and/or 4.03 by the following facts:
 - A. Respondent has no prior history of misconduct or professional discipline.
 - B. Respondent worked for Groups Recover, a private agency specializing in addiction treatments, where she met and provided addiction treatment of group therapy and suboxone treatment for Client A and Client B in a larger group setting.
 - C. While at Groups Recover, Respondent made self-disclosures concerning personal relationship issues and personal family experiences with addiction to build rapport.
 - D. In March 2018, Respondent left Groups Recover and went into private practice. Client A and Client B agreed to receive group counseling together from the Respondent due to their familiarity with each other. The focus of the group therapy was to continue addiction recovery along with traditional psychotherapy.
 - E. During group therapy, Client A sought counseling to help personal relationships that were harmed in part by the stigma of his addiction. During a group session, Client B shared details about her own personal relationship issues.
 - F. During a session, Respondent made a lighthearted remark in the context of Client A and Client B bickering that they sounded as though they were acting as a couple.

- G. The Respondent's disclosures about her personal relationship issues triggered Client A making him uncomfortable and anxious about his own relationship issues. At the time of the disclosures, Respondent did not know that the disclosures made Client A uncomfortable.
- H. In September 2018, Client A and Client B had a falling out. After the falling out, Client A did not attend group session with Respondent and Client B. Respondent texted Client A asking if "everything was OK with you and [Client B]? FYI – [Client B] is very disappointed you aren't here." Although Respondent's intent was to try to bridge what she perceived to be a communication gap between Client A and Client B, in retrospect Respondent acknowledges that it was poor judgment to insert herself in an issue between group members.
- I. Client A never returned to a group session, informed Respondent that he was going to seek treatment elsewhere and refused Respondent's offer for a termination session.
- J. On or about October 30, 2018, Respondent sent a text message to Client A that stated: "I am truly sorry for being unprofessional and discussing my personal life in group. I take full responsibility. It was wrong, and I have taken this experience as a learning opportunity." Client A never responded. Respondent acknowledges the manner in which her personal life was disclosed in this instance was unprofessional, that as the counselor it is her responsibility to set the boundaries in a therapy relationship, and in retrospect should have deflected additional questions concerning her personal issues.
- K. On or about April 11, 2019, Respondent texted Client A, "Do you refinish hard

wood floors? I am renovating an apartment that needs this, and I am looking for bids. Just curious.” Client A never responded. Although Respondent acknowledges that this was poor judgement and as soon as she sent this regretted doing so, the respondent further recognizes that hiring a former client could create a dual relationship.

L. Upon receiving notice of the complaint filed by Client A, Respondent called Client B to inform Client B of the complaint and advised Client B that she may be called as a witness. Respondent instructed Client B to answer any questions truthfully, and that this should not be discussed moving forward in any manner, which it was not.

M. During the investigation, Respondent was unable to produce an informed consent form signed by Client A; however, Respondent was able to produce an informed consent form signed by Client B, which had been given to and explained to Client A, but was apparently inadvertently not returned by Client A. Respondent acknowledges her responsibility to maintain complete and accurate records concerning services provided including how informed consent was provided and obtained.

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. (i); Mhp 502.01(k) ; and NASW Code of Ethics Provisions: 1.03(e), 1.06(c), 3.04 (a), and/or 4.03.
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 be assessed an **ADMINISTRATIVE FINE** in the amount of **five hundred dollars (\$500.00)**. Payment shall be made in two (2) consecutive monthly installments of two hundred and fifty dollars (\$250.00) with the first payment due on the first of month following the effective date of this agreement.
- C. Respondent shall be assessed **ADMINISTRATIVE COSTS OF INVESTIGATION** of nine thousand eight hundred forty-five dollars and seventy-five cents (\$9,845.75) where all but **five hundred dollars (\$500.00)** is suspended for a period of one (1) year from the effective date of the settlement agreement provided no future final determination of professional misconduct arising from different facts and circumstances. If after a period of one (1) year no further complaints have been filed that give rise to a final determination of professional misconduct by the Board, the suspended portion of nine thousand three hundred and forty-five dollars and seventy-five cents (\$9,345.75) shall terminate permanently. Only after a final determination based on a complaint filed prior to the one-year period would result in the suspended costs being brought forward. **Payment of the five hundred dollars (\$500.00)** shall be made in two (2) consecutive monthly installments of two hundred and fifty dollars (\$250.00) following the two payments of the administrative fine as stated in paragraph 8.B.

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D. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire and shall specify on the memo line whether the payment is for “Administrative Fine” or “Administrative Costs”. In total, Respondent shall make four consecutive payments of two hundred and fifty dollars. The first payment shall be sent with a copy this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and Board of Mental Health Practice
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

A separate mailed copy of the payment shall also be sent to:

ATTN: Collin Phillips, Attorney I and Ashley Czechowicz,
Administrator,
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

E. Respondent shall meaningfully participate in a program of a total of eleven and a half (11.5) hours of **CONTINUING EDUCATION** on the topic of ethics. These hours shall be in addition to the hours required by the Board for renewal of licensure. All continuing education hours shall have been completed after the date the complaint was filed and shall be completed within one-hundred twenty days (120) days of the effective date of this *Settlement Agreement*. Respondent shall be given credit for continuing education hours completed on September 23, 2020 (six (6) hour course “Setting Ethical Limits: For Caring and Competent Professionals”) and October 15, 2020 (five and a half (5.5) hour course, “A Complete Guide to Ethical & Legal Technology Challenges for Mental Health Professionals”). Respondent shall notify the Board in writing and provide written proof of

completion within fifteen (15) days of completing these hours, or for courses already completed between the complaint and the effective date, within (15) days of the effective date of this *Settlement Agreement*. Respondent shall bear all costs of education and reporting required by this *Settlement Agreement* but shall be permitted to share such costs with third parties.

- 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 degree in counseling or directly or indirectly involves client care, and to any agency or authority which licenses, certifies or credentials counselors, 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 degree in counseling or directly or indirectly involves client 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. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
10. 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.

11. 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.
12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. 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.
14. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based on the facts described herein.
15. 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.
16. Respondent has had the opportunity seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
17. 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.

18. Respondent is not under the influence of any drugs or alcohol at the time she signs the *Settlement Agreement*.
19. 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.
20. 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.

[end of terms; signatures to follow]

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FOR RESPONDENT

Dated: November 23rd, 2021

Wendy Prescott, MSW
Wendy Prescott, MSW
Respondent

On this 23rd day of November A.D. 2021 personally
^{via zoom} appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Paul Kleinman
Paul Kleinman

Justice of the Peace/~~Notary~~
Public My commission expires: 1/25

FOR THE BOARD

ACCEPTED BY BOARD OF MENTAL HEALTH PRACTICE on this 17th day of
December, 2021 (Effective Date).

Date: December 17, 2021

Ashley Czachowicz
(Signature)
Ashley Czachowicz
(Print or Type Name)
Authorized Representative of the
Board of Mental Health Practice