

MINNESOTA BOARD OF PSYCHOLOGY

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PERSONAL AND CONFIDENTIAL

May 14, 2004

Jeanne Allen, Psy.D, LP

8432 11th Ave. NW
Rochester, MN 55901

Dear Dr. Allen:

This letter is notification that the Minnesota Board of Psychology Complaint Resolution Committee has completed its review of your compliance with the Agreement for Corrective Action, dated **May 15, 2003**, and has determined that you have satisfactorily completed the agreed upon corrective action. Therefore, the complaint referenced in the Corrective Action Agreement is closed.

Pursuant to Minnesota Statutes Section 214.103 an Agreement for Corrective Action is a public document, and as such becomes a permanent part of a licensee's public file. All other material related to a complaint is classified under the Minnesota Government Data Practices Act as "confidential" while the complaint is in active status, and "private" after it is closed. Therefore, such material is not part of your public licensure file and is not available to the public. Please note, however, that this letter will be included in your public licensure file to reflect your compliance with the Agreement for Corrective Action.

Sincerely,

A handwritten signature in cursive script that reads "Gail A. Schiff".

Gail A. Schiff
Regulations Analyst

cc: Nathan Hart, Assistant Attorney General

**BEFORE THE MINNESOTA
BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE**

In the Matter of the License of
Jeanne M. Allen, Psy.D., L.P.
License Number: LP3166

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Jeanne M. Allen, Psy.D., L.P. ("Licensee"), and the Complaint Resolution Committee ("Committee") of the Minnesota Board of Psychology ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2002). Licensee and the Committee hereby agree as follows:

FACTS

1. This agreement is based upon the following facts:
 - a. Licensee was licensed by the Board as a licensed psychologist on November 4, 1994. At all times material herein, Licensee practiced psychology at Cedar River Counseling Services in Austin, Minnesota.
 - b. Licensee first saw client #1 (female; YOB 1957) on May 29, 1997, on referral from the client's physician. Licensee diagnosed client #1 with Major Depression and Post Traumatic Stress Disorder. Licensee provided psychological services to client #1 through August 31, 1998, when care of the client was transferred to another therapist.
 - c. Licensee often discussed client #1's mental health status and behavior with client #1's husband, outside of client #1's presence. Additionally, Licensee called client #1's husband three days before her last session with client #1, advised him she was going to discontinue therapy with client #1, and asked him not to tell client #1 about this plan. Licensee's records do not contain an informed written consent from client #1 allowing Licensee to discuss private information with client #1's husband outside the therapy sessions he attended with

client #1. Licensee maintains that she only did so to protect against a clear and substantial risk of imminent serious harm being inflicted by the client on the client. However, she did not document this determination in her records.

d. In a letter on Cedar River Counseling Services letterhead dated June 10, 1998, to client #1's husband's employer, Licensee wrote:

It is my recommendation that [client #1] be admitted to the hospital for an in-patient evaluation and treatment. Therefore, I would request that [client #1's husband] be granted a family medical leave in order to care for his children. If you have any question, please do not hesitate to contact me. Thank you.

Although Licensee maintains that this letter was written at the request of client #1's husband with client #1's consent, Licensee's records do not contain either a signed informed consent document from client #1 or a notation that Licensee had verbal informed consent to release confidential information about client #1 to her husband's employer.

e. Client #1 claims her husband received a letter from client #1's physician, stating Licensee told the physician client #1 had not improved much. Licensee's records do not contain an informed written consent from client #1 allowing Licensee to disclose this information to client #1's physician.

f. Licensee's conduct points to a need to learn more about professional boundaries. Examples include:

1) Licensee disclosed personal information to client #1 about herself and her family.

2) Licensee arranged for client #1 to pick up hay for her horses from Licensee's farm.

3) Near the end of 1997, Licensee sent client #1 a printed devotional with a handwritten personal note. At the end of two or three sessions, Licensee asked client #1 if she wanted to pray, and client #1 claims Licensee invited client #1 to pray aloud.

2. On January 31, 2003, Licensee met with the Committee to discuss the claims set forth in paragraph 1 and other claims. Based upon this discussion, the Committee views

Licensee's conduct as inappropriate under Minn. Stat. § 148.98 (2000) (code of conduct); Minn. Stat. § 148.941, subd. 2(a)(1) (2000) (violation of statute or rule Board is empowered to enforce); Minn. Stat. § 148.941, subd. 2(a)(3) (2000), and Minn. R. 7200.5700 (unprofessional conduct); and Minn. R. 7200.4700, subps. 1 and 2 (failure to safeguard private information). Licensee views corrective action as helpful even though she views her professional conduct with client #1 as ethical both factually and legally. Licensee realizes there is a reasonable difference between her perspective and the Board's perspective.

CORRECTIVE ACTION

3. Licensee agrees to address the conduct referenced in paragraphs 1 and 2 by taking the following corrective actions:

a. ***Boundaries Course.*** Within 30 days of the effective date of this agreement, Licensee shall arrange to enroll in an individualized professional boundaries training course. The Committee will provide Licensee with a list of such courses, which have been approved, for the purposes of satisfying this requirement. If the Committee and Licensee concur that there is sufficient reason for Licensee not to enroll in any of the courses the Committee has listed, Licensee shall, within 30 days of the date of this agreement, submit to the Committee for approval, a syllabus, that includes goals, objectives, assignments, projects, methods, and frequency of evaluation, etc., for a similar individualized professional boundaries training course. Licensee shall also submit the course instructor's vitae to the Committee for its approval of the instructor. The instructor shall be either a licensed psychologist or have a doctoral degree in psychology. Licensee shall complete the course within twelve (12) months of the effective date of this agreement. All fees for the course shall be paid by Licensee. Successful completion of the boundaries course shall be determined by the Committee.

b. ***Report on Boundaries Course From Licensee.*** Within 30 days of completing the professional boundaries course referenced above, Licensee shall submit a report to the Committee which provides and addresses:

- 1) The dates Licensee began and completed the boundaries training course;
- 2) A brief statement of the topics covered in the professional boundaries training course;
- 3) A detailed discussion of what Licensee has learned from the boundaries training course, including Licensee's comprehension and knowledge of boundary issues, as well as various ethical issues encountered in practice, and how this course will affect her practice in the future;
- 4) A detailed discussion of each boundary violation that occurred regarding the circumstances described in the Facts section of this agreement, including (a) how Licensee came to violate these boundaries; (b) the manner in which Licensee violated these boundaries; (c) the specific harm to specific individuals that resulted or could have resulted from the boundary violations; and (d) how Licensee now believes the boundary violations could have been averted;
- 5) Licensee's reasons for believing she is capable of conducting herself in a fit, competent, and ethical manner in the practice of psychology; and
- 6) Any other information Licensee believes would assist the Committee in its ultimate review of this matter.

c. ***Report on Boundaries Course From Instructor.*** Within 60 days of completing the professional boundaries course referenced above, Licensee shall cause to be submitted to the Committee a report from the instructor of the professional boundaries course. This report shall address:

- 1) The extent of Licensee's participation in the course; and
- 2) The instructor's assessment of Licensee's knowledge obtained from the course and opinion as to Licensee's recognition of boundary issues and Licensee's ethical fitness to engage in the practice of psychology.

d. *Graduate Course -- Ethical and Legal Issues in the Practice of Psychology.* Licensee shall complete a graduate-level course on the subject of ethical and legal issues in the practice of psychology. Licensee shall obtain approval from the Committee before commencing the course. The course must be listed as part of a graduate program and must be at least two semester credits or three quarter credits. Audited courses will not be accepted for purposes of satisfying the terms of this Agreement for Corrective Action. Licensee shall cause the school to send directly to the Board office an official transcript documenting for the Committee that Licensee received a passing grade in the course. Within 45 days of completing this course, Licensee shall submit to the Committee a written analysis explaining how the course information will impact her practice. Licensee may apply the credits from this course to her continuing education requirement for licensure renewal as set forth in Minn. R. 7200.3820. Licensee shall complete this course within 24 months of the effective date of this Agreement for Corrective Action.

OTHER INFORMATION

4. *Costs.* Licensee shall be responsible for all costs incurred as a result of compliance with this agreement.

5. *Fine for Violation of Agreement.* If any due date required by the Agreement for Corrective Action is not met, the Committee may fine Licensee \$100 per violation. Licensee shall pay the fine and correct the violation within five days after service on Licensee of a demand for payment and correction. If Licensee fails to do so, the Committee may impose additional fines not to exceed \$500 per violation. The total of all fines may not exceed \$5,000. Licensee waives the right to seek review of the imposition of these fines under the Administrative Procedure Act, by *writ of certiorari* under Minn. Stat. § 480A.06, by application to the Board, or otherwise. Neither the imposition of fines nor correction of the violation will deprive the Board of the right to impose additional discipline based on the violation.

6. *Applicability to Renewal Requirements.* No condition imposed as a remedy by this Agreement for Corrective Action shall be used as a continuing education activity for the

purpose of renewal of Licensee's license to practice psychology, unless it is specifically stated in this Agreement for Corrective Action that the condition may be used for this purpose.

7. Licensee understands that this agreement does not constitute disciplinary action.

8. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 3, the Committee agrees to dismiss the complaint(s) referenced in paragraph 1. Licensee agrees that the Committee shall be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to the facts in paragraph 1, the Committee may reopen the dismissed complaint(s).

9. If Licensee fails to complete the corrective action satisfactorily, or if the Committee receives additional complaints similar to the facts described in paragraph 1, the Committee may, at its discretion, reopen the investigation and proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14. In any subsequent proceeding, the Committee may use as proof of the facts of paragraph 1 Licensee's agreements herein. Licensee agrees that failure to complete corrective action satisfactorily constitutes failure to cooperate under Minn. Stat. § 148.941, subd. 4, and may subject Licensee to disciplinary action by the Board.

10. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter and has so chosen Peter C. Sandberg, Rochester, Minnesota.

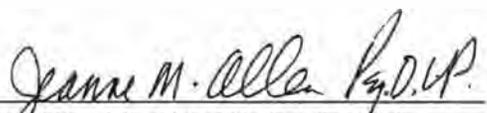
11. This agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, at its discretion, proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14.

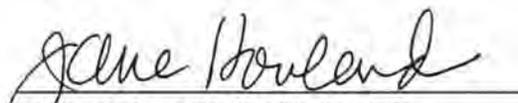
12. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

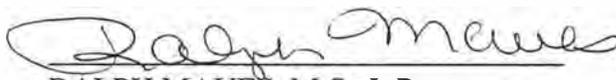
13. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

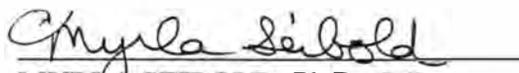
LICENSEE

MINNESOTA BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE


JEANNE M. ALLEN, Psy.D., L.P.


JANE HOVLAND, Ph.D., L.P.
Committee Chair


RALPH MAVES, M.S., L.P.
Committee Member


MYRLA SEIBOLD, Ph.D., L.P.
Committee Member

Dated: Apr. 30, 2003

Dated: 15 May, 2003

AG: #803396-v1