

**IN THE MATTER OF  
PATRICIA EDMISTER, PH.D.  
RESPONDENT**

**\* BEFORE THE  
\* MARYLAND BOARD  
\* OF EXAMINERS OF  
\* PSYCHOLOGISTS  
\* CASE NUMBER: 2006-017**

**LICENSE NUMBER: 1678**

\*\*\*\*\*

**CONSENT ORDER**

On September 14, 2009, the Maryland Board of Examiners of Psychologists (the "Board") charged Patricia Edmister, Ph.D. (the "Respondent") (D.O.B. October 31, 1944), License Number 1678, under the Maryland Psychologists Act (the "Act"), Md. Health Occ. Code Ann. ("H.O.") § 18-101 *et seq.* (2005 Repl. Vol. & Supp. 2008).

The pertinent provisions under § 18-313 of the Act provide the following:

Subject to the hearing provisions of § 18-315 of this subtitle, the Board, on the affirmative vote of a majority of its members then serving, may deny a license to any applicant, reprimand any licensee, place any licensee on probation, or suspend or revoke a license of any licensee if the applicant or licensee:

- (7) Violates the code of ethics adopted by the Board under § 18-311 of this subtitle;
- (12) Violates any provision of this title or any regulation adopted by the Board[;].

The pertinent sections of the Code of Ethics and Professional Conduct as contained in Md. Code Regs. tit. 10, § 36.05.05 provide the following:

- B. Informed Consent. When conducting research or providing assessment, psychotherapy, counseling, or consulting with an individual or organization in person or by electronic

transmission or other forms of communication, a psychologist shall:

(1) In general:

...

(b) Vary appropriate informed consent forms and procedures to ensure that the client:

...

(ii) Has been provided with information concerning participation in the activity that reasonably might affect the willingness to participate, including limits of confidentiality and monetary costs or reimbursements;

...

(iv) Is given the opportunity to ask questions and receive answers regarding the activity[;].

C. Financial Arrangements and Fees. A psychologist shall:

(1) Make advance financial arrangements that are clearly understood by the client[;].

Md. Code Regs. tit. 10, § 36.05.08 provides the following:

A. A psychologist shall:

...

(4) Release mental health records or other confidential information only as permitted or required by law[;].

### **FINDINGS OF FACT**

The Board makes the following Findings of Fact:

#### **I. Background**

1. At all times relevant to the charges, Respondent was and is a licensed psychologist in the State of Maryland.

2. Respondent initially obtained her license to practice psychology in Maryland on May 14, 1983. On or about January 4, 2008, Respondent renewed her license. Respondent's current license will expire on March 31, 2010.

3. Respondent is also licensed to practice psychology in the District of Columbia and in California.

4. At all times relevant to the charges, Respondent maintained an office for the practice of psychology in Gaithersburg, Maryland.

## II. The Complaint

5. On or about December 5, 2005, the Board received a complaint about Respondent from a former client ("Client A<sup>1</sup>") that Respondent saw as part of a court ordered custody evaluation.

6. Client A stated in her complaint that her attorney suggested Respondent as a possible custody evaluator. Client A stated that her lawyer informed her that the fee for Respondent's services would be \$5,000, split evenly between Client A and her ex-husband. On December 10, 2005, Client A's attorney forwarded a check to Respondent for \$2,500, which according to Client A, represented Client A's portion of the fee, as stated in the Court Order.

7. Client A stated in her complaint that she "was shocked, astounded, baffled, and angry" when she received Respondent's "final invoice/receipt for the custody evaluation" dated, May 28, 2005 for \$9,241.50. Client A stated that "[n]obody had ever mentioned hourly charges of \$150 or any charges over and above the \$5,000. The \$5,000 had never been referred to orally or in writing as a

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<sup>1</sup> Client names are confidential and are not contained in the Consent Order. Respondent is aware of the identity of Client A.

retainer or down payment.” Further, Client A stated that Respondent never discussed any financial arrangements with her and instead directed her to speak to her lawyer instead.

8. Client A stated in her complaint that she requested a final copy of Respondent’s custody evaluation report from Respondent on numerous occasions and she never received a copy.

### **III. Board Investigation**

9. On or about January 9, 2006, the Board opened an investigation based on the complaint.

10. The Board investigator interviewed Client A and Respondent. The Board then referred the complaint along with the investigatory file to a psychologist, with expertise in custody evaluations, for an expert review.

### **IV. Case Specific Findings**

11. On January 14, 2005, Respondent was retained by an Order of the Circuit Court for Montgomery County to conduct a custody evaluation of Client A, Client A’s ex-husband, and their two teenage children.

12. The Order states,

This case is referred to [Respondent] to conduct an investigation of the parties, their children, their histories, and their living situation, in accordance with the established guidelines, and to prepare a written report with evaluations and recommendations by the date scheduled for the hearing on the merits in this case; and it is further...ORDERED that each party shall advance the sum of two thousand five hundred dollars (\$2500) to [Respondent] as security for payment of her services, subject to later reallocation by the court.

13. On January 28, 2005, Respondent had her first appointment with Client A during which Respondent gave Client A a document titled, “Office

Policies.” The document is a contract for services for psychotherapy, which includes policies in regard to confidentiality, fees, office hours, cancellations, release of medical records, and termination of treatment. The policies do not cover services for child custody evaluations.

14. Respondent did not provide psychotherapy services for Client A.

15. According to Respondent and her notes from the first appointment, she reviewed with Client A a document titled “Draft Contract Child Custody Evaluation.” This document includes an overview of the Child Custody Evaluation process, a description of the evaluation model being used, and other terms and conditions. The “Draft Contract” is incomplete in that it was not signed by either party and did not include the names of the participants involved in the evaluation nor the fees for a retainer, testimony, and hourly rate.

16. On May 28, 2005, Respondent sent correspondence to the attorneys for Client A and her ex-husband with the “final invoice/receipt for the custody evaluation of [the Children].” The invoice was in the amount of \$9,241.50 of which \$4,920.50 was billed to Client A and \$4,321.00 was billed to Client A’s ex-husband. In the letter, Respondent writes,

Since I was unsure of what agreements had been made regarding division of these expenses, I broke it down by the time actually spent with/for each of the clients and split the expenses related to the children...As I said, I am not aware of what financial agreements were made regarding payment of this invoice, so I am trusting that you will contact your clients regarding whatever those terms were to facilitate payment.

17. On June 7, 2005, Client A sent an email to Respondent saying that she had not received a final copy of Respondent’s report.

18. On June 9, 2005, in another email, Client A again asked Respondent for her final report.

19. On June 19, 2005, Client A sent an email to her attorney stating her concerns regarding Respondent. Client A stated that she had not yet received a final copy of Respondent's report and reiterated her confusion regarding the fees Respondent charged.

20. On August 13, 2005, Client A sent an email to Respondent stating, "I think it should have been spelled out in advance how billing, expenses, and charges would be handled, including the issue of dividing expenses between [her ex-husband] and myself. These financial aspects were never specified, at least to my knowledge."

21. On August 14, 2005, Respondent replied to Client A by email, stating, "I am not involved other than informing the attorneys of my retainer and then submitting a final bill."

22. On August 15, 2005, Client A sent an email to Respondent regarding billing confusions and pointed out the problem of communicating with Respondent through her attorney, rather than with Respondent directly. Client A states that she has "no memory of having any discussion with [Respondent] about the fees/billing for the evaluation." Client A also told Respondent that she was concerned that she had still not received a final copy of Respondent's report.

23. On August 26, 2005, Respondent replied to Client A by email stating that she would discuss the various issues with Client A's attorney and speak to Client A in person or over the phone.

24. On September 1, 2005, Respondent sent another email to Client A stating that Respondent met with Client A's attorney to discuss the issues raised in Client A's August 15, 2005 email to Respondent. Further, Respondent states that, "[d]iscussions about fees and billing in custody evaluations are typically done between client and attorney and consequently, I did not have you sign a release form with a discussion of rates, etc."

25. Client A stated in her interview with Board staff that "[f]or the entire time I met with her [Respondent], she never talked about money, ever, ever. She never talked about fees at all." Client A stated that all the documentation provided by her lawyer always stated Respondent's fee was \$5,000 to be split evenly between Client A and her ex-husband.

#### **V. Expert Review**

26. The expert reviewed the documents relevant to the case and discussed her findings.

27. The expert stated,

While a great deal of attention has been paid to the words 'advanced' and 'security' in the Custody Order, the language contained in the Custody Order does not release [Respondent] from her obligation to make appropriate financial arrangements as outlined in COMAR regulation 10.36.05.05 B, C.

28. The expert determined that Respondent did not make appropriate financial arrangements with Client A through her "Office Policies" because the document does not cover services for custody evaluations and the "Draft Contract Child Custody Evaluation" was incomplete.

29. The expert stated that Respondent is required to "assume responsibility for making advance financial arrangements directly with the

recipient of her services. Third parties cannot fulfill this function.” The expert found that Respondent “relegated her responsibility for making advanced financial arrangements to the parties’ attorneys” and did not properly communicate to her clients directly.

30. In the opinion of the expert, Respondent did not provide Client A with informed consent concerning her policies and procedure for participation in the child custody evaluation, including limits of confidentiality and monetary costs, because the document, which Client A signed did not cover the services that Respondent was providing; and Respondent’s discussion of the actual services to be provided was based on incomplete information and Client A was not provided a copy of a completed informed consent document.

#### **VI. Additional Finding**

31. After the issuance of charges, Respondent provided the Board with a copy of e-mail communications between Client A, Respondent, and Client A’s attorney. On September 1, 2005, Respondent informed Client A that she would speak with Client A’s attorney regarding what the attorney told Client A in regard to Respondent’s fee and informed Client A that “discussions about fees and billing in custody evaluations are typically done between client and attorney.” Client A’s attorney responded to Client A and Respondent and stated that based on her notes and a review of her file, the retainer of \$5,000 was a deposit against future charges.

#### **VII. Summary Findings**

32. Respondent’s conduct, including but not limited to:



- a. Failing to assume responsibility for making advance financial arrangements directly with the recipient of her services;
- b. Relegating her responsibility for making advanced financial arrangements to the parties' attorneys;
- c. Failing to properly communicate directly to her clients all procedures and billing matters involved in the Child Custody Evaluation,

is evidence, that Respondent is in violation of H.O. § 18-313 (7) "violates the code of ethics adopted by the Board under § 18-311 of this subtitle" and thus, Respondent is also in violation of H.O. § 18-313 (12) "violates any provision of this title or any regulation adopted by the Board."

32. Respondent's conduct as stated above specifically violated provisions of the Code of Ethics and Professional Conduct as contained in Md. Code Regs. tit. 10, § 36.05.05 as follows:

B. Informed Consent. When conducting research or providing assessment, psychotherapy, counseling, or consulting with an individual or organization in person or by electronic transmission or other forms of communication, a psychologist shall:

(1) In general:

...

(b) Vary appropriate informed consent forms and procedures to ensure that the client:

...

(ii) Has been provided with information concerning participation in the activity that reasonably might affect the willingness to participate, including limits of confidentiality and monetary costs or reimbursements;

...

- (iv) Is given the opportunity to ask questions and receive answers regarding the activity;

C. Financial Arrangements and Fees. A psychologist shall:

- (1) Make advance financial arrangements that are clearly understood by the client;

33. Respondent's conduct in failing to provide Client A with a copy of the final custody evaluation report is evidence that Respondent is in violation of Md. Code Regs. tit. 10, § 36.05.08, which provides that:

A. A psychologist shall:

...

- (4) Release mental health records or other confidential information only as permitted or required by law[;].

#### **CONCLUSIONS OF LAW**

The Board concludes as a matter of law that Respondent violated H.O § 18-313 (7) (violates the Code of Ethics), (12) (violates any regulation), Code Md. Regs. tit. 10, § 36.05.05 B (1) (b) (ii), (iv) (informed consent); C (1) (financial arrangements), and Code Md. Regs. tit. 10, § 36.05.08 A (4) (release of records).

#### **ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, it is this 7 day of December, 2009, by affirmative vote of a majority of its members then serving:

**ORDERED** that Respondent's license to practice psychology shall be **REPRIMANDED**, and it is further

**ORDERED** that effective the date of this Consent Order, Respondent shall be under the following terms and conditions for a minimum of two (2) years:

1. Respondent shall not perform court ordered child custody evaluations or any other court ordered evaluation. In the event that Respondent intends to resume performing court ordered evaluations, Respondent shall notify the Board in writing prior to undertaking the evaluation.

2. Respondent agrees that if she were to resume performing court ordered evaluations, the Board may require her to have a Board-approved supervisor.

3. Within one (1) month from the date of this Consent Order, Respondent shall submit to the Board for Board approval an informed consent form for psychology services including but not limited to explanations in regard to financial arrangements, office hours, cancellations, release of mental health records and termination of treatment.

4. Respondent shall utilize the Board-approved informed consent form with all clients.

5. Respondent shall provide a copy of the applicable informed consent form to all clients.

6. Respondent shall bill clients directly for all services performed, even if there is legal representation.

7. Respondent shall release mental health records to clients as required by law.

8. Respondent shall comply with the Maryland Psychologists Act and all laws, statutes and regulations pertaining to the practice of psychology; and it is further

**ORDERED** that any violation of the terms and conditions of this Consent Order shall be deemed unprofessional conduct in the practice of psychology; and it is further

**ORDERED** that if Respondent violates any of the terms and conditions of this Consent Order, the Board, in its discretion, after notice and an opportunity for an evidentiary hearing before an Administrative Law Judge at the Office of Administrative Hearings if there is a genuine dispute as to the underlying material facts, or after an opportunity for a show cause hearing before the Board, may


impose any sanction which the Board may have imposed in this case under §§ 18-313 and 18-313.1 of the Maryland Psychologists Act, including a reprimand, probation, suspension, revocation and/or a monetary fine; and it is further

**ORDERED** that no earlier than two (2) years following the effective date of this Consent Order, and provided that Respondent has complied with the Consent Order terms during Respondent's period of two years and there are no new complaints, Respondent may petition the Board to terminate the conditions of this Consent Order; and it is further

**ORDERED** that Respondent is responsible for all costs incurred in fulfilling the terms and conditions of this Consent Order; and it is further

**ORDERED** that this Consent Order is a public document pursuant to Md. State Gov't Code Ann. § 10-611 *et seq.*

12/7/09  
Date

  
Robert Brown, Ph. D., Chair  
State Board of Examiners of  
Psychologists

**CONSENT**

I, Patricia Edmister, Ph.D, acknowledge that I am represented by counsel and have reviewed this Consent Order with my attorney, Richard Bloch, Esquire, before signing this document.

I am aware that I am entitled to a formal evidentiary hearing before an administrative law judge of the Office of Administrative Hearings. I acknowledge the validity and enforceability of this Consent Order as if entered into after the

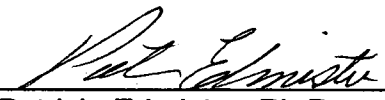
conclusion of a formal evidentiary hearing in which I would have the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other procedural and substantive protections to which I am entitled by law. I am waiving those procedural and substantive protections.

I voluntarily enter into and agree to abide by the foregoing Findings of Fact, Conclusions of Law, and Order and agree to abide by the terms and conditions set forth herein as a resolution of the Charges against me. I waive any right to contest the Findings of Fact and Conclusions of Law and I waive my right to a full evidentiary hearing as set forth above, and any right to appeal this Consent Order or any adverse ruling of the Board that might have followed any such hearing.

I acknowledge that by failing to abide by the conditions set forth in this Consent Order, I may be subject to disciplinary actions, which may include revocation of my license to practice psychology.

I sign this Consent Order voluntarily, without reservation, and I fully understand and comprehend the language, meaning and terms of this Consent Order, consisting of fourteen (14) pages.

11/23/2009  
Date

  
Patricia Edmister, Ph.D.  
Respondent

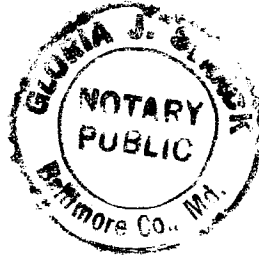
STATE OF MARYLAND

CITY/COUNTY OF Baltimore :

I HEREBY CERTIFY that on this 23rd day of November, 2009,  
before me, a Notary Public of the State and County aforesaid, personally  
appeared Patricia Edmister, Ph.D., and gave oath in due form of law that the  
foregoing Consent Order was her voluntary act and deed.

AS WITNESS, my hand and Notary Seal.

Gloria J. Strack  
Notary Public



My commission expires: 10/31/11