

IN THE MATTER OF
ANITA PARR FELPS, LCSW-C
Respondent
License No. 5279

* BEFORE THE
* BOARD OF SOCIAL WORK
* EXAMINERS

* * * * *

FINAL OPINION AND ORDER

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STATEMENT OF THE CASE

On July 30, 1999, the Maryland State Board of Social Work Examiners (the Board") issued Charges against Anita Parr Felps ("Respondent") for violating certain provisions of Title 19 of the Maryland Health Occupations Code Annotated, § 19-311 (the "Act") (1994). On September 21, 1999, Respondent attended a Case Resolution Conference with her then counsel, Donald Benter, Esq., and a settlement of the charges in question was agreed to at that time. However, prior to the agreement being reduced to writing and signed off on by the parties, Respondent dismissed her attorney and indicated her refusal to accept the agreement.

At about the same time, the Board received a second complaint regarding Respondent's social work practice. As a result, the Board determined to incorporate the new allegations along with the previous allegations and issued Amended And Supplemental Charges against Respondent on June 14, 2000. That charging document indicated that an evidentiary hearing on

the charges would take place on or November 28 – 30, 2000 at the Office of Administrative Hearings. In that same document, Respondent was also notified of a case resolution conference to be held on September 12, 2000.

Respondent attended the case resolution conference (which was held on September 28, 2000 due to scheduling changes) at which a tentative agreement was reached. Subsequent negotiations failed to produce a Consent Order.

On January 12, 2001, the Board held a hearing before a quorum of the Board on the Amended and Supplemental Charges. Present at that hearing were Sheila Scriggins, Board President, and Board Members: Mary Burke, Wanda Moore, Emanuel Mandel, Laurie Thomas and Charles Griffin. Also present were Roberta Gill, AAG, Administrative Prosecutor, Jane Pilliod, AAG, Counsel to the Board, Gloria Hammel, Board Staff social worker and Zoann Cosby, Board Secretary. Respondent did not appear at that hearing.

ISSUES

The issues are whether the Respondent:

1. Comitted an act of gross negligence, incompetence, or misconduct in the practice of social work in violation of Md. Code Ann., Health Occ. §19-311(4);
2. Engaged in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work in violation of Md. Code Ann., Health Occ. §19-311(6);
3. Violated the code of ethics adopted and published by the Board in violation of Md. Code Ann., Health Occ. §19-311(7);
4. Willfully made or filed a false report or record in the practice of social work in violation of Md. Code Ann., Health Occ. §19-311(12);
5. Submitted a false statement to collect a fee in violation of Md. Code Ann., Health Occ. §19-311(14); and, if so, what is the appropriate sanction that should be imposed against Respondent.

SUMMARY OF THE EVIDENCE

Exhibits

The Administrative Prosecutor submitted 21 exhibits, which were admitted into evidence at the hearing. In addition, on January 18, 2001, the Administrative Prosecutor supplemented the record with an additional four exhibits and on April 19, 2001, further supplemented the record with an additional three exhibits. The exhibits submitted on January 18, 2001 became State's Exhibits 10A, 10B, 10C and 10D. The exhibits submitted on April 19, 2001 became State's Exhibits 17A, 22 and 23.

The exhibits in the record are the following:

| | |
|---------------------------------|---|
| State's Exhibit Number 1 | Computer print-out of Respondent's Licensure information |
| State's Exhibit Number 2 | Amended and Supplemental Charges, 6-14-00 |
| State's Exhibit Number 3 | Complaint from Patients A and B |
| State's Exhibit Number 4 | Calendars from 1-'96 to 12-'97 |
| State's Exhibit Number 5 | Respondent's treatment file on Patients A and B |
| State's Exhibit Number 6 | Sunflower card from Respondent to Patients A and B |
| State's Exhibit Number 7 | Undated letter from Respondent to Patients A and B |
| State's Exhibit Number 8 | 10-17-98 letter from Respondent to Patients A and B |
| State's Exhibit Number 9 | Letter re legal settlement to Board Investigator |
| State's Exhibit Number 10 | Investigative Report on complaint by Patients A and B |

- State's Exhibit Number 10 ACopy of personal check from Patient A to Respondent
- State's Exhibit Number 10 B.....Copy of loan withdrawal from Patient A
- State's Exhibit Number 10 C.....Copy of Respondent's check to Patient A marked "Stop Payment."
- State's Exhibit Number 10 DRespondent's interview of 3/24/99 re Patients A and B
- State's Exhibit Number 117/9/99 Memo from Board Investigator to Administrative Prosecutor
- State's Exhibit Number 12Complaint from Patient C, dated 10/29/99
- State's Exhibit Number 13List of appointment dates and payment info
- State's Exhibit Number 14.....Respondent's treatment file on Patient D
- State's Exhibit Number 15Letter from Patient C to Board Investigator with excerpts from detective agency report
- State's Exhibit Number 16Detective agency video tape of Respondent and Patient D
- State's Exhibit Number 17Investigative Report on complaint by Patient C
 - 17A. Respondent's Interview of 2/3/00 re Patients C and D
- State's Exhibit Number 18November 8, 2000 Cover Letter and proposed Letter of Surrender from Administrative Prosecutor to Respondent
- State's Exhibit Number 19Unopened envelope containing, *inter alia*, hearing notice
- State's Exhibit Number 20:
 - 20A. 1/21/00 Memo from Board Investigator re service of notice
 - 20B. 11/21/00 Notice of Hearing scheduled for 12-8-00
 - 20C. 11/21/00 Proposed acknowledgment of receipt of hearing notice
- State's Exhibit Number 21:

- A. 11/21/00 letter from Respondent to Board Administrator
- B. 11/21/00 Notice of Hearing with Respondent's comments
- C. copy of envelope, stamped 11/24/00, from Respondent to Board Administrator

State's Exhibit Number 22.....Deposition of Patient A. taken 12-8-00

State's Exhibit Number 23.....Deposition of Patient C. taken 12-8-00

Testimony

The Administrative Prosecutor called two witnesses to testify:

- 1. Howard R. ("Rick") Kenney, Jr., Board Investigator
- 2. Harold G. Gordon, Executive Director of the Board of Social Work Examiners

FINDINGS OF FACT

Findings with respect to Respondent's treatment of Patient A and Patient B

- 1. At all times pertinent to these charges Respondent, Anita Parr Felps, was licensed by the Board of Social Work Examiners (License No. 2579) to practice social work. Respondent was and is a licensed clinical social worker (an LCSW-C).
- 2. Patient A became a client of Respondent in August of 1996 as a result of problems in her marriage. Her husband, Patient B, also became a client. Both Patient A and Patient B had individual therapy sessions with Respondent and they had a few joint sessions. (St. Ex. 22, p. 5)
- 3. Respondent agreed to accept as payment for the sessions only the amount paid by Patient A's insurance company without any copay. Patient B was unemployed at the time and did not have insurance coverage. (St. Ex. 22, p. 6) (St. Ex. 10D, p. 4)
- 4. During the time when she was providing therapy to Patients A and B, Respondent began to sell off certain of her possessions. She sold several of those items to Patients A and B including an armoire, a string of pearls, a bronze sculpture and a garment bag. (St. Ex. 22, p. 10-11)
- 5. Respondent attended a party given by Patients A and B in the spring of '98. At that party she gave Patient B a note requesting to borrow \$1,000. (St. Ex. 22, p. 13) See, State's Ex.

- 6.
6. In response to Respondent's request, Patient A wrote Respondent a check for \$1,000 on May 4, 1998. (See, State's Ex. 10A)
7. In late June of 1998, Respondent requested to borrow an additional \$4,500 from Patients A and B. She indicated that she would pay back the money in a week to 10 days. (St. Ex. 22, p. 15; St. Ex. 10D, p. 15) Patients A and B agreed and on July 1, 1998, Patient A requested a loan advance from First National Bank in the amount of \$4,500. (See, State's Ex. 10B) Patient A gave the \$4,500 to Respondent in cash. (St. Ex. 10D, p. 15)
8. Respondent failed to repay both the \$1,000 loan and the \$4,500 as she had promised. Although Patient A received a \$1,000 check from Respondent in July of 1998, her attempts to deposit the check indicated that Respondent's account had insufficient funds. When Patient A deposited the check in her own account, she discovered that Respondent had stopped payment on the check. (St. Ex. 22, p. 20)
9. In August of 1998, Respondent sent Patients A and B a letter indicating that instead of her owing them \$5,500 to repay the two loans they had made to her, she owed them nothing and they owed her \$2,450. This resulted from Respondent's unilateral recalculation of the money due to her for therapy that she had provided to Patients A and B since 1996. (See, St. Ex. 7)
10. Patients A and B eventually filed suit against Respondent and the matter was settled out of court for a "substantial sum." (St. Ex. 22, p. 18) Respondent admitted her "mistake" in borrowing money from the Patients A and B and failing to pay them back. (St. Ex. 10D, p. 15)
11. Patient A and Patient B stopped seeing Respondent for therapy shortly after they loaned her the money and repayment by Respondent was not forthcoming as promised. (St. Ex. 22, p. 17) They filed a complaint with the Board on September 18, 1998.
12. Respondent acknowledged in her interview with the Board Investigator on March 24, 1999, that she borrowed \$5,500 from Patients A and B and, as of that date, had not paid the money back.
13. Respondent acknowledged that she kept no session notes for any of the therapy that she conducted with either Patient A or Patient B. (St. Ex. 10D, p. 20)

Findings with respect to Respondent's treatment of Patient C and Patient D

14. Patient C went to Respondent in September 1997 because she was having trouble losing weight and was experiencing marital difficulties. (St. Ex. 23, p. 4) Patient C had about 6 individual sessions, then decided that her husband, Patient D, should also attend. Respondent saw each of Patients C and D alone and together. Patient D also attended a group therapy session on Monday evenings. (St. Ex. 23, p. 6-11)

15. Respondent did yoga therapy with Patient D. (St. Ex. 23, p. 17) Patient D told Patient C, his wife, that it was "erotic" to do yoga therapy with Respondent. (St. Ex. 17A, p. 19) Patient C complained of Respondent's "seductive" attire at these sessions. (St. Ex. 23, p. 7)
16. Patient C requested of Respondent and Patient D that the individual therapy sessions between them be terminated because of her (Patient C's) concern that a non-therapeutic relationship was developing between them. (St. Ex. 23, p. 8) Patient D refused, as did Respondent. Respondent indicated that it would be "unprofessional" to drop Patient D as a client. *Id.*
17. Without Patient C's permission, Respondent shared with Patient D writings and other communications made by Patient C in her therapy sessions with Respondent. Respondent had requested that Patient C and Patient D write letters as though their genitals were talking to each other. (St. Ex. 23, p. 14 – 19) Patient C's letters written at Respondent's request were contained in Patient D's therapy file. Patients C and D separated in October of '98. (St. Ex. 23, p. 27) Patient D continued in therapy with Respondent after the separation.
18. In June of '99, Patient C and her friend went to Respondent's office location. They saw the "group therapy" participants come out of the office and leave. Respondent and Patient D remained in the office for 35 – 40 minutes after everyone else had gone. When they came out, Patient C observed them chatting and acting very familiar. (St. Ex. 23, p. 31) Following that occasion, Patient C and her friend saw Respondent and Patient D together on many occasions. (St. Ex. 23, p. 32) Patient C hired a private investigator.
19. The private investigator reported to Patient C that he had observed Patient D in Respondent's office. Respondent was sitting on Patient D's lap and Patient E had his hand under Respondent's blouse. They were kissing. (St. Ex. 23, p. 35) (See Report of Private Investigator, St. Ex. 15)

DISCUSSION

Board's Authority to Render a Decision in Respondent's Absence

Pertinent facts

On June 14, 2000, the Board sent Respondent the Amended and Supplemental Charges which notified her of the charges against her, the facts upon which those charges were based and the dates of various proceedings in this matter. The Notice indicated that a hearing before the Office of Administrative Hearings was scheduled for November 28, 29, and 30, 2000 at the

Office of Administrative Hearings, that a Case Resolution Conference was scheduled for September 12, 2000, at the Board's office at 4201 Patterson Avenue and that a prehearing conference was scheduled for October 24, 2000 at the Office of Administrative Hearings. (See St. Ex. 2) In accordance with this notice, Respondent appeared for the Case Resolution Conference on September 28, 2000¹. Following extensive discussions, the parties were unable to agree on a resolution of the charges.

On November 8, 2000, the Administrative Prosecutor sent Respondent a proposed Letter of Surrender. In that correspondence Respondent was advised that if she did not sign a Letter of Surrender, the hearing on the Board's charges would take place at the Board's offices on December 8, 2000. That correspondence became St. Ex. 18. The envelope containing that correspondence was returned to the Administrative Prosecutor unopened and marked "Return to Sender." (A copy of the envelope that contained this correspondence appears at St. Ex. 19.) Following the return of the correspondence to the Board, the Board's Investigator hand-delivered the contents, St. Ex. 18, to Respondent on November 21, 2000. (See memorandum of Howard F. Kenney, St. Ex. 20A) Respondent also acknowledged receipt of St. Ex. 18 in a November 21, 2000 letter to the Board Administrator. (See, St. Ex. 21A) She attached the notice of the December 8 hearing to her letter of November 21, 2000 to the Administrator, circled the term "Hand Delivered," and added the words, "NICE TRY!" (See, St. Ex. 21B) In her letter, Respondent acknowledged her awareness that as a result of the scheduled hearing, the Board could find that she violated the sections of its disciplinary provisions with which she was charged and that she could be disciplined as a result:

You may find me in violation of whatever you find me in violation

¹ Following the original notice that a case resolution conference was set for September 12, 2000, the parties agreed to a rescheduling of the conference to September 28, 2000.

of, however I do not have to agree.

I recognize your right to suspend or revoke my license. I voluntarily accept revocation.

Respondent concluded the letter as follows:

Any further attempts to contact me will be considered harassment.
(See, St. Ex. 21A)

When the Board convened for the hearing of this matter on December 8, 2000.

Respondent was not present. In addition, a quorum of the full authorized Board was not in attendance². The Board determined that it should wait until January to hold the hearing because one absent member would be available for the January meeting³. Following the December 8, 2000 meeting, the Board mailed Respondent a notification of the new hearing date, January 12, 2001, by certified mail to the address of her Towson office and also attempted to hand deliver that notification to her. The Board's Investigator indicated that his attempts at hand delivery were unsuccessful. Respondent did not appear at the hearing on January 12, 2001.

Applicable legal standard

Before the Board may take any action against a licensee, its statute, Health Occupations ("HO") §19-312(a), (b), requires that it must notify the licensee and hold a hearing in accordance with the Administrative Procedure Act, State Government ("SG") § 10-201 *et seq.* The Administrative Procedure Act requires that an agency "shall give reasonable notice of the agency's action." SG §10-207(a). It further requires that "an agency . . . shall give all parties in a contested case reasonable written notice of the hearing." SG §10-208(a)

² On December 8, 2000, the Board's full authorized membership was 11 members due to legislation that took effect on October 1, 2000 increasing the full authorized membership from 7 members to 11 members. On December 8, 2000, the four newly authorized members had not yet been appointed, one of the previous members had resigned and another member was out of town. The remaining 5 members were in attendance.

³ The attendance of the 6th Board member at the hearing in January would mean that a quorum of the full authorized membership was present, i.e. 6 attending members out of 11 authorized members.

It is apparent that the Respondent in this case was provided with reasonable written notice of the hearing. The Board's charges and notice of the hearing were sent to Respondent in June. Respondent acknowledged receipt of this correspondence by appearing at and taking part in the Case Resolution Conference on September 28, 2000. Despite the fact that an agreement was not reached, it is apparent from Respondent's November correspondence with the Board that she was aware of the charges and the fact that if a settlement was not reached or a surrender negotiated, a hearing would be held on the charges and sanctions could be imposed. She acknowledged her awareness of the December 8 hearing date on the charges and declared her intention not to participate in the proceedings. Respondent purposefully declined to attend the December 8, 2000 hearing. When the hearing was not held on December 8, 2000, notice of the new hearing date, January 12, 2001, was sent by Certified Mail to the only address that the Board had for Respondent and personal delivery of that notice was attempted. Based on this evidence, it is clear that Respondent received "reasonable written notice of the hearing" on the Board's charges against her.

With regard to the Board's authority to proceed with the hearing in Respondent's absence, HO §19-312(e) of the Board's statute provides:

If after due notice the individual against whom the action is contemplated fails or refuses to appear, nevertheless the Board may hear and determine the matter.

As the facts indicate, Respondent received "due notice" of the hearing on the charges against her. Despite that notice, she declined to appear at the hearing. Pursuant to the provisions of HO §19-312(e), the Board may hear and determine this matter in her absence.

HO §19-311(4) Commits any act of gross negligence, incompetence, or misconduct in the practice of social work

Respondent borrowed money from Patients A and B while they were in therapy with her. She first borrowed \$1,000 in May of 1998 and then an additional \$4,500 in June of 1998. Although Respondent had assured them that she would repay both loans within a 10-day to two-week period following receipt of the money, Respondent did not repay the money within the time frame that she had agreed to. She had not paid the money back as of the time that she was interviewed by the Board's Investigator (March, 1999). Respondent ultimately paid back a substantial portion of the money in settlement of legal action brought against her by Patients A and B.

Because of the importance of maintaining professional boundaries, it is inappropriate for a social worker to seek to borrow funds from clients. In addition, to refuse to honor an agreement to pay back the borrowed funds is both a serious ethical lapse, and an obvious legal wrong. Respondent's conduct in this regard constitutes an act of misconduct in the practice of social work.

HO §19-311(6) Engages in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work.

Respondent offered for sale and sold personal items such as jewelry, furniture, art, etc. to her therapy clients, Patients A and B. In addition, she admitted attending social functions at their residence. The relationship between a social worker and client should be a strictly professional one, encompassing only the treatment of the client in regard to his or her therapeutic needs. It is not a relationship in which discussions about purchasing personal items belonging to the therapist should occur, nor is it one in which socializing should take place.

In addition to the conduct described above, Respondent's course of conduct in entering into and maintaining a close personal relationship with Patient D while he was a therapy client of

hers constitutes a failure to maintain proper professional boundaries. Maintenance of proper professional boundaries precludes a social worker from taking liberties with patients/clients such as those described by the persons who witnessed Respondent and Patient D together. While the evidence was insufficient to determine whether or not a sexual relationship existed between them, the actions of Respondent and Patient D toward one another clearly revealed an intimacy that is contrary to professional client/therapist relationships.

Respondent's sharing of Patient C's communications with her while in therapy with Patient C's husband, Patient D, constitutes a violation of Patient C's confidentiality. Communications between a therapist and client, whether written or spoken are required to be confidential to allow the client to freely express feelings or concerns to a therapist without worrying about adverse consequences which such free expression could prompt. Revealing a client's feelings or concerns to another, particularly to one with whom the client is emotionally involved, is a gross violation of the client's trust and integrity, and presents the potential for serious damage to the client whose trust has been compromised.

Respondent's activities with her patients as described above constitute engaging in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work.

HO §19-311(7) Violates the code of ethics adopted and published by the Board; specifically:

COMAR 10.42.03.02A: The licensee in his capacity or identity as a licensed social worker may not participate in, condone, or knowingly associate with dishonesty, fraud, deceit, or misrepresentation.

Respondent borrowed a substantial sum of money from her clients, Patients A and B, with the representation by Respondent that she would pay back the money within a week to 10

days. At the time that she borrowed the money, she was aware that the Patients A and B were not in the best of financial shape due to Patient B having been unemployed in the recent past for a significant period of time. Respondent's subsequent failure to abide by the terms of the agreement pursuant to which the money was provided to her reveals that Respondent's original assurances concerning paying back the money were misrepresentations. In addition,

Respondent's actions in seeking the loans from these clients were unprofessional, dishonest and fraudulent. Respondent's repeated failure to provide sufficient funds in her checking account to repay the money and her ultimate payment only in settlement of legal proceedings reveal a continuing deceitful and fraudulent course of conduct on Respondent's part.

Further, Respondent's attempt to claim that the monies she had borrowed from Patients A and B and agreed to pay back were in fact a portion of the payments that Patients A and B owed her for past therapy, was a clear indication of her dishonest dealings with her clients.

COMAR 10.42.03.02D: The licensee may not exploit relationships with clients or patients for personal advantage or satisfaction.

Respondent's conduct in requesting a loan of a substantial sum of money from her clients, Patients A and B, constituted an exploitation of her relationship with those clients for her own personal advantage. Respondent was aware that these clients trusted her and would be likely to loan her money without the usual collateral that accompanies such transactions when handled by financial institutions. She was also aware that the clients were in the process of negotiating a home equity loan and that, as a result, the money would likely be available for them to make a substantial loan to her. She misrepresented that she would pay back the money loaned in a short period of time. Respondent took advantage of all these factors to obtain monies giving little or no thought to the necessity of repaying the money as she had promised, and ultimately paying it

back only pursuant to the press of legal proceedings.

Respondent's engaging in a close personal relationship with Patient D was similarly an exploitation of her relationship with a client for her own personal satisfaction. Her failure to maintain appropriate professional boundaries with this client indicated that her goal was not solely the well being of the client. Respondent used her position of power over the client to engage in a relationship that satisfied her own personal needs and desires.

COMAR 10.42.03.02I: The licensee who anticipates the termination or interruption of service to clients or patients shall notify clients or patients promptly and seek the transfer, referral, or continuation of service in relation to the clients' or patients' needs and preferences.

The evidence shows that Respondent failed to terminate the treatment of Patients A and B in accordance with the Board's regulations. Following the loan to Respondent by Patients A and B and Respondent's failure to repay the money, Patients A and B ceased attending therapy sessions with Respondent. They were upset that their trust in Respondent had been betrayed. In addition, prior to the dispute over the repayment of the loan, Patient A indicated that Respondent was canceling most of her therapy appointments with Patients A and B and making no provision for alternate appointment times.

When these patients stopped coming for therapy sessions, the record reveals no indication of concern on Respondent's part as to the well being of these patients. Respondent did not inquire as to the patients' needs or desires with regard to whether they wished to transfer to a different therapist, whether they wanted a recommendation in that regard, or even whether they felt the need for additional therapy. Respondent simply ceased to see them, totally disregarding the fact that they had, at least originally, expressed a need for and desire for assistance in managing certain emotional difficulties in their lives and their relationship. In her disregard for

the well being of these patients. Respondent revealed her failure to understand the appropriate role of a clinical therapist.

COMAR 10.42.03.02N: The licensee shall make the fee for service clear, maintain adequate financial records, and inform the client of the financial management plan.

The statements by the Respondent's clients as well as by Respondent reveal that Respondent was very careless about financial arrangements with clients. Patient A indicated and Respondent confirmed that the original agreement with Respondent for payment for therapy sessions was that Respondent would accept the payment made by Patient A's insurance company and would not collect any co-pay from Patients A and B. Respondent acknowledged her awareness of the illegality of this arrangement in her note to Patients A and B requesting the loan of \$1,000 in May of 1998. (See, St. Ex. 6)

Patient A indicated that this arrangement was never altered and that she and her husband were never billed by Respondent when their financial circumstances changed. No reference was made by Respondent concerning an alteration to the financial plan until Respondent attempted to defend her failure to repay the loan from Patients A and B. At that point Respondent declared a unilateral and after-the-fact alteration of the payment arrangements with Patients A and B for the purpose of foregoing her obligation to repay their loan to her. These actions violated Respondent's ethical obligation to her patients and provided further indication of her failings and lack of concern with regard to financial considerations as they affected her patients. These actions constitute a failure to make the fee for service clear and to make the client/patient aware of the financial management plan

With regard to Respondent's maintenance of adequate financial records, there is no indication in the record that Respondent's financial records were subpoenaed and the record does

not contain any of her financial records. Thus, it is not clear whether or not Respondent maintained adequate financial records and no finding against Respondent is made in this regard. With regard to whether Respondent informed the clients in question of the financial management plan, no finding in this regard is made as inadequate information about a financial management plan was elicited from either Patient A or Patient C.

HO §19-311(12) Willfully makes or files a false report or record in the practice of social work.

The record contains indications that many of Respondent's billing practices were very questionable, e.g. Respondent's acceptance from Patient A of only the portion of the fee that Patient A's insurance paid, Respondent's practice of charging of the balance of her customary fee for each of the Patient A's and B's individual therapy sessions to the insurance of the spouse⁴, and the questionable dates of services charged to Patients A and B. However, there is insufficient information in the record to conclude that Respondent willfully made or filed false reports in her social work practice. No insurance documents indicating charges to or payments from Patient A's or B's insurance companies were provided. Thus, with regard to these clients, there is no documentation that false reports or records were filed by Respondent.

Although the record does contain insurance documents from Patient D's insurance company, there was no evidence that indicated billing improprieties with regard to either Patient

⁴ According to Patient A, when Patient B became employed, Respondent billed Patient A' insurance company for each of her individual therapy sessions and billed the balance of the charges not covered by her insurance company to Patient B' insurance company. Similarly, Respondent would bill Patient B' insurance for his individual sessions and bill the balance of the charges for his sessions to Patient A' insurance. Respondent conceded in her interview with the Board Investigator that this description of her billing was essentially correct. Such an arrangement is improper. An individual's insurance company that provides coverage for psychotherapy generally pays only a portion of the therapist's customary and usual fee for services provided to that individual. The balance of the money to the therapist is either made up by a co-pay from the patient or by an agreement between the provider and the insurer to accept less than the usual and customary fee. Thus, charging the amount of the provider's customary fee that is not paid by insurance to the insurance of a spouse is not proper.

C or Patient D.

HO §19-311(14) Submits a false statement to collect a fee.

With regard to whether Respondent submitted false statements to collect a fee, the record is also incomplete. The record contains no insurance documents that reveal the submission by Respondent of false statements to collect a fee.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, the Board concludes, as a matter of law, that the Respondent did violate Md. Code Ann., Health Occ. §19-311(4), (6) and (7) (2000 Repl. Vol.) and COMAR 10.42.03.02 A, D, I and N.

ORDER

Based on the foregoing, it is this 2nd day of July, 2001, by a majority of a quorum of the Board:

ORDERED that the license to practice social work in the State of Maryland currently held by Anita Parr Felps, is **REVOKED**, the effective date of which shall be the date of this Order; and be it further

ORDERED that Respondent shall not be entitled to petition the Board for reinstatement of her license before three years from the date of this Order; and be it further

ORDERED that should Respondent apply for reinstatement of her social work license, she will be required to demonstrate that she has engaged in and completed individual therapy, that she has taken and completed a Board-approved ethics tutorial, has engaged the services of a Board-approved supervisor to provide supervision and has undergone and submitted to the Board the results of a psychiatric evaluation by a Board-approved psychiatrist; and be it further

ORDERED that this is a Final Order of the Maryland State Board of Social Work Examiners, and, as such, is a **PUBLIC DOCUMENT** pursuant to the Maryland State Gov't Code Ann., §§ 10-611 *et seq.*

July 2 2001
Date

Sheila D. Scriggins
Sheila D. Scriggins, Chairperson
Maryland State Board of Social Work Examiners

NOTICE OF RIGHT TO APPEAL

Pursuant to Health Occupations Article, §19-313, Respondent has the right to take a direct judicial appeal. Any appeal shall be made as provided for judicial review of a final decision in the Administrative Procedure Act, State Government Article and Title 7, Chapter 200 of the Maryland Rules of Procedure.

IN THE MATTER OF * BEFORE THE STATE BOARD
ANITA PARR FELPS, LCSW-C * OF SOCIAL WORK
License Number 02579 * EXAMINERS
Respondent *

* * * * *

**AMENDED AND SUPPLEMENTAL CHARGES UNDER THE
MARYLAND SOCIAL WORKERS ACT**

The State Board of Social Work Examiners (the "Board") hereby charges Anita Parr Felps, LCSW-C (the "Respondent"), with violation of certain provisions of Md. Health Occupations Article, Code Ann., Title 19.

Specifically, the Board charges the Respondent with violation of the following provisions of §19-311:

Subject to the hearing provisions of §19-312 of this subtitle, the Board may deny a license to any applicant, 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;
- (6) Engages in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work;
- (7) Violates the code of ethics adopted and published by the Board;
- (12) Willfully makes or files a false report or record in the practice of social work;
- (14) Submits a false statement to collect a fee;

In addition, the Board issued the following Code of Ethics pursuant to Code of Maryland Regulations (COMAR) 10.42.03.02:

- A. The licensee, in his capacity or identity as a licensed social worker, may not participate in, condone, or knowingly associate with dishonesty, fraud, deceit, or misrepresentation.
- D. The licensee may not exploit relationships with clients or patients for personal advantage or satisfaction.
- I. The licensee who anticipates the termination or interruption of service to clients or patients shall notify clients or patients promptly and seek the transfer, referral, or continuation of service in relation to the clients' or patients' needs and preferences.
- N. The licensee shall make the fee for service clear, maintain adequate financial records, and inform the client or patient of the financial management plan.

ALLEGATIONS OF FACT¹

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

1. At all times relevant to the charges herein, Respondent was licensed to practice social work in the State of Maryland. The Respondent was first licensed on October 18, 1986. The Respondent last renewed her license on September 1, 1998. The Respondent's license expires in September, 2000.

¹ The statements of Respondent's conduct with respect to the patients identified herein is intended to provide Respondent notice of the alleged charge. It is not intended as, and does not necessarily represent, a complete description of the evidence, either documentary or testimonial, to be offered against Respondent in connection with each patient.

ALLEGATIONS WITH RESPECT TO PATIENTS A AND B

2. In or about August, 1996, Patients A and B², husband and wife, began individual, group and couples therapy with the Respondent. At that time, Patient A was unemployed. The Respondent informed Patients A and B that she would not require them to pay a copay, but would accept whatever payment the wife's insurance company provided.

3. The Respondent began to bill both the husband and the wife's insurers, once the husband became employed. The Respondent would often cancel sessions on the day of the sessions. Despite canceling sessions, the Respondent billed for sessions when the patients did not attend. For example, the Respondent billed for therapy sessions on March 10, 17, 19 and 24, 1998, which Patients A and B did not attend.

4. The Respondent maintained no session notes of her therapy sessions with Patients A and B.

5. While counseling Patients A and B, the Respondent sold Patients A and B several items belonging to the Respondent, such as two sculptures, an armoire, a desk and chair, a table, and a picture. The Respondent sold these items because she said that she needed the money, due to a personal financial crisis.

6. During the last two to three months of the counseling sessions, the Respondent would discuss her personal problems with Patients A and B. At one

²Patients' names are confidential, but may be disclosed to the Respondent by contacting the Prosecutor.

session, the Respondent cried excessively while telling Patients A and B about her problems.

7. On May 2, 1998, the Respondent attended a party given by Patients A and B at their home. While there, the Respondent left Patient B a card wherein she requested a loan of \$1000. On May 4, 1998, Patient B issued the Respondent a check for \$1000, drawn on the joint account she shared with her husband, Patient B. The Respondent cashed the check the next day. At the end of June, 1998, the Respondent requested an additional loan from Patients A and B. Patient B withdrew \$4500 from her home equity account on July 1, 1998, in order to provide the Respondent with the requested loan. On or about July 20, 1998, the Respondent wrote Patient B a check on her (the Respondent's) Crestar Bank account for \$1000, with a notation "Bal.[ance] \$3000," which Patient B wrote over "[\$]45[00]". The Respondent informed Patient B that she should wait until August 1, 1998 before cashing the check. Patient B tried to cash the check several times in August and September, only to be informed by the bank that there were insufficient funds in the Respondent's account to cover the amount. Because of the soured relationship caused by the financial transactions between the Respondent and Patients A and B, therapy terminated abruptly. The bank informed Patient B that there was enough money in the Respondent's account on September 22, 1998 to cover the amount of the check. Patient B deposited the check, only to have it returned by the bank with a "Payment Stopped" stamp on its face.

8. The Respondent wrote two letters to Patients A and B in late August/early September, 1998 claiming that Patients A and B owed her money for counseling

sessions. The first letter claimed that the patients owed the Respondent \$5500; the second claimed that they owed her \$2400. The Respondent indicated that the claims were for therapy sessions not paid for by the insurers. The Respondent threatened to sue the patients if she were not paid promptly.

9. The Respondent acknowledged to the Board's investigator that she borrowed the \$5500 from Patients A and B and had not repaid it.

10. As more specifically set forth above, the Respondent violated the Act and the regulations hereunder by engaging in a prohibited dual relationship with Patients A and B, which included socializing with them, selling them personal items, and borrowing money from them. The Respondent is further in violation of the Act and regulations hereunder in that she falsely billed insurers for therapy sessions which Patients A and B did not attend and she failed to maintain contemporaneous session notes of the therapy sessions attended. In addition, the Respondent failed to properly terminate the therapy sessions or make appropriate referrals, and failed to make payment arrangements clear.

ALLEGATIONS WITH RESPECT TO PATIENTS C AND D

11. Patient C first began counseling with the Respondent on or about April 1, 1997 upon the recommendation of her internist who felt that Patient's C lack of weight loss represented an emotional block. After a few sessions, the Respondent advised Patient C to begin group therapy sessions with her, because she thought her lack of further weight loss was a "relationship issue." Accordingly, Patient C began group

therapy with the Respondent. After attending three or four sessions, she stopped going, because she felt it was not helping her. In addition to the individual counseling sessions, the Respondent counseled Patient C and her husband, Patient D, in couple's therapy sessions.

12. Patient D began attending group, which met on Monday evenings. He also attended one-on-one "yoga therapy" sessions with the Respondent, who dressed in leotards, tights and a wrap-around skirt for these sessions. Patient D informed his wife that he found those sessions to be "erotic." Patient C asked both Patient D and the Respondent to cease having those sessions, but both declined.

13. Patients C and D separated in October, 1998. Because she had not heard from her husband, Patient C went to the Respondent's office on Monday night to determine whether her husband was still attending group. She discovered that her husband would either leave with the group and then return later to be alone with the Respondent, or would stay after the rest of the group left.

14. Patient C's friend also observed the Respondent and Patient D together on several evenings after the group ended. On those occasions, often, the only two cars in the parking lot were those of the Respondent and Patient D. On one occasion during the summer of 1999, the witness observed the Respondent place her head on Patient D's chest for one or two minutes, before each departed in their separate cars.

15. Patient C hired a private detective agency to observe Patient D and the Respondent. The agency reported that on August 16, 1999 at approximately 11:35 p.m., the Respondent and Patient D were in the Respondent's office working at the

computer when Patient D placed his hands on the Respondent's buttocks and up under her blouse. The agency also observed the Respondent sitting on Patient D's lap facing him as they kissed.

16. Patient D acknowledged that he began group therapy with the Respondent around October, 1997. He further stated that he also attended couple's counseling and/or individual therapy with the Respondent until November, 1999. He acknowledged meeting the Respondent in Alexandria, Virginia where both had gone to a yoga seminar, but denied that they had had planned the meeting.³

17. The Respondent billed Patient C's insurer for treatment, yet maintained no patient file on her. Despite Patient D's statement that he began therapy with the Respondent in October, 1997, the Respondent billed his insurer from May, 1997. The Respondent's file on Patient D contains only letters, notes and other writings of Patient D, along with a few billing statements. The Respondent failed to document a treatment plan, or to maintain contemporaneous notes corresponding with the billing for services for Patient D.

18. With respect to Patients C and D, as set forth above, the Respondent violated the Act and the regulations thereunder by failing to maintain adequate notes of services rendered, by billing for services not received, and by engaging in a prohibited dual relationship.

³ Patient D and the Respondent both denied that they went to California or anywhere else together or were together even though they were in the same location at the same time.

Office of Administrative Hearings, that a Case Resolution Conference was scheduled for September 12, 2000, at the Board's office at 4201 Patterson Avenue and that a prehearing conference was scheduled for October 24, 2000 at the Office of Administrative Hearings. (See. St. Ex. 2) In accordance with this notice, Respondent appeared for the Case Resolution Conference on September 28, 2000¹. Following extensive discussions, the parties were unable to agree on a resolution of the charges.

On November 8, 2000, the Administrative Prosecutor sent Respondent a proposed Letter of Surrender. In that correspondence Respondent was advised that if she did not sign a Letter of Surrender, the hearing on the Board's charges would take place at the Board's offices on December 8, 2000. That correspondence became St. Ex. 18. The envelope containing that correspondence was returned to the Administrative Prosecutor unopened and marked "Return to Sender." (A copy of the envelope that contained this correspondence appears at St. Ex. 19.) Following the return of the correspondence to the Board, the Board's Investigator hand-delivered the contents, St. Ex. 18, to Respondent on November 21, 2000. (See memorandum of Howard F. Kenney, St. Ex. 20A) Respondent also acknowledged receipt of St. Ex. 18 in a November 21, 2000 letter to the Board Administrator. (See, St. Ex. 21A) She attached the notice of the December 8 hearing to her letter of November 21, 2000 to the Administrator, circled the term "Hand Delivered," and added the words, "NICE TRY!" (See, St. Ex. 21B) In her letter, Respondent acknowledged her awareness that as a result of the scheduled hearing, the Board could find that she violated the sections of its disciplinary provisions with which she was charged and that she could be disciplined as a result:

You may find me in violation of whatever you find me in violation

¹ Following the original notice that a case resolution conference was set for September 12, 2000, the parties agreed to a rescheduling of the conference to September 28, 2000.

of, however I do not have to agree.

I recognize your right to suspend or revoke my license. I voluntarily accept revocation.

Respondent concluded the letter as follows:

Any further attempts to contact me will be considered harassment.
(See, St. Ex. 21A)

When the Board convened for the hearing of this matter on December 8, 2000, Respondent was not present. In addition, a quorum of the full authorized Board was not in attendance². The Board determined that it should wait until January to hold the hearing because one absent member would be available for the January meeting³. Following the December 8, 2000 meeting, the Board mailed Respondent a notification of the new hearing date, January 12, 2001, by certified mail to the address of her Towson office and also attempted to hand deliver that notification to her. The Board's Investigator indicated that his attempts at hand delivery were unsuccessful. Respondent did not appear at the hearing on January 12, 2001.

Applicable legal standard

Before the Board may take any action against a licensee, its statute, Health Occupations ("HO") §19-312(a), (b), requires that it must notify the licensee and hold a hearing in accordance with the Administrative Procedure Act, State Government ("SG") § 10-201 *et seq.* The Administrative Procedure Act requires that an agency "shall give reasonable notice of the agency's action." SG §10-207(a). It further requires that "an agency . . . shall give all parties in a contested case reasonable written notice of the hearing." SG §10-208(a)

² On December 8, 2000, the Board's full authorized membership was 11 members due to legislation that took effect on October 1, 2000 increasing the full authorized membership from 7 members to 11 members. On December 8, 2000, the four newly authorized members had not yet been appointed, one of the previous members had resigned and another member was out of town. The remaining 5 members were in attendance.

³ The attendance of the 6th Board member at the hearing in January would mean that a quorum of the full authorized membership was present, i.e. 6 attending members out of 11 authorized members.

It is apparent that the Respondent in this case was provided with reasonable written notice of the hearing. The Board's charges and notice of the hearing were sent to Respondent in June. Respondent acknowledged receipt of this correspondence by appearing at and taking part in the Case Resolution Conference on September 28, 2000. Despite the fact that an agreement was not reached, it is apparent from Respondent's November correspondence with the Board that she was aware of the charges and the fact that if a settlement was not reached or a surrender negotiated, a hearing would be held on the charges and sanctions could be imposed. She acknowledged her awareness of the December 8 hearing date on the charges and declared her intention not to participate in the proceedings. Respondent purposefully declined to attend the December 8, 2000 hearing. When the hearing was not held on December 8, 2000, notice of the new hearing date, January 12, 2001, was sent by Certified Mail to the only address that the Board had for Respondent and personal delivery of that notice was attempted. Based on this evidence, it is clear that Respondent received "reasonable written notice of the hearing" on the Board's charges against her.

With regard to the Board's authority to proceed with the hearing in Respondent's absence, HO §19-312(e) of the Board's statute provides:

If after due notice the individual against whom the action is contemplated fails or refuses to appear, nevertheless the Board may hear and determine the matter.

As the facts indicate, Respondent received "due notice" of the hearing on the charges against her. Despite that notice, she declined to appear at the hearing. Pursuant to the provisions of HO §19-312(e), the Board may hear and determine this matter in her absence.

HO §19-311(4) Commits any act of gross negligence, incompetence, or misconduct in the practice of social work

Respondent borrowed money from Patients A and B while they were in therapy with her. She first borrowed \$1,000 in May of 1998 and then an additional \$4,500 in June of 1998. Although Respondent had assured them that she would repay both loans within a 10-day to two-week period following receipt of the money, Respondent did not repay the money within the time frame that she had agreed to. She had not paid the money back as of the time that she was interviewed by the Board's Investigator (March, 1999). Respondent ultimately paid back a substantial portion of the money in settlement of legal action brought against her by Patients A and B.

Because of the importance of maintaining professional boundaries, it is inappropriate for a social worker to seek to borrow funds from clients. In addition, to refuse to honor an agreement to pay back the borrowed funds is both a serious ethical lapse, and an obvious legal wrong. Respondent's conduct in this regard constitutes an act of misconduct in the practice of social work.

HO §19-311(6) Engages in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work.

Respondent offered for sale and sold personal items such as jewelry, furniture, art, etc. to her therapy clients, Patients A and B. In addition, she admitted attending social functions at their residence. The relationship between a social worker and client should be a strictly professional one, encompassing only the treatment of the client in regard to his or her therapeutic needs. It is not a relationship in which discussions about purchasing personal items belonging to the therapist should occur, nor is it one in which socializing should take place.

In addition to the conduct described above, Respondent's course of conduct in entering into and maintaining a close personal relationship with Patient D while he was a therapy client of

hers constitutes a failure to maintain proper professional boundaries. Maintenance of proper professional boundaries precludes a social worker from taking liberties with patients/clients such as those described by the persons who witnessed Respondent and Patient D together. While the evidence was insufficient to determine whether or not a sexual relationship existed between them, the actions of Respondent and Patient D toward one another clearly revealed an intimacy that is contrary to professional client/therapist relationships.

Respondent's sharing of Patient C's communications with her while in therapy with Patient C's husband, Patient D, constitutes a violation of Patient C's confidentiality. Communications between a therapist and client, whether written or spoken are required to be confidential to allow the client to freely express feelings or concerns to a therapist without worrying about adverse consequences which such free expression could prompt. Revealing a client's feelings or concerns to another, particularly to one with whom the client is emotionally involved, is a gross violation of the client's trust and integrity, and presents the potential for serious damage to the client whose trust has been compromised.

Respondent's activities with her patients as described above constitute engaging in a course of conduct that is inconsistent with generally accepted professional standards in the practice of social work.

HO §19-311(7) Violates the code of ethics adopted and published by the Board; specifically:

COMAR 10.42.03.02A: The licensee in his capacity or identity as a licensed social worker may not participate in, condone, or knowingly associate with dishonesty, fraud, deceit, or misrepresentation.

Respondent borrowed a substantial sum of money from her clients, Patients A and B, with the representation by Respondent that she would pay back the money within a week to 10

days. At the time that she borrowed the money, she was aware that the Patients A and B were not in the best of financial shape due to Patient B having been unemployed in the recent past for a significant period of time. Respondent's subsequent failure to abide by the terms of the agreement pursuant to which the money was provided to her reveals that Respondent's original assurances concerning paying back the money were misrepresentations. In addition, Respondent's actions in seeking the loans from these clients were unprofessional, dishonest and fraudulent. Respondent's repeated failure to provide sufficient funds in her checking account to repay the money and her ultimate payment only in settlement of legal proceedings reveal a continuing deceitful and fraudulent course of conduct on Respondent's part.

Further, Respondent's attempt to claim that the monies she had borrowed from Patients A and B and agreed to pay back were in fact a portion of the payments that Patients A and B owed her for past therapy, was a clear indication of her dishonest dealings with her clients.

COMAR 10.42.03.02D: The licensee may not exploit relationships with clients or patients for personal advantage or satisfaction.

Respondent's conduct in requesting a loan of a substantial sum of money from her clients, Patients A and B, constituted an exploitation of her relationship with those clients for her own personal advantage. Respondent was aware that these clients trusted her and would be likely to loan her money without the usual collateral that accompanies such transactions when handled by financial institutions. She was also aware that the clients were in the process of negotiating a home equity loan and that, as a result, the money would likely be available for them to make a substantial loan to her. She misrepresented that she would pay back the money loaned in a short period of time. Respondent took advantage of all these factors to obtain monies giving little or no thought to the necessity of repaying the money as she had promised, and ultimately paying it

back only pursuant to the press of legal proceedings.

Respondent's engaging in a close personal relationship with Patient D was similarly an exploitation of her relationship with a client for her own personal satisfaction. Her failure to maintain appropriate professional boundaries with this client indicated that her goal was not solely the well being of the client. Respondent used her position of power over the client to engage in a relationship that satisfied her own personal needs and desires.

COMAR 10.42.03.02I: The licensee who anticipates the termination or interruption of service to clients or patients shall notify clients or patients promptly and seek the transfer, referral, or continuation of service in relation to the clients' or patients' needs and preferences.

The evidence shows that Respondent failed to terminate the treatment of Patients A and B in accordance with the Board's regulations. Following the loan to Respondent by Patients A and B and Respondent's failure to repay the money, Patients A and B ceased attending therapy sessions with Respondent. They were upset that their trust in Respondent had been betrayed. In addition, prior to the dispute over the repayment of the loan, Patient A indicated that Respondent was canceling most of her therapy appointments with Patients A and B and making no provision for alternate appointment times.

When these patients stopped coming for therapy sessions, the record reveals no indication of concern on Respondent's part as to the well being of these patients. Respondent did not inquire as to the patients' needs or desires with regard to whether they wished to transfer to a different therapist, whether they wanted a recommendation in that regard, or even whether they felt the need for additional therapy. Respondent simply ceased to see them, totally disregarding the fact that they had, at least originally, expressed a need for and desire for assistance in managing certain emotional difficulties in their lives and their relationship. In her disregard for

the well being of these patients. Respondent revealed her failure to understand the appropriate role of a clinical therapist.

COMAR 10.42.03.02N: The licensee shall make the fee for service clear, maintain adequate financial records, and inform the client of the financial management plan.

The statements by the Respondent's clients as well as by Respondent reveal that Respondent was very careless about financial arrangements with clients. Patient A indicated and Respondent confirmed that the original agreement with Respondent for payment for therapy sessions was that Respondent would accept the payment made by Patient A's insurance company and would not collect any co-pay from Patients A and B. Respondent acknowledged her awareness of the illegality of this arrangement in her note to Patients A and B requesting the loan of \$1,000 in May of 1998. (See, St. Ex. 6)

Patient A indicated that this arrangement was never altered and that she and her husband were never billed by Respondent when their financial circumstances changed. No reference was made by Respondent concerning an alteration to the financial plan until Respondent attempted to defend her failure to repay the loan from Patients A and B. At that point Respondent declared a unilateral and after-the-fact alteration of the payment arrangements with Patients A and B for the purpose of foregoing her obligation to repay their loan to her. These actions violated Respondent's ethical obligation to her patients and provided further indication of her failings and lack of concern with regard to financial considerations as they affected her patients. These actions constitute a failure to make the fee for service clear and to make the client/patient aware of the financial management plan

With regard to Respondent's maintenance of adequate financial records, there is no indication in the record that Respondent's financial records were subpoenaed and the record does

not contain any of her financial records. Thus, it is not clear whether or not Respondent maintained adequate financial records and no finding against Respondent is made in this regard. With regard to whether Respondent informed the clients in question of the financial management plan, no finding in this regard is made as inadequate information about a financial management plan was elicited from either Patient A or Patient C.

HO §19-311(12) Willfully makes or files a false report or record in the practice of social work.

The record contains indications that many of Respondent's billing practices were very questionable, e.g. Respondent's acceptance from Patient A of only the portion of the fee that Patient A's insurance paid, Respondent's practice of charging of the balance of her customary fee for each of the Patient A's and B's individual therapy sessions to the insurance of the spouse⁴, and the questionable dates of services charged to Patients A and B. However, there is insufficient information in the record to conclude that Respondent willfully made or filed false reports in her social work practice. No insurance documents indicating charges to or payments from Patient A's or B's insurance companies were provided. Thus, with regard to these clients, there is no documentation that false reports or records were filed by Respondent.

Although the record does contain insurance documents from Patient D's insurance company, there was no evidence that indicated billing improprieties with regard to either Patient

⁴ According to Patient A, when Patient B became employed, Respondent billed Patient A' insurance company for each of her individual therapy sessions and billed the balance of the charges not covered by her insurance company to Patient B' insurance company. Similarly, Respondent would bill Patient B' insurance for his individual sessions and bill the balance of the charges for his sessions to Patient A' insurance. Respondent conceded in her interview with the Board Investigator that this description of her billing was essentially correct. Such an arrangement is improper. An individual's insurance company that provides coverage for psychotherapy generally pays only a portion of the therapist's customary and usual fee for services provided to that individual. The balance of the money to the therapist is either made up by a co-pay from the patient or by an agreement between the provider and the insurer to accept less than the usual and customary fee. Thus, charging the amount of the provider's customary fee that is not paid by insurance to the insurance of a spouse is not proper.

C or Patient D.

HO §19-311(14) Submits a false statement to collect a fee.

With regard to whether Respondent submitted false statements to collect a fee, the record is also incomplete. The record contains no insurance documents that reveal the submission by Respondent of false statements to collect a fee.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact and Discussion, the Board concludes, as a matter of law, that the Respondent did violate Md. Code Ann., Health Occ. §19-311(4), (6) and (7) (2000 Repl. Vol.) and COMAR 10.42.03.02 A, D, I and N.

ORDER

Based on the foregoing, it is this 2nd day of July, 2001, by a majority of a quorum of the Board:

ORDERED that the license to practice social work in the State of Maryland currently held by Anita Parr Felps, is **REVOKED**, the effective date of which shall be the date of this Order; and be it further

ORDERED that Respondent shall not be entitled to petition the Board for reinstatement of her license before three years from the date of this Order; and be it further

ORDERED that should Respondent apply for reinstatement of her social work license, she will be required to demonstrate that she has engaged in and completed individual therapy, that she has taken and completed a Board-approved ethics tutorial, has engaged the services of a Board-approved supervisor to provide supervision and has undergone and submitted to the Board the results of a psychiatric evaluation by a Board-approved psychiatrist; and be it further

ORDERED that this is a Final Order of the Maryland State Board of Social Work Examiners, and, as such, is a **PUBLIC DOCUMENT** pursuant to the Maryland State Gov't Code Ann., §§ 10-611 *et seq.*

July 2 2001
Date

Sheila D. Scriggins
Sheila D. Scriggins, Chairperson
Maryland State Board of Social Work Examiners

NOTICE OF RIGHT TO APPEAL

Pursuant to Health Occupations Article, §19-313, Respondent has the right to take a direct judicial appeal. Any appeal shall be made as provided for judicial review of a final decision in the Administrative Procedure Act, State Government Article and Title 7, Chapter 200 of the Maryland Rules of Procedure.

IN THE MATTER OF

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BEFORE THE STATE BOARD

ANITA PARR FELPS

*

OF SOCIAL WORK EXAMINERS

License Number 02579

*

Respondent

*

* * * * *

SUMMONS AND NOTICE OF HEARING

YOU ARE HEREBY SUMMONED to appear at a hearing before the Board of Social Work Examiners (the "Board") to determine whether you have violated the Maryland Social Workers Act (the "Act") as described in the attached document "Charges Under the Maryland Social Workers Act" and what sanctions, if any, are appropriate. The hearing is scheduled for **Tuesday, November 28, Wednesday, November 29, and Thursday, November 30, 2000, at 9:30 a.m.**, in the Office of Administrative Hearings, 11101 Gilroy Road, Hunt Valley, Maryland 21031 4201 Patterson Avenue, Baltimore, Maryland 21215.

This hearing is held under the authority of §19-312 of the Health Occupations Article, §10-201 et seq. of the State Government Article, and COMAR 10.42.04.

If you do not appear as required by this summons, the Board may hear and determine this matter in your absence, as provided under §19-312 of the Health Occupations Article.

6-14-00
Date

Sheila Scriggins
Sheila Scriggins, LCSW-C,
Chair

NOTICE OF POSSIBLE SANCTIONS

Pursuant to Health-Occupations Article, §§19-311 and 19-312, and if, after a hearing, the Board finds that Respondent violated any of the above listed provisions and if the Board finds the above allegations of fact to be true, the Board may impose disciplinary sanctions against Respondent's license, including revocation, suspension, reprimand, or may place Respondent on probation or impose a monetary penalty.

NOTICE OF HEARING

A hearing in this matter has been scheduled for **November 28, 29, and 30, 2000, at 9:30 a.m.**, in the Office of Administrative Hearings, 11101 Gilroy Road, Hunt Valley, Maryland 21031. This hearing is held under the authority of §19-312 of the Health Occupations Article, §10-201 et seq. of the State Government Article, and COMAR 10.42.04.

In addition, a case resolution conference in this matter has been scheduled for **September 12, 2000 at 9:30 a.m.**, in the Board's office, 4201 Patterson Avenue, Baltimore, Maryland 21215; and a prehearing conference in this matter has been scheduled for **October 24, 2000, at 9:30 a.m.**, in the Office of the Administrative Hearings, 11101 Gilroy Road, Hunt Valley, Maryland 21031. The nature and purpose of the prehearing is described in the attached letter to Respondent.

6-14-00

Date

Sheila Scriggins
Sheila Scriggins, LCSW-C, Chair
Board of Social Work Examiners