

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

In the Matter of the License of  
James W. Nelson, M.S., L.P.  
License Number: LP0836

**AGREEMENT FOR  
CORRECTIVE ACTION**

This agreement is entered into by and between James W. Nelson, 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) (2002). Licensee and the Committee hereby agree as follows:

**FACTS**

1. This agreement is based upon the following facts:

a. From fall 2000 to June 2001, Licensee provided psychological services to client #1 in his capacity as a psychologist for a school district. After client #1 graduated in June 2001, she was hired by a nonprofit vocational rehabilitation agency that provides services to adults with disabilities and other barriers to employment. Client #1 was both an employee and a client at the agency, and she received mental health case management services through her county of residence from her community case manager at the agency. Beginning in June 2001 and continuing until April 2003, Licensee provided psychological services to client #1 in approximately 41 sessions while she worked at the agency.

b. In connection with the psychological services Licensee provided to client #1, he engaged in unprofessional conduct, failed to maintain appropriate professional boundaries, and failed to maintain complete and accurate records as described in more detail below.

### **Unprofessional Conduct: Boundaries**

- c. Licensee hugged client #1 and patted her on her shoulder.
- d. Licensee transported client #1 in his car and took her out for ice cream, bowling, and shopping, both during and in addition to their scheduled appointments.
- e. On one occasion, Licensee suggested to client #1's case manager that she go bowling with him, client #1, and a female friend of client #1 as a way of connecting with client #1. This was made in conjunction with and with the knowledge of client #1's treatment team.
- f. Licensee sent client #1's case manager a "To whom it concerns" letter dated July 3, 2002, in response to a request from the agency for clinical information and records regarding client #1. Licensee's letter contains the following description of his therapy sessions with client #1 and his role:

Our sessions of necessity, and, I believe, therapeutically always contain some relaxed, playful interactions. I think because her father was never involved in her life, that I serve as a surrogate father who can attempt to both set limits while sending the message of her importance through laughter and affirmations.
- g. On December 13, 2002, Licensee attended a meeting with several other professionals assisting client #1 to discuss her progress and long-term goals. Licensee reported he planned to transfer client #1 to a new therapist in the next couple of months. He further stated he still planned to stay in contact with client #1 after transferring her care but would not bill for his time.
- h. On March 4, 2003, Licensee met briefly with client #1's case manager to tell her he located a female therapist for client #1. During the meeting, Licensee again stated his plan to call and check on how client #1 was doing. Licensee's last therapeutic involvement with client #1 was on April 2, 2003, when he accompanied her to her first session with a female therapist.

### **Record Keeping and Coordination of Services**

i. By letter dated October 24, 2001, client #1's case manager requested that Licensee send her a copy of client #1's treatment plan and goals and a summary of her treatment progress in advance of a case coordination meeting scheduled for November 9, 2001. Licensee failed to send the requested records. In addition, Licensee failed to maintain a copy of this letter in his records for client #1.

j. By letter dated June 27, 2002, the chief operating officer at the agency reminded Licensee the case manager has a statutory responsibility to coordinate client #1's community care. The letter requested Licensee send client #1's most recent clinical assessment, program notes, and results of psychological tests administered. Licensee was requested to provide the complete results for the last year of service by July 8, 2002, for a clinical supervision meeting scheduled for July 10. Signed release forms were enclosed with the letter permitting Licensee to provide the requested information. Licensee failed to maintain a copy of this letter and the releases in his records for client #1.

k. In response to the June 27, 2002, letter requesting records, Licensee sent a one-page single-spaced "To whom it concerns" letter dated July 3, 2002 (received at the agency on July 9, 2002). Although requested, Licensee did not include with this letter his treatment plan or copies of his progress notes for client #1. Licensee failed to maintain a copy of his July 3, 2002, "To whom it concerns" letter in his own records for client #1.

l. By letter dated August 1, 2002, the chief operating officer thanked Licensee for responding to the June 27, 2002, letter. Another request was made for Licensee to provide treatment information and a written treatment plan for client #1. The letter states, in relevant part: "While your informal letter was helpful, it did not provide the information that we traditionally have on file for review and direction when providing case management

services. . . . [W]e are writing to ask that you forward the written plan . . . at your earliest convenience.” Licensee failed to maintain a copy of this letter in his records for client #1.

m. In response to the August 1, 2002, letter, Licensee provided a one-page document dated August 15, 2002, which includes “a very brief family history, her diagnosis and current treatment plan.” The records Licensee sent to the Board in response to a subpoena requesting his complete records for client #1 do not contain this document.

n. On January 30, 2003, Licensee attended a meeting with client #1’s case manager and the clinical supervisor at the agency to discuss client #1’s treatment plan and goals. During the meeting, Licensee stated he had treatment notes from their sessions, but there were large gaps in the notes, and he would need to finish drafting them before sending them to the agency. Licensee asserts he takes notes at every session and had not finished transcribing them into their finished typed form due to his mother-in-law’s death in November 2002. However, up until that time, Licensee had 34 sessions with client #1, and between November 2002 and the meeting on January 30, 2003, Licensee only had four sessions with client #1 (November 11, December 9, December 13, and December 16, 2002).

o. During the time period Licensee provided psychological services to client #1 at the agency, he failed to document in client #1’s records over 20 telephone conversations, personal conversations, or meetings he had with her case manager and others.

2. On October 24, 2003, Licensee met with the Committee to discuss the facts set forth in paragraph 1. Based on the discussion, the Committee views Licensee's practices to be a violation of Minn. Stat. § 148.941, subd. 2(a)(1) (2002) (violation of statute or rule Board is empowered to enforce); Minn. Stat. § 148.941, subd. 2(a)(3) (2002), and Minn. R. 7200.5700 (unprofessional conduct); Minn. Stat. § 148.98 (2002) and Minn. R. 7200.4500 (violation of rules of conduct/code of ethics); and Minn. R. 7200.4900, subp. 1a. (failure to maintain complete

and accurate records). 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 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 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 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 in which 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.

d. ***Continuing Education.*** Licensee shall complete at least six continuing education units on record keeping within one year of the date of service of this agreement. Licensee shall obtain approval from the Committee before commencing the continuing education activities, which may consist of courses, workshops, seminars, and structured individualized instruction. Successful completion shall be determined by the Committee. Licensee may apply these units to his continuing education requirement for licensure renewal as set forth in Minn. R. 7200.3820.

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

f. ***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.

g. ***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 complaints 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 complaints.

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. Licensee has elected to be represented by Warren Maas.

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

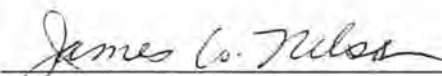


such information, the Committee may, at its discretion, proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14.

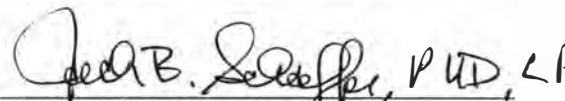
9. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

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

  
JAMES W. NELSON, M.S., L.P.

MINNESOTA BOARD OF PSYCHOLOGY  
COMPLAINT RESOLUTION COMMITTEE

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

  
SCOTT TERHUNE, Ph.D., L.P.  
Committee Member

  
MARCIA FARINACCI  
Committee Member

Dated: June 27, 2004

Dated: 07-06, 2004

AG: #938001-v1