

**State of New Hampshire
Board of Mental Health Practice
Concord, New Hampshire 03301**

In the Matter of:
Christine Frydenborg, Ph.D.
No.: 929
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the mental health practice, the New Hampshire Board of Mental Health Practice ("Board") and Christine Frydenborg, Ph.D. ("Dr. Frydenborg" or "Respondent"), a psychologist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 330-A:27, I; RSA 330-A:28; RSA 330-A:29; and Mental Health Practice Administrative Rule ("Mhp") 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by mental health practitioners. Pursuant to RSA 330-A:28, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as a psychologist in the State of New Hampshire on July 21, 2000. Respondent holds license number 929. Respondent practices as a psychologist from her private practice office located at 40 Castle Drive, Hooksett, NH 03106-1201.

3. On or about August 27, 2007, the Board received a complaint from Ms. M., a former patient of Respondent. Ms. M. alleged that Respondent provided therapy to Ms. M. and her family. She stated that during that time, Respondent developed multiple relationships with Ms. M. and her family involving participation in Respondent's theatre company and other social relationships which later deteriorated. Ms. M. claimed that these multiple relationships caused emotional harm to the family and the loss of the beneficial aspects of the therapeutic relationship.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment of Ms. M. and some of her family members and her development of multiple relationships with them. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence to prove that Respondent engaged in professional misconduct, in violation of RSA 330-A:27 (c) and (d);, Mhp 502.01 (k); Mhp 502.02(1)(a); and American Psychologists Association Ethics Code Standard 3.04, 3.05, 3.12 and Standard 6.01 by the following facts:
 - A. In November of 2006, Respondent began a treating relationship with Ms. M. Over time, Respondent also began a treatment relationship with Ms. M.'s husband, Dan, and one of her three minor children, Bryanna.
 - B. Shortly after the beginning of the treating relationship with Bryanna, Respondent encouraged Ms. M. to have Bryanna become involved in an extra-curricular activity in order to boost her self confidence. One activity Respondent suggested was involvement in a community theatre group, which

offered an opportunity for parents and children to work in a supportive theatrical environment. Ms. M. and her family inquired about Respondent's theatre company. After several discussions, Ms. M. and her family joined Respondent's theatre company and participated in two productions. Respondent also participated in the theatre company as an actor, director and producer of the theatrical events.

- C. Respondent developed multiple relationships with Ms. M. and those family members who were engaged in therapy and participated in the theatre company by not reinforcing appropriate boundaries in response to Ms. M.'s efforts to befriend her. Ms. M. invited Respondent to the celebration of one child's birthday which Respondent briefly attended. Ms. M. and her husband installed a new floor in Respondent's in-home office and Ms. M. and the family helped Respondent move her office to her new in-home office. Respondent initially declined these offers but did not properly set limits with Ms. M. and her husband when they continued to insist on helping Respondent. When Respondent attempted to pay Ms. M. and her husband for their services, they would not accept payment. As a result, Respondent compensated them with a week of her time-share in the Berkshires. Ms. M. would only accept the time-share if Respondent joined them. Respondent agreed and vacationed in a neighboring unit during the same one week period.
- D. Respondent failed to maintain accurate treatment and billing records for each family member and the services provided to each.

- E. Respondent failed to provide a complete copy of Ms. M.'s treatment record to an outside agency requesting a copy of the record for use in determining Ms. M.'s eligibility for the agency's benefits.
 - F. Respondent failed to appropriately seek professional assistance to address her concerns relating to resolving the boundary transgressions which Respondent developed as a result of her multiple relationships with Ms. M. and her family.
 - G. Respondent failed to appropriately terminate her treating relationship with Ms. M., Dan and Bryanna.
5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-A:27, II (c) and (d); Mhp 502.01 (k); Mhp 502.02(1)(a); and American Psychologists Association Ethics Code Standard 3.04, 3.05, 3.12 and Standard 6.01.
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:
- A. Respondent's license is suspended for a period of not less than three (3) years, commencing on the effective date of this agreement, and until further order of the Board.
 - 1. Prior to lifting the suspension, Respondent shall provide the Board with documentation that she has, at her own expense, meaningfully

participated in, without interruption, such mental health care or medical treatment as may be recommended to her by a Board-approved mental health or medical professional.

- a Within thirty (30) days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board the names and curricula vitae of no less than three licensed mental health and/or medical professionals willing to provide treatment for Respondent. One of the three may be Respondent's current therapist, Pennie Kane, who is an ARNP. Respondent shall provide each prospective mental health or medical professional with a copy of this *Settlement Agreement*. Upon the Board approving of a treating mental health or medical professional, the Respondent shall sign a release to allow the transfer of information between mental health or medical professional and the Board or its representative. Any information obtained from the mental health or medical professional shall remain sealed in the Board's files. The information may, however, be used as evidence in any future hearing related to this matter or any future disciplinary hearings related to the issues addressed by this Settlement Agreement.
- b The Board-approved treating mental health or medical professional shall file quarterly reports, under seal, with the

Board, outlining Respondent's attendance and providing information regarding Respondent's progress in therapy as it relates to the boundary and ethical issues referred to in this Settlement Agreement. Respondent shall sign a release to allow the transfer of information between the treating mental health or medical professional and the Board or its representative concerning Respondent's compliance with the recommended treatment and the Respondent's progress or prognosis.

- c Said mental health or medical services shall commence within thirty (30) days of the Board's approval of the mental health or medical professional and continue at the frequency which the board approved treating mental health or medical professional recommends is necessary for a minimum of twelve (12) months.
- d Therapy undertaken by Respondent as of August 16, 2007, the date of the Complaint filed by Ms. M. with this Board, shall be eligible for inclusion toward this requirement.
- e Within thirty (30) days of the effective date of this Settlement Agreement, Respondent shall provide the Board with a treatment summary from Respondent's treating therapist, Pennie Kane, ARNP.

- B. Respondent shall maintain the yearly requirements for continuing education participation during the period of her of suspension.

- C. To the extent that Respondent does not choose to resume practice as a licensed psychologist immediately after the Board has lifted the suspension, Respondent acknowledges, and the Board agrees, that Respondent's license will become restricted. If Respondent chooses to practice thereafter, Respondent shall undertake the terms set forth in paragraph 7D.
- D. Once the Board has lifted the suspension and Respondent has determined to return to the mental health practice, and as a condition to Respondent's returning to practice, Respondent shall, at her own expense, engage in a period of supervision for not less than twelve (12) months according to the following terms and conditions:
1. Thirty (30) days before the end of the three-year period of suspension, Respondent shall submit to the Board a list of no less than three (3) supervisors willing and qualified to undertake evaluative/remedial supervision as described herein.
 - a Respondent shall provide each potential supervisor with a copy of this *Settlement Agreement* as a prerequisite to securing that supervisor's agreement to engage Respondent in supervision.
 - b For each proposed supervisor listed, Respondent shall include a *curriculum vitae* and a letter by each supervisor which confirms that person's understanding of and qualifications for providing supervision within the terms of this *Settlement Agreement*. The supervisor shall describe his/her experience with the clinical and

ethical issues of which Respondent was found to be in need of rehabilitation.

c Respondent shall have no social or professional association with the intended supervisor that would impair the supervisor's ability to perform in an evaluative role.

2. Frequency and duration of supervision: Beginning no more than thirty (30) days from the date on which the Board lifts the suspension and approves of a supervisor, and continuing for a period of at least twelve (12) months thereafter, Respondent shall engage, at her own expense, the services of the supervisor approved by the Board.

a Respondent shall meet weekly for one-hour sessions with the supervisor unless and until the supervisor deems that a different frequency of supervision sessions is indicated.

b If, based on the supervisor's reports, the Board determines that further rehabilitative supervision is required, the Board reserves the right to modify the terms of supervision with regard to frequency and duration, to include imposing an extension on the duration of the supervision.

3. Content of the supervision: The supervision shall consist of a preliminary assessment of Respondent's practice and supervision roles, if any, an evaluation of the specific ethical and professional issues described in the *Settlement Agreement*, and strengthening of

Respondent's clinical skills and professional practices as indicated from said evaluation.

4. Reporting requirements: The supervisor shall file an initial report, bi-monthly (every other month) reports and a recommendation at the end of the supervision term.

a The supervisor shall file an initial report within thirty (30) days from his/her engagement as supervisor, which describes the preliminary assessment of Respondent's practice. This report shall include:

i The supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the *Settlement Agreement*;

ii An assessment of Respondent's motivation for rehabilitation;

iii Any other ethical or professional practice issues uncovered in the preliminary evaluation;

iv The level of competency and performance observed.

b The supervisor shall report to the Board at the end of each two (2) month period during which the supervision continues.

i The first bi-monthly report shall be due one (1) month after the preliminary assessment described in 4.a. above.

- ii These bi-monthly reports shall specifically state Respondent's attendance and provide an explanation for any absence, whether supervision has been complete/incomplete or successful/unsuccessful, and whether Respondent is believed to be a threat to the welfare or safety of current or potential clients or supervisees.
 - iii At the end of twelve (12) months, the supervisor shall include in his/her report a recommendation regarding the value of further supervision.
- c The Board may evaluate and investigate information contained in any of the supervisor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase, decrease or modify the term of supervision or to take other appropriate action.
 - d Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board.
5. Peer Group Requirement: The supervisor shall attend a bi-monthly peer group meeting that will be facilitated by a Board member. The Peer Group will address concerns raised by individuals doing corrective supervision under the direction of the Board. Respondent shall bear all

costs associated with the supervisor attending the Peer Group. Should Respondent seek supervision outside of New Hampshire, the supervisor will not be required to attend Peer Group meetings so long as the supervisor has provided a curriculum vitae to the Board and been approved by the Board to act as supervisor for the Respondent.

- E. Respondent is required to meaningfully participate in a program of twelve (12) hours total of continuing education in the areas of appropriate boundaries, file documentation and ethics. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Continuing education work undertaken by Respondent as of August 16, 2007, the date of the Complaint filed by Ms. M. with this Board, shall be eligible for inclusion toward this requirement. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- F. Respondent is assessed an administrative fine in the amount of \$250.00. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 117 Pleasant Street, Dolloff Building - Lower Level, Concord, NH 03301.

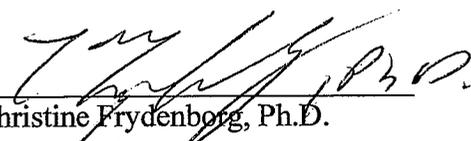
- G. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- H. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.
- I. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a mental health practitioner or work which requires a psychologist and/or directly involves patient care, and to any agency or authority which licenses, certifies or credentials psychologists, with which Respondent is presently affiliated.
- J. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a mental health practitioner or for work in any capacity which requires a psychologist and/or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials psychologists, to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 330-A:27, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.

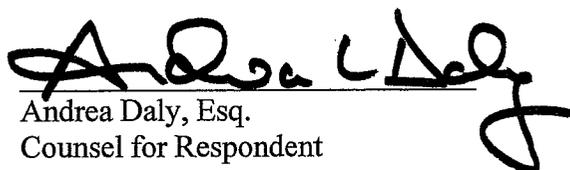
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
17. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 9/21/09


Christine Frydenborg, Ph.D.
Respondent

Date: 9-29-09


Andrea Daly, Esq.
Counsel for Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 10/16/09

W. T. Boutler
(Signature)

W. Thomas Boutler, Chair
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/*Sheila Renaud-Finnegan, Board member, recused.