ORIGINAL

STATE OF MINNESOTA
BOARD OF MARRIAGE AND FAMILY THERAPY
COMPLAINT PANEL

In the Matter of the
License of Ken Stewart, LMFT
License Number: 353

AGREEMENT FOR CORRECTIVE ACTION

This agreement is entered into by and between Ken Stewart, LMFT ("Respondent"), and the Complaint Panel ("Panel") of the Minnesota Board of Marriage and Family Therapy ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2008). Respondent and the Panel hereby agree as follows:

FACTS

1. The Panel has received information alleging:

a. Respondent was licensed as a Licensed Marriage and Family Therapist on August 4, 1989.

b. Respondent served as an instructor for supervisee #1 while she was enrolled in the Marriage and Family Therapy Program at St. Mary's University.

c. Respondent then served as supervisee #1's supervisor during an internship she performed at his clinic from September 2008 through April 2009.

d. Respondent also served as supervisee #1's supervisor for an "integrated paper" required for her schooling. The supervision occurred through the spring and summer of 2009.

e. Between January 2009 and April 2009, Respondent and supervisee #1 met almost weekly at a restaurant near Respondent's office. They discussed both work and personal things during these outings and had either wine and snacks at the wine bar or a meal at the

restaurant. Respondent initially paid for their food and beverages, but at one point, he asked supervisee #1 to pay her half because the bill was high.

f. Respondent and his wife invited supervisee #1 to their home for dinner on New Year's Day, after which they took her to Como Park Conservatory, where they took pictures.

g. Respondent invited supervisee #1 to his home four or five times to work on her paper and fed supervisee #1 on some of those occasions.

h. Respondent accepted supervisee #1's invitation for he and his wife to have a meal at supervisee #1's boyfriend's home.

i. Respondent took supervisee #1 to Best Buy to help her select a computer and then went to her apartment to help her set it up.

j. Respondent gave supervisee #1 a number of gifts, including an iPod; a photograph he had printed, matted, and framed; a CD of songs from the year in which she was born; a bracelet; and a $100 gift certificate for a restaurant. Supervisee #1 ultimately paid Respondent for the iPod, after the Director of St. Mary's Marriage and Family Therapy Program asked what was going on between Respondent and supervisee #1.

k. Respondent and supervisee #1 engaged in hugs and kisses, which Respondent described as European pecks on the cheek.

l. Respondent told supervisee #1 that he cared for her and that he loved her. Respondent likened it to a relationship with a daughter.

m. During an interview with an investigator from the Minnesota Attorney General's Office, Respondent admitted he allowed the whole thing to become too personal.

n. When asked by the investigator whether his objectivity in his advisory role for supervisee #1's paper was affected by his personal contact with her, Respondent stated, "[P]erhaps so."

2. On April 19, 2010, Respondent met with the Panel to discuss the facts set forth in paragraph 1. Based on the discussion, Respondent acknowledges the Panel's concerns and agrees to take the following corrective actions.

CORRECTIVE ACTION

1. ***Peer Consultation.*** Respondent shall meet with a peer consultant, approved in advance by the Complaint Panel. The purpose of the consultation shall be to review and discuss the issues identified above and the ethical considerations involving same. Within 30 days of the date of this agreement, Respondent shall meet with the consultant for a minimum of two hours per month for a period of one year. Respondent is responsible for all costs and expenses with obtaining consultation.

2. ***Quarterly Reports From the Consultant.*** The peer consultant shall provide a report to the Complaint Panel every three months and at the time Respondent petitions to have the conditions removed from his license. The first report is due three months from the date the consultation begins, and all subsequent reports shall be submitted on the first day of the month in which they are due. Each report shall provide and/or address:

a. In the first report, evidence Respondent's consultant has received and reviewed a copy of this Agreement for Corrective Action;

b. Dates on which consultation took place with Respondent;

c. The method by which consultation was conducted;

d. A statement that all cases have been reviewed, a description of any problems discovered in the review, and the resolution of the problems;

e. The consultant's opinion as to Respondent's ability to provide competent services;

f. Any other information the consultant believes would assist the Board in its ultimate review of this matter; and

g. At the time Respondent petitions for removal of the above-referenced conditions, the consultant's report shall include an assessment of Respondent's ability to conduct himself in a fit, competent, and ethical manner in the practice of marriage and family therapy as well as whether Respondent exhibits an acceptable comprehension and knowledge of ethical issues encountered in practice as well as the ability to apply this knowledge.

3. ***Respondent's Own Reports.*** Respondent shall submit a report to the Complaint Panel every three months and at the time Respondent petitions to have the conditions removed from his license. The first report is due three months from the date the consultation begins, and all subsequent reports shall be submitted by the first day of the month in which they are due. Each report shall provide and/or address:

a. A brief statement of the topics discussed at each peer consultation;

b. What Respondent has learned from the consultations, including his own statement as to his comprehension and knowledge of ethical issues encountered in practice;

c. At the time Respondent petitions for removal of the conditions on his license, Respondent's reasons for believing he is capable of conducting himself in a fit, competent, and ethical manner in the practice of marriage and family therapy; and

d. Any other information Respondent believes would assist the Board in its ultimate review of this matter.

4. Upon Respondent's satisfactory completion of the corrective action referred to in paragraph 3, the Panel agrees to dismiss the complaint(s) resulting in the allegations referred to in paragraph 1. Respondent agrees that the Panel shall be the sole judge of satisfactory completion. Respondent understands and further agrees that if, after dismissal, the Panel receives additional complaints similar to the allegations in paragraph 1, the Panel may reopen the dismissed complaints.

5. If Respondent fails to complete the corrective action satisfactorily, or if the Panel receives additional complaints similar to the allegations described in paragraph 1, the Panel may, in its discretion, reopen the investigation and proceed according to the Board's practice act and Minnesota Statutes chapters 214 and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under the Board's practice act. In any subsequent proceeding, the Panel may use as proof of the allegations of paragraph 1 Respondent's agreements herein.

6. Respondent has been advised by Panel representatives that Respondent may choose to be represented by legal counsel in this matter and has so chosen Anthony J. Novak, Esq. The Complaint Panel is represented by Nathan W. Hart, Assistant Attorney General.

7. This agreement shall become effective upon execution by the Complaint Panel and shall remain in effect until the Panel dismisses the complaint, unless the Panel receives additional information that renders corrective action inappropriate.

8. Respondent understands that this agreement does not constitute disciplinary action. Respondent further understands and acknowledges that this agreement is classified as public data.

9. Respondent hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Panel and Respondent, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

Date: 5/29/10

KEN STEWART, LMFT

Date: 6/30/11

FOR THE COMPLAINT PANEL

AG: #2632284-v1