

**Matthew Swan**  
**License Numbers: LC2252/ ATC009**

September 12<sup>th</sup>, 2019

Risa L. Ganel, MS, LCMFT, Chair  
Maryland State Board of Professional Counselors & Therapists  
4201 Patterson Avenue  
Baltimore, Maryland 21215

RE: Surrender of Licensed Clinical Professional Counselor license AND  
Licensed Clinical Professional Art Therapist license  
License Numbers: LC2252/ ATC009  
Case Numbers: 2018-046 and 2018-061

Dear Ms. Ganel and Members of the Board:

I have decided to **SURRENDER** my license to practice as a Licensed Clinical Professional Counselor ("LCPC") in the State of Maryland, License Number LC2252, and my license to practice as a Licensed Clinical Professional Art Therapist ("LCPAT") in the State of Maryland, License Number ATC009, effective October 5, 2019. I understand that upon the surrender of my LCPC and LCPAT licenses, I may not practice licensed clinical professional counseling or licensed clinical professional art therapy in the State of Maryland as it is defined in the Maryland Professional Counselors and Therapists Act (the "Act"), Md. Code Ann., Health Occ. §§ 17-101 *et seq.* (2014 Repl. Vol.) and other applicable laws. In other words, as of the effective date of this Letter of Surrender, I understand that the surrender of my LCPC and LCPAT means that I am in the same position as an unlicensed individual in the State of Maryland.

I understand that this Letter of Surrender is a **PUBLIC DOCUMENT** and, upon the Board's acceptance, becomes a **FINAL ORDER** of the Maryland Board of Professional Counselors and Therapists ("the Board").

I decided to surrender my LCPC and LCPAT in the State of Maryland after receipt of the Charges Under the Maryland Professional Counselors and Therapists Act issued by the Board on April 19, 2019 ("Charges"), and after receipt of the Amended Charges Under the Maryland Professional Counselors and Therapists Act issued by the Board on August 16, 2019 ("Amended Charges"), both issued in case numbers 2018-046 and 2018-061. A copy of the Amended Charges is attached hereto and incorporated herein as Attachment A.

The Charges and the Amended Charges were based on two complaints received by the Board which alleged I treated a married couple ("Client A" and "Client B") for approximately five years, during which time, I allegedly violated professional boundaries by engaging in dual relationships with Client A, including referring to Client A as my sister, seeing Client A and Client B outside of treatment for social visits, giving gifts to Client A and accepting gifts from Client A, and participating in Client A's business venture. The Board's investigation of these complaints also found:

- I billed Client A for home therapy sessions to celebrate my birthday.
- I continued to conduct therapy sessions and social visits with Client A despite documenting that Client A repeatedly professed her love and reliance upon me, her belief that her relationship with me was her "cure," and that she could not go on without her relationship with me.
- I signed a contract with Client A where Client A gave me the rights to utilize, copyright, and profit from Client A's experiences, therapy materials, and name.
- I gave at least two presentations on ethics for Client A's business venture, which I was paid for, including one of the presentations which I billed for as a therapy session.
- Two different healthcare professionals on November 3, 2015 and in December 2016, documented and/or notified me that my conduct was unethical and that I needed to discharge Client A and Client B, however, I continued to provide treatment to Client A without altering the boundaries of our therapy until October 2017.
- I failed to disclose these outstanding complaints and investigations against me on my LCPAT renewal application submitted on or about January 24, 2019.
- From January 31, 2015 to October 23, 2015, while my LCPAT was expired, I signed Client A and Client B's progress notes approximately fifty-eight (58) times listing my credentials as "LCPC/LCPAT."

I have decided to surrender my LCPC and LCPAT to avoid further investigation and prosecution for violations of the Act. I acknowledge that if the case were to proceed to an evidentiary hearing, the Board would submit evidence to support the investigative findings that I violated the following provisions under the Act:

Health Occ. § 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:

....

- (1) Fraudulently or deceptively obtains or attempts to obtain a license or certificate for the applicant, licensee, or certificate holder or for another;
- (6) Willfully makes or files a false report or record in the practice of counseling or therapy;
- (7) Makes a willful misrepresentation while counseling or providing therapy;
- (8) Violates the code of ethics adopted by the Board;
- (9) Knowingly violates any provision of this title;

....

- (13) Violates any rule or regulation adopted by the Board;

....

- (16) Commits an act of immoral or unprofessional conduct in the practice of clinical or nonclinical counseling or therapy[.]

Health Occ. § 17-301. Required licensing by Board.

- (a) *In general* – Except as otherwise provided in subsection (b) of this section, an individual may not practice, attempt to practice, or offer to practice . . . clinical professional art therapy, . . . in the State unless licensed by the Board.

Health Occ. § 17-308. Authority granted by license.

- (a) *In general* – A license authorizes the licensee to practice . . . clinical professional art therapy while the license is effective.

Health Occ. § 17-601. Prohibited acts.

Unless an individual is licensed to practice . . . clinical professional art therapy, an individual may not:

- ....
- (2) Use any title, abbreviation, sign, card, or other representation that the individual is a . . . licensed clinical professional art therapist; or
  - (3) Use the title . . . “L.C.P.A.T.” or the words . . . “licensed clinical professional art therapist” with the intent to represent that the individual practices . . . clinical professional art therapy.

The relevant provisions of the code of ethics and regulations adopted by the Board provide:

COMAR 10.58.01.03 General.

Unless certified or licensed by the Board, an individual may not:

- A. Use the title:

....

- (8) Licensed clinical professional art therapist (LCPAT);

....

- B. Use the initials . . . LCPAT . . . after the name of the individual[.]

COMAR 10.58.03.03. Professional Competence.

- A. A counselor shall:

....

- (3) Maintain qualifications to practice counseling, including meeting the continuing education requirements established by the Board.

COMAR 10.58.03.04 Ethical Responsibility.

- A. A counselor shall:

- .....
- (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:

- .....
- (2) Participate in dishonest, fraudulent, or deceitful activity in the capacity of a counselor; or
- (3) Enter into relationships that could compromise a counselor's objectivity or create a conflict of interest.

COMAR 10.58.03.05 The Counseling Relationship.

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; and
- (b) Take appropriate measures, including but not limited to, informed consent, consultation, supervision, and documentation to ensure that judgment is not impaired and no exploitation occurs if a dual relationship cannot be avoided.

COMAR 10.58.17.02 Licensed Clinical Professional Art Therapist.

....

D. Renewal.

....

- (3) An individual who fails to renew licensure is not authorized to and may not practice clinical professional art therapy.

I acknowledge that for all purposes relevant to licensure, certification, and/or trainee approval status, these allegations and the Allegations of Fact in the Amended Charges will be treated as if proven.

I understand that by executing this Letter of Surrender, I am waiving any right I may have to contest any the Board's Charges or the Amended Charges in a formal evidentiary hearing at which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf and all other substantive and procedural protections provided by law, including the right to appeal.

I understand that the Board, in response to any inquiry, will advise that I have surrendered my LCPC and LCPAT. I also understand that, in the event that I would apply for trainee approval status, certification or licensure in any form in any other state or jurisdiction, that this Letter of Surrender, and all underlying investigative documents, may be released or published by the Board to the same extent as a Final Order that would result from disciplinary action pursuant to Md. Code Ann., Gen. Prov. §§ 4-101 *et seq.*

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(2014). Finally, I understand that this Letter of Surrender is considered a disciplinary action by the Board.

I further recognize and agree that by submitting this Letter of Surrender my LCPC and LCPAT will remain surrendered unless and until I petition the Board for reinstatement; and I understand that when applying for a new Maryland license, certificate, or trainee approval status, or when applying for reinstatement, I will approach the Board in the same posture as an individual whose LCPC and LCPAT have been revoked based on the investigative findings contained herein as well as the Allegations of Fact in the Amended Charges, and that the Board has the sole discretion to accept or deny any application that I may submit. I further agree that if the Board reinstates my LCPC and/or LCPAT, or issues me a new license, certificate, and/or trainee approval status, the Board may set additional terms and conditions that shall apply to my reinstated or new license, certificate, and/or trainee approval status, which may include the imposition of probation.

I acknowledge that I may not rescind this Letter of Surrender in part or in its entirety for any reason whatsoever. Finally, I wish to make clear that I have been given the opportunity to consult with an attorney before signing this Letter of Surrender. I understand both the nature of the Board's actions and this Letter of Surrender fully. I acknowledge that I understand and comprehend the language, meaning and terms and effect of this Letter of Surrender. I make this decision knowingly and voluntarily and without any duress.

Sincerely,



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Matthew Swan, LC2252/ ATC009

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**NOTARY**

**STATE OF MARYLAND**  
**CITY/COUNTY OF** Montgomery

I HEREBY CERTIFY that on this 12<sup>th</sup> day of September, 2019,  
before me, a Notary Public of the State and City/County aforesaid, personally appeared  
Matthew Swan, and declared and affirmed under the penalties of perjury that signing the  
foregoing Letter of Surrender was his voluntary act and deed.

AS WITNESS my hand and Notarial seal.

  
Notary Public



My Commission expires: 12/01/2019



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**ACCEPTANCE**

On this 20<sup>th</sup> day of September, 2019, I, Risa L. Ganel, MS, LCMFT, on behalf of the Board, accept the **PUBLIC SURRENDER** of the LCPC license and LCPAT license of Matthew Swan, to practice licensed clinical professional counseling and/or licensed clinical professional art therapy in the State of Maryland.

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

# ATTACHMENT A

IN THE MATTER OF \* BEFORE THE MARYLAND STATE  
 MATTHEW SWAN, LCPC, LCPAT \* BOARD OF PROFESSIONAL  
 Respondent \* COUNSELORS AND THERAPISTS  
 License Numbers: LC2252 \* Case Numbers: 2018-046 and 2018-061  
 ATC009

\* \* \* \* \*

**AMENDED<sup>1</sup> CHARGES UNDER THE MARYLAND  
 PROFESSIONAL COUNSELORS AND THERAPISTS ACT**

The Maryland State Board of Professional Counselors and Therapists (the “Board”) hereby charges MATTHEW SWAN, LCPC, LCPAT (the “Respondent”), Licensed Clinical Professional Counselor—License Number LC2252 and Licensed Clinical Professional Art Therapist—License Number ATC009, 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.), and the Board’s regulations under Md. Code Regs. (“COMAR”) 10.58 *et seq.*

The Board charges the Respondent with violating the following provisions of the Act under Health Occ.:

§ 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

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<sup>1</sup> On April 19, 2019, the Board issued a Notice of Agency Action-Charges Under the Maryland Professional Counselors and Therapists Act to Matthew Swan, LC2252/ATC009. The Respondent submitted a timely request for an evidentiary hearing, which is pending in this matter. This amended document serves as notice to the Respondent of additional disciplinary grounds that the Board has issued against the Respondent and the factual allegations in support of the additional disciplinary grounds. The current *Amended Charges Under the Maryland Professional Counselors and Therapists Act*, supersedes the *Charges Under the Maryland Professional Counselors and Therapists Act* issued against the Respondent on April 19, 2019. The amended language, additional charges, and additional allegations of fact are indicated in bold.

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:

....

- (1) **Fraudulently or deceptively obtains or attempts to obtain a license or certificate for the applicant, licensee, or certificate holder or for another;**
- (6) **Willfully makes or files a false report or record in the practice of counseling or therapy;**
- (7) **Makes a willful misrepresentation while counseling or providing therapy;**
- (8) **Violates the code of ethics adopted by the Board;**
- (9) **Knowingly violates any provision of this title;**

....

- (13) **Violates any rule or regulation adopted by the Board;**

....

- (16) **Commits an act of immoral or unprofessional conduct in the practice of clinical or nonclinical counseling or therapy[.]**

**Health Occ. § 17-301. Required licensing by Board.**

- (a) ***In general* – Except as otherwise provided in subsection (b) of this section, an individual may not practice, attempt to practice, or offer to practice . . . clinical professional art therapy, . . . in the State unless licensed by the Board.**

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**Unless an individual is licensed to practice . . . clinical professional art therapy, an individual may not:**

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- (3) **Use the title . . . “L.C.P.A.T.” or the words . . . “licensed clinical professional art therapist” with the intent to represent that the individual practices . . . clinical professional art therapy.**

The relevant provisions of the code of ethics and regulations adopted by the Board provide:

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**Unless certified or licensed by the Board, an individual may not:**

**A. Use the title:**

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- (8) **Licensed clinical professional art therapist (LCPAT);**

....

**B. Use the initials . . . LCPAT . . . after the name of the individual[.]**

**COMAR 10.58.03.03. Professional Competence.**

**A. A counselor shall:**

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- (3) **Maintain qualifications to practice counseling, including meeting the continuing education requirements established by the Board.**

COMAR 10.58.03.04 Ethical Responsibility.

A. A counselor shall:

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

B. A counselor may not:

.....

(2) **Participate in dishonest, fraudulent, or deceitful activity in the capacity of a counselor; or**

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COMAR 10.58.03.05 The Counseling Relationship.

A. Client Welfare and Rights.

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(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;

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(d) Foster dependent counseling relationships.

B. Dual Relationships.

(1) A counselor shall:

- (a) Avoid dual relationships with clients; and
- (b) Take appropriate measures, including but not limited to, informed consent, consultation, supervision, and documentation to ensure that judgment is not impaired and no exploitation occurs if a dual relationship cannot be avoided.

**COMAR 10.58.17.02 Licensed Clinical Professional Art Therapist.**

....

**D. Renewal.**

....

- (3) **An individual who fails to renew licensure is not authorized to and may not practice clinical professional art therapy.**

**ALLEGATIONS OF FACT<sup>2</sup>**

The Board bases its charges on the following facts that the Board has reason to believe are true:

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<sup>2</sup> The allegations regarding the Respondent's conduct identified herein are intended to provide the Respondent with notice of the basis of the Board's action. They are not intended as, and do not necessarily represent, a complete description of the evidence, either documentary or testimonial, to be offered against the Respondent.

## **I. Background**

1. At all times relevant hereto, the Respondent was licensed to practice clinical professional counseling in the State of Maryland. The Respondent was initially licensed to practice clinical professional counseling in Maryland on or about July 17, 2006 under license number LC2252.

2. The Respondent was licensed to practice clinical professional art therapy in Maryland on or about February 12, 2013 under license number ATC009. **The Respondent's LCPAT license expired on January 31, 2015 and then was reinstated on October 23, 2015.**<sup>3</sup>

3. At all times relevant to these charges, the Respondent operated a clinic that provided counseling and art psychotherapy for children, adolescents, adults, families and couples in Bel Air, Maryland (the "Facility").<sup>4</sup>

## **II. Complaint**

4. On or about January 3, 2018 and February 21, 2018, the Board received complaints from two former clients—a married couple ("Client A" and "Client B"), respectively, alleging the Respondent violated professional boundaries by engaging in dual relationships with Client A. Specifically, the complaints alleged the Respondent

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<sup>3</sup> By letters dated July 8, 2015 and July 27, 2015, the Board notified the Respondent that his LCPAT renewal application was incomplete or could not be processed because the Respondent still had to submit additional CEUs and true test copies of his criminal history. The letters also notified the Respondent that "practicing without a current license . . . is a violation of the professional counselors and therapists act and could result in disciplinary action."

<sup>4</sup> For purposes of ensuring confidentiality, proper names have been omitted and replaced with generic placeholders. Upon written request, the Administrative Prosecutor will provide the information to the Respondent.



symbolically adopted Client A to be the Respondent's sister; the Respondent hugged Client A during her treatment sessions; the Respondent saw Client A and Client B outside of the Facility for treatment sessions and for social visits; the Respondent attended Client A's and Client B's family functions, including participating in Client A's and Client B's wedding vow renewal; and the Respondent participated in Client A's business venture (the "Non-Profit Business").

5. Based on the complaints, the Board began an investigation of the Respondent.

### **III. Investigation**

6. In furtherance of its investigation, the Board obtained Client A's and Client B's treatment records from the Respondent and copies of records from the malpractice case Client A filed against the Respondent. The Board investigator also conducted interviews of Client A and the Respondent.

#### **A. Client A's Treatment Record**

7. According to client records received from the Respondent, Client A<sup>5</sup> was a client of the Respondent's at the Facility for approximately five years from on or about July 23, 2012 until on or about October 10, 2017.<sup>6</sup>

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<sup>5</sup> According to Client A's treatment plan dated October 24, 2013, Client A's areas of functional impairment included boundaries and relationships.

<sup>6</sup> According to the client records received from the Respondent, Client B was also a client of the Respondent's at the Facility. Client A and Client B received services from the Respondent for individual therapy sessions as well as couples therapy sessions.

8. The Respondent's treatment records for Client A revealed the Respondent documented the following:

- a. Client A repeatedly informed the Respondent of her desire to have the Respondent adopt Client A into the Respondent's family.
- b. On numerous occasions Client A told the Respondent that Client A refers to the Respondent, and calls the Respondent, her "therapist" and her "brother."
- c. The Respondent made "many" "exceptions with gifts [and] social engagements."
- d. The Respondent engaged in treatment sessions with Client A at the Facility and at Client A's residence, including home visits that were conducted on October 29, 2015 "for pumpkin carving" and again on May 23, 2016 "to celebrate [the Respondent's] birthday."
- e. The Respondent repeatedly documented evidence of a codependent counseling relationship, including but not limited to: 1) in a document listing Client A's "therapy accomplishments" from July 22, 2014 through July 22, 2015, Client A listed one of her accomplishments as the Respondent "agreeing to give me away (the only person that I have ever trusted or believed in my entire life, the first person I have ever loved and felt a real inner feeling, a connection, emotion, or acceptance from in my heart, outside of my husband and children)"; 2) in a letter written by Client A and given to the Respondent in July 2016, Client A stated "I truly love you in a way that I have never loved another human being"; 3) in January 2017, even though Client A "denie[d] dependence on [the Respondent]," Client A stated, "that the past four years of treatment is meaningless if relationship [with the Respondent] is unable to [be] family"; 4) Client A repeatedly reported that her relationship with the Respondent was her "cure"; and 5) in March 2017, the Respondent documented that Client A was "dependent."
- f. By letter dated March 29, 2017, the Respondent notified Client A that the Respondent was terminating her from treatment because Client A "express[ed] [he]r dissatisfaction with [the Respondent] and treatment boundaries." Notably, despite notifying Client A that she was terminated from treatment, the Respondent continued to provide treatment to Client A until on or about October 10, 2017.

- g. The treatment records for Client A contained a document titled "Healthy Life Contract for [Client A]" which was signed by Client A, Client B, and the Respondent on March 2, 2015. According to the contract, the Respondent was given the right to use Client A's experiences in the Respondent's future work and was given:

[A]ll personal rights of [Client A's therapy] material to share with other professionals or use in his teachings, writings, presentations, etc. and she will give [sic] him the absolute right to utilize the information at any time, or make modifications as he sees fit. . . . [The Respondent] is in no way requested to give [Client A] credit to this work in his future practice, can copyright for himself, and is encouraged to utilize her name in any way he sees fit.

- h. The Respondent's treatment records for Client A also revealed that the Respondent engaged in a business relationship with Client A regarding the Non-Profit Business Client A started. For example, the treatment records contained a copy of PowerPoint slides for a presentation the Respondent gave with Client A on August 3, 2015. The presentation was titled "Ethics and Evidence: A Therapy and Client A Case Study of an Adult Survivor of Childhood Sexual Abuse."

9. **The Respondent's treatment records for Client A also revealed that from February 4, 2015 until October 22, 2015, the Respondent signed Client A's progress notes at least forty-four (44) times with his name, the date, and listed his credentials as "LCPC/LCPAT."**

**B. Client B's Treatment Record**

10. **The Respondent's treatment records for Client B also revealed that from February 11, 2015 until October 7, 2015, the Respondent signed Client B's progress notes at least fourteen (14) times with his name, the date, and listed his credentials as "LCPC/LCPAT."**

**C. Malpractice Case**

11. On or about January 31, 2018, Client A filed a civil complaint against the Respondent and the Facility in the Circuit Court for Baltimore County, Maryland for allegations of professional malpractice (the "Civil Complaint"). The Civil Complaint relied on factual allegations that were similar to the factual allegations raised by Client A and Client B in their complaints to the Board.

12. In August 2018, civil complaint was settled in favor of the plaintiff for \$225,000, without an admission of liability.

**D. Board Interviews**

13. In an interview with the Board's investigator on September 11, 2018, Client A reported:

- a. She started receiving services from the Respondent around July 2012.
- b. In 2014, after a therapy session, the Respondent asked Client A if he could hug her and Client A consented. This "became a standard embrace" between her and the Respondent before and after her therapy sessions.
- c. Around the beginning of 2015, the Respondent told Client A that he wanted to adopt her "as his real sister." The Respondent subsequently arranged with Client B to start visiting their home to spend time with Client A as a brother. While the Respondent spent time at Client A's house, they played darts, played pool, and had lunch together—the visits were billed as therapy sessions.
- d. The Respondent also spent time with Client A outside of their therapy sessions without billing Client A for a therapy session. For example, on June 6, 2015 the Respondent "agreed to give [Client A] away" at her vow renewal ceremony. The Respondent also showed up at Client A's house on his own accord, unannounced to deliver gifts to Client A on November 4, 2016. The Respondent again went to Client A's house on

December 23, 2016, at which time, the Respondent brought his two minor children to spend time with Client A and Client B.

- e. After the December 23, 2016 visit, the Respondent notified Client A that he could not see Client A outside of their therapy sessions anymore.
- f. The next time Client A went to the Respondent's office for a therapy session, Client A asked what she had to do to fix their relationship. Client A reported that in response, the Respondent gave her a post-it note that said no more gifts, no more "nurturance," no more social interactions, and no more text messages.<sup>7</sup>
- g. In January 2017, the Respondent gave Client A a birthday card that read "Happy birthday with love, best wishes, mentor, therapist, special place in my heart, [Respondent] . . . Brotherly . . . To my superstar sister." The Respondent told Client A that it was part of her "normal therapy."
- h. During some of the sessions with the Respondent, the Respondent performed a procedure called "nurturing" which included allowing Client A to place her head on the Respondent's lap while he held her.
- i. Over the course of their relationship Client A gave the Respondent several gifts. She stated that the gifts were separated out according to the Respondent's role in her life—she gave him gifts as a therapist, a brother, and as a mentor.
- j. The Respondent participated in Client A's Non-Profit Business including assisting with the Non-Profit Business's website, mentoring Client A, and giving presentations at events which were billed as therapy.
- k. Over the course of their relationship the Respondent disclosed personal details about himself including but not limited to information about his upbringing, the fact that he only saw his parents twice a year, and he did not have a close relationship with his family. Client A also reported that the Respondent showed her a picture of a woman and told Client A it was the woman he was supposed to marry.

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<sup>7</sup> A review of the treatment records received from the Respondent for Client A revealed a copy of a piece of paper that stated, "no physical affection, no more verbal affection, ↓ social interaction[,] continued work with you + [Client A's Non-Profit Business,] no more gifts, no more social texting."

14. In an interview with the Board's investigator on September 20, 2018, the Respondent:

- a. Stated that he provided therapy to Client A and Client B. He stated that he was paid by credit card and then Client B submitted the claims to insurance for reimbursement. His sessions with Client A were typically two hours long, however, sometimes there were special visits where the sessions extended past two hours.
- b. The Respondent admitted that he visited Client A's and Client B's home on approximately 10 occasions. He said that the first time he went to Client A's house was to help her organize her office. He said that this was billed as therapy because "part of the therapeutic process was helping her get herself restructured." He stated that on another occasion he visited Client A at her house to carve a pumpkin as part of therapy "to address unresolved childhood issues and to sort of recreate positive experience that was -- that she did not have as a child due to a history of child abuse." Other visits were attributed to various therapeutic purposes.
- c. The Respondent admitted that on June 6, 2015, he participated in Client A's and Client B's vow renewal ceremony. He stated that he gave Client A away at the vow renewal ceremony and that he "made it very clear that . . . I am not coming as a guest, but I would be willing to give her away as sort of representation of the good enough dad . . . . I made it clear that . . . I would be willing to participate in this with the clear understanding that I'm coming as her therapist." He stated that he participated in the vow renewal ceremony as part of therapy, but he did not bill them for it.
- d. In December 2016, right before Christmas, the Respondent took his two sons to Client A's home on a "non-therapy visit." He said it was a "social visit" this was "a means of helping [Client A] to celebrate the holidays . . . and . . . was . . . a last sort of discharge plan." The Respondent further stated that "[i]t was clearly defined . . . that it was . . . sort of like my gift to her and her family in appreciation of . . . them."
- e. The Respondent admitted that the visit he had at Client A's house in December 2016 for the holidays was "a pushing of the boundaries of the social versus the professional" and it made him "question" where his "motivations were." Later after thinking about why he made the decision to do the visit he "realized it was coming from a place of

sympathy versus empathy.” The Respondent stated that after this December 2016 incident he realized that he felt like he was “losing objectivity” and “need[ed] to address this with a supervisor.” He stated that the supervisor “strongly suggested” that he needed to discharge Client A and Client B.<sup>8</sup>

- f. The Respondent stated that “throughout treatment [Client A] consistently insisted wanting to have more of a social relationship.” He further stated that “after spending a significant first part” of his treatment “basically . . . re-parenting” Client A, she became “preoccupied with the idea of having a sibling” and wanted the Respondent and his wife “to adopt her.” The Respondent admitted that “as a means of a sort of transference relationship” he suggested “as a means of meeting where she’s at but also keeping the boundaries” that he “pointed out to her that . . . [he already was] a therapeutic father to her” therefore they could “be a sort of therapeutic brother and sister.” Client A insisted that she understood that it was not a real brother and sister relationship.
- g. The Respondent admitted he gave cards or gifts to Client A that said “From your brother” or “Dear Sister” but said “as far as I understood . . . she has experience and she was a nurse for a significant amount of time and she was a professional, she indicated that she completely understood what the boundaries and the limits were.”
- h. The Respondent admitted that he accepted gifts from Client A. He said that he “accepted things basically out of . . . the fact that it would have been counter-therapeutic” to refuse the gifts. The Respondent, however, stated that Client A and Client B only ever provided the Respondent with money for the services he rendered.
- i. The Respondent admitted that he was involved with Client A’s Non-Profit Business but stated that his involvement was to the extent as “a

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<sup>8</sup> Notably, the Respondent had previously been on notice that his relationship with Client A was a dual relationship, created dependence, and was unethical. According to the medical records the Respondent provided for Client A, a co-worker at the Respondent’s Facility (the “Co-Worker”) saw Client B for one session on or about November 3, 2015. The Co-Worker documented that Client A gave the Respondent “a large amount of gifts for Halloween. Candy, pie, stuffed animals, and goody bags. . . . gift was inappropriate . . . . [Client B] requested a personal relationship between [Client A] and the [Co-Worker] and [the Respondent]. This by her request includes phone calls, home visits to both homes etc.” The Co-Worker further documented that the Co-Worker “explained this is unethical. Dual relationships, slippery slope, creating dependence, regression, splitting, and power differential were explained as to why this request can not [*sic*] be granted.”

cheerleader.” He clarified by stating that he “supported her developing it,” helped “her develop her nonprofit,” “encouraged her,” “consulted” and gave her information.

- j. The Respondent also admitted that on at least two occasions he conducted “business transactions” with Client A for the purpose of her Non-Profit Business. The two “business transactions” consisted of Client A paying the Respondent to give presentations for the Non-Profit Business. The Respondent further admitted that he was paid for both presentations and in fact, Client A asked him to bill one of the presentations as her therapy session, which the Respondent agreed to do.
- k. The Respondent insisted that his involvement in Client A’s Non-Profit Business was not a “business relationship,” but was a “business transaction” as part of the therapeutic alliance.
- l. Notably, the Respondent stated that one of the presentations that Client A hired the Respondent to provide was “a case presentation”/“continuing education credited presentation” about how to provide treatment to someone who has child sexual abuse issues, like Client A, while still working within the ethical guidelines. He stated that during the presentation he went over the ethical guidelines of treatment and discussed how to maintain the ethical guidelines while providing treatment which meets the client’s needs and while sometimes having to make some “out-of-the-box decisions.”
- m. The Respondent stated that he “did everything in [his] power to help” Client A and Client B. He explained that he “made exceptions to” his “usual treatment . . . with the idea of . . . trying to address the needs that I believe that I could provide and meet.” He stated that “[o]ver time, the severity of [Client A’s] borderline personality began to appear and it was quite clear that she was a lot – more unhealthy than [he] originally” thought. He said he made a lot of decisions with the understanding that Client A “was a pretty high-functioning Director of Nursing” and understood and accepted the boundaries and limits the Respondent provided her. However, the Respondent noted that “throughout treatment, she would consistently test boundaries and push boundaries.” He further explained that “anything that [he] did” was because he was requested to do it by Client A and/or Client B.
- n. He stated that he did not become “the bad guy” and neither Client A nor Client B had a “problem” with the Respondent until after he “made it very clear” that he was “no longer going to be able to make any



exceptions” for Client A and Client B, that he was no longer “going to have an ongoing personal relationship with them,” that they would only receive treatment, and “that they were no longer, quote, unquote, special.” He admitted that “in hindsight, obviously, I believe that I should have held my ground or made . . . other decisions.”

- o. Finally, the Respondent stated that he did not believe that he did anything unethical and that “[i]f it was unethical, I wouldn’t have done those things.”

#### **IV. 2019 Renewal Application**

15. As part of the Board’s investigation, the Respondent’s 2019 Application for Renewal of Licensed Clinical Professional Art Therapist (“2019 Renewal Application”) was reviewed. On or about January 24, 2019, the Respondent submitted his 2019 Renewal Application. Under the Character and Fitness section, the 2019 Renewal Application required the Respondent to answer the question since his last registration:

**Are there any outstanding complaints, investigations or charges pending against you in any State by any Licensing or Disciplinary Board or a comparable body in the Armed Services?**

16. In response, the Respondent answered “N” for “No.”
17. During the period reportable in the 2019 Renewal Application, the Board issued two letters to the Respondent notifying him that complaints were filed in Case Numbers 2018-061 and 2018-046. The Board also issued a subpoena to the Respondent for copies of Client A’s treatment records and a second subpoena for the Respondent to appear at the Board to provide sworn testimony for Case Numbers 2018-061 and 2018-046.

## GROUNDS FOR DISCIPLINE

18. The Respondent's conduct, as set forth above, including his relationship with Client A that went beyond the professional client-counselor relationship constitutes violations of: Health Occ. § 17-509(8) (violates the code of ethics adopted by the Board); § 17-509(9) (knowingly violates any provision of this title); § 17-509(13) (violates any rule or regulation adopted by the Board); and/or § 17-509(16) (commits an act of immoral or unprofessional conduct in the practice of clinical or nonclinical counseling or therapy) in that the Respondent violated COMAR 10.58.03.04(A)(11), (A)(14), and (B)(3), and COMAR 10.58.03.05(A)(2)(a), (A)(2)(d), and (B)(1)(a)-(b).
19. **The Respondent's conduct, as set forth above, including failing to disclose in his 2019 renewal application that he was under investigation by the Board constitutes violations of: Health Occ. § 17-509(1) (fraudulently or deceptively obtains or attempts to obtain a license or certificate for the applicant, licensee, or certificate holder or for another); § 17-509(6) (willfully makes or files a false report or record in the practice of counseling or therapy); § 17-509(8) (violates the code of ethics adopted by the Board); § 17-509(9) (knowingly violates any provision of this title); and/or § 17-509(13) (violates any rule or regulation adopted by the Board) in that the Respondent violated COMAR 10.58.03.04(B)(2).**
20. **The Respondent's conduct, as set forth above, including willfully misrepresenting himself as an LCPAT, as well as, indicating that he practiced as an LCPAT with regards to the treatment he provided to Client A and Client B during the time the Respondent's LCPAT license was expired constitutes violations of:**

Health Occ. § 17-509(6) (willfully makes or files a false report or record in the practice of counseling or therapy); § 17-509(7) (makes a willful misrepresentation while counseling or providing therapy); § 17-301(a) (an individual may not practice, attempt to practice, or offer to practice . . . clinical professional art therapy, . . . in the State unless licensed by the Board); § 17-308(a) (a license authorizes the licensee to practice . . . clinical professional art therapy while the license is effective); § 17-601(2) (use any title, abbreviation, sign, card, or other representation that the individual is a . . . licensed clinical professional art therapist); and/or § 17-601(3) (use the title . . . “L.C.P.A.T.” or the words . . . “licensed clinical professional art therapist” with the intent to represent that the individual practices . . . clinical professional art therapy) in that the Respondent violated COMAR 10.58.01.03(A)(8), (B), and COMAR 10.58.03.03(A)(3), and COMAR 10.58.03.04(B)(2), and COMAR 10.58.17.02(D)(3).

#### NOTICE OF POSSIBLE SANCTIONS

If, after a hearing, the Board finds that there are grounds for action under Health Occ. § 17-509(1), (6), (7), (8), (9), (13) and/or (16), and/or Health Occ. § 17-301, and/or Health Occ. § 17-308(a), and/or Health Occ. § 17-601(2) and/or (3), and COMAR 10.58.01.03(A)(8), COMAR 10.58.01.03(B), COMAR 10.58.03.03(A)(3), COMAR 10.58.03.04(A)(11), COMAR 10.58.03.04(A)(14), COMAR 10.58.03.04(B)(2), COMAR 10.58.03.04(B)(3), COMAR 10.58.03.05(A)(2)(a), COMAR 10.58.03.05(A)(2)(d), COMAR 10.58.03.05(B)(1)(a-b), and/or COMAR 10.58.17.02(D)(3), the Board may impose disciplinary sanctions against the

Respondent's licenses pursuant to its regulations under COMAR 10.58.09.06, including reprimanding the Respondent, placing the Respondent on probation, or suspending or revoking the Respondent's licenses, and/or may impose a monetary penalty.

August 16, 2019

Date



Risa L. Ganel, MS, LCMFT

Board Chair

Maryland State Board of Professional  
Counselors and Therapists