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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 )  
PHILLIP D. HAUSE, LPC ) Case No. 21-PC-0017  
License No. 2260 )  
)  
Licensee/Respondent. )

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this ~~27~~<sup>7</sup> day of ~~April~~<sup>June</sup>, 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 Phillip D. Hause, ("Licensee"), for the purposes of resolving the above-captioned matters.

The parties knowingly and voluntarily agree as follows:

1. On May 18, 2011 the Board issued Licensee an original Licensed Professional Counselor ("LPC") No. 2260. This license will expire on May 31, 2021. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LPC within the meaning of the Kansas Professional Counselors Licensure Act, K.S.A. 65-5801 *et seq.*

2. On or about August 14, 2020, the Board received a Report of Alleged Violation alleging Licensee may have violated certain statues and regulations governing the practice of licensed professional counselors in the State of Kansas.

3. From August 2015 through August 2020, Licensee was employed as a Lead Therapist to students at a local university. During this time, Licensee provided practicum supervision to an intern "James" (name changed to protect identity).

4. At times, Licensee would meet with James in person related to this supervision. James reported to Licensee that he had recently disclosed to his family that he was homosexual.

5. During one of the practicum supervision sessions, Licensee admitted in his response to the Board that he allowed James to curl up next to Licensee for the 45-minute session. Licensee also admitted that he did rub his shoulders, and he also gave James a facial rub. Additionally, Licensee admitted to hugging James at the end of sessions.

6. Licensee and James texted back and forth for a few days following the cessation of the supervisor-supervisee role. In these text messages, Licensee texted, in part:

- a. "It was great to be with you and to comfort you! Since I am not your supervisor – let's be friends! (smiling face emoticon)"
- b. "Hey there! There are times when I go to a park - trees and water - have lunch and enjoy outside! That is a great place for a hug!! (hug emoticon)"
- c. "Great! Our time today was wonderful! Can't wait to see you tomorrow! (heart emoticon)"

7. James reported to another supervisor at this university about the incidents that occurred when Licensee was his supervisor, and he reported these incidents because Licensee had made him feel uncomfortable.

8. On or about August 20, 2020, the Board sent to Licensee notice of this complaint. This notice was returned to the Board with no forwarding information. Eventually, the Board was able to locate Licensee's work address, and sent to him notice of this complaint. Licensee had not updated his permanent address with the Board.

#### APPLICABLE LAW

9. K.S.A. 65-5806(d): Within 30 days after any change of permanent address, a licensee shall notify the board of such change.

10. K.S.A. 65-5809(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:

- a. K.A.R. 102-3-12a(b)(25): making sexual advances toward or engaging in physical intimacies or sexual activities with one's client, student, directee, or supervisee;
- b. K.A.R. 102-3-12a(b)(27): exercising undue influence over any client, student, directee, or supervisee, including promoting sales of services or goods, in a manner that will exploit the client, student, directee, or supervisee for the financial gain, personal gratification, or advantage of oneself or a third party; and
- c. K.A.R. 102-3-12a(b)(46): engaging in a dual relationship with a client, student, or supervisee.

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

12. 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-PC-0017.

13. 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-PC-0017.

14. 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. 65-5806(d) in that Licensee failed to notify the Board of his change of permanent address.

In addition, 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. 65-5809(a)(9), as referenced in K.A.R. 102-3-12a(b)(25), K.A.R. 102-3-12a(b)(27), and K.A.R. 102-3-12a(b)(46) in that Licensee engaged in conduct perceived by his supervisee as sexual intimacies. Further, that Licensee exercised undue influence and enter into a dual relationship with his supervisee by this same conduct.

**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:

15. Licensee shall practice only under individual supervision by a clinical-level supervisor, to be approved by the Board if employed using his LPC license. There shall be no dual relationship with this supervisor. Licensee shall have weekly one (1) hour meetings with the supervisor in a face to face manner. The focus shall include, but not limited to, appropriate personal/professional boundaries, sexual advances towards supervisees, and dual relationships. This requirement shall continue for two (2) years.

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

17. 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 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.

18. 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.

19. Hours of supervision attained by Licensee pursuant to this Consent Agreement and Final Order shall not count/accrue toward any supervised experience hours required for a higher level of licensure.

20. Additionally, Licensee shall obtain six (6) extra continuing education hours in Ethics beyond the biennial requirement, taken in-person or on-line within one-hundred eighty (180) days of the effective date of this Consent Agreement and Final Order. These additional continuing education hours shall include, but not limited to, appropriate personal/professional boundaries, sexual advances towards supervisees, and dual relationships.

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

22. 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.

23. 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.

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

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

26. 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.

27. 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.

28. 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. 65-5806 [Licensure; expiration and renewal; continuing education; reinstatement of suspended or revoked license], and K.S.A. 65-5809 [Refusal to issue, suspension, limitation, refusal to renew or revocation of license or specialty designation; grounds], for establishing rehabilitation or a pattern of conduct.

29. Except as provided in paragraph 28, 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).

30. 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.

31. 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.

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

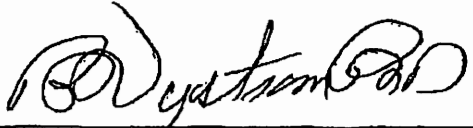
33. This Consent Agreement and Final Order constitutes the entire agreement of the parties and may only be modified by order of the Board or by a subsequent writing signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

34. 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.

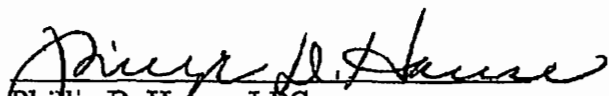
IT IS SO ORDERED.

Dated this 6<sup>th</sup> day of June 2021.



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


AGREED AND CONSENTED TO BY:

  
Phillip D. Hause, LPC  
Licensee

May 3, 2021  
Date

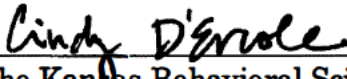
**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing ~~Consent Agreement and Final Order~~ was served on this 7 day of June 2021, by depositing the same in the United States mail, postage prepaid, addressed to:

Phillip D. Hause, LPC  


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