

STATE OF MAINE
STATE BOARD OF SOCIAL WORKER LICENSURE

IN RE:)	
)	
CAROLYN C. BLOOM, LCSW)	CONSENT AGREEMENT
)	
Case No. 2022-SOC-18789)	

PARTIES

This document is a Consent Agreement regarding disciplinary action against Carolyn C. Bloom's license to practice as a clinical social worker in the State of Maine. The parties to this Consent Agreement are: Carolyn C. Bloom ("Ms. Bloom"), the State Board of Social Worker Licensure ("Board"), and the Office of the Maine Attorney General ("Attorney General"). This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5-A).

FACTS

1. At all times pertinent to this matter, Ms. Bloom has been licensed by the Board as a clinical social worker, license number LC2164.
2. Ms. Bloom serves as an Independent Clinician for the Roman Catholic Diocese of Portland ("Diocese"). In this role, Ms. Bloom assists in coordinating counseling assistance offered by the Diocese to anyone reporting sexual abuse by a representative of the Diocese who was under the age of 18 at the time the sexual abuse occurred.
3. The Diocese's website states that the Independent Clinician:
 - Is a licensed mental health professional experienced in sexual abuse treatment;
 - Is not an employee of the Diocese;
 - Reviews treatment plans and requests for additional sessions or Adjunct Treatment;
 - Advises the Diocese on whether the treatment should be covered under this Policy;
 - Does **NOT** share the details of any consultation, treatment regimen or patient records with the Diocese
4. Ms. Bloom receives a set monthly stipend from the Diocese for her work as an Independent Clinician.

5. In early 2020, a woman ("Client A") contacted the Diocese seeking counseling assistance. Client A was ineligible for counseling assistance offered by the Diocese because the sexual abuse she reported occurred when she was over the age of 18.
6. A Diocese employee reported to Ms. Bloom that Client A was upset by the fact that she was ineligible for counseling assistance and asked Ms. Bloom to contact Client A.
7. On May 20, 2020, Ms. Bloom sent Client A a text message which stated, "My name is Carolyn Bloom and I'm a clinical social worker who works for the Catholic diocese to help abuse victims. I tried to call, but your mailbox is full so couldn't leave a message. I am working from home these days, but could be available to talk after 3:00 today. If you could text me at this number and let me know what would work for you, I'll be glad to call you back. Hope to speak with you soon! Carolyn Bloom, LCSW"
8. Over the following six months, Ms. Bloom spoke on the phone with Client A on a regular basis and at scheduled times. During these sessions, Client A and Ms. Bloom discussed Client A's sexual abuse by a representative of the Diocese.
9. As a result of Ms. Bloom's communications with Client A and Client A's participation in scheduled sessions with Ms. Bloom, Client A perceived Ms. Bloom to be her therapist.
10. In early 2022, Client A's attorney requested a copy of Client A's treatment records from Ms. Bloom in connection with a lawsuit Client A intended to pursue against the Diocese. Ms. Bloom responded that she had not considered herself to be providing social work services to Client A and therefore had not kept any records.
11. On December 13, 2022, Client A filed a complaint against Ms. Bloom's license with the Board, which was docketed as Case No. 2022-SOC-18789, alleging that Ms. Bloom had failed to make clear to Client A the nature of Ms. Bloom and Client A's professional relationship in 2020.

12. On January 13, 2023, Ms. Bloom submitted an application to renew her clinical social work license because her current license expired on January 31, 2023. It is the practice of this Board that when applications for license renewal are received while a complaint is pending, the license renewal application will be held until the Board has taken final action on the complaint. In accordance with 5 M.R.S. § 10002, “when a licensee has made timely and sufficient application for renewal of a license, the existing license shall not expire until the application has been finally determined by the agency.”
13. In her written response to the complaint, dated March 2, 2023, Ms. Bloom stated, “Although I told [Client A] I could not be her therapist because of my independent contractor relationship with the church, I did offer to provide her with some emotional support in a purely humanitarian capacity. I ended up speaking with her a number of times over approximately six months. Since I did not consider her to be a social work client, and I did not consider my emotional support to be social work, I did not keep any records of our conversations.”
14. On April 14, 2023, following a presentation of this matter, the Board voted to preliminarily deny Ms. Bloom’s renewal application and to schedule Case No. 2022-SOC-18789 for a hearing. In lieu of a hearing, the Board voted to offer Ms. Bloom this Consent Agreement in order to resolve Case No. 2022-SOC-18789.
15. Absent acceptance of this Consent Agreement by signing and dating it and returning it to Jessica Farnham, Complaint Coordinator, Office of Professional and Occupational Regulation, 35 State House Station, Augusta, Maine 04333-0035 within thirty (30) days of Ms. Bloom’s receipt of the notice of preliminary denial, or Ms. Bloom requesting a hearing within thirty (30) days of her receipt of the notice of preliminary denial, the preliminary denial will become final.

COVENANTS

16. Ms. Bloom admits to the facts as stated above and admits that such conduct constitutes grounds for imposing discipline against her license as follows:

- a. Pursuant to 10 M.R.S. § 8003(5-A)(A)(2) for violation of an applicable code of ethics as adopted in Board Rules, Chapter 16 § 1(4), specifically the National Association of Social Workers (NASW) Code of Ethics § 1.03(a): *Social workers should provide services to clients only in the context of a professional relationship based, when appropriate, on valid informed consent. Social workers should use clear and understandable language to inform clients of the purpose of the services, risks related to the services, limits to services because of the requirements of a third-party payer, relevant costs, reasonable alternatives, clients' right to refuse or withdraw consent, and the time frame covered by the consent. Social workers should provide clients with an opportunity to ask questions.*; and
- b. Pursuant to 10 M.R.S. § 8003(5-A)(A)(2) for violation of an applicable code of ethics as adopted in Board Rules, Chapter 16 § 1(4), specifically the NASW Code of Ethics § 1.06(a): *Social workers should be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. Social workers should inform clients when a real or potential conflict of interest arises and take reasonable steps to resolve the issue in a manner that makes the clients' interests primary and protects clients' interests to the greatest extent possible. In some cases, protecting clients' interests may require termination of the professional relationship with proper referral of the client.*

17. As DISCIPLINE for the conduct admitted to in paragraph 16 above, Ms. Bloom agrees to accept the following DISCIPLINARY ACTION:

- a. A CENSURE; and
 - b. MANDATED CONSULTATION with a Board-approved Practice Consultant consisting of at least one session of a minimum period of one hour each month for a period of at least 12 months consistent with the conditions specified in paragraphs 18 through 24 of the Consent Agreement.
18. The purpose of the consultation is to provide supervision and direction with respect to the issues admitted as violations in this Consent Agreement, specifically, social workers' responsibilities in providing services to clients only in the context of a professional relationship based, when appropriate, on valid informed consent and in avoiding conflicts of interest.
19. The Practice Consultant shall have an active license to practice as an independent clinical social worker, clinical professional counselor, psychologist, marriage and family therapist, or psychiatrist in Maine and shall not be associated with Ms. Bloom's place of employment or practice and shall have no prior or current personal or professional relationship with Ms. Bloom.
20. Ms. Bloom shall, within 30 days after the date she signs this Consent Agreement, submit to the Board for its approval the name of one or more candidates willing to act as her Practice Consultant. When submitting these names, Ms. Bloom shall be responsible for ensuring that each proposed candidate submit a resume and a letter of intent evidencing:
- a) an understanding of the circumstances underlying the Consent Agreement and having received a copy of this Consent Agreement;
 - b) familiarity with the complaint documentation; and
 - c) an understanding of the purpose of consultation, including the fact that the proposed candidate acts as an agent of the Board to assist it in its purpose of protecting the public.

21. The consultation sessions, which may occur via videoconference, shall begin within 30 days of the date on which the Board approves a proposed candidate willing to act as Ms. Bloom's Practice Consultant.
22. Ms. Bloom shall be responsible for ensuring that after three months, six months, nine months, and 12 months of consultation the Practice Consultant issues written, typed, reports to the Board for the Board's review and approval, on the standard form provided to the Practice Consultant, addressing Ms. Bloom's compliance with consultation and her overall progress with respect to the consultation issues. To that end, the reports must address specifically: a) the work done in consultation relative to each of the consultation issues; b) Ms. Bloom's understanding of the nature of the consultation issues; and c) the Practice Consultant's assessment of Ms. Bloom's progress with respect to each of the consultation issues. In the event that there is any period of time during the period of mandated consultation that Ms. Bloom is not practicing social work under a license from the Board, she will document that period to the Board at the time the next quarterly report is due. A determination as to whether consultation shall continue during any period of time that Ms. Bloom is not practicing will rest in the sole discretion of the Board.
23. At the end of the 12 months of consultation, Ms. Bloom will ensure that the Practice Consultant issues to the Board a written recommendation with respect to Ms. Bloom's progress and whether consultation should continue. A determination as to whether consultation shall continue will rest in the sole discretion of the Board.
24. All costs associated with the consultation shall be borne by Ms. Bloom.
25. Violation of any of the terms or conditions of this Consent Agreement by Ms. Bloom shall constitute grounds for discipline, including but not limited to modification, suspension, or revocation of licensure or the denial of licensure or re-licensure.

26. This Consent Agreement is not appealable, is reportable to the National Practitioner Data Bank and other licensing jurisdictions, is effective until modified or terminated by the parties hereto, and may be modified or terminated only pursuant to a written agreement signed by all the parties to this Consent Agreement.
27. The Board and the Attorney General may communicate and cooperate regarding any matter related to this Consent Agreement.
28. This Consent Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408-A.
29. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto.
30. The Board and Ms. Bloom agree that, upon receipt of the signed Consent Agreement, Ms. Bloom's clinical social work license will be renewed contingent upon her meeting all other licensure eligibility requirements.
31. The Board and Ms. Bloom agree that no further agency action will be initiated against her license by the Board based upon the specific violations admitted to herein, except or unless she fails to comply with the terms and conditions of this Consent Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Ms. Bloom, and this Consent Agreement may be introduced as evidence in any future adjudicatory hearing involving Ms. Bloom. The Board may also consider the fact that discipline was imposed by this Consent Agreement in determining appropriate discipline in any further complaints against Ms. Bloom.
32. This Consent Agreement may be signed in counterparts, with all counterparts together constituting one original instrument. Signatures below may be applied and/or saved

electronically, and such electronic signatures will be given the same effect as a paper document signed in ink.

33. Ms. Bloom acknowledges by her signature hereto that she has read and understands this Consent Agreement, that she has had an opportunity to consult with an attorney before executing this Consent Agreement, that she executed this Consent Agreement of her own free will, and that she agrees to abide by all terms and conditions set forth herein.

DATED: 5-2-2023

Carolyn C Bloom LCSW
CAROLYN C. BLOOM, LCSW

DATED: May 8, 2023

Linda Butler
Linda Butler (May 8, 2023 13:24 EDT)
LINDA BUTLER, LCSW, Chairperson
State Board of Social Worker Licensure

DATED: May 8, 2023

Samantha Morgan
Samantha Morgan (May 8, 2023 13:48 EDT)
SAMANTHA Y. MORGAN
Assistant Attorney General