

# MINNESOTA BOARD OF PSYCHOLOGY

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## PERSONAL AND CONFIDENTIAL

October 19, 2012

Peter Hoffman, M.S., LP  
540 Riverside Drive NE  
St. Cloud, Minnesota 56304

Dear Mr. Hoffman:

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 October 7, 2011, and has determined that you have 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 black ink that reads "Gail A. Schiff".

Gail A. Schiff  
Regulations Analyst

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

In the Matter of the License of  
Peter Hoffman, M.S., L.P.  
License Number: LP2073

**AGREEMENT FOR  
CORRECTIVE ACTION**

This agreement is entered into by and between Peter Hoffman, M.S., 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). Licensee and the Committee hereby agree as follows:

**FACTS**

1. This agreement is based upon the following facts:
  - a. On March 11, 2010, Licensee began providing psychological services to client #1, an adult female, at a facility that provided mental health services ("facility"). Licensee had previously provided services to client #1's children for adjustment disorders. Client #1 sought Licensee's services for depression and marital conflict.
  - b. In March and April 2010, Licensee documented three counseling sessions with client #1 at the facility. After the final session, Licensee documented that he would continue individual counseling with client #1.
  - c. During the summer of 2010, Licensee met with client #1 at a public park, at which time client #1 updated Licensee as to the status of her marital conflict and Licensee gave client #1 information regarding battered women shelters. Licensee and client #1 continued to maintain contact through phone calls and text messaging.

d. Between August 13 and September 8, 2010, Licensee's phone records indicate that Licensee and client #1 exchanged 1,255 text messages. It is unknown whether the 1,255 text messages were the number of text messages sent by Licensee or if it reflected an aggregate number of messages sent and received between Licensee and client #1.

e. Between August 13 and September 8, 2010, Licensee's phone records indicate that Licensee and client #1 exchanged 87 phone calls for a duration of approximately 12 hours.

f. On September 16, 2010, Licensee met with facility representatives to address allegations that Licensee had engaged in a sexual relationship with client #1. Licensee denied the allegations.

g. A facility representative requested that Licensee produce his cell phone for examination. Licensee could not comply with the request, as Licensee had destroyed his cell phone upon advice of legal counsel.

h. On September 21, 2010, Licensee again met with facility representatives. Licensee was informed that his conduct and communications with client #1 were outside the boundaries of a professional relationship and that Licensee's employment was being terminated.

i. On August 12, 2011, Licensee met with the Committee to discuss the circumstances of Licensee's relationship with client #1. Licensee denied having a personal or sexual relationship with client #1. Licensee acknowledged that the volume and frequency of communication with client #1 through phone calls and text messaging was inappropriate. Licensee advised the Committee that he had not engaged in a similar level of communication with any former or present clients and that Licensee's level of communication with client #1 was not in accordance with his practice.

2. The Committee views Licensee's practices to be a violation of Minn. Stat. § 148.941, subd. 2(a)(3) and Minn. R. 7200.5700 (unprofessional conduct), and Licensee agrees that the conduct cited above occurred and constitutes a reasonable basis in law and fact to justify the corrective action described in paragraph 3 below.

### **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 pre-approved courses and instructors. 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 curriculum 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 individualized professional boundaries training 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 his 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) A detailed discussion of the specific ways this course will affect Licensee's practice in the future;

6) Licensee's reasons for believing he is capable of conducting himself in a fit, competent, and ethical manner in the practice of psychology; and

7) 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.

4. 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.

5. 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.

#### **OTHER INFORMATION**

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

7. 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).

8. 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.

9. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter and has so chosen Calvin P. Hoffman, Esq., Leonard, Street and Deinard, P.A. The Committee is represented by Benjamin R. Garbe, Assistant Attorney General.

10. 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.

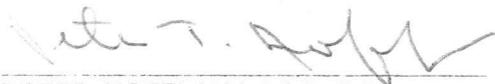
11. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

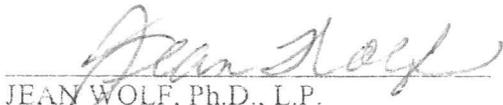
12. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the

Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

LICENSEE

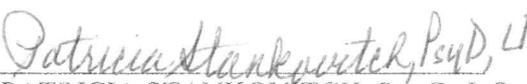
MINNESOTA BOARD OF PSYCHOLOGY  
COMPLAINT RESOLUTION COMMITTEE

  
PETER HOFFMAN, M.S., L.P.

  
JEAN WOLF, Ph.D., L.P.  
Committee Chair

Dated: 9-12-11

Dated: 10/4/10

  
PATRICIA STANKOVITCH, Psy.D, L.P.  
Committee Member

  
CHRIS BONNELL, J.D.  
Committee Member

Dated: 10/7/11

Dated: 10/4/11