

BEFORE THE BEHAVIORAL SCIENCES REGULATORY BOARD

In the Matter of)
)
CONNIE UNREIN DULOHERY,)
LCAC #253, LSCSW #1513,)
Respondent)

RECEIVED
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BY: _____

Case No. 15-CA-121

CONSENT AGREEMENT AND ORDER

NOW, on this 15 day of June, 2016, the above-captioned matter comes before the Kansas Behavioral Sciences Regulatory Board [Board], by and through Assistant Attorney General Marty M. Snyder, by agreement with Connie Unrein Dulobery [Respondent / Licensee], by and through counsel Brian Burge, Sanders, Warren & Russell, LLP, and the Board for the purpose of resolving the above-captioned case.

Licensee hereby acknowledges the following:

1. Connie Unrein Dulobery, at all times relevant, has been a Licensed Clinical Addictions Counselor within the meaning of the Addictions Counselor Licensure Act, K.S.A. 65-6601, *et seq.*, and amendments thereto. She has also, at all times relevant, been a Licensed Specialist Clinical Social Worker within the meaning of the Kansas Social Worker Licensure Act, K.S.A. 65-6301, *et seq.*, and amendments thereto.
2. On April 1, 2015, the Board received a report of information concerning Licensee's conduct, alleging Licensee may have violated certain statutes and regulations governing the practice of addictions counseling in Kansas.
3. The Board conducted an investigation concerning Licensee's alleged violation of statutes and regulations. During the investigation, Licensee was informed of

the reported information and was given the opportunity to respond to the allegations. She provided timely written responses through counsel.

4. As a result of the investigation, the Board finds that the following facts, though disputed in large part by the Licensee, have been established by a preponderance of the evidence:

a. Complainant MT was court-ordered to attend outpatient treatment as part of a Diversion Agreement [Exhibit 1] on marijuana charges effective April 1, 2014. She contacted Licensee's clinic, Stonecrest, on April 24, 2014 and scheduled her first appointment for May 14, 2014.

b. Among the Diversion Agreement special conditions is "2) She successfully complete Outpatient Treatment Counseling followed by Aftercare and verify to CSO [court services officer] NLT [no later than] 8/1/14."

c. Her first appointment with Licensee was May 14, 2014. At that intake appointment the office manager [Licensee's husband Scott Duloher] took her medical history and went over a copy of Stonecrest's written policies regarding Treatment Expectations and Client Rights. Included within the Treatment Expectations was the requirement that clients keep appointments as scheduled. The policy provided that a client is subject to a \$25 fee for any appointment cancelled less than 24 hours in advance of a scheduled session. [Exhibit 2].

d. Between May 14 and July 23, MT participated in four counseling sessions as scheduled with Licensee. All fees were paid without dispute. Following the July session, MT requested Licensee to confirm her completion of outpatient care in writing to the court services officer. At the time, Licensee did

not feel that MT had fully met the requirements of the diversion agreement for outpatient counseling but was willing to write a letter of progress to the court services officer verifying MT's ongoing participation in outpatient counseling. MT was scheduled for a follow up session on August 20, 2014.

e. Although Licensee was not entirely in agreement that all steps had been taken to correct MT's substance abuse condition, she wrote a letter to MT's diversion officer dated August 19, 2014 verifying that the minimum outpatient counseling requirement of MT's diversion agreement had been fulfilled, but that MT needed to complete her aftercare requirements in the form of comprehensive AA or NA involvement. The letter was faxed to MT's probation officer the morning of August 20, 2014. [Exhibit 3]. Later that same day, MT and Licensee met for a follow up counseling session during which the letter was reviewed in detail. MT was also provided with a copy of the letter that had been sent to her court services officer.

f. As described in the correspondence dated August 19th, the release letter to the probation officer discussed Licensee's continuing recommendation that MT complete required aftercare through comprehensive AA or NA involvement. Licensee had previously provided MT with the name of a local registered nurse to contact. Licensee further recommended that MT obtain a sponsor for her aftercare.

g. Licensee claims she verbally advised MT at the August 20th session that if no counseling visits occurred for more than 90 days, her chart would be closed and there would be an \$80 fee to re-open the file if MT was seen again. However, that term was not included in the clinic's patient information forms.

Licensee contends there is a progress note documenting that this verbal information was given to MT on August 20th.

h. After attending AA meetings for approximately six months, and under the mistaken impression that she still needed Licensee's written confirmation of completion of the Diversion Agreement, MT scheduled an appointment with Licensee for February 10, 2015. The day before the appointment Mr. Duloherly called to confirm the counseling session with MT but change its time. At that time, MT rescheduled the date, as she was low on money. Mr. Duloherly rescheduled the date for two weeks later, but did not advise MT there would be a \$25 cancellation fee for the late notice.

i. When Mr. Duloherly called to confirm the rescheduled appointment, he informed MT of the \$80 fee to re-open her chart, as well as the \$25 late cancellation fee, for a total of \$105 that would be due for the counseling session.

j. MT disputed the charges for the late cancelation and chart re-opening fee and cancelled the appointment. She also threatened to file a complaint against Licensee for unethical practices.

k. MT filed a complaint under the mistaken belief that her successful Diversion Agreement with the court was dependent on Licensee's report regarding Aftercare and that Licensee's strict fee policies on re-opening the file and cancellation of appointments had not been adequately communicated to her during counseling. MT also contends it was Stonecrest that actually had initiated the call to change the February appointment, an allegation strongly denied by Licensee since the call from Mr. Duloherly was intended to confirm the appointment, although he also attempted to change the time.

5. Despite the disputed nature of some facts underlying MT's complaint, the Complaint Review Committee of the Board believes there is probable cause that Licensee has violated the following statutes and regulations:

A. K.S.A. 65-6615 (g).

B. K.A.R. 102-7-11-- Unprofessional Conduct.

Each of the following acts shall be considered unprofessional conduct for a ... licensed clinical addiction counselor:

- (t) engaging in professional activities, including billing practices ... , involving dishonesty, ... deceit or misrepresentation;

Licensee disputes and denies that she has violated any of the provisions listed above; however, Licensee and the Board mutually desire to enter a Consent Agreement and Order 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. 15-CA-121.

WHEREFORE, Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas Judicial Review Act in relation to Case No. 15-CA-121.

WHEREFORE, the Board and Licensee agree that Licensee's LCAC license shall be suspended for one year from the effective date of this Agreement, but the suspension shall be **stayed** subject to the following terms and conditions:

(a) Licensee shall practice under supervision for one year by a board-approved clinical level Supervisor and shall meet for at least one hour in person and one hour by phone per month for supervision. The focus of the supervision shall be on the topics of ethical boundaries, managing vulnerable clients and professional office

practice, among other topics as may be determined by Supervisor. Licensee shall provide her Supervisor with a copy of this Consent Agreement and Order, and the Supervisor shall provide monthly progress reports to the Board's investigator for the period of supervision.

(b) After six months of supervision compliance, Licensee may request an Order modifying this Consent Agreement and Order to terminate the final six months of supervision. The Complaint Review Committee shall consider information submitted by Licensee and her Supervisor as well as any information provided by the Board's Investigator and may or may not order the remainder of the stayed suspension to be vacated.

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

(d) Evidence of Licensee's breach, violation or failure to comply with any of the conditions may result in suspension of Licensee's Kansas Clinical Addictions Counselor license until such time as Licensee can demonstrate compliance with all terms and conditions of this Consent Agreement and Order to the satisfaction of the Board.

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

(f) 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 and as otherwise required by law.

(g) This Consent Agreement and Order 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.S.A. 65-6615 (g) and K.A.R. 102-7-11 (t) 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.


Terry Pfannenstiel
Chair, Complaint Review Committee

APPROVED AND CONSENTED TO:

Connie Unrein Dulohery
Connie Unrein Dulohery, LCAC, LSCSW
Licensee / Respondent

6-9-16
Date

REVIEWED BY:

Brian Burge, Esq.
Brian Burge, Esq.
Counsel for Licensee / Respondent

6-10-16
Date

CERTIFICATE OF SERVICE

This is to certify that on this 15 day of June, 2016, a true and correct copy of the above Consent Agreement and Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Connie Unrein Dulohery
[Redacted]

Brian Burge, Esq.
Sanders, Wallace & Russell, LLP
9401 Indian Creek Parkway, Suite 1250
Overland Park, KS 66210

and a copy sent by building mail to:

Marty M. Snyder
Assistant Attorney General

Cindy D'Ercole
For the Board