

<b>IN THE MATTER OF</b>	*	<b>BEFORE THE MARYLAND</b>
<b>JEFFREY SCHALER, Ph.D., M.Ed.</b>	*	<b>BOARD OF EXAMINERS OF</b>
<b>An Unlicensed Individual</b>	*	<b>PSYCHOLOGISTS</b>
<b>Respondent</b>	*	<b>Case No. 2020-006</b>

\* \* \* \* \*

**CONSENT ORDER**

The Maryland Board of Examiners of Psychologists (the "Board") issued charges against **JEFFREY SCHALER, Ph.D., M.Ed., an unlicensed individual** (the "Respondent"), charging the Respondent with violation of certain provisions of the Maryland Psychologists Act pursuant to Md. Code Ann., Health Occ. §§ 18-101, *et seq.* (the "Act"). Specifically, the Board charged the Respondent with violating the following provisions:

§ 18-101 Definitions.

(f)(1) "Practice psychology" means to provide to any person:

- (i) Any service for compensation involving the application of psychological principles, psychological methods, or psychological procedures for understanding, predicting, or influencing behavior, including the principles that relate to learning, perception, motivation, emotions, organizational relationships, and interpersonal relationships;
- (ii) Any service for compensation involving the application of psychological methods or psychological procedures for interviewing, counseling, psychotherapy, behavior modification, or hypnosis; or
- (iii) Any service for compensation involving the application of psychological methods or psychological procedures for constructing, administering, or interpreting tests of mental abilities, neuropsychological functioning, aptitudes, interests, attitudes, personality characteristics, emotions, or motivations.

(2) "Practice psychology" includes:

- (i) The application of psychological principles and psychological methods in the diagnosis, prevention, treatment, and amelioration of psychological problems, emotional conditions, or mental conditions of individuals or groups;
  - (ii) The use of psychological methods to assist an individual in acquiring greater human effectiveness or to modify feelings, conditions, attitudes, or behavior that is emotionally, intellectually, or socially ineffectual or maladjusted; and
  - (iii) The use of biofeedback instruments that do not pierce or cut the skin to measure physical and mental functioning.
- (3) In this subsection, “psychological methods”, “psychological principles”, and “psychological procedures” include the body of information that can be derived from a graduate program in psychology, and other education or training recognized by the Board as prerequisites for a license under this title, and that does not amount to the practice of medicine.

§ 18-301. License required

- (a) In general. -- Except as otherwise provided in this section, an individual shall be licensed or registered by the Board before the individual may practice psychology as a psychologist in this State.

§18-401 Practicing without license or registration.

- (a) Except as otherwise provided in this title, a person may not practice, attempt to practice, or offer to practice psychology in this State unless licensed or registered by the Board.
- (b) Each violation of this section is a separate offense.

§ 18-402 Misrepresentation as psychologist.

- (a) Unless authorized to practice psychology under this title, a person may not represent to the public by title, by description of services, methods, or procedures, or otherwise, that the person is authorized to practice psychology in this State.
- (b) Unless authorized or permitted to do so by this title, a person may not use as a title or describe the services the person provides by use of the words “psychological”, “psychologist”, or “psychology”.

§18-404 Penalties.

- (b)(1) A person who violates § 18-401 of this subtitle is subject to a civil fine of not more than \$50,000 to be assessed by the Board in accordance with regulations adopted by the Board.

### **FINDINGS OF FACT**

On June 23, 2022, the Respondent and his counsel attended a Settlement Conference before the Office of Administrative Hearings via WebEx. The Administrative Prosecutor and the Board's Executive Director also attended the Settlement Conference. As a result of negotiations that took place during that Settlement Conference, the Parties have reached an agreement including the following Findings of Fact:

### **BACKGROUND**

1. At all times relevant to the charges herein, Respondent was not licensed to practice psychology in the State of Maryland or any other state.
2. At no time did the Respondent seek licensure from the Board or hold himself out to the public as a "licensed" psychologist.
3. At all times relevant herein, the Respondent's identified himself as "(retired) Psychology Faculty" of a major university located in Maryland and as an "Existential Psychoanalyst." He listed an address in Howard County, Maryland.
4. The Respondent completed his B.A. from College A in Ohio in June 1973 and went on to complete a Master's degree in Human Development from University A in Maryland in 1986. He then earned a Ph.D. in Human Development from University A in 1993.
5. If this matter proceeded to a hearing, the Respondent would testify that he was told by his former Chair of his doctoral program at University A that he was permitted to use the term, "psychologist" to describe his professional accomplishments as long as he did not refer to

himself as “licensed”. He relied on this advice in describing his career as a human development and behavior consultant, expert witness, researcher, policy analyst, professor, writer, teacher and Existential Psychoanalyst.

### **BOARD COMPLAINT**

6. On or about September 13, 2019, the Board received a Complaint from a former client (the “Complainant”), who alleged that the Respondent may be “practicing psychology” in Maryland without a license, providing confidential information regarding his “client” to unauthorized persons, and acting in an unprofessional manner.

7. The Board began an investigation into the allegations. The Board subpoenaed documents and conducted interviews.

8. The Board’s Investigator interviewed the Complainant who revealed that she met the Respondent in January 1984 after being referred by a health care practitioner in California for a pain she was experiencing in her neck. The Complainant connected her neck pain to past “psychological and emotional” trauma. For this reason, she began disclosing to the Respondent that she was “hurting emotionally” due to a recent romantic break-up, her negative self-worth issues and the stressors of serving as her parents’ caregiver. The Complainant conceded that she “...never checked or asked [the Respondent] if he was licensed...and could not recall if he ever stated that he was a psychologist but that she was a very trusting person. I mean if it wasn’t working, if I had a bad feeling about it, you know which I did many more years later...I was out. But at that time, it was helpful therapy... [h]ad his behavior toward me never turned toxic in the last year, the question of him being licensed would have been of no concern to me.” If this case proceeded to a hearing, the Respondent would testify that he informed the Complainant on many occasions that he was an Existential Psychoanalyst, not a licensed psychologist.

9. Several years later, at the recommendation of the Complainant, her husband also began seeing the Respondent because she observed that he experienced a depression so severe that "...he was just in a really dark place." Complainant was aware that her husband had received a prior diagnosis of major depression and was being treated with anti-depressant medication. They both met with the Respondent in his Silver Spring, Maryland office, but her husband also met with the Respondent alone. Upon leaving the office, the Complainant's husband commented that meeting the Respondent left him feeling hopeful for the first time. The Complainant's husband saw the Respondent, regularly until March 9, 2019.

10. The Complainant reported to the Board that her husband stopped taking his prescription medication in 2015/2016 because the Respondent allegedly did not support the use of the medication prescribed. She also reported that her observations were that her husband's depression had gotten worse based on issues surrounding "his identity...what took place during his earlier marriages...los[ing] confidence in himself...and his [in]ability to be on his own."

11. On September 9, 2016, the Complainant stopped seeing the Respondent as a client. She reported that the Respondent "pressured her" to resume sessions with him for 3 months and that she did so for 2 years until she stopped seeing him in 2018. The Respondent denies that he pressured the Complainant. At or around the same time, the Complainant requested that the Respondent stop sharing information with her about her husband unless an "emergency arose". If this case proceeded to a hearing, the Respondent would testify that he considered the information that he shared with the Complainant about her husband, as an "emergency" including but not limited to statements about self-harm, suicidal ideation and a desire not to hurt the Complainant. The Respondent would also testify at the hearing of this case that he considered it his moral responsibility to report this information to the Complainant.

12. In 2019, the Complainant began seeking treatment from a licensed psychologist with whom she continues weekly therapy. During this time, the Respondent continued to send the Complainant messages regarding her husband who remained a client of the Respondent. In November 2019, the Respondent terminated the Complainant's husband as a client, in part because the Respondent had been diagnosed with a potentially life-threatening illness for which he required intensive treatment and hospitalization. The Respondent would testify at the hearing of this case that the basis for terminating the analytic relationship was his own declining physical health and his concern that the Complainant's husband was developing dementia and exhibiting suicidal ideation. He informed the Complainant that he suspected that her husband's psychiatrist may seek involuntary commitment.

13. When asked if he was a licensed psychologist, the Respondent informed the Complainant's current therapist that he had never sought licensure from the Board and therefore did not believe he was bound by the statute or regulations governing licensed psychologists.

14. Upon receiving a subpoena from the Board to appear for an interview, the Respondent wrote a letter to the Board dated February 14, 2020, stating, *inter alia*, that the Executive Director and the Board members had "no authority over [him], no say-so in terms of how I choose to identify and define myself and my professional credentials... includes calling myself a psychologist...I am **not** a *licensed* psychologist and have no desire to be one...I am inclined to bring this matter to civil court, as well as in the court of public opinion...I expect an apology from you and your board after you finish reading this response and come to your senses...I am under no obligation to keep our conversations confidential because we [the Complainant and husband] no longer have an analytic relationship..."

15. The Respondent did not advertise himself as a licensed psychologist. The

Complainant was aware at all relevant times that the Respondent was not a licensed psychologist; instead, she entered into an informal arrangement with the Respondent to participate in Existential Psychoanalysis from 1984-2018, a period of 34 years.

16. The Respondent would testify at the hearing of this case that he believed that he could use the term “psychologist” to describe himself; that he disagrees that he was or is subject to the authority of the Board; and that he had never sought licensure from the Board because of his published and longstanding opinions, beliefs, and views opposing, on philosophical and ideological grounds, the licensed practice of psychology.

17. The Board disagrees with the Respondent’s opinions, beliefs and views. To avoid protracted and contested litigation, including the financial expenses associated therewith, the Parties have agreed to the Findings of Fact set forth above.

### **CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact including the Board’s definition of the practice of psychology pursuant to H.O. §18-101, the Board concludes that the Respondent is in violation of §§18-401(a) and 18-401(b) of the Act. The charges under H.O. § 18-402 are hereby dismissed.

### **ORDER**

It is this **24<sup>th</sup> day of June, 2022**, by a quorum of the Maryland Board of Examiners of Psychologists, hereby:

**ORDERED** that the Respondent pay a civil fine of Five Thousand Dollars (\$5,000) to the Board, within two (2) years of the execution of this Consent Order; and be it further,

**ORDERED** that the Respondent will cease and desist from the practice of psychology as defined by the Board and will refrain from calling himself a psychologist in relation to the

provision of clinical services<sup>1</sup> from the date of execution of this Order; and be it further,

**ORDERED** that this is a formal order of the Maryland Board of Examiners of Psychologists and as such is a public document pursuant to Maryland Code Ann., Gen. Provisions § 4-333(b).

June 24, 2022

Samantha Rukert, Psy.D.  
Chair, MD Board of Examiners of Psychologists

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<sup>1</sup> Nothing in this Order prohibits the Respondent from using the terms “psychology” or “psychological” in reference to his non-clinical academic, literary, or forensic work in the field of psychology and human development, as long as such reference does not create the impression that he is authorized to practice psychology in Maryland.



**CONSENT**

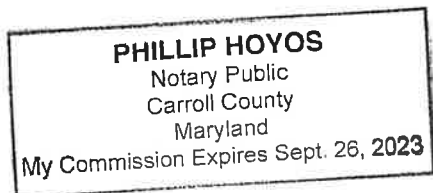
1. By signing this Consent, I hereby affirm the findings of fact contained herein and agree to be bound by the foregoing Consent Order and its conditions.
2. By this Consent, I submit to the foregoing Consent Order as a resolution of this matter. By signing this Consent, I waive any rights I may have had to contest the findings and determinations contained in this Consent Order.
3. I acknowledge that this is a formal order of the Board and as such is a public document.
4. I acknowledge the legal authority and the jurisdiction of the Board to enter and enforce this Consent Order.
5. I sign this Consent Order freely and voluntarily, after having had the opportunity to consult with counsel. I fully understand the language, meaning, and effect of this Consent Order.

7/18/2022  
Date

Jeffrey Schaler Ph.D. M.Ed.  
Jeffrey Schaler, Ph.D., M.Ed.

**STATE OF MARYLAND**  
**COUNTY/CITY OF** Howard:

I hereby certify that on this 18<sup>th</sup> day of July, 2022, before me, a Notary Public of the State of Maryland and County/City aforesaid, personally appeared JEFFREY SCHALER, and made an oath in due form that the foregoing Consent was his voluntary act and deed.

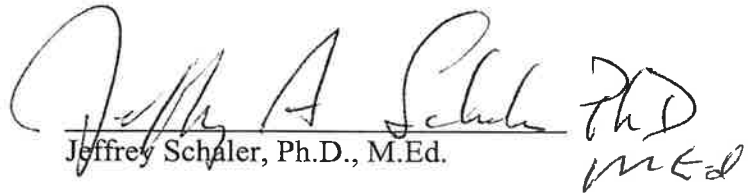


[Signature]  
Notary Public  
My commission expires: 09/26/2023

**CONSENT**

1. By signing this Consent, I hereby affirm the findings of fact contained herein and agree to be bound by the foregoing Consent Order and its conditions.
2. By this Consent, I submit to the foregoing Consent Order as a resolution of this matter. By signing this Consent, I waive any rights I may have had to contest the findings and determinations contained in this Consent Order.
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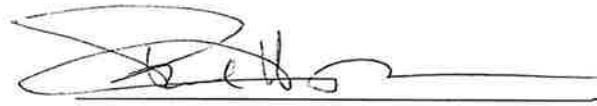
July 18 2022  
Date

  
Jeffrey Schaler, Ph.D., M.Ed.

**STATE OF MARYLAND**  
**COUNTY/CITY OF** Howard:

I hereby certify that on this 18<sup>th</sup> day of July, 2022, before me, a Notary Public of the State of Maryland and County/City aforesaid, personally appeared JEFFREY SCHALER, and made an oath in due form that the foregoing Consent was his voluntary act and deed.

**PHILLIP HOYOS**  
Notary Public  
Carroll County  
Maryland  
My Commission Expires Sept. 26, 2023

  
Notary Public  
My commission expires: 09/26/2023