

**STATE OF FLORIDA  
BOARD OF PSYCHOLOGY**

**DEPARTMENT OF HEALTH**

Petitioner,

vs.

Case No: 2009-11318

License No.: PY 4407

**DANIEL R. LEROM, Psy.D.,**

Respondent.

**FINAL ORDER**

THIS CAUSE came before the Board of Psychology (Board) pursuant to Sections 120.569 and 120.57(4), Florida Statutes, on April 23, 2010, in Jacksonville, Florida, for the purpose of considering the Respondent's offer to voluntarily relinquish his license to practice psychology in the State of Florida, attached hereto as Exhibit "A." Said written offer of relinquishment specifically provides that Respondent agrees never again to apply for licensure as a psychologist in the State of Florida.

Upon consideration of the written offer of voluntary relinquishment, the charges set forth in the Administrative Complaint filed in this matter on February 25, 2010 (attached hereto as Exhibit "B") and the other documents of record, and being otherwise fully advised in the premises,

IT IS HEREBY ORDERED that the voluntary relinquishment of the license of Daniel R. Lerom, Psy.D., to practice psychology in the State of Florida is accepted and shall constitute discipline upon his record.

This Final Order shall take effect upon being filed with the Clerk of the Department of Health.

**DONE AND ORDERED** this 19 day of MAy, 2010.

**BOARD OF PSYCHOLOGY**

Allen Hall  
Allen Hall, Executive Director  
for Rafael Rivas-Vazquez, Psy.D., Chair

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to **Daniel R. Lerom, Psy.D.**, 816 Poinsettia Drive, Tampa, FL 33609; and by interoffice mail to **Donna C. McNulty**, Assistant Attorney General, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050; and **Laura Fullerton Lopez**, Assistant General Counsel, Department of Health, 4052 Bald Cypress Way, Bin # C-65, Tallahassee, Florida 32399-3265 this 20 day of MAy, 2010.

Angel Sanders

**Deputy Agency Clerk**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**FILED  
DEPARTMENT OF HEALTH  
DEPUTY CLERK**

**CLERK Angela Barton  
DATE 03/24/2010**

**DEPARTMENT OF HEALTH,**

**Petitioner,**

**v.**

**DOH Case No. 2009-11318**

**DANIEL R. LEROM, Psy.D.,**

**Respondent.**

**VOLUNTARY RELINQUISHMENT OF LICENSE**

Respondent, DANIEL R. LEROM, Psy.D., license number PY 4407, hereby voluntarily relinquishes Respondent's license to practice psychology in the State of Florida and states as follows:

1. Respondent's purpose in executing this Voluntary Relinquishment is to avoid further administrative action with respect to this cause. Respondent understands that acceptance by the Board of Psychology (hereinafter the Board) of this Voluntary Relinquishment shall be construed as disciplinary action against Respondent's license pursuant to Section 456.072(1)(f), Florida Statutes.
2. Respondent agrees to never reapply for licensure to practice a healthcare profession licensed by the Florida Department of Health.
3. Respondent agrees to voluntarily cease practicing psychology in the State of Florida immediately upon executing this Voluntary Relinquishment. Respondent further agrees to refrain from the practice of psychology until such time as this

*Exhibit A*

Voluntary Relinquishment is presented to the Board and the Board issues a written final order in this matter.

4. Upon the Board's acceptance of this Voluntary Relinquishment, Respondent agrees to waive all rights to seek judicial review of, or to otherwise challenge or contest the validity of this Voluntary Relinquishment and of the Final Order of the Board incorporating this Voluntary Relinquishment.

5. Petitioner and Respondent hereby agree that upon the Board's acceptance of this Voluntary Relinquishment, each party shall bear its own attorney's fees and costs related to the prosecution or defense of this matter.

6. Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent in connection with the Board's consideration of this Voluntary Relinquishment. Respondent agrees that consideration of this Voluntary Relinquishment and other related materials by the Board shall not prejudice or preclude the Board, or any of its members, from further participation, consideration, or resolution of these proceedings if the terms of this Voluntary Relinquishment are not accepted by the Board.

DATED this 18th day of March, 2010.

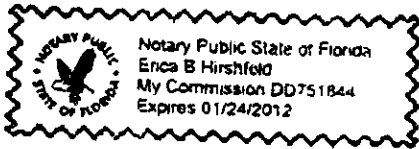
Daniel R. Lerom, Psy.D.  
Daniel R. Lerom, Psy.D

STATE OF:  
COUNTY OF:

Before me, personally appeared Daniel R. Lewin Ph.D, whose identity is known to me by (personally known) (type of identification) and who, under oath, acknowledges that his signature appears above. Sworn to and subscribed before me this 18 day of March, 2010.

Erica B. Hirschfeld  
NOTARY PUBLIC

My Commission Expires: 1/24/12



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**DEPARTMENT OF HEALTH,**

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**CASE NO. 2009-11318**

**DANIEL R. LEROM, Psy.D.,**

**Respondent.**

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**ADMINISTRATIVE COMPLAINT**

COMES NOW the Petitioner, Department of Health, by and through its undersigned counsel, and files this Administrative Complaint before the Board of Psychology (hereinafter Board) against Daniel R. Lerom, Psy.D., and alleges:

1. Petitioner is the state department charged with regulating the practice of Psychology pursuant to section 20.43, Florida Statutes; Chapter 456, Florida Statutes; and Chapter 490, Florida Statutes.
2. Respondent is, and has been at all times material hereto, a licensed psychologist in the State of Florida, having been issued license number PY 4407 on or about December 3, 1990.
3. Respondent's address of record is 816 Poinsettia Drive, Tampa, Florida 33609.

*Exhibit B*

4. Respondent maintains an office in Tampa, Florida, where he provides clinical psychology services. During the times relevant to this matter, Respondent also provided psychology services at Victory Church in Lakeland, Florida, on Thursday evenings. Respondent was not employed by or under contract with the church, but the church provided Respondent a space free of charge to provide professional psychology services.

5. In or about March 1995, HF (also known as HA at that time), an approximately 23-year-old, married, female who at all times relevant to this matter lived and worked in Lakeland, Florida, first presented to Respondent for help with marital difficulties. Respondent saw HF and her husband jointly for several sessions in 1995, before the couple decided to divorce.

6. Respondent's records reflect that thereafter, Respondent saw HF ~~sporadically on an as needed basis. Respondent saw HF one or more times in or about:~~ 1996, 1997, 2001, 2002, 2005, and 2007. In or about August 2008, HF began seeing Respondent more frequently and regularly.

7. Beginning in or about March 1995, Respondent and HF had a psychologist-patient relationship that was not formally terminated prior to May 1, 2009.

8. Following spine surgery in 2008, HF was prescribed narcotic pain medication by her physician. In or about November 2008, HF had prescription narcotic pain medication in her possession.

9. To the best of HF's recollection, the prescription pain medication that she possessed in or about November 2008, was either Vicodin or Percocet.

10. Vicodin is a trade name for a medication containing hydrocodone, a narcotic analgesic or pain-killer, and acetaminophen. Under Section 893.03(3), Florida Statutes (2009), it is a Schedule III controlled substance. A Schedule III substance has the potential for abuse less than the substances contained in Schedule I and II and has a currently accepted medical use in treatment in the United States, and abuse of the substance may lead to moderate or low physical dependence or high psychological dependence.

11. Percocet is a trade name for a medication containing oxycodone, a narcotic analgesic, and acetaminophen. Under Section 893.03(2), Florida Statutes (2009), it is a Schedule II controlled substance. A Schedule II substance has a high potential for abuse and has a currently accepted but severely restricted medical use in treatment in the United States, and abuse of the substance may lead to severe psychological or physical dependence.

12. Records from a Target Pharmacy in Lakeland, Florida, reflect that on or about December 3, 2008, HF filled a prescription for 30 "oxycod/APAP 5-325" tablets, which is a generic formulation of Percocet. Similar records from a Walgreens pharmacy in Lakeland, Florida indicate that on or about March 5, 2009, HF filled a prescription for "Hydrocodone/APAP 5mg/500mg" tablets, a generic formulation of Vicodin.

13. In or about November 2008, Respondent sent a text message to HF asking her to provide Respondent with some of her prescription narcotic pain medication, claiming that he needed the medication for back pain. In response to

Respondent's text message request, HF gave Respondent several tablets of her prescription pain medication.

14. Respondent asked HF to delete the text message he sent to her requesting HF's prescription pain medication, and HF deleted the message as Respondent had asked.

15. In or about January 2009, HF and her boyfriend (to whom HF had at one time been engaged), ended their relationship. HF characterized this time as a vulnerable and "low" point in her life. HF and Respondent corresponded via text messaging during this time.

16. HF attended an appointment for psychotherapy with Respondent on or about January 29, 2009. Respondent's progress note for that date reflects that HF reported ongoing anxiety and depression as well as "some hopelessness about her personal 'future' and her relationship 'future.'"

17. Respondent's January 29, 2009, progress note for HF does not document any signs or symptoms indicative of safety concerns for HF, does not suggest that Respondent was concerned about HF's safety, does not reflect the date of a follow-up appointment, nor does it indicate any imminent need for a prompt follow-up appointment.

18. On or about February 4, 2009, HF contacted Respondent and scheduled a session for the following day, February 5, 2009.

19. Prior to February 5, 2009, HF had disclosed what prescription medications she was taking to Respondent.

20. Prior to the February 5, 2009, appointment, Respondent instructed HF to bring all of her medications with her to the session. Respondent claimed it was for "safety," even though there is no indication in Respondent's records that HF's safety was or should have been of concern.

21. HF complied with Respondent's request and brought her prescription medications including her prescription narcotic pain medication, with her to the appointment. HF believes the prescription pain medication that she brought to that session was either Vicodin or Lortab, which both contain hydrocodone, and are both Schedule III controlled substances under Section 893.03(3), Florida Statutes (2009), as defined in paragraph 10 hereof.

22. At the appointment on or about February 5, 2009, Respondent again asked HF for some of the prescription narcotic pain medication that HF had brought with her to the appointment, claiming he needed the medication for back pain. HF gave Respondent several tablets of her prescription narcotic pain medication.

23. During HF's session with Respondent on or about February 5, 2009, Respondent remarked to HF: "If I were available, I would date you."

24. After Respondent finished seeing patients at Victory Church on the evening of on or about February 5, 2009, he went to HF's home, a townhouse in Lakeland. Respondent and HF sat on a couch and talked for between approximately one and two hours. Before leaving HF's home, Respondent held HF in his arms.

25. While Respondent continued to see HF, Respondent did not conduct any therapeutic psychotherapy sessions with HF after on or about February 5, 2009.

26. On or about February 10, 2009, Respondent again visited HF at her home. While he was there, Respondent and HF had an intimate conversation that led to kissing, hugging, and caressing each other.

27. Respondent began an inappropriate sexual relationship with his patient HF on or about February 10, 2009. Because HF was Respondent's patient, HF was incapable of giving valid, informed, free consent to sexual activity with Respondent.

28. On or about February 11, 2009, at approximately 10:48 p.m., Respondent sent a text message to HF that reads: "My day was very busy but good! i m stik very "distracted" with thoughts of amazing hvgs and kisses!! my hope is to b with u for at least 2 hours tomorrow nite!!"<sup>1</sup>

29. At approximately 11:06 a.m. on or about February 12, 2009, Respondent sent HF the following text message: "U r soooo hot!! i worry that i m holding u back from a younger stud who can really meet ur needs!! lol!" Later that day, at approximately 12:26 p.m., Respondent again wrote to HF: "I always want the best for u bc u deserve the best!!! Hope ur planning for at least 2 hours of play time tonite!!!"

30. On or about the evening of Thursday, February 12, 2009, Respondent returned to HF's home, where Respondent and HF spent time together in an upstairs bedroom and HF recalls that the pair became "very physical" with each other.

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<sup>1</sup> Text message communication typically uses many abbreviations and notations sometimes causing it to be difficult to distinguish between the intended text and spelling or grammatical errors. Therefore, when quoting text messages sent between Respondent and HF, errors and omissions will not be designated with brackets and "[sic]" as is customary and proper.

31. Although Respondent did not provide therapeutic services to HF on February 12, 2009, his records for HF include a progress note for this date that Respondent fabricated and signed.

32. On or about the morning of February 13, 2009, at approximately 8:55 a.m., Respondent wrote to HF: "My body felt great 'all over' after last nite! thank u!! the beach tonite is not a sure thing-i ll know for sure by 6pm-sorry. we would meet at my office at 10-" At approximately 9:05 p.m. Respondent sent a text message to HF that said: "I do wish i was with u all nite tonite-holding u and kissing u all over!! i ll make it up to u in a special way!!"

33. Thereafter, Respondent went to HF's home on or about: February 15, 2009; February 19, 2009; February 21, 2009; February 26, 2009; March 1, 2009; March 5, 2009; March 8, 2009; March 10, 2009; March 12, 2009; March 15, 2009; March 19, 2009; March 26, 2009; and March 31, 2009.

34. During Respondent's visits to HF at her townhouse, Respondent and HF engaged in sexual activity with each other.

35. Between approximately late February, 2009, and early March, 2009, HF gave Respondent a key to her home which Respondent used to let himself into HF's townhouse.

36. Between February, 2009, and May, 2009, HF and Respondent exchanged hundreds of phone calls and text messages. Both HF and Respondent referred to each other as "RHL" in text messages. "RHL" stands for "red hot lover."

37. On or about March 29, 2009, Respondent paid for a hotel room at the Quality Inn at 1020 Dale Mabry, Tampa, so that HF could spend the night in Tampa. Respondent checked into the hotel at approximately 6:30 p.m. and he stayed there with HF until around 8:30 p.m., when he went home. Respondent later returned to the hotel with dinner from Carrabba's restaurant, and stayed there with HF until he went home for the evening at around 11:30 p.m. Respondent came back to the hotel room at approximately 8:30 a.m. the following morning and stayed until approximately 9:45 a.m. Respondent and HF engaged in oral sex while they were at the Quality Inn together.

38. On or about April 2, 2009, Respondent and HF began having sexual intercourse.

39. Respondent went to HF's home and engaged in sexual activity including oral sex and/or sexual intercourse with HF, on or about: April 2, 2009; April 5, 2009; April 9, 2009; April 16, 2009; April 20, 2009; April 23, 2009; and April 30, 2009.

40. Many of the text messages sent between Respondent and HF were intimate or sexually provocative. For example, on or about April 7, 2009, at approximately 8:56 a.m., Respondent sent a text message to HF that reads: "hope ur day ir a great one! wish uwere here in the shower with me to warm me up!!! Your RHL!!!" On or about April 14, 2009, Respondent wrote to HF: "If i were there i would rub u all over and kiss u all over!!! thats the dr. dan cure!!! XOXOXO."

41. On or about April 21, 2009, Respondent told HF in a text message that he was "falling in love" with her.

42. At some point between February 10, 2009, and May 1, 2009, Respondent purchased a man's dress shirt and tie from Joseph A. Bank, and gave it to HF as a gift so that she could "dress up" for him.

43. On or about April 30, 2009, Respondent surprised HF by giving her the gift of a ring from Tiffany & Co. Respondent left the gift inside HF's home while she was at work, and HF found the gift when she returned home. The ring was a sterling silver band of interconnected "X's" and "O's".

44. The card accompanying the ring said: "For my "RHL", so that you will remember the importance of many XOXOXO's!" The card was signed "Love, Dan."

45. On April 30, at approximately 6:05 p.m., Respondent sent a text message to HF that read: "Did the ring fit? I ll call the lady tomorrow to order size 7 if we need to! She said she was ordering the size 7 anyway?!?C u in about one hour!!!xoxoxo!!!"

46. That evening, Respondent went to see HF at her home, and they engaged in sexual activity including sexual intercourse.

47. At approximately 11:34 p.m. Respondent sent a text message to HF: "Home safely! What an unforgettable night!! U were incredible as usual, and u were amazing to be with!!! Again, u were 'wonderful tonight'!!! My incredible RHL!!!"

48. Respondent and HF reportedly intended to spend the afternoon of May 2, 2009, together. At approximately 11:21 p.m. on or about May 1, 2009, HF wrote to Respondent in a text message: "Baby, I am thrilled about getting to spend the afternoon with u tomorrow!!! I apologize for being moody ... No excuse ... Forgive me? Ur amazing and our visit to T&Co will be the best ... I cannot wait!!!! Thank u for all ur

doing to make my ring perfect ... XOXOXO. Sweetest of dreams my darling ... I love u but mostly I'm thankful for u!!!"

49. Shortly thereafter, Respondent's wife discovered a text message that had been sent between Respondent and HF. At approximately 11:57 p.m., on May 1, 2009, Respondent wrote to HF: "[My wife] just read this message. They have to stop for a long time until I say it's ok, this is serious!! Dan."

50. On or about May 2, 2009, at approximately 8:48 a.m., Respondent sent a text message to HF telling her that Respondent's family had held a "confrontation" with him about his relationship with HF, and Respondent had told his family that he would "stop to keep our family together."

51. Despite what Respondent told his family, Respondent saw HF on May 2, 2009, and wanted to meet with HF on or about May 3, 2009, but the sexual relationship between Respondent and HF abruptly ended once Respondent's family learned of his infidelity.

52. Respondent and HF continued to communicate via text messaging for approximately two more weeks. The messages do not appear to have been sexual in nature.

53. HF was upset and very distressed by Respondent ending their romantic and sexual relationship.

54. Records from HF's psychiatrist, who had treated HF since approximately 2004, for depression and anxiety, reflect that HF was hospitalized from May 15, 2009, through May 17, 2009, "after breakdown due to stress when wife of her therapist

([Respondent]) discovered patient/[Respondent] were involved in romantic/sexual relationship.”

55. Prior to, as well as throughout their sexual relationship, Respondent regularly asked HF to give him her prescription medication. Respondent was primarily interested in getting HF’s prescription narcotic pain medication, and asked for the drugs approximately weekly. While HF did not volunteer or offer to give Respondent her medication, when Respondent asked, HF would give in to Respondent’s requests and give him the drugs.

56. At some point between January and May 2009, HF was prescribed and took alprazolam, a medication that is marketed under the trade name Xanax. Alprazolam is a benzodiazepine commonly prescribed to treat anxiety, and under section 893.03(4), Florida Statutes (2009), it is a Schedule IV controlled substance. A substance in Schedule IV has a low potential for abuse relative to the substances in Schedule III and has a currently accepted medical use in treatment in the United States, and abuse of the substance may lead to limited physical or psychological dependence relative to the substances in Schedule III.

57. At some point between January and May 2009, HF was also prescribed and taking clonazepam, a medication that is marketed under the trade name Klonopin. Like alprazolam, clonazepam is a benzodiazepene derivative commonly prescribed to treat anxiety and is a Schedule IV controlled substance under section 893.03(4), Florida Statutes (2009). A substance in Schedule IV has a low potential for abuse relative to the substances in Schedule III and has a currently accepted medical use in treatment in

the United States, and abuse of the substance may lead to limited physical or psychological dependence relative to the substances in Schedule III.

58. While Respondent was primarily interested in taking HF's prescription narcotic pain medicine, Respondent did ask HF for Xanax or alprazolam at least once, in or about March, 2009, and HF gave it to him.

59. Respondent also asked HF for Klonopin or clonazepam "just a couple" of times, and HF gave Respondent a "few" tablets.

60. In some instances, Respondent took HF's prescription medication without her knowledge or permission.

61. During one of Respondent's visits to HF's home in or about March, 2009, HF discovered Respondent in the kitchen and he had HF's bottle of prescription clonazepam without her knowledge or permission. When confronted, Respondent told HF that he only needed a few. HF also found an empty clonazepam bottle in the kitchen garbage.

62. In or about March 2009, HF found that her bottle of Vicodin, had been emptied without her permission or knowledge. HF confronted Respondent who admitted taking the medication and claimed that he was having back pain and needed the medication.

63. In late March 2009, Respondent wanted HF to get oxycodone for him. Oxycodone is a Schedule II controlled substance as defined in paragraph 11 hereof. On or about March 28, 2009, at 12:18 p.m., Respondent sent the following text message to HF: "Baby, thanks for the encouraging texts!! i love that! my appts r going

o.k. 4s there any way that u could get some percocet or oxycodone for ur 'old man' RHL fo." HF replied to Respondent that his message was cut off, and he responded: "Sorry-basically needing more percocet or oxycodone for my back! wantf to know if u could get some for torrmw?!?"

64. Several days later, on or about March 31, 2009, Respondent again asked HF to get him narcotic pain medication. At approximately 7:05 p.m., Respondent sent HF the following text message: "Honey-if u got the oxxcontin i could c6e over tmite to get it and cu!! [my wife] thinks i m c ing my OD client in the hospital?!"

65. Except for the progress note that Respondent fabricated dated February 12, 2009, Respondent's records for HF fail to include any record documenting the provision of services to HF after February 5, 2009, because Respondent did not provide therapeutic services to HF after February 5, 2009.

66. Respondent filed claims with HF's insurance company, BlueCross BlueShield of Florida (hereinafter BCBSF), requesting payment of \$180.00 for each of ten (10) 80-minute "specialty consults" that Respondent claimed to have provided to HF on: February 12 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009. Respondent submitted two claims requesting payment for date of service March 5, 2009, because he was not paid after filing the first claim for that date of service.

67. Respondent was actually engaging in sexual activity, including having oral sex or sexual intercourse with HF, not providing therapeutic treatment to HF, on the the

dates from February 12 – April 16 for which he requested payment from BCBSF for services Respondent claimed he rendered to HF.

68. HF's insurance carrier BCBSF paid Respondent more than \$1,170.00, or \$117.40 for each of the "specialty consults" Respondent claimed to BCBSF he had provided to HF on: February 12 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009.

69. Respondent's records for HF do not include sufficient data relating to financial transactions between Respondent and HF, including documentation of fees assessed and collected. The records lack documentation of: date and amount of fees charged to HF; insurance claims submitted by Respondent to HF's insurance carrier; payments made by HF to Respondent; and payments Respondent received from HF's insurance carrier.

70. After May 1, 2009, HF advised Respondent that she intended to inform BCBSF that Respondent had fraudulently submitted claims to and had received payment from BCBSF for services he did not provide to HF between February and April, 2009.

71. On or about May 7, 2009, HF reported to BCBSF that Respondent did not provide therapeutic services to her between on or about February 12, 2009 and April 9, 2009.

72. Respondent sent HF a text message on or about May 10, 2009, at or about 7:05 p.m. that stated: "I am restoring all of your insurance visits for 2009."

73. By letter dated May 11, 2009, HF again notified BCBSF that Respondent had filed fraudulent or false claims requesting payment for "specialty consults" he claimed to have provided to her on: February 12, 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; and April 9, 2009, but which consults he did not provide. HF attached copies of the Explanation of Benefits (EOB) forms that reflected Respondent's claims for payment for dates of service between February 12, 2009, and April 9, 2009, and showed BCBSF's payment directly to Respondent on the claims.

74. On May 11, 2009 at approximately 5:59 p.m., Respondent sent a text message to HF stating: "[A]ll ur insurancr visits have been restored."

75. By letter dated May 18, 2009, HF contacted BCBSF to inform that April 16, 2009, was an additional date for which Respondent had fraudulently filed a claim requesting payment for a "specialty consult" that Respondent did not provide. HF attached a copy of the EOB form reflecting the claim from and payment to Respondent.

76. By letter dated May 19, 2009 and sent to Respondent via facsimile on the same date, BCBSF requested that Respondent "submit copies of all medical records and documentation that support the services provided" to HF between October 1, 2008, and May 19, 2009.

77. Respondent replied to BCBSF's request for records on or about May 20, 2009 via facsimile. The Facsimile cover sheet reflects that in addition to the cover sheet, ten (10) pages were faxed to BCBSF. The Facsimile Cover Sheet includes the comment: "I acknowledge that I am sending the complete and accurate progress notes

from the patient medical file for [HF]. Period requested was 10/1/08-5/19/09 and notes were made at the time the services were rendered. Thank you." The comment is signed by Respondent.

78. Respondent's records for HF for the time period October 1, 2008, to May, 19, 2009, include eight pages of progress notes for dates of service: October 2, 2008; November 6, 2008; November 13, 2008; January 5, 2009; January 15, 2009; January 29, 2009; February 5, 2009; and February 12, 2009. These eight pages of notes were included in Respondent's May 20, 2009, submission to BCBSF.

79. Respondent's message to HF that her "insurance visits" had been restored was inaccurate and or incorrect. The "insurance visits" were not restored at that time or at any point thereafter.

80. In an interview with a Department investigator on October 30, 2009, and November 2, 2009, HF explained that her insurance plan only covered a specific number of psychotherapy visits per year.

81. Respondent filed claims with and was paid by BCBS for 10 psychotherapy visits or "specialty consults" that he did not provide HF. However, because Respondent fraudulently filed those insurance claims, HF's insurance benefits for covered psychotherapy was exhausted well before the year concluded, and HF had to forego needed therapy as a result of Respondent's action.

## COUNT ONE

82. Petitioner realleges and incorporates paragraphs 1 through 81 as set forth herein.

83. Section 490.009(1)(k), Florida Statutes (2008), provides that committing any act upon a patient that would constitute sexual misconduct as defined by section 490.0111, Florida Statutes is grounds for discipline by the Board.

84. Section 490.0111, Florida Statutes (2008), further provides that sexual misconduct by any person licensed under Chapter 490, in the practice of his profession, is prohibited. Sexual misconduct is defined by rule.

85. Rule 64B19-16.003, Florida Administrative Code (2009), states in pertinent part:

(1) In accordance with the intent of Chapter 490, Florida Statutes, to preserve the health, safety and welfare of the public, sexual misconduct as defined herein is prohibited. The Board finds that the effects of the psychologist-client relationship are powerful and subtle and that clients are influenced consciously and subconsciously by the unequal distribution of power inherent in such relationships. The Board also finds that sexual intimacies with a former client are frequently harmful to the client, and that such intimacies undermine public confidence in the psychology profession and thereby deter the public's use of needed services. Furthermore, the Board finds that the effects of the psychologist-client relationship endure after psychological services cease to be rendered. Therefore, the client shall be presumed incapable of giving valid, informed, free consent to sexual activity involving the psychologist and the assertion of consent by the client shall not constitute a defense against charges of sexual misconduct.

(2) It shall constitute sexual misconduct for a psychologist, who is involved in a psychologist-client relationship, to engage, attempt to engage, or offer to engage the client in sexual intercourse or other sexual

behavior. Sexual behavior includes, but is not limited to, kissing, or the touching by either the psychologist or the client of the other's breasts or genitals.

.....

(5) A psychologist-client relationship exists whenever a psychologist has rendered, or purports to have rendered, psychological services including, but not limited to, psychotherapy, counseling, assessment or treatment to a person. A formal contractual relationship, the scheduling of professional appointments, or payment of a fee for services are not necessary conditions for the existence of a psychologist-client relationship, though each of these may be evidence that such a relationship exists.

(a) The determination of when a person is a client for purposes of this rule is made on a case by case basis with consideration given to the nature, extent, and context of the professional relationship between the psychologist and the person. The fact that a person is not actively receiving treatment or professional services from a psychologist is not determinative of this issue. A person is presumed to remain a client until the psychologist-client relationship is terminated.

(b) The mere passage of time since the client's last visit to the psychologist is not solely determinative of whether or not the psychologist-client relationship has been terminated. Some of the factors considered by the Board in determining whether the psychologist-client relationship has terminated include, but are not limited to, the following:

1. Formal termination procedures;
2. Transfer of the client's case to another psychologist;
3. The length of time that has passed since the client's last visit to the psychologist;
4. The nature and duration of the professional relationship;
5. The extent to which the client has confided personal or private information to the psychologist;
6. The nature of the client's personal history;
7. The degree of emotional dependence that the client has on the psychologist;
8. The circumstances of termination of the professional relationship;

9. The client's current mental status;
10. The likelihood of adverse impact on the client and others; and
11. Any statements or actions by the psychologist during the provision of psychological services suggesting or inviting the possibility of a post-termination sexual or romantic relationship with the client.

(c) Sexual conduct between a psychologist and a former client after termination of the psychologist-client relationship will constitute a violation of the Psychological Services Act if the sexual contact is a result of the exploitation of trust, knowledge, influence or emotions, derived from the professional relationship.

(d) A client's consent to, initiation of, or participation in sexual behavior or involvement with a psychologist does not change the nature of the conduct nor lift the statutory prohibition.

86. Respondent and HF had a psychologist-patient relationship that was not formally terminated prior to May 1, 2009. HF was incapable of giving valid, informed, free consent to sexual activity with Respondent.

87. Respondent kissed, hugged, caressed, engaged in oral sex, or engaged in sexual intercourse with HF on numerous occasions between on or about February 10, 2009, and on or about April 30, 2009.

88. Based on the foregoing, Respondent violated section 490.009(1)(k), Florida Statutes (2008), by committing acts on or with patient HF described or defined by Rule 64B19-16.003, Florida Administrative Code (2009), as sexual misconduct.

## COUNT TWO

89. Petitioner realleges and incorporates paragraphs 1 through 81 as if fully set forth herein.

90. Section 490.009(1)(l), Florida Statutes (2008), provides that making misleading, deceptive, untrue, or fraudulent representations in the practice of any profession licensed under this chapter is grounds for discipline by the Board. Similarly, Section 456.072(1)(m), Florida Statutes (2008), provides that making deceptive, untrue, or fraudulent representations in or related to the practice of a profession or employing a trick or scheme in or related to the practice of a profession is grounds for discipline by the Board.

91. Respondent made misleading, deceptive, untrue, or fraudulent representations in the practice of the profession of psychology, or Respondent made deceptive, untrue or fraudulent representations in or related to the practice of psychology or employed a trick or scheme in or related to the practice of psychology by one or more of the following means:

- a. By requesting that patient HF bring all of her medications to her psychotherapy appointment with Respondent on or about January 29, 2009, for "safety," when there was no indication that Respondent was concerned or had any reason to be concerned with HF's "safety," and then Respondent requested HF give Respondent some of her narcotic pain medication and HF complied; or

- b. By submitting claims to BCBSF, patient HF's insurance carrier, requesting payment for 10 80-minute "specialty consults" that Respondent claimed that he provided to HF on or about: February 12, 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009, but which consults were in fact not provided, as these dates were actually occasions when Respondent was with HF at her home engaging in sexual activity; or
- c. By accepting payment from BCBSF, patient HF's insurance carrier, of \$117.40 for each of 10 80-minute "specialty consults" that Respondent allegedly provided to HF on or about: February 12, 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009, but which consults were in fact not provided, as these dates were actually occasions when Respondent was with HF at her home engaging in sexual activity; or
- d. By including in his records and submitting to BCBSF, patient HF's insurance carrier, the progress note for HF dated February 12, 2009, that is signed by Respondent which Respondent fabricated because no therapy session was provided to HF on or about February 12, 2009; or

- e. By communicating to HF on May 11, 2009, that Respondent had restored all of HF's "insurance visits" for 2009 when in fact the visits had not been restored to HF at that time.

92. Based on the foregoing, Respondent violated Section 490.009(1)(l), Florida Statutes (2008), by making misleading, deceptive, untrue, or fraudulent representations in the practice of the profession of psychology, or violated Section 456.072(1)(m), Florida Statutes (2008), by making deceptive, untrue or fraudulent representations in or related to the practice of psychology or employing a trick or scheme in or related to the practice of psychology.

### **COUNT THREE**

93. Petitioner realleges and incorporates paragraphs 1 through 81 as if fully set forth herein.

94. Section 456.072(1)(l), Florida Statutes (2008), provides that making or filing a report which the licensee knows to be false where such reports or records shall include only those that are signed in the capacity of a licensee is grounds for discipline by the Board.

95. Respondent made or filed a report which he knew to be false by one or more of the following:

- a. By submitting claims for payment to BCBSF, patient HF's insurance carrier, for 10 therapy sessions allegedly provided to HF between February 12, 2009, and April 16, 2009, that Respondent knew he had not provided to HF; or

b. By fabricating a progress note for HF dated February 12, 2009, that Respondent signed and submitted to BCBSF.

96. Based on the foregoing, Respondent violated Section 456.072(1)(l), Florida Statutes (2008), by making or filing a report Respondent knew to be false.

#### **COUNT IV**

97. Petitioner realleges and incorporates paragraphs 1 through 81 as if fully set forth herein.

98. Section 490.0148, Florida Statutes (2008), provides that every psychologist that provides services as defined by Chapter 490 shall maintain records, and that the Board may adopt rules defining minimum requirements for such records.

99. Rule 64B19-19.0025(4), Florida Administrative Code (2009), requires that a psychologist's records contain data relating to financial transactions between the psychologist and the service user, including all fees assessed and collected.

100. Section 490.009(1)(w), Florida Statutes (2008), provides that violating any provision of Chapter 490 or 456, Florida Statutes, or any rules adopted pursuant thereto is grounds for discipline by the Board.

101. Respondent's records for HF fail to include adequate data of financial transactions between Respondent and HF. The records lack documentation of: date and amount of fees charged to HF; insurance claims submitted by Respondent to HF's insurance carrier; payments made by HF to Respondent; and payments Respondent received from HF's insurance carrier.

102. Based on the foregoing, Respondent violated Section 490.009(1)(w), Florida Statutes (2008), by violating Rule 64B19-19.0025(4), Florida Administrative Code (2009).

### **COUNT V**

103. Section 490.009(1)(r), Florida Statutes (2008), provides that "failing to meet minimum standards of performance in professional activities when measured against generally prevailing peer performance, including the undertaking of activities for which the licensee is not qualified by training or experience" constitutes grounds for discipline by the Board.

104. Respondent failed to meet minimum standards of performance in professional activities when measured against generally prevailing peer performance in one or more of the following ways:

- a. By committing sexual misconduct on patient HF; or
- b. By exchanging numerous text messages and phone calls with patient HF; or
- c. By giving patient HF gifts such as a shirt and tie from Joseph A. Bank, and a silver ring from Tiffany' & Co; or
- d. By requesting that patient HF provide Respondent with HF's prescription medication, including one or more of the following: hydrocodone, Vicodin, Lortab, oxycodone, Percocet, alprazolam, Xanax, clonazepam, and/or Klonopin; or

- e. By taking patient HF's prescription medication without her knowledge or consent; or
- f. By ingesting patient HF's prescription medication with or without HF's knowledge or consent; or
- g. By requesting that HF get Percocet or oxycodone for Respondent; or
- h. By fabricating a progress note for HF dated February 12, 2009, and signed by Respondent; or
- i. By submitting the fabricated February 12, 2009, progress note for HF to BCBSF; or
- j. By submitting insurance claims to BCBSF, patient's HF's insurance carrier, requesting payment for 10 "specialty consults" for dates of service: February 12, 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009, which consults Respondent did not provide; or
- k. By accepting payment from BCBSF, patient HF's insurance carrier for 10 "specialty consults" that Respondent knew he had not provided on: February 12, 2009; February 19, 2009; February 25, 2009; March 5, 2009; March 12, 2009; March 19, 2009; March 26, 2009; April 2, 2009; April 9, 2009; and April 16, 2009; or
- l. By causing such a high degree of distress to patient HF when Respondent ended his sexual relationship with her, that HF was

hospitalized between on or about May 15, 2009, and on or about May 17, 2009; or

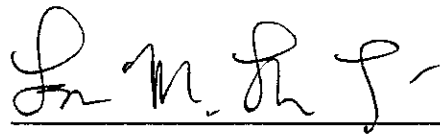
- m. By prematurely exhausting HF's yearly benefit for psychotherapy visits by submitting false claims to patient HF's insurance carrier, BCBSF for 10 visits, and thereby causing HF to go without needed therapy.

105. Based on the foregoing, Respondent violated Section 490.009(1)(r), Florida Statutes (2008), by failing to meet minimum standards in performance of professional activities when measured against generally prevailing peer performance.

WHEREFORE, Petitioner respectfully requests that the Board enter an order imposing one or more of the following penalties: permanent revocation or suspension of Respondent's license, restriction of practice, imposition of an administrative fine, issuance of a reprimand, placement of Respondent on probation, corrective action, continuing education and/or any other relief that the Board deems appropriate.

SIGNED this 24th day of February, 2010.

**FILED**  
DEPARTMENT OF HEALTH  
DEPUTY CLERK  
CLERK: Angela Baxton  
DATE 2/25/2010

  
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PCP: Goldstein, Webster, 2010  
PCP Members:

Feb. 2, 2010

# **IMPORTANT NOTICE TO RESPONDENT**

## **NOTICE OF RIGHTS**

**Respondent has the right to request a hearing to be conducted in accordance with Section 120.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses and to have subpoena and subpoena duces tecum issued on his or her behalf if a hearing is requested.**

## **NOTICE REGARDING ASSESSMENT OF COSTS**

**Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to Section 456.072(4), Florida Statutes, the Board shall assess costs related to the investigation and prosecution of a disciplinary matter, WHICH MAY INCLUDE ATTORNEY HOURS AND COSTS, ON THE RESPONDENT in addition to any other discipline imposed.**