

IN THE MATTER OF KATHERINE MANSFIELD HOULE, LCSW-C RESPONDENT License Number: 13103	* * * * *	BEFORE THE MARYLAND STATE BOARD OF SOCIAL WORK EXAMINERS Case Number: 2022-3181
* * * * *		

CONSENT ORDER

On December 4, 2023, the Maryland State Board of Social Work Examiners (the “Board”) charged **KATHERINE MANSFIELD HOULE, LCSW-C** (the “Respondent”), License Number 13103, with violating the Maryland Social Workers Act (the “Act”), Md. Code Ann., Health Occ. (“Health Occ.”) §§ 19-101 *et seq.* (2021 Repl. Vol. & 2023 Supp.).

Specifically, the Board charged the Respondent with violating the following provisions of the Act:

§ 19-311. Denials, reprimands, suspensions, and revocations — Grounds.

Subject to the hearing provisions of § 19-312 of this subtitle, the Board may deny a license to any applicant, fine a licensee, reprimand any licensee, place any licensee on probation, or suspend or revoke a license if the applicant or licensee: . . .

- (4) Commits any act of gross negligence, incompetence, or misconduct in the practice of social work;
- (5) Engages in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work; [and]
- (6) Violates any provision of this title or regulations governing the practice of social work adopted and published by the Board[.]

Pursuant to Health Occ. § 19-311(6), the pertinent provisions of the Code of Maryland Regulations (“COMAR”), provide the following:

COMAR 10.42.03 Code of Ethics

.03 Responsibilities to Clients.

...

B. The licensee may not:

...

- (3) Exploit a relationship with a client for personal advantage or satisfaction;
- (4) Engage in solicitation which amounts to fraud, intimidation, or undue influence[.]

.05 Relationships.

A. The licensee may not enter into a dual relationship with a client or an individual with whom the client has a close personal relationship.

...

- C. The licensee may enter into a nonsexual relationship with an individual with whom the licensee's prior professional contact:
- (1) Was of a brief, peripheral, or indirect nature; and
 - (2) Did not constitute a therapeutic relationship.

On January 17, 2024, a Case Resolution Conference ("CRC") was held before a committee of the Board. As a resolution of this matter, the Respondent agreed to enter into this public Consent Order consisting of Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

The Board makes the following Findings of Fact:

I. BACKGROUND

1. At all times relevant hereto, the Respondent was licensed to practice social work in the State of Maryland. The Respondent was initially licensed to practice as a LCSW-C in Maryland on or about April 6, 2006, under license number 13103. The Respondent's LCSW-C license expires on October 31, 2024, subject to renewal.

2. On or about May 26, 2022, the Board received a complaint (the "Complaint"). According to the Complaint, in or around 2018, the Respondent began providing couples' therapy to a couple (collectively, the "Couple," and individually, the "Complainant" and the "Partner").¹ The Couple terminated Couples' therapy, after which, in or around late October 2019, the Partner committed suicide. The Complainant states that, after the Partner's suicide, the Complainant treated with the Respondent in an individual capacity.

3. Following receipt of the Complaint, the Board initiated an investigation of the Respondent's practice.

4. The Board's investigation, as detailed more fully below, revealed that the Respondent violated professional boundaries with the Complainant and engaged in a dual relationship.

¹ For confidentiality and privacy purposes, the names of individuals involved in this case are not disclosed in this document. The Respondent may obtain the names of all individuals referenced in this document by contacting the administrative prosecutor.

II. BOARD INVESTIGATION

5. On March 31, 2023, the Board's investigator interviewed the Complainant, during which the Complainant stated that the Respondent provided individual, couples, and family counseling to the Complainant, the Partner, and their respective children. The Complainant stated that following the Partner's suicide in late October 2019, the Respondent continued treating the Complainant on an individual basis until March 2020. The Complainant stated that the Respondent engaged in the following acts: (a) before the Partner's death, the Respondent took electronic devices to a computer repair store to have the devices purged, billing the Complainant and/or the Partner for this; (b) following the Partner's death, the Respondent "was insistent" on packing up the Partner's apartment and the Respondent, her spouse, and her children packed up the Partner's apartment; (c) while packing up the Partner's apartment, the Respondent requested to take two rugs, to which the Complainant agreed, but the Respondent later returned the rugs at Complainant's request; (d) in early December 2019, the Respondent sold an automobile, originally owned by Respondent's mother, to the Complainant; (e) the Respondent purchased books from the Complainant that were owned by the Partner, paying through a mobile payment service; (f) the Respondent purchased a ring as a gift for the Complainant; (g) the Respondent asked the Complainant for two watches belonging to the Partner, but after the Complainant declined, the Respondent requested to purchase these watches from the Complainant; (h) the Respondent agreed to hold items for the Complainant that were owned by the Partner; (i) while in possession of the Partner's journal, the Respondent removed pages from the journal; (j) the Respondent backdated a release of medical information form signed by the

Complainant; (k) the Respondent asked the Complainant for a computer printer; and (l) the Respondent encouraged the Complainant to destroy electronic devices belonging to the Partner.

6. The Complainant provided an auction listing for a “Gucci 18K Gold Black Onyx Ring” with a winning bid of \$975.00 and an auction end date of March 19, 2020.

7. The Complainant further provided a set of 83 documents on the letterhead of the Respondent and labeled as a “Receipt for [the Complainant]”. Each document identifies the Complainant as the “[p]rimary” and contains a payment amount, an ICD-10 Code, and a checked CPT Code(s) with a service description(s). The documents are dated from August 27, 2019, through January 24, 2020.

8. The Complainant further provided receipts from a mobile payment service. This mobile payment service allows individuals to charge and pay other individuals along with a note indicating the reason for the charge or payment. The type of transaction, date of transaction, amount, and the notations are detailed in the table below:

Type	Date	Amount	Note
Charge	February 28, 2020	\$192.40	“90837”
Payment	March 6, 2020	\$50.00	“Stuff n Junk”
Charge	March 9, 2020	\$192.40	“3/9”
Charge	March 9, 2020	\$192.40	“90837 3/5”
Charge	March 9, 2020	\$192.40	“90837 3/3”
Charge	March 9, 2020	\$192.40	“90837”
Charge	March 14, 2020	\$192.40	“3/12 thank you”
Charge	March 21, 2020	\$384.80	“3/18 (3 hours, but 2 paid is great, thank you)
Charge	March 22, 2020	\$192.40	“3/22 thank you”

9. By letter dated January 12, 2023, the Respondent provided a response to the Complaint. The Respondent stated that she treated the Couple in couples therapy from May 13, 2018, through October 6, 2019, when the Complainant decided to end her relationship with the Partner and they decided to terminate treatment. The Respondent denied that she continued to treat the Complainant in an individual capacity after Couples therapy had ended. The Respondent acknowledged the following: (a) packing up the Partner's apartment following his death; (b) accepting a rug from the Complainant, but returning it upon request; (c) purchasing books from the Complainant that belonged to the Partner; (d) selling an automobile to the Complainant; (e) purchasing a ring and gifting it to the Complainant; and (f) holding items for the Complainant, at her request that were owned by the Partner, but later returning them.

10. The Respondent provided a copy of the check for the automobile, showing a purchase price of \$7,043.00.

11. The Board's investigator conducted an under-oath interview of the Respondent on April 19, 2023, during which the Respondent stated that she is a solo practitioner who provided couples therapy to the Complainant and the Partner from May 13, 2018, through October 6, 2019. The Respondent denied providing individual therapy to the Complainant. The Respondent acknowledged the following: (a) "clearing out [the Partner's] apartment" and accepting a rug, but later returning the rug upon request; (b) selling an automobile to the Complainant; (c) purchasing books from the Complainant; (d) purchasing a ring as a gift for the Complainant; (e) holding items on behalf of the Complainant; and (f) and providing the Complainant with "documentation [the

Complainant requested for her records [of her payment of the balance owed for Couples therapy]—not bills[.]” The Respondent denied all other allegations.

12. After the interview, the Respondent, through counsel, stated in a letter that the Respondent purchased two watches on behalf of the Complainant and the Complainant reimbursed the Respondent. The letter enclosed receipts showing the total amount paid for both watches as \$12,371.58. Respondent’s letter attached emails by the Complainant stating that she paid the Respondent the balance due for the Couples’ therapy.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Board concludes as a matter of law that the Respondent actions, as described above, constitute violations of the following provisions of the Act: commits any act of gross negligence, incompetence, or misconduct in the practice of social work, in violation of Health Occ. § 19-311(4); engages in a course of conduct inconsistent with generally accepted professional standards in the practice of social work, in violation of Health Occ. § 19-311(5); and violates any provision of this title or regulations governing the practice of social work adopted and published by the Board, in violation of Health Occ. § 19-311(6), in that the Respondent violated COMAR 10.42.03.03(B)(3), COMAR 10.42.03.03(B)(4), COMAR 10.42.03.05(A), and COMAR 10.42.03.05(C).

ORDER

It is, on the affirmative vote of a majority of the Board, hereby:

ORDERED that the Respondent be and hereby is **REPRIMANDED**; and it is further

ORDERED that the Respondent's license is hereby **SUSPENDED** for a total period of **ONE (1) YEAR**; and it is further

ORDERED that following the period of suspension, the Respondent shall be placed on **PROBATION** for a minimum of **TWO (2) YEARS** subject to the following terms and conditions:

1. Within twelve (12) months of the date of this Consent Order, the Respondent shall successfully complete one Board-approved, one-on-one, ethics tutorial, equivalent to at least twelve (12) continuing education credits, focusing on the issues that gave rise to this case, specifically dual relationships and patient-therapist boundaries. After the successful completion of the ethics tutorial, the instructor shall provide the Board with a written report detailing the Respondent's participation in and completion of the course. The Respondent shall also submit a written statement to the Board stating what she has learned from the ethics tutorial. The Respondent shall be responsible for submitting written documentation to the Board of her successful completion of this ethics tutorial. The Respondent understands and agrees that she may not use this coursework to fulfill any continuing education requirements mandated for licensure renewal. The Respondent shall be solely responsible for furnishing the Board with adequate written verification that she has completed the courses according to the terms set forth herein.
2. During the probationary period and upon gainful employment as a social worker, the Respondent shall meet at least once a month, for a minimum of three (3) clinical hours, with a Board-approved supervisor for random chart review and discussion at the Respondent's expense. At these meetings, the supervisor shall choose random sample of at least ten (10) of the Respondent's active cases to review. The supervisor shall review the charts to determine the Respondent's compliance with documentation and record keeping standards.
3. The supervisor shall submit quarterly written reports to the Board, which shall include but not be limited to the number and type of cases reviewed, issues discussed and his/her assessment of the Respondent's compliance with documentation and record keeping standards.

4. It is the respondent's responsibility to ensure that the required quarterly reports are submitted to the Board in a timely manner and to notify the Respondent's supervisor when those reports are due.
5. The Board has sole authority to implement any changes in the supervision and retains all authority to approve any changes in the supervision.
6. If the supervisor discontinues supervising the Respondent for any reason, the Respondent shall immediately notify the Board and work with the Board to find a suitable replacement.
7. The Respondent shall contact the Board's Director of Compliance to seek the Board's preapproval for the required coursework and supervisor.
8. There shall be no early termination of probation.
9. The Respondent shall comply with the Maryland Social Workers Act and all laws, statutes and regulations pertaining thereof.

AND IT IS FURTHER ORDERED that **TWO (2) YEARS** from the effective date of this Consent Order have passed, the Board will consider a petition for termination of the Respondent's probationary status, provided that the Respondent has been compliant with all of the probationary terms of this Consent Order. After consideration of the petition, the probation may be terminated through an order of the Board. The Respondent may be required to appear before the Board or a committee of the Board to discuss her petition for termination; and it is further

ORDERED that failure to comply with any of the terms and conditions in this Consent Order shall constitute a violation of the Order; and it is further

ORDERED that if the Respondent violates any of the terms and conditions of this Consent Order, the Board, in its discretion, after notice and an opportunity for an

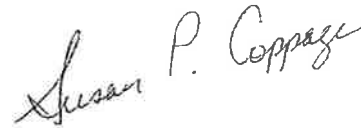
evidentiary hearing, may impose, by further public Order of the Board, any sanction(s) authorized by Health Occ. §§ 19-311, 19-311.1 and COMAR 10.42.09, including reprimand, additional probation, additional suspension, revocation, and/or monetary penalty; and it is further

ORDERED that the Respondent shall not serve or continue to serve as: a Board authorized sponsor, presenter and/or trainer of social work continuing education learning activities, an ethics tutor, an evaluator for the Board, or a Board-approved supervisor for a period of five (5) years from the effective date of this Consent Order; and it is further

ORDERED that the Respondent is responsible for all costs incurred in fulfilling the terms and conditions of this Consent Order; and it is further

ORDERED that this Consent Order is a **PUBLIC DOCUMENT** pursuant to Md. Code Ann., Gen. Provisions §§ 4-101 *et seq.* (2019 Repl. Vol. & 2023 Supp.).

07/12/2024



Date

Susan Coppage, LCSW-C
Board Chair
Maryland State Board of
Social Work Examiners

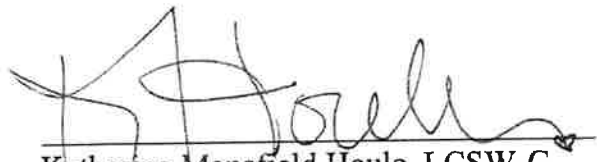
CONSENT

I, Katherine Mansfield Houle, LCSW-C, acknowledge that I am represented by counsel and have consulted with counsel before entering into this Consent Order. By this Consent and for the purpose of resolving the issues raised by the Board, I agree and accept to be bound by the foregoing Consent Order and its conditions.

I acknowledge the validity of this Consent Order as if entered into after the conclusion of a formal evidentiary hearing in which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other substantive and procedural protections provided by the law. I agree to forego my opportunity for a formal evidentiary hearing. I acknowledge the legal authority and jurisdiction of the Board to initiate these proceedings and to issue and enforce this Consent Order. I affirm that I am waiving my right to appeal any adverse ruling of the Board that might have followed after any such hearing.

I sign this Consent Order after having an opportunity to consult with counsel, voluntarily and without reservation, and I fully understand and comprehend the language, meaning and terms of this Consent Order.

7/5/24
Date


Katherine Mansfield Houle, LCSW-C
Respondent

NOTARY

STATE OF MARYLAND

CITY/COUNTY OF Montgomery

I HEREBY CERTIFY that on this 5th day of July
—, 2024, before me, a Notary Public of the foregoing State and City/County
personally appear Katherine Mansfield Houle, LCSW-C, and made oath in due form of law
that signing the foregoing Consent Order was her voluntary act and deed.

AS WITNESSETH my hand and notary seal.



Aruna Sharma
Notary Public

My commission expires:

02/23/2026