

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

In the Matter of
Bonita K. Patton, Ph.D., L.P.
License Number: LP2721

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Bonita K. Patton, Ph.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). Licensee and the Committee hereby agree as follows:

FACTS

1. This agreement is based upon the following facts:
 - a. On June 12, 1987, the Board licensed Licensee to practice psychology in the State of Minnesota.
 - b. Since 1992, Licensee has worked as a licensed psychologist at a clinic in Rochester, Minnesota (“Facility”).
 - c. On August 12, 2013, Licensee accepted a postdoctoral student (“Supervisee #1”) for supervision. Licensee provided Supervisee #1 with a verbal agreement whereby Supervisee #1 would collect 50% of any receipts collected on her services at the Facility and Licensee would provide Supervisee #1 with one (1) hour of supervision per week.
 - d. In January, 2014, Supervisee #1 sought out a new job at another facility to complete her supervised hours.

e. On January 28, 2014, Supervisee #1 informed Licensee that she had received a new job at another facility. Licensee communicated to Supervisee #1 that she felt shocked.

f. In early 2014, Licensee spoke with Supervisee #1 by telephone. Licensee told Supervisee #1 that it was unprofessional for her to leave before completing her internship and that she felt Supervisee #1 had issues that she needed to address.

g. On February 12, 2014, Licensee e-mailed Supervisee #1 informing her, among other things, that a reimbursement to the Facility would be deducted from her March paycheck for the cost of her door name tag and her business cards.

h. On February 14, 2014, Supervisee #1 had her last client session at the Facility.

i. In February of 2014, Licensee left a voicemail message with Supervisee #1's new supervisor at the other facility in which she told Supervisee #1's new supervisor that it was unethical to recruit employees from other health professionals, and informed Supervisee #1's new supervisor to be careful working with Supervisee #1 due to Licensee's belief that Supervisee #1 had issues that needed to be addressed. Licensee states that she made a second call apologizing because she had learned that Supervisee #1 had not been recruited.

j. On February 27, 2014, Supervisee #1 e-mailed Licensee to ask if she would be paid for the rest of her receipts from insurance that may come in after her last paycheck for work.

k. On February 28, 2014, Licensee e-mailed Supervisee #1 back stating that "[a]lthough [Supervisee #1 was] not under an employment contract as an internship student, the same policy is followed as if [Supervisee #1 was] under contract" and explained that, because

Supervisee #1 only provided a 2-week notice as opposed to a 2-month notice, she would not be paid her receipts on clients she saw if those receipts did not come in before February 14, 2014. Licensee relayed this despite the fact that Supervisee #1 had not signed a Professional Agreement with the Facility but rather had entered into a verbal agreement.

1. Licensee initially refused to recommend Supervisee #1 for licensure based on her interpretation of the form's inquiry regarding competence, but eventually agreed to do so once an alternative interpretation was explained.

2. Licensee agrees the conduct cited above occurred and constitutes a reasonable basis in law and fact to justify the corrective action described in paragraph 3 below. The Committee views Licensee's conduct to be in violation of Minnesota Statutes section 148.941, subdivision 2(a)(1) (violation of a statute or rule the Board is empowered to enforce); Minnesota Statutes section 148.941, subdivision 2(a)(3) and Minnesota Rules 7200.5700 (unprofessional conduct); and Minnesota Rule 7200.4910 (supervisee welfare).

CORRECTIVE ACTION

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

a. **Professional Consultation.** Licensee will obtain one-on-one professional consultation from a Minnesota licensed psychologist to work on managing supervisory relationships, in particular conflicts; statutory and administrative requirements of supervision; and documentation of supervision.

Within 30 days of the date of this agreement, the Committee will provide Licensee with the names of five (5) professional consultants for Licensee's consideration. If Licensee is unable to select a professional consultant from the Committee's list, Licensee will notify the Committee

within 30 days of receiving the Committee's list. Licensee will then submit the *curriculum vitae* of a proposed professional consultant for pre-approval by the Committee within 30 days of the date she notifies the Committee. Licensee will select a consultant with whom she has had no previous personal or professional relationship. The Committee reserves the right to reject the consultant proposed by Licensee. If the Committee rejects the consultant proposed by Licensee, the Committee may require that Licensee submit additional names, or the Committee may provide Licensee with the name of a consultant.

For a period of twelve (12) months, Licensee will meet with the consultant for a minimum of at least one (1) hour per month.

Consultant Report. At the conclusion of the consultations, Licensee will have the consultant submit a report to the Board no later than 60 days from the date of the last consultation. The report will provide and/or address:

- 1) A statement that the consultant has reviewed this agreement and any other data deemed relevant by the Committee;
- 2) The dates on which consultations were held with Licensee;
- 3) Licensee's active participation in each consultation;
- 4) The issues discussed in each consultation;
- 5) The consultant's assessment of Licensee's understanding and ability to deal with issues encountered in supervision, and applying this knowledge to her practice; and
- 6) Any other information the consultant believes would assist the Board in its ultimate review of this matter.

Self Report. At the conclusion of the consultations, Licensee will have 30 days to submit a report to the Board herself. The report will provide and/or address:

1) A brief statement of the topics discussed at each consultation session;

2) What Licensee has learned from the consultations, including her own statement as to her comprehension and knowledge of the issues that gave rise to this agreement;

3) A statement as to how Licensee has changed or will change her practice as a result of the knowledge and skills obtained or honed through the consultation; and

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

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

5. If any due date required by the Agreement for Corrective Action is not met, the Committee may fine Licensee \$100.00 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 \$500.00 per violation. The total of all fines may not exceed \$5,000.00. 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. 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

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 of her right to be represented by legal counsel in this matter. Licensee is represented by Tamara Novotny, Esq. The Committee is represented by Hans A. Anderson, Assistant Attorney General.

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

COMPLAINT RESOLUTION COMMITTEE

Bonita K Patton
BONITA K. PATTON, PH.D., L.P.

Scott A. Fischer
SCOTT A. FISCHER, PH.D., L.P.
Committee Chair

Ph.D. L.P.
Dated: 11/18/2015

Dated: 11/18/15.