IN THE MATTER OF	*	**BEFORE THE MARYLAND STATE**
CARRIE MEAD, LCPC	*	**BOARD OF PROFESSIONAL**
Respondent	*	**COUNSELORS AND THERAPISTS**
License Number: LC7365	*	**Case Numbers: 2018-047 & 2018-078**

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CONSENT ORDER

On January 18, 2019, the Maryland State Board of Professional Counselors and Therapists (the "Board") charged **CARRIE MEAD, LCPC** (the "Respondent"), License Number LC7365, with violating the Maryland Professional Counselors and Therapists Act (the "Act"), codified at Md. Code Ann., Health Occ. ("Health Occ.") §§ 17-101 *et seq.* (2014 Repl. Vol. and 2018 Supp.).

Specifically, the Board based its charges on the following provisions of the Act:

§ 17-509. Denial, suspension or revocation of license.

> Subject to the hearing provisions of § 17-511 of this subtitle, the Board, on the affirmative vote of a majority of its members then serving, may deny a license or certificate to any applicant, place any licensee or certificate holder on probation, reprimand any licensee or certificate holder, or suspend or revoke a license of any licensee or a certificate of any certificate holder if the applicant, licensee, or certificate holder:
>
> (8) Violates the code of ethics adopted by the Board;
>
> (13) Violates any rule or regulation adopted by the Board; and
>
> (16) Commits an act of immoral or unprofessional conduct in the practice of clinical or nonclinical counseling or therapy[.]

The relevant provisions of the Code of Ethics adopted by the Board, codified at Md. Code Regs. ("COMAR") 10.58.03 *et seq.*, provide the following:

COMAR 10.58.03.04

A. A counselor shall:

(1) Consult with other counselors or other relevant professionals regarding questions related to ethical obligations or professional practice;

(11) Be familiar with and adhere to this chapter;

(14) Take reasonable precautions to protect clients from physical or psychological trauma.

B. A counselor may not:

(3) Enter into relationships that could compromise a counselor's objectivity or create a conflict of interest.

COMAR 10.58.03.05

A. Client Welfare and Rights.

(2) A counselor may not:

(a) Place or participate in placing clients in positions that may result in damaging the interests and the welfare of clients, employees, employers, or the public;

(d) Foster dependent counseling relationships[.]

B. Dual Relationships.

(1) A counselor shall:

(a) Avoid dual relationships with clients[.]

FINDINGS OF FACT

The Board makes the following findings of fact:

I. Background of License and Employment History

1. At all times relevant hereto, the Respondent was and is licensed to practice as a Licensed Clinical Professional Counselor in the State of Maryland. The Respondent was originally issued a license to practice as a Licensed Graduate Professional Counselor ("LGPC") on September 19, 2014, under License Number LGP5932.[1] The Respondent was then issued a license to practice as a Licensed Clinical Professional Counselor ("LCPC") on September 22, 2016, under License Number LC7365. The Respondent's LCPC license is current and will expire on January 31, 2020.

2. From November 2014 until May 2015, the Respondent was employed as a clinical coordinator and full-time psychotherapist treating adults and children at a behavioral health center located in Carroll County, Maryland (the "Center").[2]

3. From May 2015 until December 7, 2017, the Respondent was employed as a clinical counselor at a neuropsychological assessment and treatment facility located in Baltimore County, Maryland (the "Facility").

4. In or around January 2018, the Respondent began employment as a psychotherapist at a psychotherapy office also located in Baltimore County, Maryland (the "Office").

II. Complaint 1

5. On or about January 9, 2018, the Board received a complaint from the spouse

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[1] A LGPC may practice professional counseling under the supervision of a LCPC.
[2] To ensure confidentiality, proper names are not set forth in this document. The Respondent is aware of the individuals and the Facility referenced herein.

of a Client (the "Client") who received counseling services provided by the Respondent sometime in 2016 at the Facility. The complaint alleged that the Respondent engaged in "unethical" conduct and a "dual relationship" with the Client, who the spouse described as a vulnerable individual with traumatic brain injury. In her complaint, the Client's spouse provided many examples of "inappropriate" and "unprofessional" exchanges between the Respondent and the Client, such as a gift certificate, compact discs, text messages, emails, and a handwritten note.

6. According to the Client's spouse, as a result of the Respondent's "unethical" conduct and "dual relationship" with the Client, the Client suffered "guilt, isolat[ion], increased aggravation, disturbing dreams, emotional damage [with] regard to his relationship with his spouse and family, confusion, stress, and turmoil," and his "[psychological] care was [consequentially] displaced and interrupted."

7. After receiving the complaint, the Board initiated an investigation of the Respondent under Case Number 2018-047.

III. <u>Complaint 2</u>

8. While investigating Complaint 1, the Board, on or about May 1, 2018, received a second complaint about the Respondent from the Respondent's supervisor, who is a LCPC (the "Supervisor"). The Supervisor alleged that the Respondent made inappropriate contact with the Client outside of work hours and therapy appointments that went beyond the scope of counseling. The Supervisor further alleged that the Respondent failed to seek supervision and consult with peers when the Client expressed his feelings for her, and did not seem to understand fully how and why her actions were ethical violations.

According to the Supervisor, the Respondent resigned from her employment at the Facility at the request of the Owner of the Facility (the "Owner").

9. After receiving the Supervisor's complaint, the Board initiated a second investigation of the Respondent under Case Number 2018-078.

IV. Board Investigation of Complaints

10. On May 7, 2018, the Board issued subpoenas to the Facility for the Respondent's personnel file and the Client's treatment records.

A. Treatment Records

11. On June 7, 2018, the Board received the Client's treatment records from the Facility. The Client's treatment records contain numerous "progress notes" describing sessions with a therapist, from on or about May 1, 2013 to July 12, 2017. The Client's treatment records do not provide exact information pertaining to when the Respondent began counseling the Client, since the progress notes are signed by the Owner.

12. In addition, the Client provided the Board's Investigator with a typed treatment note signed by the Respondent, dated July 2016[3], which identified stress and anxiety as the collateral effects of the Client's job and income loss due to a traumatic brain injury sustained in October 2012. According to the treatment note, the Client suffered identity loss and was unable to return to work to support his five children and spouse due to cognitive dysfunction, short-term memory loss, emotional lability, depression, chronic pain, tinnitus, photophobia, phonophobia, PTSD, and issues with gait, vision, and balance.

[3] The exact date in July 2016 is not specified in the treatment note.

The treatment note indicated that the Client was routinely monitored for altered cranial pressure and possible cerebrospinal fluid leaks. The Client's treatment records also indicated that, due to the variability and unpredictable nature of his conditions, the Client could not always execute routine household tasks or keep personal commitments.

13. In the last progress note, dated July 12, 2017, the Respondent discussed "the option of a therapy break" for the Client and that the Client, and/or the Client and his spouse, see another therapist at the Facility or the Owner, who is a Licensed Psychologist. The treatment plan was documented as: "Pt and therapist agreed upon a break in therapy with progress observed to date as well as pts desire for independence."

B. Respondent's Personnel File

14. On June 7, 2018, the Board received the Respondent's personnel file from the Facility. The Respondent's personnel file contained:

a. A Supervisory Note dated October 8, 2017 made by the Owner, which indicated that the Respondent failed to disclose her dual relationship with the Client to the Owner because, according to the Respondent, it felt "awkward." The Owner further noted that he advised the Respondent that use of cell phones for text and other communications with patients was against the policy and procedure of the Facility; and

b. A Supervision Review form dated December 7, 2017, signed by the Owner, which indicated December 7, 2017 as the Respondent's last day of employment at the Facility.

C. Interview of Client

15. On June 14, 2018, the Board's Investigator interviewed the Client. The Client's comments are summarized as the following:

a. He fell madly in love with the Respondent;

b. He "feels like crap," blames himself, is unable to forgive himself, deeply regrets the emotional affair and the affects it had on his spouse and family as he contemplated leaving his spouse and children for the Respondent, and felt guilty toward the Respondent's husband and children; and

c. Felt he would not have pursued the emotional affair if the Respondent had terminated their dual relationship.

D. Text Messages and Email Exchanges

16. During the interview, the Client and his spouse provided copies of the Client's cell phone bills for the period of April 14, 2017 through April 18, 2017 and for June 20, 2017. The Respondent's phone number appears on the Client's cell phone bills on numerous occasions, including occasions when text messages were sent and received after 10:00 p.m. on weeknights and on Saturdays and Sundays. A review of the Client's cell phone bills reveals the following messages which the Respondent sent while she was regularly seeing the Client in counseling sessions:

a. On Friday, April 14, 2017, between the times of 10:29 a.m. and 10:46 a.m., the Respondent and the Client exchanged seven text messages, of which the Respondent sent four;

b. On Saturday, April 15, 2017, between the times of 3:55 p.m. and 7:21 p.m., the Respondent and the Client exchanged twelve text messages, of which the Respondent sent five;

c. On Sunday, April 16, 2107, between the times of 10:43 a.m. and 10:51 a.m., the Respondent and the Client exchanged four text messages, of which the Respondent sent three;

d. On Monday, April 17, 2017, between the times of 3:09 p.m. and 4:11 p.m., the Respondent and the Client exchanged twenty-eight text messages, of which the Respondent sent eleven;

e. On Tuesday, April 18, 2017, between the times of 1:38 p.m. and 2:40 p.m., the Respondent and the Client exchanged thirty text messages, of which the Respondent sent eleven; and

f. On Tuesday, June 20, 2017, between the hours of 4:41 p.m. and 10:15 p.m., the Respondent and the Client exchanged one hundred ninety-nine text messages, of which the Respondent sent ninety.

17. In addition, the Client's spouse had attached to her complaint copies of email exchanges between the Respondent and the Client which the Respondent began sending the Client after she had terminated counseling sessions.[4] These e-mails show the following:

a. On August 11, 2017, the Respondent wrote:

> You're welcome love. Always happy to help you along the way. Our Connection is like a game of leap frog- just pushing each other forward all the time and taking turns in the lead. You and I are connected on all levels. And I will say, I am smiling a lot too these days. you are and always will be everything to me. Listen do me a favor, don't write back bec I will want to respond. Lol. I am depending on your strength here.

b. Between the dates of August 11, 2017 and September 29, 2017, the Respondent communicated with the Client with unprofessional language such as "my love," "my bestie," "you are and always will be my everything," "I am very comfortable within you. Of Course. Very Comfortable," and "I adore your devotion to our future." Most of the emails were signed "xoxo."

c. On September 18, 2017, the Respondent stated:

> Can I give you a quick word of advice . . . I think to be fair on you guys, find a therapist somewhere else who is totally removed from you. If counseling is going to have any chance, I feel like you need someone who just sees you both a [*sic*] couple in need, and nothing else. I

[4] In an email that the Respondent sent on November 11, 2016, prior to the termination of the counseling relationship, the Respondent referred the Client to her personal Holistic Practitioner.

> sincerely think you have so much history here, it would be like getting therapy from a family member. Just my gut reaction. Do what you want with it[.] I am not in the position I want to be in when it comes to your wellbeing.

d. On September 18, 2017, the Respondent requested that the Client communicate with her in the "fourth dimension" to which the Client responded, on September 19, 2017, that he "know[s] the benefits of 4D and that it is good it happens from time to time."

e. On September 19, 2017, in response to the Client's comments on the benefits of the "fourth dimension," the Respondent stated, "[t]he good thing is, we also increase in energy and vibration together. I have been noticing this for a while and we are most definitely getting stronger and higher all around."

f. On September 28, 2017, the Respondent wrote:

> …And it feels great having you in my heart thumping hard in my chest…I am glad we are both…aware of the realness of our love for each other now. And yes…it's serious.

18. According to the Client's spouse, the Respondent continued to communicate with the Client until on or about October 2, 2017, when the Client allegedly severed all communication with the Respondent.

E. <u>Gift Certificate, List of Songs, and Compact Discs</u>

19. Attached to the complaint was a copy of a gift certificate to an ice cream parlor dated June 4, 2017 in the amount of fifteen dollars ($15.00). The Client's initials were written on the "To" line and the Respondent's initials were written on the "From" line. Attached to the copy of the gift certificate was a copy of the ice cream parlor's menu.

20. Also attached to the complaint was a copy of a handwritten list of names of songs and artists labeled "Todays Mood." Some of the titles of the songs were "Not Over You," "Slow Hands," and "Without You."

21. Also attached to the complaint were copies of the jackets of three compact discs which the Respondent created and gave to the Client. Some of the song titles which the Respondent selected to give to the Client were "My Kind of Man," "Straight into Your Arms," and "All I Want Is You."

F. Interview of the Respondent

22. On June 19, 2018, the Board's investigator interviewed the Respondent under oath, at which time, the Respondent admitted that:

a. She believes she began treating the Client in September 2015;

b. She used different modalities to treat the Client's conditions such as talk therapy, psychotherapy, neurofeedback, EEGs, and quantitative EEGs;

c. She was involved in an emotional affair with the Client and that she had "gotten in deeper than [she] had realized until that [*sic*] point of being confronted";

d. The emotional affair in which she was involved with the Client affected his family life; and

e. In hindsight, she would have preferred to seek guidance from her Supervisor and would have been more assertive in transferring the Client to another therapist.

23. On June 28, 2018, the Board received a letter from the Respondent in which she stated that she has "taken several steps to improve [her] competencies in the ethical and legal areas of the counseling profession" including completing two Continuing Education Units on ethics, obtaining supervision, and participating in group clinical consultations and formal peer supervision whenever possible.

CONCLUSIONS OF LAW

Based on the findings of fact, the Board concludes as a matter of law that Respondent violated the Code of Ethics, in violation of Md. Code Ann. Health Occ. §§ 17-509(8), violated any regulation in violation of Health Occ. § 17-509(13), and committed an act of unprofessional conduct in violation of Health Occ.§ (16)(commits an act of unprofessional conduct). The regulations which Respondent violated are COMAR 10.58.03.04A(1), (11) and (14); COMAR 10.58.03.04B(3); COMAR 10.58.03.05A(2)(a) and (d); and COMAR 10.58.03.05B(1)(a)(Code of Ethics).

ORDER

It is on this 19th day of April 2019, by the Board on the affirmative vote of a majority of its members then serving

ORDERED that the Respondent's license to practice as a Licensed Clinical Professional Counselor is hereby **SUSPENDED** for **six (6) months**; and it is further

ORDERED that the Suspension goes into effect **thirty (30) d**ays after the Consent Order effective date; and it is further

ORDERED that prior to her application for termination of suspension, the Respondent shall submit to an independent "fitness to practice" evaluation conducted a Board-approved licensed mental health professional; and it is further

ORDERED that prior to her application for termination of suspension, the Respondent shall complete **eighteen (18) hours** of continuing education in a Board-approved course in Professional Ethics. The eighteen (18) hours shall not count toward

the minimum continuing education hours that the Respondent is required to complete for license renewal; and it is further

ORDERED that the Respondent shall not apply for early termination of suspension; and it is further

ORDERED that after the **minimum period of six (6) months**, and if the Respondent has fully and satisfactorily complied with all terms and conditions for the suspension, the Respondent may submit a written petition to the Board for termination of the suspension. After determination that the Respondent has complied with this Consent Order, including a report from an independent evaluator stating that she is fit to practice, and if there are no complaints of a similar nature, the Board may administratively terminate the Respondent's suspension through an order of the Board; and it is further

ORDERED that upon termination of the suspension, the Respondent is placed on **PROBATION** for a minimum period of **eighteen (18) months**. During probation, the Respondent shall comply with the following terms and conditions of probation:

1. The Respondent shall obtain personal counseling and/or therapy by a licensed mental health professional for the duration of the probationary period. The counseling and/or therapy shall focus on ethical issues, including issues pertaining to transference, counter-transference, risk of boundary crossings and boundary violations;

2. The Respondent shall obtain ongoing clinical supervision of all aspects of her practice, with a focus on ethical issues, including issues pertaining to transference, count-transference, risks of boundary crossings and boundary violations, with a Board-approved clinical supervisor[5] with experience and expertise in the area of boundary violations;

[5] This may be either a licensed professional counselor, a licensed psychologist, or a licensed social worker, if Board-approved.

3. At a minimum, the clinical supervisor shall meet with the Respondent on a monthly basis at in-person sessions;

4. The Respondent shall ensure that the supervisor submits quarterly reports to the Board detailing attendance, the ethical issues discussed, and the Respondent's progress. The first quarterly report is due within three (3) months of the date that the Respondent's probation begins;

5. The Respondent shall authorize the Board to provide the supervisor with this Consent Order and all of the relevant documents in the investigative file, including the Investigative Report and its attachments.

6. After completion of one year of probation, the Respondent may petition the Board to modify the terms of supervision, if recommended by the supervisor;

7. In the event that the Respondent's supervisor discontinues supervising the Respondent's practice for any reason during the supervisory period, the Respondent shall immediately notify the Board. The Respondent shall be solely responsible for submitting a request for a Board-approved replacement;

8. Upon completion of the supervision, the Respondent shall ensure that the supervisor submits a final report to the Board, assessing the Respondent's practice in regard to understanding the role of boundaries;

9. If the Respondent fails to complete the supervision in a timely manner as set forth above, the Respondent will be in violation of probation and this Consent Order;

10. An unsatisfactory report from the Respondent's supervisor may constitute a violation of probation and this Consent Order; and

11. Respondent shall comply with the Maryland Professional Counselors and Therapists Act and all laws, statutes and regulations pertaining to the practice of professional counseling, and it is further

ORDERED that Respondent shall be responsible for all costs associated with fulfilling the terms and conditions of this Consent Order[6] and it is further

[6] The Board is responsible for the selection of the "fitness for practice" evaluator and for payment of the evaluation.

ORDERED that the Consent Order is a **PUBLIC DOCUMENT.** Md. Code Ann., Gen. Prov. §§ 4-101 *et seq*. (2014 Repl. Vol. and 2018 Supp.).

May 2, 2019
Date

Risa Ganel / KL
Risa L. Ganel, MS, LCMFT
Board Chair
Maryland State Board of Professional Counselors and Therapists

CONSENT

I, Carrie Mead, LCPC, acknowledge that I have consulted with counsel before signing this document.

By this Consent, I agree to be bound by this Consent Order and all its terms and conditions and understand that the disciplinary panel will not entertain any request for amendments or modifications to any condition.

I assert that I am aware of my right to a formal evidentiary hearing, pursuant to Md. Code Ann., Health Occ. § 17-511 and Md. Code Ann., State Gov't §§ 10-201 *et seq*. concerning the pending charges. I waive these rights and have elected to sign this Consent Order instead.

I acknowledge the validity and enforceability of this Consent Order as if entered 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 their behalf, and to all other substantive and procedural protections as provided by law. I waive those procedural and substantive protections. I acknowledge the legal authority and the jurisdiction of the disciplinary panel to initiate these proceedings and to issue and enforce this Consent Order.

I voluntarily enter and agree to comply with the terms and conditions set forth in the Consent Order as a resolution of the charges. I waive any right to contest the Findings of Fact and Conclusions of Law and Order set out in the Consent Order. I waive all rights to appeal this Consent Order.

I sign this Consent Order, without reservation, and fully understand the language and meaning of its terms.

4-30-2019
Date

Carrie Mead, LCPC
Carrie Mead, LCPC
Respondent

NOTARY

STATE OF Maryland

CITY/COUNTY OF Westminster / Carroll

I HEREBY CERTIFY that on this 30 day of April, 2019 before me, a Notary Public of the State and County aforesaid, personally appeared Carrie Mead, License Number LC7365, and gave oath in due form of law that the foregoing Consent Order was her voluntary act and deed.

AS WITNESS, my ~~hand~~ and Notary Seal.

My commission expires AUG 29 2021

LEONARDO CASTRO VIEIRA
Notary Public
Carroll County
Maryland
My Commission Expires Aug. 29, 2021