

**BEFORE THE MINNESOTA
BOARD OF MARRIAGE AND FAMILY THERAPY**

In the Matter of the License of
Rebecca Connor, LMFT
License No. 1036

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Rebecca Connor ("Licensee") and the Complaint Panel of the Minnesota Board of Marriage and Family Therapy ("Complaint Panel") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a). Licensee and the Complaint Panel hereby agree as follows:

FACTS

1. On May 7, 2002, the Board issued Licensee a license to practice marriage and family therapy in the State of Minnesota.
2. On April 19, 2016, Licensee met with the Complaint Panel, composed of Board Members Herb Grant, Ph.D., LMFT, and Dennis Morrow, Ph.D., to discuss allegations around Licensee's marriage and family therapy practice contained in a Notice of Conference dated February 25, 2016. Caitlin M. Micko, Assistant Attorney General, represented the Complaint Panel at the conference. Peter Lind, Tewksbury & Kerfeld, 88 South Tenth Street, Suite 300, Minneapolis, Minnesota 55403 represented Licensee.
3. Licensee and the Complaint Panel have agreed to enter into an Agreement for Corrective Action to address the concerns identified below.
 - a. On or about April 9, 2012, Licensee began providing counseling services to a client ("Client"), a divorced mother of three children.

b. In approximately 2015, a parenting dispute arose between Client and her ex-husband. A parenting consultant was appointed to make the final decision regarding school attendance.

c. The ex-husband was never a client of Licensee and the ex-husband did not provide or give any private or confidential information about himself to Licensee.

d. On July 15, 2015, Licensee wrote a letter in support of Client with regard to the parenting dispute between Client and her ex-husband. The letter was provided to the parenting consultant.

e. In the letter, Licensee identified herself as Client's therapist, and stated her positive impressions of Client as a mother. Licensee also stated was her professional opinion that the ex-husband did not prioritize his children appropriately, and that he used the children to control the client.

f. Licensee also wrote that it was her professional opinion that the ex-husband suffered from mental illness on Axis II and Axis I, even though she had never completed a formal assessment of the ex-husband. Licensee's opinion was based upon information provided to the Licensee by Client and disclosed with Client's informed consent.

g. Licensee signed the July 15, 2015, letter with her marriage and family therapy credentials.

4. Licensee agrees that the conduct cited above constitutes a violation of Minn. Stat. § 148B.37, Subd. 1(3) and Minn. R. 5300.0350, Subp. 4(A) and 4(S).

CORRECTIVE ACTION

5. Licensee agrees to address the conduct referenced in paragraphs above by taking the following corrective actions:

a. Successful Completion of Ethics Course. Within ninety (90) days of the date of this Agreement, Licensee shall enroll in a pre-approved graduate level ethics course. The course must be approved in advance by the Complaint Panel. Licensee shall submit for approval to the Complaint Panel a course syllabus that includes the instructor's name and credentials, course goals, objectives, assignments, projects, methods, and frequency of evaluation. All fees for the course shall be paid by the Licensee and successful completion of the ethics course shall be determined by the Complaint Panel. Licensee shall complete the course within 12 months of the date of this Agreement and submit documentation of completion to the Complaint Panel.

b. Report on Course from Licensee. Within thirty (30) days of completing the course, Licensee shall submit a written report to the Complaint Panel which provides and/or addresses the following:

- 1) The dates Licensee began and completed the course;
- 2) A brief statement of the topics covered in the course; and
- 3) A detailed discussion of what Licensee learned from the course, including Licensee's comprehension and knowledge of the professional ethics and how the course will affect her practice in the future.

c. Report on Course from Instructor. Within sixty (60) days of completing the course referenced above, Licensee shall cause to be submitted to the Complaint Panel a report from the instructor of the course. The report shall address:

- 1) Verification the instructor has reviewed a copy of this Agreement;
- 2) The extent of Licensee's participation in the course; and

3) The instructor's assessment of Licensee's knowledge obtained from the course, comprehension of the material issues, and Licensee's ability to apply this knowledge to her practice of marriage and family therapy.

d. Professional Consultation. Licensee shall obtain one-on-one professional consultation from a Minnesota licensed mental health professional ("Consultant") to address professional conduct, scope of competency, professional boundaries, preparation of formal assessments and reports, and how to apply this knowledge to her practice.

Licensee shall submit the *curriculum vitae* of the Consultant for pre-approval by the Complaint Panel within thirty (30) days of the date of this Agreement takes effect. Licensee shall select a Consultant with whom she has had no previous personal or professional relationship. The Complaint Panel reserves the right to reject the Consultant proposed by Licensee. If the Complaint Panel rejects the Consultant proposed by Licensee, the Complaint Panel may require that Licensee submit additional names, or the Complaint Panel may provide Licensee with the name of a consultant.

Within sixty (60) days of the Complaint Panel's approval of the Consultant, Licensee shall meet with the Consultant. The consultation with Consultant must last for a minimum of 45-60 minutes per month for a period of no less than 12 months from the date of the initial consultation and will total 12 hours in that year, or until such time as the evaluator determines is sufficient to achieve the learning objectives, whichever is greater. Licensee is responsible for paying for the consultation. At the conclusion of the consultation, Licensee shall have the Consultant submit a report directly to the Board no later than sixty (60) days from the date of the last consultation. The report shall provide and/or address:

1) Verification the Consultant has reviewed a copy of this Agreement, Licensee's July 15, 2015 letter described in paragraph 3.d. above, and any other data deemed relevant by the Complaint Panel;

2) An evaluation of Licensee's understanding of the subjects of the consultation prior to beginning the consultation;

3) The Consultant's assessment at the conclusion of the consultation period of Licensee's understanding of the subjects of consultation and her ability to apply this knowledge to her practice;

4) The Consultant's opinion as to whether additional consultation or education is required;

5) The dates on which consultation with Licensee were held; and

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

e. Compliance With Consultant's Recommendations. Licensee shall promptly comply with any recommendations made by the Consultant.

f. Licensee's Report. Within one month of the date of completion of the professional consultation, Licensee must submit to the Board a report addressing the learning outcomes of the professional consultation and describing how Licensee will apply this knowledge to her marriage and family therapy practice.

g. Continuing Education Course. Within 12 months of the date of this Agreement, Licensee shall complete an approved continuing education course on the topic of DSM-5. The course must be approved in advance by the Complaint Panel. Licensee shall

submit documentation of attendance/completion of the continuing education course to the Complaint Panel.

OTHER INFORMATION

6. It is Licensee's responsibility to ensure all reports, evaluations, and documentation required to be filed with the Board pursuant to this Agreement are timely filed by those preparing the report, evaluation, or documentation. Failure to file reports on or before their due date is a violation of this Agreement. The information contained in the reports, evaluations, and documentation is confidential and shall be submitted to the Board by United States Mail, courier, or personal delivery only.

7. Upon Licensee's satisfactory completion of the corrective action referred to in this Agreement, the Complaint Panel agrees to dismiss the complaint(s) resulting in the events referred to in paragraph 3. Licensee agrees that the Complaint Panel shall be the sole judge of satisfactory completion of the requirements within this Agreement. Licensee understands and further agrees that if, after dismissal, the Complaint Panel receives additional complaints similar to the events in paragraphs 3, the Complaint Panel may reopen the dismissed complaint.

8. If Licensee fails to complete the corrective action satisfactorily, or if the Complaint Panel receives additional complaints similar to the events described in paragraphs 3, the Complaint Panel may, in its discretion, reopen the investigation and proceed according to the Board's practice act and Minnesota Statutes chapters 214 and 14. Licensee agrees that failure to complete corrective action satisfactorily constitutes failure to cooperate under the Board's practice act. In any subsequent proceeding, the Complaint Panel may use Licensee's agreements within this Agreement as proof of the events.

9. This Agreement shall become effective upon execution by the Complaint Panel and shall remain in effect until the Complaint Panel dismisses the complaint, unless the Complaint Panel receives additional information that renders corrective action inappropriate.

10. Licensee understands that this agreement does not constitute disciplinary action. Licensee further understands and acknowledges that this agreement is classified as public data and will be reported accordingly.

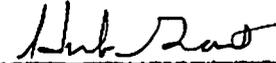
11. Licensee hereby acknowledges having read and understood this Agreement and having voluntarily entered into it. This Agreement contains the entire agreement between the Complaint Panel and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

CONSENT:


REBECCA CONNOR, LMFT
Licensee

Dated: 9-19, 2016

FOR THE COMPLAINT PANEL:


Board Member
Herb Grant
Printed Name

Dated: 9/21/2016, 2016