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BEFORE THE BEHAVIORAL SCIENCES REGULATORY BOARD
712 South Kansas Avenue
Topeka, KS 66603-3817

In the Matter of)	Case No. 08-CT-0048
)	Case No. 09-CT-0008
ANGELA BOGUE-GILMORE,)	Case No. 09-CT-0013
LCMFT #267)	Case No. 09-CT-0017
_____)	

CONSENT AGREEMENT AND ORDER

NOW, on this 14 day of December, 2009, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board (Board) by agreement of Angela Bogue-Gilmore (Licensee) and the Board for the purpose of resolving the above-captioned case.

FACTS

Licensee hereby acknowledges the following allegations:

1. Angela Bogue-Gilmore is currently and, at all times relevant, has been a Licensed Clinical Marriage and Family Therapist within the meaning of the Marriage and Family Therapists Licensure Act, K.S.A. 65-6401, *et seq.*, and amendments thereto.
2. On or about December 6, 2007, July 24, 2008, and August 15, 2008, the Board received reports of information concerning Licensee's conduct, alleging Licensee may have violated certain statutes and regulations governing unprofessional conduct.
3. The Board conducted investigations concerning Licensee's alleged violations of statutes and regulations. During the investigations, Licensee was informed of the

reported information and was given the opportunity to respond to the allegations.

Four response letters were received from Licensee's attorneys.¹

4. Case No. 08-CT-0048.

a. Licensee was the therapist for a child involved in a domestic relations dispute.

The father accused Licensee of fraudulent insurance billings and of developing too close a personal friendship with the child's mother.

b. Licensee admitted she made minor billing code errors but claimed most of the billings at issue resulted from the complainant's misunderstanding of the therapy.

Licensee admitted she allowed a friendship with the child's mother to develop.

c. There were billing errors which resulted in overpayments to Licensee. Licensee engaged in a dual relationship that exceeded appropriate boundaries.

5. Case No. 09-CT-0008.

a. Licensee was hired on June 30, 2008, at Camelot of Kansas in Wichita, Kansas, as a clinical therapist. Her duties included individual, group, and family therapy to youth residents who had behavioral and mental disorders that required placement in a psychiatric residential treatment facility.

b. On July 18, 2008, Licensee conducted a mandatory group therapy session on the topic of spirituality and brought anointing oil to the session. During the session, a resident shared an earlier conversation the resident and Licensee had during an individual session about anointing. Licensee explained her personal religious beliefs,

¹ As of March 4, 2009, Scott J. Gunderson replaced Robert V. Eye as counsel for Licensee.

which include anointing, then the resident asked if any of the other group members wished to be anointed. When all of the group members responded that they did, Licensee anointed them, then they anointed one another.

c. On July 20, 2008, Licensee brought her minor daughter to attend religious services at the facility. After the service, Licensee went to her office to catch up on paperwork, and her daughter accompanied her.

6. Case No. 09-CT-0013.

a. On or about July 27, 2008, Licensee contacted the grandmother of a resident at Camelot of Kansas to report possible abuse/neglect of the resident by staff at Camelot. At the time of the contact, Licensee was no longer employed at Camelot of Kansas and was not the resident's therapist. Licensee did not contact the placing agency, TFI, with her concerns of abuse/neglect but did file a report with SRS after her employment with Camelot was terminated.

b. Licensee failed to report the termination of her employment to the Board.

7. Case No. 09-CT-0017.

a. On or about August 15, 2008, while investigating the previous two complaints, a Board Investigator visited a website belonging to Licensee. The website offers information about, as well as an advertisement for, Licensee's marriage counseling services.

b. Included on the website was a video in which Licensee advertises, ". . . If I can just get my couples to commit to the first three sessions then I can solve their problems and make a positive impact and get to that happy ending."

8. As a result of the investigation, a Preliminary Consent Agreement and Order was entered into between the Board and Licensee on May 11, 2009.
9. The Board finds that Licensee followed the requirements of the Preliminary Consent Agreement and Order.
10. The Complaint Review Committee has reviewed the psychological evaluation conducted by Dr. Peter Graham of Acumen Assessments.

VIOLATIONS

The Board finds that a preponderance of clear and convincing evidence establishes that Licensee, while a Licensed Clinical Marriage and Family Therapist, may have violated the following statutes and regulations:

- A. **K.S.A. 65-6408:**
 - (3) has violated a provision of the marriage and family therapists licensure act or one or more of the rules and regulations of the board;
 - (7) has been found guilty of unprofessional conduct as defined by rules and regulations established by the board.
- B. **K.S.A. 65-6410. Confidential information and communications.**
- C. **K.A.R. 102-5-12. Unprofessional Conduct.**
 - (b) Any of the following acts by . . . a marriage and family therapy licensee . . . shall constitute unprofessional conduct:
 - (2)(C) failing to notify the board, within a reasonable period of time, that the licensee has been terminated or asked to resign from employment for some form of misfeasance, malfeasance or nonfeasance.
 - (8) failure to recognize and appropriately respond when one's own personal problems interfere with professional judgment.
 - (19) revealing information regarding a client in the absence of an exception.
 - (20) failing to obtain informed consent before releasing information concerning a client to a third person, except as required or permitted by law.
 - (23) engaging in billing practices involving dishonesty, fraud, deceit or misrepresentation.
 - (32) guaranteeing that satisfaction or a cure will result from performing or providing any professional service.
 - (44) engaging in a dual relationship with a client.
 - (50) practicing marriage and family therapy in an incompetent manner.

However, Licensee and the Board mutually desire to enter a Consent Agreement and Order lieu of adjudicative proceedings to resolve the report of alleged violations.

WHEREFORE, Licensee waives all rights to an adjudication of facts and law which could be determined pursuant to a hearing conducted in accordance with the Kansas Administrative Procedure Act in relation to Case No. 08-CT-0048, Case No. 09-CT-0008, Case No. 09-CT-0013, and Case No. 09-CT-0017.

WHEREFORE, Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas Act for Judicial Review in relation to Case No. 08-CT-0048, Case No. 09-CT-0008, Case No. 09-CT-0013, and Case No. 09-CT-0017.

WHEREFORE, Licensee consents to continuation of her license under the following terms and conditions:

a. Licensee shall begin individual supervision with Mike Keller within 30 days of the date on the certificate of service of this Consent Agreement and Order. Licensee shall meet with Mr. Keller for one hour per week for two years. Licensee shall provide a copy of the four original complaints and the Acumen evaluation to Mr. Keller, shall authorize Mr. Keller to provide quarterly reports to the Board, and shall authorize Mr. Keller to contact the Board with any questions and to report any problems immediately. The focus of the supervision shall be dual relationships, boundaries and professional judgment.

b. Licensee shall complete 12 hours of formal, in-person continuing education with the focus on defining and setting professional boundaries, maintaining clear professional role definition, and avoiding dual relationships. Licensee shall provide a copy of her certificate of attendance to the Board within six months of the effective date of this Agreement. Such training shall be in addition to licensure requirements. It is recommended that Licensee obtain prior approval from the Board for each continuing education class to avoid wasting her time and money.

c. Licensee shall be responsible for any costs incurred in satisfying the terms of this Consent Agreement and Order.

d. Evidence of Licensee's breach, violation or failure to comply with any of the conditions will result in an order to appear and show cause why Licensee's license should not be suspended temporarily pending full compliance with this Consent Agreement and Order. At such show cause hearing, the issues will be limited to whether this Consent Agreement and Order has been violated and the appropriate sanction for such violation.

e. Licensee acknowledges that proof submitted to the Board by affidavit or other form of competent evidence that Licensee has breached, violated or failed to meet the conditions of this Consent Agreement and Order shall be good and sufficient evidence to support an alleged violation of breach, violation or non-compliance.

f. Licensee understands that a notification of this Consent Agreement and Order shall be provided to any other state licensing board if Licensee is also licensed, registered or certified in another state.

g. Licensee acknowledges an affirmative duty to notify the Board within five (5) days of any changes in personal or professional status which would inhibit compliance with any condition of this Consent Agreement and Order. In such event, a designee of the Board is authorized to modify or amend this Order in writing.

h. If the Board does not approve this Consent Agreement and Order, Licensee waives any right she may have to object to the composition of any subsequent hearing panel due to hearing panel members having knowledge of matters contained within this Consent Agreement and Order.

i. This Consent Agreement and Order constitutes the entire agreement between the Licensee and the Board and may be modified or amended only by written agreement signed by Licensee and the Board or a designee of the Board.

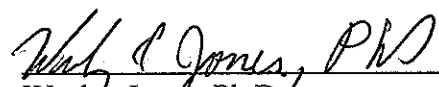
WHEREFORE, Licensee consents to the submission of this Consent Agreement and Order to the Board's Complaint Review Committee and understands that, upon approval of the Complaint Review Committee, this Consent Agreement becomes a final order of the Board. The Board has authorized the Complaint Review Committee to approve this Consent Agreement and Order.

WHEREFORE, the Board agrees that, so long as Licensee complies with the above conditions, the Board will not initiate further disciplinary action against Licensee in relation to the violations of K.S.A. 65-6408, K.S.A. 65-6410, and K.A.R. 102-5-12 listed above.

WHEREFORE, the Board further agrees that, upon determination of Licensee's compliance with the conditions stated herein, Licensee shall be unconditionally licensed as a Licensed Clinical Marriage and Family Therapist.

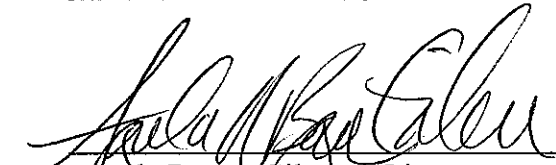
WHEREFORE, the provisions above are consented to and are hereby made the final order of the Kansas Behavioral Sciences Regulatory Board which become effective on the date indicated in the below Certificate of Service.

IT IS SO ORDERED.



Wesley Jones, Ph.D.
Chair, Complaint Review Committee


APPROVED AND CONSENTED TO:



Angela Bogue-Gilmore, Licensee

11-19-09

Date



Scott J. Gunderson, Esq.
Counsel for Licensee

11-19-09

Date

CERTIFICATE OF SERVICE

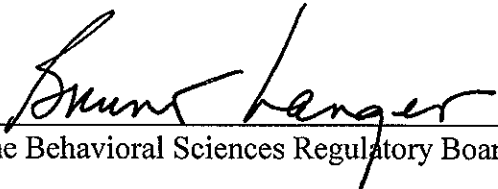
This is to certify that on this 15th day of December, 2009, a true and correct copy of the foregoing Consent Agreement and Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Scott J. Gunderson, Esq.
Nelson, Gunderson & Lacey
2420 North Woodlawn
Building 100, Suite K
Wichita, KS 67220.

Angela Bogue-Gilmore



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For the Behavioral Sciences Regulatory Board