

Jane E. Weiler, #25276  
Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Avenue, Second Floor  
Topeka, KS 66612-1597

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

In the Matter of )  
NANCY R. LUBER, LSCSW )  
LSCSW License No. 2499 ) Case No. 20-CS-0051  
)  
Respondent/Licensee. )

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this 15 day of December, 2020, 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 Nancy R. Luber, ("Licensee"), by and through her attorney of record, Brian L. Burge of Sanders, Warren, Russell & Scheer, for the purposes of resolving the above-captioned matter.

The parties knowingly and voluntarily agree as follows:

1. On November 18, 2004, the Board issued Licensee an original Licensed Specialist Clinical Social Worker ("LSCSW") No. 2499. This license expires on November 30, 2020. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LSCSW within the meaning of the laws relating to regulation of social workers, K.S.A. 65-6301 *et seq.*

**CASE NO. 20-CS-0051**

2. On or about September 24, 2019, the Board received a Report of Alleged Violation alleging Licensee may have violated certain statues and regulations governing the practice of licensed specialist clinical social workers in the State of Kansas.

3. Starting in October 2016, Licensee provided counseling sessions for her client, Mr. Bravo [phonetic alphabet used to protect the client's identity].

4. On or about April 9, 2019, Licensee documented in her Clinical Narrative Record that she offered to loan Mr. Bravo money for him to pay the first month's rent for new living arrangements until he had money available. Further, Mr. Bravo accepted the loan, and he agreed that it would be best to tell his sister about the arrangement so that the family was aware of the loan.

5. Licensee reported that she loaned Mr. Bravo \$4,260.00 on approximately April 9, 2019. Licensee did not include in her Clinical Narrative Record the amount of money that she loaned to her client.

6. On or about April 16, 2019, Licensee documented in her Clinical Narrative Record that she transported Mr. Bravo to the bank where he deposited the check from the money that he was anticipating. Licensee also documented that once the money was available, Mr. Bravo intended to write Licensee a check to pay the money back.

7. Licensee did not document in her Clinical Narrative Record when Mr. Bravo repaid her for the loan she extended to him on April 9, 2019, or how much Mr. Bravo paid to Licensee following this loan.

8. In her response to the Board, Licensee reported that she has not loaned any money to other clients.

#### APPLICABLE LAW

9. K.S.A. 65-6302(b): "Social work practice" means the professional activity of helping individuals, groups or communities enhance or restore their capacity for physical, social and economic functioning and the professional application of social work values, principles and techniques in areas such as psychotherapy, social service administration, social planning, social work consultation and social work research to one or more of the following ends: Helping people obtain tangible services; counseling with individuals, families and groups; helping communities or groups provide or improve social and health services; and participating in relevant social action. The practice of social work requires knowledge of human development and behavior; of social, economic and cultural institutions and forces; and of the interaction of all these factors. Social work practice includes the teaching of practicum courses in social work and includes the diagnosis and treatment of mental disorders as authorized under K.S.A. 65-6306 and 65-6319, and amendments thereto.

10. K.S.A. 65-6311(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 license 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. 102-2-7(j): offering to perform or performing services clearly inconsistent or incommensurate with one's training, education, or experience with accepted professional standards for social work.
- b. K.A.R. 102-2-7(aa): exercising undue influence over any client, supervisee, or student, including promoting sales of services or goods, in a manner that will exploit the client, supervisee, or student for the financial gain, personal gratification, or advantage of oneself or a third party.
- c. K.A.R. 102-2-7(tt): engaging in a dual relationship with a client, supervisee, or student.

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. 20-CS-0051.

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. 20-CS-0051.

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. 65-6311(a)(9), as defined in K.A.R. 102-2-7(j), in that Licensee performed services clearly inconsistent or incommensurate with her training, education or experience or with accepted professional standards when Licensee provided financial assistance to a client.

The Board also finds that Licensee was in violation of K.S.A. 65-6311(a)(9), as defined in K.A.R. 102-2-7(aa), in that Licensee exercised undue influence over her client when she loaned him \$4,260.00, which may have exploited the client for the personal gratification of Licensee.

In addition, the Board finds Licensee was in violation of K.S.A. 65-6311(a)(9), as defined in K.A.R. 102-2-7(tt), in that Licensee established a dual relationship with her client when she provided financial assistance to a 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:

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

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

18. During the time this Consent Agreement and Final Order is in effect, Licensee shall not serve as a supervisor to any person licensed by the Board, any person attaining supervised experienced in preparation for licensure by the Board, or any unlicensed person, including students or volunteers, who participate in the delivery of professional counseling services.

19. Licensee must notify the Board's Investigator within ten (10) days of a change in his 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

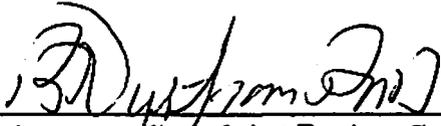
signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

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.

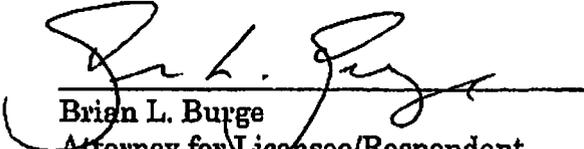
Dated this 8<sup>th</sup> day of December 2020.

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

AGREED AND CONSENTED TO BY:

  
\_\_\_\_\_  
Nancy R. Lubber, LSCSW  
Respondent/Licensee

12-2-20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brian L. Burge  
Attorney for Licensee/Respondent

12-7-20  
\_\_\_\_\_  
Date

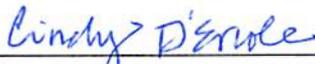
## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 15 day of December 2020, by depositing the same in the United States mail, postage prepaid, addressed to:

Brian L. Burge  
*Attorney for Licensee/Respondent*  
40 Corporate Woods  
9401 Indian Creek Parkway, Suite 1250  
Overland Park, KS 66210

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*

  
\_\_\_\_\_  
For the Behavioral Sciences  
Regulatory Board