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Assistant Attorney General  
Office of the Kansas Attorney General  
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Topeka, KS 66612-1597

**BEFORE THE KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD**  
**700 SW Harrison Street, Suite 420**  
**Topeka, Kansas 66608-8929**

In the Matter of )  
JENNI M. BAKER, LCP ) Case No. 21-CP-0023  
License No. 922 )  
)  
Respondent/Licensee.\_\_\_\_\_)

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this 4 day of June, 2021, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board ("Board") by and through Assistant Attorney General Jane E. Weiler on behalf of the Board, and by agreement of Jenni M. Baker, ("Licensee"), by and through her attorney of record, Tim Pringle of Eschmann & Pringle, P.A., for the purposes of resolving the above-captioned matter.

The parties knowingly and voluntarily agree as follows:

1. On May 12, 2009, the Board issued Licensee an original Licensed Clinical Psychotherapist ("LCP") No. 922. This license expires on May 31, 2021. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LCP within the meaning of the laws relating to regulation of licensed clinical psychotherapists, K.S.A. 74-5361 *et seq.*
2. On or about July 20, 2020, a Report of Alleged Violation was received by the Board alleging Licensee may have violated certain statues and regulations governing the practice of licensed clinical psychotherapists in the State of Kansas.
3. From approximately May 22, 2019, through October 7, 2019, Licensee provided counseling services to "Echo" (name changed to protect identity).

4. In June 2020, Licensee was getting food from the same food establishment where Echo worked. Licensee experienced some issues with this food establishment. Licensee called to this food establishment related to this issue. At some point during her calls, she talked to Echo. Following this incident, Licensee contacted Echo via Facebook, and left a private message for Echo.

5. Licensee also contacted Echo's father to discuss the fees still owed for the counseling she provided to Echo. Echo's father did send to Licensee the money for the outstanding fees still owed to Licensee.

### APPLICABLE LAW

6. K.S.A. 74-5361(d): Licensed clinical psychotherapist" means a person licensed by the board under this act who engages in the independent practice of master's level psychology including the diagnosis and treatment of mental disorders specified in the edition of the diagnostic and statistical manual of mental disorders of the American psychiatric association designated by the board by rules and regulations.

7. K.S.A. 74-5369(a)(9): The board may refuse to issue, renew or reinstate a license, may condition, limit, revoke or suspend a license, may publicly or privately censure a licensee or may impose a fine not to exceed \$1,000 per violation upon a finding that a licensee or an applicant for licensure has been found to have engaged in unprofessional conduct as defined by applicable rules and regulations adopted by the Board. Specifically, K.A.R. 102-4-12(b)(47): engaging in a dual relationship with a client, student, or supervisee.

8. Licensee and the Board mutually desire to enter into this Consent Agreement and Final Order in lieu of further summary and adjudicative proceedings.

9. Licensee understands that by entering into this Consent Agreement and Final Order Licensee waives all rights to further adjudication of facts and law that could be determined pursuant to summary proceedings or a hearing conducted in accordance with the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.* in relation to Case No. 21-CP-0023.

10. Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas Act for Judicial Review, K.S.A. 77-601 *et seq.* in relation to Case No. 21-CP-0023.

11. The Board accepts Licensee's waiver of rights and stipulations.

## ORDER

**WHEREFORE**, the Board finds that the above facts have been established by clear and convincing evidence; and further finds that Licensee was in violation of K.S.A. 74-5369 (a)(9), as defined in K.A.R. 102-4-12(b)(47), in that Licensee engaged in a dual relationship when she used social media to contact her former client, and she contacted the father of her former client.

**AND WHEREAS** Licensee and the Board mutually desire to enter into a Consent Agreement and Final Order in lieu of further adjudicative proceedings to resolve the reported violations.

**NOW THEREFORE**, Licensee consents to the following terms and conditions, and the Board orders that:

12. Licensee shall practice only under individual supervision by an independent clinical-level supervisor to be approved by the Board. There shall be no dual relationship with the supervisor. Licensee shall have one (1) hour meetings every other week with her supervisor in a face to face manner. The focus shall be related to all areas of dual relationships, and boundaries. This requirement shall continue for one (1) year.

13. Within thirty (30) days of the effective date of this Consent Agreement and Final Order; or if Licensee is not currently working using her LCP license and prior to the beginning of using her LCP license, Licensee shall submit to the Board's investigator the name of her proposed supervisor.

14. Licensee shall provide a copy of this Consent Agreement and Final Order to the supervisor and authorize the supervisor to provide written quarterly reports to the Board's Investigator for the one (1) year term of supervision. There shall be a minimum of four (4) quarterly reports (every three [3] months) submitted to the Board's investigator during this one (1) year supervision timeframe.

15. Licensee must notify the Board's Investigator within ten (10) days of a change in her employment and/or address change.

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

17. Additionally, Licensee shall obtain six (6) extra continuing education hours in Ethics beyond the biennial requirement, taken in-person or on-line within six (6) months of the effective date of this Consent Agreement and Final Order. These additional continuing education hours shall include, but not limited to, setting boundaries and dual relationships.

18. These hours shall be in addition to those continuing education hours required for renewal of license.

19. All foreseen and unforeseen expenses to complete the aforementioned course(s) including travel, lodging, program fee, meals, etc., shall be at Licensee's own expense.

20. Licensee shall all submit to the Board's investigator at its offices located at 700 SW Harrison St, Suite 420, Topeka, Kansas, 66603, any and all documents evidencing compliance with the terms and conditions required by this Consent Agreement and Final Order.

21. After completion of the actions set out in the Consent Agreement and Final Order, Licensee will have no remaining obligations to the Board in relation to this case. However, Licensee may be subject to further enforcement action if Licensee fails to comply with the terms, conditions, and requirements imposed by this Consent Agreement and Final Order.

22. The matters referred to in this Consent Agreement and Final Order shall not be grounds for future action against Licensee, except the extent that that such matters may be relevant for future disciplinary or licensure proceedings in the Board's consideration of the factors identified in K.S.A. 74-5365 [Application and renewal fee, nonrefundable; evidence required; continuing education; notice of address change], and K.S.A. 74-5369 [Grounds for denial, suspension, limitation, condition, revocation or nonrenewal of license; procedure; judicial review; licensure of applicant with felony conviction, requirements], for establishing rehabilitation or a pattern of conduct.

23. Except as provided in paragraph 22, this Consent Agreement and Final Order shall operate as a complete release of all claims the parties may have against each other pending before the Board and arising out of the Board's investigation of these matters. Licensee agrees not to file, or cause to be filed, any litigation or claims in any federal or state court of law or federal or state administrative agency against the Board, its agents, Board members, or employees, individually or in their official capacity. Such litigation or claims include, but are not limited to, any K.S.A. Chapter 60 or Chapter 61 civil action regarding negligence and/or a 42 United States Code action and/or any administrative petition for redress. Licensee agrees that all actions in this matter were a bona fide use of administrative discretion on the part of the Board, its members, and employees, which is a statutory exception to liability within the Kansas Tort Claims Act, K.S.A. 75-6104(b), (c) or (e).

24. Licensee agrees that this Consent Agreement and Final Order conforms to Kansas and federal law and that the Board has jurisdiction to enter into it and enter the Final Order provided for herein.

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

26. This Consent Agreement and Final Order shall be a public record in the custody of the Board.

27. This Consent Agreement and Final Order constitutes the entire agreement of the parties and may only be modified by order of the Board or by a subsequent writing signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

28. This Consent Agreement and Final Order shall become effective on the date indicated in the Certificate of Service.

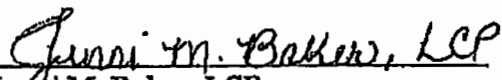
WHEREFORE, the parties consent to these provisions, which are hereby made the Final Order of the Kansas Behavioral Sciences Regulatory Board in the above-captioned case.

IT IS SO ORDERED.

Dated this 3<sup>rd</sup> day of June 2021.

  
Chairperson, Complaint Review Committee  
On behalf of Kansas Behavioral Sciences  
Regulatory Board

AGREED AND CONSENTED TO BY:

  
Jenni M. Baker, LCP  
Licensee/Respondent

5-14-21  
Date

  
Tisa Pringle # 11622  
Attorney for Licensee/Respondent

5/14/21  
Date

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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 4 day of June 2021, by depositing the same in the United States mail, postage prepaid, addressed to:

Tim Pringle  
*Attorney for Licensee/Respondent*  
Eschmann & Pringle, P.A.  
310 SW 33<sup>rd</sup> Street  
Topeka, KS 66611

and by email to: [jane.weiler@ag.ks.gov](mailto:jane.weiler@ag.ks.gov)

Jane E. Weiler, Esq.  
Assistant Attorney General  
*Disciplinary Counsel for the Board*

  
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For the Kansas Behavioral Sciences  
Regulatory Board