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**BEFORE THE KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD  
700 SW Harrison Street, Suite 420  
Topeka, Kansas 66603-3929**

In the Matter of )  
TRICIA D. BLATCHFORD, LP )  
LP License No. 1752 ) Case No. 21-LP-0070  
Respondent/Licensee. \_\_\_\_\_ )

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this 14 day of September, 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 Tricia D. Blatchford, ("Licensee"), for the purposes of resolving the above-captioned matter.

The parties knowingly and voluntarily agree as follows:

1. On August 20, 2018, the Board issued Licensee an original Licensed Psychologist ("LP") No. 1752. Licensee is currently, and was at all times relevant, an LP within the meaning of the Kansas Licensure of Psychologists Act, K.S.A. 74-5301, *et seq.*, and amendments thereto.
2. On or about December 14, 2020, the Board received a Report of Alleged Violation alleging Licensee may have violated certain statues and regulations governing the practice of licensed psychologists in the State of Kansas.
3. From March 2020 through approximately November 2020, Licensee provided professional services to her client, Complainant.
4. During this timeframe, Licensee sent to Complainant numerous texts messages that were personal in nature, such as pictures of Complainant's house, her cat, and pictures from her vacation.

5. Additionally, Licensee's texts to Complainant included statements such as, "I adore you".

6. Licensee repeatedly told Complainant that she could contact her at any time. Complainant experienced a crisis, and attempted to contact Licensee by many text and telephone calls for ten days. After ten days, Licensee contacted Complainant and told her she did not answer any telephone calls or text messages during these ten days.

7. In another instance, when Complainant was arriving for an appointment, another client of Licensee was leaving the office. Several months later, Licensee called and told Complainant that she saw this same client again regarding the client's eating disorder.

### **APPLICABLE LAW**

8. Pursuant to K.S.A. 74-5302(a): "Practice of psychology" means the application of established principles of learning, motivation, perception, thinking and emotional relationships to problems of behavior adjustment, group relations and behavior modification, by persons trained in psychology. The application of such principles includes, but is not restricted to, counseling and the use of psychological remedial measures with persons, in groups or individually, having adjustment or emotional problems in the areas of work, family, school and personal relationships; measuring and testing personality, intelligence, aptitudes, public opinion, attitudes and skills; the teaching of such subject matter; and the conducting of research on problems relating to human behavior, except that in all cases involving the care of the sick and ill as defined by the laws of this state, the primary responsibility devolves upon those licensed under the Kansas healing arts act. The practice of psychology includes 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. If a licensed psychologist cannot make an independent diagnosis of a mental disorder, such psychologist shall consult with the client's primary care physician or psychiatrist to determine if there may be a medical condition or medication that may be causing or contributing to the client's symptoms of a mental disorder. A client may request in writing that such consultation be waived and such request shall be made a part of the client's record. A licensed psychologist may continue to evaluate and treat the client until such time that the medical consultation is obtained or waived.

9. Pursuant to K.S.A. 74-5324(a)(5): 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 a license has violated a provision of

the licensure of psychologists act of the state of Kansas or one or more rules and regulations of the Board. Specifically:

- a. K.A.R. 102-1-10a(a)(2): Practicing psychology in an incompetent manner... performing professional services that are inconsistent with the licensee's education, training, or experience;
- b. K.A.R. 102-1-10a(c)(3): Engaging in harmful dual relationships... exercising undue influence over any client;
- c. K.A.R. 102-1-10a(f)(6): Ignoring client welfare... failing to arrange for another psychologist or other appropriately trained mental health professional to be available to handle clinical emergencies if the psychologist anticipates being unavailable for a significant amount of time; and
- d. K.A.R. 102-1-10a(g)(2): Failing to protect confidentiality... revealing any information regarding a client or failing to protect information contained in a client's records...

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

11. 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-LP-0070.

12. 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-LP-00LP.

13. 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. 74-5324(a)(5), as defined in K.A.R. 102-1-10a(a)(2), in that Licensee performed professional services that are inconsistent with her training, education or experience when Licensee entered into a dual relationship with Complainant when she sent Complainant numerous text messages that contained too much personal information.

Further, the Board finds that Licensee was in violation of K.S.A. 74-5324(a)(5), as defined in K.A.R. 102-1-10a(c)(3), in that Licensee exercised undue influence over

her client when she to Complainant text messages, and included statements like “I adore you”.

Additionally, the Board finds that Licensee was in violation of K.S.A. 74-5324(a)(5), as defined in K.A.R. 102-1-10a(f)(6), in that Licensee failed to arrange for another mental health professional to be available when Licensee was unavailable for ten days.

Lastly, the Board finds that Licensee was in violation of K.S.A. 74-5324(a)(5), as defined in K.A.R. 102-1-10a(g)(2), when Licensee called Complainant and told about a client’s return visit related to an eating disorder.

**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:

14. Licensee shall practice only under individual supervision by an independent clinical-level supervisor to be approved by the Board if employed using her LP license. There shall be no dual relationship with the supervisor. Licensee shall have weekly one (1) hour meetings with her supervisor in a face to face manner. The focus shall be related to dual relationships, professional boundaries, and professional responsibility. This requirement shall continue for two (2) years.

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

16. 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 two (2) year term of supervision. There shall be a minimum of eight (8) quarterly reports (every three [3] months) submitted to the Board’s investigator during this two (2) year supervision timeframe.

17. During the time this Consent Agreement and Final Order is in effect, Licensee shall not serve as a supervisor to any person actively using a license regulated by the Board in a position in which such license is required. In addition, Licensee shall not engage in the provision of clinical supervision to any person attaining supervised experience in preparation by the Board. Finally, Licensee shall not supervise any unlicensed person, including students or volunteers, when such persons are engaged in the delivery of professional counseling services.

18. Licensee shall receive individual therapy until the therapist concludes the process is complete or that therapy is no longer needed. Licensee shall provide the name of her therapist to the Board within thirty (30) days of the effect date of the Consent Agreement and Final Order, along with a release from the therapist for reports. Licensee shall ensure that her therapists submits to the Board's investigator quarterly reports until the therapist deems therapy is no longer needed.

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

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

21. Licensee shall 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.

22. 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.

23. 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. 65-6313 [Licenses; effective and expiration dates; renewal; continuing education; safety awareness training; reinstatement; duplicate; notice of change of address], and K.S.A. 65-6311 [Grounds for suspension, limitation, condition revocation or refusal to issue or renew license; procedure; licensure of applicant with felony conviction, requirements.

24. Except as provided in paragraph 23, 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).

25. 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.

26. 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.

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

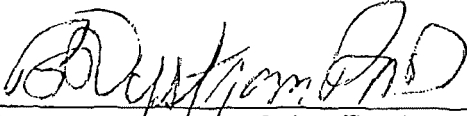
28. This Consent Agreement and Final Order constitutes the entire agreement of the parties and may only be modified by order of the Board or by a subsequent writing signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

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

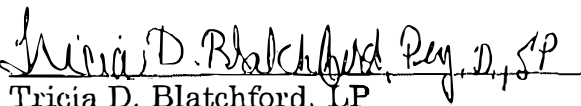
**WHEREFORE**, the parties consent to these provisions, which are hereby made the Final Order of the Kansas Behavioral Sciences Regulatory Board in the above-captioned case.

**IT IS SO ORDERED.**

Dated this 9 day of September 2021.

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

**AGREED AND CONSENTED TO BY:**

  
\_\_\_\_\_  
Tricia D. Blatchford, LP  
Respondent/Licensee

09/09/2021  
\_\_\_\_\_  
Date

## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 14 day of September 2021, by depositing the same in the United States mail, postage prepaid, addressed to:

Tricia D. Blatchford, LP



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*

Cindy Dindle  
For the Behavioral Sciences  
Regulatory Board