

STATE OF MINNESOTA
BOARD OF MARRIAGE AND FAMILY THERAPY
COMPLAINT PANEL

In the Matter of the License of
Stephen Vagle, LMFT
License No. 1531

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Stephen Vagle ("Licensee") and the Complaint Panel of the Minnesota Board of Marriage and Family Therapy ("Panel") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2014). Licensee and the Panel hereby agree as follows:

FACTS

1. On March 14, 2008, the Board issued Licensee a license to practice as a Licensed Marriage and Family Therapist in the state of Minnesota.
2. On May 12, 2015, Licensee met with the Panel, composed of Board members Herb Grant and Dennis Morrow, to discuss allegations around Licensee's marriage and family therapy practice contained in a Notice of Conference dated April 8, 2015. Jennifer Coates, Assistant Attorney General, represented the Panel at the conference. The Panel advised Licensee that he may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Licensee waived representation by counsel. Licensee and the Panel have agreed to enter into an Agreement for Corrective Action to address the concerns identified below.
3. On, or about, March 18, 2014, Licensee met with Patient #1, who is also a therapist, for a treatment session. After the treatment session, Licensee attempted to discontinue his therapy relationship with Patient #1, destroyed all documentation related to the session, did not charge Patient #1 for the session, and offered to begin a friendship with Patient #1.

4. Between March 18, 2014 and April 18, 2014, Licensee and Patient #1 met socially on at least two occasions and had regular social contact via electronic message and telephone.

CORRECTIVE ACTION

5. Based on the above facts, the Panel believes that Licensee:

a. Engaged in a dual relationship with a client in violation of Minn. R. 5300.0350, subp. 5(A) (2014);

b. Exploited the professional relationship with a client in any manner for the therapist's emotional, financial, sexual, religious, political, or personal advantage or benefit in violation of Minn. R. 5300.0350, subp. 5(G) (2014); and

c. Failed to maintain patient records in violation of Minn. R. 5300.0350, subp. 6(K).

6. **Corrective Action.** Licensee agrees to address the concerns referred to in paragraph 6 by taking the following corrective action:

a. **Professional Ethics Course.** Within 90 days of the date of this Agreement, Licensee shall enroll in a Panel-approved ethics course (the "Course"). The Panel can provide Licensee with a Panel-approved professional or the Licensee may seek Panel approval for the Course that the Licensee selects. The topic of instruction shall address professional and ethical conduct, boundaries regarding interaction between therapists and clients' family members, and/or the importance of working within one's area of expertise (the "Topic"). To secure approval of a Licensee-selected course, Licensee shall submit to the Board an official course description, as well as the instructor's name and applicable credentials. The Board may also require a syllabus that includes the course's goals, objectives, assignments, projects,

methods, and frequency of evaluation, as well as, any additional information required to evaluate the course for approval. Licensee shall complete the Course within 12 months of the date of this Agreement. All fees for the course shall be paid by the Licensee. Licensee must provide the Board with written documentation from the Course provider that confirms successful completion of the Course.

b. **Report on Ethics Course from Licensee.** Within 30 days of completing the Course, Licensee shall submit a written report to the Panel which provides and/or addresses the following:

- 1) The dates Licensee began and completed the ethics course;
- 2) A brief statement of the topics covered in the course; and
- 3) A detailed discussion of what Licensee learned from the Course, including Licensee's comprehension and knowledge of the Topic and how the course will affect his practice in the future;

c. A detailed discussion of the violations that occurred, including:

- 1) How Licensee came to violate the ethical principles;
- 2) The manner in which Licensee violated these principles;
- 3) The specific harm to each individual that resulted, and the potential harm to other individuals that could have resulted from Licensee's conduct;

4) Licensee'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

5) Any other information Licensee believes would assist the Board in its ultimate review of this matter.

d. **Report on Ethics Course From Instructor.** Within 60 days of completing the Course referenced above, Licensee shall cause to be submitted to the Complaint Panel a report from the instructor of the Course. This report shall address:

- 1) Verification the instructor has reviewed a copy of this Order;
- 2) The extent of Licensee's participation in the Course; and
- 3) The instructor's assessment of Licensee's knowledge obtained from the Course, comprehension of the material issues, and opinion as to Licensee's ethical fitness to engage in the practice of marriage and family therapy.

e. **One-on-One Consultation.** Within 60 days of the date of this Agreement, Licensee shall arrange for one-on-one consultation with a licensed mental health professional consultant. The consultation shall at a minimum consist of 2 hours of one-on-one consultation per month for a period of no less than 12 months from date of initial consultation or until such time as the evaluator determines is sufficient to achieve the learning objectives, whichever is greater. For purposes of this Agreement, the licensed mental health professional consultant must be approved by the Panel before the consultation begins. In order for the Panel to consider approving a consultant, Licensee shall submit or cause to be submitted the resume or curriculum vitae of the proposed consultant and proposed course outline. Licensee is responsible for arranging and paying for the consultation. The Licensee shall cause the licensed mental health professional consultant to submit reports directly to the Board every 6 months while in consultation, addressing the following:

- 1) Verification the licensed mental health professional consultant has reviewed a copy of this Order;

2) An evaluation of Licensee's understanding of the subjects of the instruction prior to beginning the consultation;

3) A description of the content and method of instruction provided during the consultation;

4) A statement indicating what Licensee learned and achieved through the instruction and how the learning was evaluated;

5) Any recommendations for additional education directed at improving Licensee's marriage and family therapy practice; and

6) Any other information the licensed mental health professional consultant believes would assist the Board in its ultimate review of this matter.

f. Compliance With Consultant's Recommendations. Licensee shall promptly comply with any recommendations for additional education made by the licensed mental health professional consultant. Licensee must submit written documentation, such as measurable learning objectives and qualifications of the instructor, in order to receive prior approval from Board staff of classes Licensee takes to comply with recommendations by the licensed mental health professional consultant in fulfillment of this requirement. Each class must meet the marriage and family therapy continuing education requirements. Licensee shall submit verification of participation for any class taken in fulfillment of this requirement.

7. It is Licensee's responsibility to ensure all reports, evaluations, and documentation required to be filed with the Board pursuant to this Agreement are timely filed by those preparing the report, evaluation, or documentation. Failure to file reports on or before their due date is a violation of this Agreement. The information contained in the reports, evaluations, and

documentation is confidential and shall be submitted to the Board by United States Mail, courier, or personal delivery only.

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

9. If Licensee fails to complete the corrective action satisfactorily, or if the Panel receives additional complaints similar to the allegations described in paragraphs 1-4, 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 Licensee's agreements herein.

10. Licensee has been advised by panel representatives that Licensee may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Licensee has elected not to be represented by counsel.

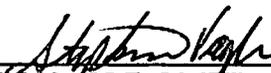
11. This agreement shall become effective upon execution by the Complaint Panel and shall remain in effect until the panel dismisses the complaint, unless the panel receives additional information that renders corrective action inappropriate.

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

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

LICENSEE

MINNESOTA BOARD OF MARRIAGE AND
FAMILY THERAPY COMPLAINT
RESOLUTION PANEL



STEPHEN VAGLE, LMFT



Board Member

Dated: 9.30.15

Dated: 13 OCT 2015