

MINNESOTA BOARD OF PSYCHOLOGY

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PERSONAL

February 18, 2004

Robert J. Ellison, Ed.D., LP
Minnesota Valley Psychologists
1601 E. Highway 13, Suite 101
Burnsville, MN 55337

Dear Dr. Ellison:

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 16, 2003, and has determined that you have satisfactorily completed the corrective action agreed upon. Therefore, the complaint referenced in the Corrective Action Agreement is dismissed.

A copy of this letter will be included in your public licensure file to reflect your compliance with and completion of the Agreement for Corrective Action.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Labrocca".

PATRICIA LABROCCA
Regulations Analyst

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

In the Matter of the License of
Robert J. Ellison, Ed.D., L.P.
License Number: LP1486

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Robert J. Ellison, Ed.D., L.P. (“Licensee”), and the Complaint Resolution Committee of the Minnesota Board of Psychology (“Committee”) pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2000). Licensee and the Committee hereby agree as follows:

FACTS

1. Licensee neither admits nor denies the allegations set forth herein, except as specifically noted. However, pursuant to Minnesota law and to avoid the necessity for further proceedings, the Board may consider the following facts as true for the purpose of this Agreement for Corrective Action. However, it is the intent of the parties that this Agreement for Corrective Action and the facts set forth herein shall have no evidentiary value in any action or proceeding in any forum or process other than proceedings before the Minnesota Board of Psychology or another authorized licensing board or licensing agency.

a. Licensee has been licensed by the Minnesota Board of Psychology since 1986.

b. Licensee provided therapeutic services to client #1, a minor whose parents’ marriage was in the process of dissolution. Licensee was engaged to assist client #1 in adjusting to his parents’ divorce and to act as his personal therapist. Licensee was contacted by the father of client #1 and asked to assist client #1 in a dispute between client #1 and his mother. Licensee contacted client #1 by telephone and was successful in persuading client #1 not to run away and to submit to his mother’s authority. In addition, client #1’s court-appointed guardian

ad litem requested a recommendation from Licensee about client #1's best interest, and Licensee suggested that it would be beneficial to client #1 to have both parents submit to psychological evaluations. In addition, Licensee conveyed to the guardian ad litem serious concerns he had with regard to client #1's mother's mental health which he obtained through his observations of the mother during joint counseling sessions with the mother and client #1 and from a previous marital therapy session in which he met with both parents.

c. Licensee provided documents to clients, including client #1's parents, referencing the applicability of the Minnesota Government Data Practices Act. Licensee's clinic is a private clinic, and the Minnesota Government Data Practices Act does not apply to the data maintained by Licensee's clinic. Licensee's forms further state that a child may request that health information be withheld from parents, again referencing the Minnesota Government Data Practices Act. When client #1's mother requested his complete therapy records, Licensee sent an e-mail message to client #1's father advising him he had a responsibility to inform client #1 that the records had been requested by the mother and that client #1 had a right to request that the records not be released. Licensee was contacted by client #1's guardian ad litem who requested that the records be withheld from the mother based upon client #1's best interest, and he assured Licensee that he was bringing a motion in court to determine whether the mother should have access to the records. The court subsequently ruled that client #1's records are sealed, and Licensee has abided by the court's order.

2. On September 13, 2002, Licensee met with the Committee to discuss the facts set forth in paragraph 1. Based on the discussion, the Committee views Licensee's practices as potentially inappropriate under Minn. Stat. § 148.941, subd. 2(a)(3) (2000), and Minn. R. 7200.5700 (2001) (unprofessional conduct); Minn. Stat. § 148.98 (2000) and Minn. R. 7200.4500 (2001) (unethical conduct); Minn. R. 7200.4700, subp. 4 (2001) (failure to discuss limitations on the right of privacy with minor clients); and Minn. Stat. § 144.335, subd. 2 (2000), and Minn. R. 7200.4900, subp. 1a. (2001) (failure to provide copies of client records upon request).

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 vita 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. Licensee may apply to receive continuing education credit for participation in the boundaries course pursuant to Minn. R. 3830, subp. 5.

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;

4) A detailed discussion of the specific ways this course will affect Licensee's practice in the future;

5) Licensee's reasons for believing he is capable of conducting himself 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;

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; and

3) A detailed discussion from the boundaries course instructor's perspective of the 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.

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

e. **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.

f. ***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.

OTHER INFORMATION

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

5. 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).

6. 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.

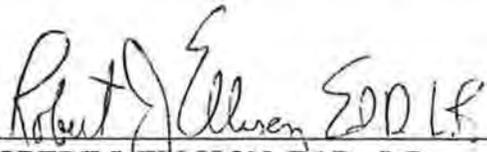
7. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter and has so chosen Robert J. Bruno, Burnsville, Minnesota.

8. 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.

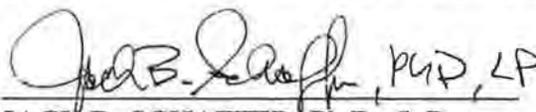
9. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

10. 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.

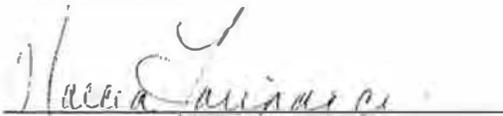
LICENSEE


ROBERT J. ELLISON, Ed.D., L.P.

MINNESOTA BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE


JACK B. SCHAFFER, Ph.D., L.P.
Committee Chair


NICHOLAS J. RUIZ, Ph.D., L.P.
Committee Member


MARCIA FARINACCI
Committee Member

Dated: _____, 2003

Dated: 5/16, 2003