

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

In the Matter of
the Psychology License of
Phyllis W. Phelan, Ph.D., L.P.
License Number: LP1119

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Phyllis W. Phelan, 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) (1996). Licensee and the Committee hereby agree as follows:

FACTS

1. This agreement is based upon the following facts:
 - a. From approximately June 11, 1992, to January 4, 1993, Licensee provided psychological services to client #1, a 14-year-old pregnant single female.¹ Licensee's initial assessment of client #1 was: Axis I: 307.51 Bulimia Nervosa, 300.40 Dysthymic Disorder, Axis II: 301.60 Dependent Personality Disorder, Axis III: Pregnancy, baby is due October, Axis IV: Psychosocial stressors: Pregnancy, Axis V: Current GAF (Global Assessment of Functioning): 60, Moderate symptoms, Highest GAF past year - 70. In November 1992, Licensee determined that client #1's behavior met the criteria for Borderline Personality Disorder.
 - b. In her June 24, 1995, response to the Board's Notice of Conference, Licensee asserted that the primary focus of her treatment of client #1 was client #1's eating disorder. However, there is minimal reference to bulimia in Licensee's case notes, no

1. When client #1 began therapy with Licensee she represented herself as 17 years old to Licensee.

reference to client #1's progress with respect to reduction of binge eating behavior, and no indication that client #1's eating disorder was discussed in therapy. Instead, progress notes focus on client #1's boundaries and her dependency issues.

c. During the course of therapy, client #1 exhibited numerous signs of boundary and dependency difficulties with Licensee. Despite knowing that client #1 had a personality disorder and had difficulties with therapist/client boundaries, Licensee engaged in unprofessional conduct regarding client #1, as demonstrated by the following:

1) On July 25, 1992, Licensee accompanied client #1 to the emergency room for monitoring in connection with client #1's pregnancy. Licensee claims that client #1's pregnancy was "high risk," but there is no medical documentation in the client's file to support that assessment.

2) On October 3, 1992, Licensee documented that client #1 delivered her baby and that Licensee would "do an environmental intervention this afternoon at the hospital to provide support for her during this difficult time."

3) Licensee attended the christening of client #1's baby.

4) On December 11, 1992, Licensee and client #1 had an extended discussion about boundaries. Licensee wrote:

Stated my reservations about following through with her request about having our last session before Christmas at my home instead of the office We talked at length about this issue, at length about the therapeutic implications, at length about the assumption that might come from going through with our plan to have our last meeting before Christmas at my home . . . I have decided that it is therapeutically appropriate to go ahead with this plan. I also do not plan to bill for that session as in (sic) it will be a nontraditional session including some piano playing, etc.

5) On December 22, 1992, client #1 visited with Licensee at Licensee's home. Licensee's progress note states, "Two hour interaction with [client #1] playing game associated with Christmas memories. No charge for this activity."

6) On December 23, 1992, client #1 again visited with Licensee at Licensee's home. Licensee's progress note states, "One and half hour interaction with [client #1]. Focused on Christmas traditions. No charge for this time."

7) On January 4, 1993, Licensee's progress note regarding termination states:

[Client #1] has effectively terminated her therapy here In letters she was finally more honest about her desire to have the sort of relationship that I would consider professionally unethical as in a desire to me (sic) have the personal needs that are not being met at this point in her life. I have acknowledged to her that perhaps some of my attempts within a professional context to extend myself beyond the usual boundaries, perhaps some of those efforts have been confusing. They were intended to try to provide the best for the most that I could offer again within professional limits, and at this point I am not sure that they were beneficial." (emphasis added)

d. Since treating client #1, Licensee has done the following:

1) On October 5 and 6, 1995, Licensee attended training on "Dialectical Behavior Therapy: The Linehan Model," focusing on clarification of cognitive and behavioral criteria for Borderline Personality Disorder and skills training for emotional regulation.

2) From July 28 to August 1, 1997, Licensee attended training on "Cognitive Behavioral Treatment of Borderline Personality Disorder" by Dr. Merv Smucker, focusing on a review of the cognitive-behavioral treatment paradigm, and skills training regarding abandonment and development of nurturing introjects.

3) In the fall of 1996 and the winter of 1997, Licensee consulted on a regular basis with a licensed psychologist regarding limit setting with borderline clients, client/therapist boundaries, and coordination of cognitive-behavioral and psychodynamic orientations regarding the role of self disclosure.

e. Following her reflection upon her experience in treating client #1 and the knowledge she has gained by taking the steps described in paragraph 1.d., above, Licensee has made the following adjustments to her practice:

- 1) Licensee now charts during therapy sessions.
 - 2) Licensee no longer engages in vivo restructuring of cognition, an approach she used with client #1.
 - 3) Licensee does not make herself available for telephone work with clients who have Borderline Personality Disorder.
 - 4) Licensee refers clients to other practitioners when she feels their Borderline Personality Disorder pathology requires more intensive efforts than she can provide through individual and group in-session contact.
- f. Licensee now acknowledges that going to the hospital with client #1, attending the christening of client #1's child, and having client #1 in her home was inappropriate and confusing to client #1.

2. On July 21, 1995, September 29, 1995, and October 24, 1997, Licensee met with the Committee to discuss the facts set forth in paragraph 1. The Committee views Licensee's practices with client #1 as inappropriate under Minn. Stat. § 148.98 (code of ethics) and Minn. R. 7200.5700 (unprofessional conduct), 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 9 months of the date of service of this agreement, Licensee shall successfully complete the individualized professional boundaries training course taught by John Hung, Ph.D., L.P. All fees for the course shall be paid by Licensee. Successful completion shall be determined by the Committee.
 - b. **Report on Boundaries Course.** 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) 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) Licensee's reasons for believing that she is capable of conducting herself in a fit, competent, and ethical manner in the practice of psychology; and

5) any other information which 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 his opinion as to Licensee's recognition of boundary issues and Licensee's ethical fitness to engage in the practice of psychology.

d. **Recordkeeping Continuing Education.** Licensee shall successfully complete six (6) credits of continuing education coursework in recordkeeping within one year of the date of service of this agreement and provide verification of course completion to the Committee. Licensee may apply these units to her continuing education requirement for licensure renewal.

e. **Consultation.** Licensee shall continue to participate in consultation sessions with a licensed psychologist, who has been approved in advance by the Committee,

for a period of one year from the date of service of this agreement. Time during which Licensee is not actively practicing psychology shall not be considered part of the one year period. The focus of consultation sessions shall include therapy techniques with borderline clients, client/therapist boundaries, and client referral. Licensee shall provide verification of the consultation sessions by sending periodic written reports to the Committee that provide the dates of sessions, summarize her consultations with the consultant, and describe any insights gained from the consultations. Licensee shall provide a report to the Committee every 3 months until she has completed one year of active practice from the date of service of this agreement. Licensee shall submit the first report to the Committee 3 months from the date of service of this agreement, and all subsequent reports shall be submitted on the first day of the month in which they are due.

f. **Documentation of Training.** Licensee shall provide to the Committee documentation of her completion of the training described in paragraphs 1.d.1) and 2) of this document.

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

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 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 Committee may use as proof of the facts of paragraph 1 Licensee's agreements herein.

7. Licensee has been advised by Committee 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.

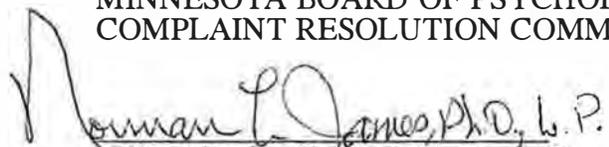
8. This agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, at its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

9. Licensee understands and acknowledges that this agreement and any letter of dismissal is 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


PHYLLIS W. PHELAN, Ph.D., L.P.
Date: 1/22/98

MINNESOTA BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE


NORMAN L. JAMES, Ph.D., L.P.
Committee Chair
Date: 1-30-98


SAMUEL ALBERT, Ph.D., L.P.
Committee Member
Date: 1/30/98