

Marty M. Snyder, KS S Ct #11317
Assistant Attorney General
120 SW 10th Ave, Second Floor
Topeka, KS 66612-1597

BEFORE THE KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD

In the Matter of)
)
SARA A. MINGES,)
LPC #1961)
_____)

Case No. 09-PC-0090

CONSENT AGREEMENT AND ORDER

NOW, on this 15th day of September, 2011, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board (Board) by agreement of Sara A. Mingos (Licensee) and the Board for the purpose of resolving the above-captioned case. The Board appears by Marty M. Snyder, Assistant Attorney General, and Respondent Licensee appears by E. Dudley Smith, of the firm of Fisher, Patterson, Sayler and Smith, LLP.

Licensee hereby acknowledges that the Board has found the following allegations to have been made concerning Licensee, and the following responses to such allegations made by Licensee.

1. Licensee is currently and, at all times relevant, has been a Licensed Professional Counselor within the meaning of the Professional Counselors Licensure Act, K.S.A. 65-5801, *et seq.*, and amendments thereto.
2. Licensee completed play therapy certification on May 3, 2008. This certification requires 150 hours in play therapy training, 48 hours of play therapy supervision and 500 hours of play therapy services, and is recognized by the Association for Play Therapy.

3. On January 29, 2009, the Board received a report of information concerning Licensee's conduct, alleging Licensee may have violated Kansas statutes and regulations.

4. The Board conducted an investigation concerning Licensee's alleged violation of statutes and regulations. During the investigation, Licensee was informed of the reported information in June 2009 and was given the opportunity to respond to the allegations. Her response was received on August 6, 2009.

5. While Licensee was employed at the Mental Health Center of East Central Kansas, she was the primary therapist for two female children who resided with relative foster parents under DCCCA supervision.

6. In October of 2008, the foster parents requested a change in therapist because they felt Licensee had lost her objectivity because she involved the parents in some therapy sessions. Licensee denied she lost her objectivity and disagreed with the request but was reminded by her supervisor that the decision remained with the custodians. Licensee believed that her clinical observation supported some parental involvement in their children's therapy as their parental rights had not been severed at that time. Licensee states that she facilitated a meeting with all interested parties around October-November 2008 to identify the emotional and social needs of the two minor children, and obtained input from all interested parties.

7. Licensee met with the children for one transfer session. At that session, Licensee asked the children to identify which therapist they wanted to see in the future. Licensee states that her supervisor was not a Registered Play Therapist and had substantially less training in play therapy than Licensee (which he admitted). Licensee states she was not given an opportunity to consult with another clinical supervisor or to discuss her clinical rationale during the transition session, and that Association for Play

Therapy Best Practices require play therapists to recognize and respect the child as the primary client and inform the child of potential benefits and risks with services being provided.

8. Also at the transfer session, and against the wishes of one of the children and the specific instructions from the foster parents, Licensee informed the children about the status of their court case. Licensee contends one of the children asked her to provide that information, and that play therapists must recognize children have the right to participate in their treatment plans as appropriate to their developmental level (Best Practices).

9. On January 6, 2009, Licensee was told to cancel all client contact for a nine-day period and work from the Emporia office so she could resolve seriously delinquent paperwork from 2008. Licensee contends she was informed of this change in schedule during a meeting discussing disability accommodations, not work performance; that Licensee did not request this change in her work schedule and provided reasons to her supervisor and to Human Resources, as to the likelihood this would not be effective.

10. Licensee failed to arrive at work on time the next day and changed the agenda the following day without consulting management. Licensee contends it was later afternoon on January 6 when she was advised of cancelling client contact and reporting to work the next day in Emporia. Licensee had problems with her contact lenses, and emailed her supervisor from work at about 6:30 PM that she was going to schedule an appointment with her eye doctor the next morning. Her father took her to the eye doctor appointment the next morning, after which she drove from Lawrence (her home) to the Emporia office. On January 13, 2009, Licensee revealed that she had seen two clients and had others scheduled, contrary to the requirements that she have no client contact

until paperwork delinquencies were resolved. Licensee believed the two clients required therapy and they were not likely to seek mental health services elsewhere – one of them had previously attempted suicide. Licensee states she was not aware she would be disciplined or reprimanded for not following this change in her work schedule, as the Americans with Disabilities Act does not require individuals to accept ineffective accommodations.

11. TP 9-12-11
12. Licensee was terminated from employment on January 14, 2009, but failed to notify the Board. Licensee states that on January 12, 2009, two days prior to termination, Licensee filed a complaint against her supervisor/complainant with the Equal Employment Opportunity Council, for denying accommodation requests to meet paperwork expectations, failing to provide alternatives and requiring that she accept and adhere to an accommodation that would likely be ineffective and denying her access to accommodations previously approved. Licensee believed her termination was an act of retaliation.

The Board finds that probable cause exists to believe that Licensee, while a Licensed Professional Counselor, violated the following regulations:

K.A.R. 102-3-12a. Unprofessional Conduct.

(b) Any of the following acts by a licensed professional counselor . . . shall constitute unprofessional conduct:

(2) except when the information has been obtained in the context of confidentiality, failing to notify the board, within a reasonable period of time, that any of the following circumstances apply to any person regulated by the board . . ., including oneself:

(C) has been demoted, terminated, suspended, reassigned, or asked to resign from employment, or has resigned from employment, for some form of misfeasance, malfeasance, or nonfeasance;

(35) failing to maintain a record for each client that conforms to . . . minimal requirements;

(42) failing to terminate the professional counseling . . . services when it is apparent that the relationship no longer serves the client's needs or best interests;

However, Licensee and the Board mutually desire to enter a Consent Agreement in 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. 09-PC-0090.

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. 09-PC-0090.

WHEREFORE, Licensee agrees to the following terms and conditions:

(a) Licensee will write a 10 page paper on the subject of mental health therapy for minor children. The paper will be written within 6 months of this agreement.

(b) Licensee's practice shall be supervised for a period of one year. Licensee shall meet with her supervisor a minimum of one hour for ten hours of client contact, with the focus on the importance of proper and timely file documentation, accepting therapeutic boundaries, and participating in a team approach to therapy. The supervisor shall be board-approved, licensed at the independent practice level, and not a member of Licensee's current practice group. Licensee will provide a copy of the Consent Agreement to the supervisor and will authorize the supervisor to provide quarterly reports to Bruno Langer, Special Investigator for the Board.

(c) Licensee will attend five hours of continuing education on boundaries and limits of therapeutic relations and five hours of continuing education on teamwork. The continuing education classes shall be in person, not via internet. Licensee shall provide a

copy of her certificate(s) of attendance to the Board within one year of the effective date of this Agreement. Such continuing education shall be in addition to licensure requirements and shall be at Licensee's expense.

(d) Licensee shall be responsible for any costs and expenses incurred in satisfying the terms of this Consent Agreement.

(e) Evidence of Licensee's breach, violation or failure to comply with any of the conditions will result in a hearing, with notice and opportunity to be heard, to determine whether Licensee has in fact breached, violated or failed to comply with any conditions. Upon determination at such hearing that Licensee has breached, violated or failed to comply with any condition, Licensee understands and agrees that her Kansas Licensed Professional Counselor license could be suspended until such time as Licensee can demonstrate compliance with all terms and conditions of this Consent Agreement to the satisfaction of the Board.

(f) 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 shall be good and sufficient evidence to support an alleged violation of breach, violation or non-compliance.

(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. In such event, a designee of the Board is authorized to modify or amend this Consent Agreement in writing.

(h) 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.

(i) This Consent Agreement constitutes the entire agreement between 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 by the Complaint Review Committee, this Consent Agreement and Order will become a Final Order of the Board. The Board has authorized the Complaint Review Committee to determine approval of 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 violations of K.A.R. 102-3-12a as a result of this proceeding.

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

IT IS SO ORDERED this 12th of September, 2011.



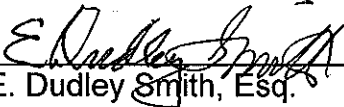
Terry Pfannenstiel, Chairman
BSRB Complaint Review Committee

APPROVED AND CONSENTED TO:

Sara A. Minges
Sara A. Minges, Licensee

9/12/11
Date

APPROVED:

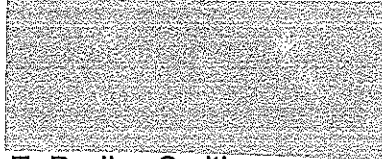

E. Dudley Smith, Esq.
Counsel for Respondent / Licensee

9-12-11
Date

CERTIFICATE OF SERVICE

This is to certify that on this 12th day of September, 2011, a true and correct copy of the above and foregoing Consent Agreement and Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Sara A. Minges



E. Dudley Smith
Fisher, Patterson, Saylor and Smith, LLP
9393 West 110th Street, Suite 300
Building 51, Corporate Woods
Overland Park, Kansas 66210

Marty M. Snyder
Assistant Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612



For the Board