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BY: \_\_\_\_\_

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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 66603-3929**

In the Matter of )  
KRISTOPHER R. CRETEN, LSCSW, LCAC )  
LSCSW License No. 4372 ) Case No. 18-CS-0127  
LCAC License No. 560 )  
)  
Respondent/Licensee. )

**CONSENT AGREEMENT AND FINAL ORDER**

NOW on this 25 day of March, 2019, 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 Kristopher R. Creten, ("Licensee"), for the purposes of resolving the above-captioned matter.

The parties knowingly and voluntarily agree as follows:

1. On October 3, 2014, the Board issued Licensee an original Licensed Specialist Clinical Social Worker ("LSCSW") No. 4372. This license expires on October 31, 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.*

2. Additionally, on March 2, 2015, the Board issued Licensee an original Licensed Clinical Addiction Counselor ("LCAC") No. 560. This license expires on March 31, 2019. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LCAC within the meaning of the laws relating to regulation of addiction counselors, K.S.A. 65-6607 *et seq.*

**CASE NO. 18-CS-0127**

3. On or about May 30, 2018, a Report of Alleged Violation was received by the Board alleging Licensee may have violated certain statues and regulations governing the practice of licensed specialist clinical social workers in the State of Kansas and clinical addiction counselors in the State of Kansas.

4. From on or about May 12, 2015, through approximately May 10, 2018, Licensee was employed at Mirror Inc., in Kansas City, Kansas.

5. During the time of his employment at Mirror Inc., Licensee provided financial assistance to a client of his, in that Licensee loaned \$50.00 to his client. The client did repay the \$50.00 back to Licensee.

6. On or about May 7, 2018, Licensee provided transportation to a female client from Mirror Inc. to Lawrence, Kansas so she could meet with her parole officer.

7. After concluding this client's business in Lawrence, Licensee then drove with the female client to his personal residence in Basehor, Kansas so that Licensee could obtain items for work.

8. Licensee allowed the female client to enter his residence. While in his residence, the female client and Licensee watched television.

9. After approximately two and one-half (2½) hours, the female client and Licensee left his residence and returned to Mirror Inc.

10. On or about May 9, 2018, Licensee received a call from this female client asking for transportation to court. Licensee told her he was not able to give her a ride. Additionally, Licensee told the female client to delete all call data and any text messages between them. The female client did delete the call data and text messages.

11. On or about May 10, 2018, Licensee received information from a coworker at Mirror Inc. that the human resource director would be traveling to Mirror Inc. to terminate Licensee's employment.

12. Then on approximately May 10, 2018, Licensee resigned from his employment at Mirror Inc. Licensee did not report to the Board in a reasonable amount of time that he resigned from Mirror Inc.

**APPLICABLE LAW**

13. 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.

14.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(b)(3): except when the information has been obtained in the context of a confidential relationship, failing to notify the board, within a reasonable period of time, that any of the following conditions apply to any person regulated by the board or applying for a license or registration, including oneself has been demoted, terminated, suspended, reassigned, or asked to resign from employment, or has resigned from employment, for some form of misfeasance, malfeasance, or nonfeasance.
- b. 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.
- c. 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.
- d. K.A.R. 102-2-7(tt): engaging in a dual relationship with a client, supervisee, or student.

15.K.S.A. 65-6609(e): "Licensed clinical addiction counselor" means a person who engages in the independent practice of addiction counseling and diagnosis and treatment of substance use disorders specified in the edition of the American psychiatric association's diagnostic and statistical manual of mental disorders (DSM) designated by the board by rules and regulations and is licensed under this act.

16.K.S.A. 65-6615(a)(6): 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 violated a provision of the addiction counselor licensure act or one or more rules and regulations of the board. Specifically:

- a. K.S.A. 102-7-11(a)(3): Except when the information has been obtained in the context of confidentiality, failing to notify the board, within a reasonable period of time, that the licensee or applicant or any other person regulated by the board or applying for licensure or registration has met any of these conditions has been demoted, terminated, suspended, reassigned, or asked to resign from employment, or has resigned from employment, for some form of misfeasance, malfeasance, or nonfeasance.
- b. K.S.A. 102-7-11(i): offering to perform or performing services clearly inconsistent or incommensurate with one's training, education, or experience or with accepted professional standards.
- c. K.S.A. 102-7-11(v): engaging in a harmful dual relationship or exercising undue influence.

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

18. 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. 18-CS-0127.

19. 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. 18-CS-0127.

20. 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(b)(3), and K.S.A. 65-6615(a)(5), as defined in K.A.R. 102-7-11(a)(3), in that Licensee failed to notify the Board that he resigned from his position at Mirror Inc. the day he learned that the human resource director would be traveling to Mirror Inc. to terminate Licensee's employment related the allegations of malfeasance.

Additionally, the Board finds Licensee was in violation of K.S.A. 65-6311(a)(9), as defined in K.A.R. 102-2-7(j), and K.S.A. 65-6615(a)(5), as defined in K.A.R. 102-7-11(i), in that Licensee performed services clearly inconsistent or incommensurate with his training, education or experience or with accepted professional standards when Licensee loaned one client money, and when Licensee stopped at his residence with a female client and allowed her to watch television at his residence.

The Board also finds 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 his client when he loaned \$50.00 to his client.

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), and K.S.A. 65-6615(a)(5), as defined in K.A.R. 102-7-11(v), in that Licensee established a harmful dual relationship with his client when he loaned one client \$50.00, and when Licensee stopped at his residence with a female client and allowed her to watch television at his residence.

**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:

21. Licensee shall practice only under individual supervision by an independent clinical-level supervisor to be approved by the Board if employed in either capacity using either 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 and professional boundaries. This requirement shall continue for two (2) years.

22. 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 submitted to the Board's investigator during this two (2) year supervision timeframe, with each report submitted on or before July 1, 2019, October 1, 2019, January 1, 2020, April 1, 2020, July 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021.

23. During this two (2) year supervision timeframe, Licensee shall not provide supervision to another licensee.

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

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

26. Additionally, Licensee shall obtain three (3) extra continuing education hours in Ethics beyond the biennial requirement, taken in-person, face to face, three (3) months of the effective date of this Consent Agreement and Final Order. These additional continuing education hours shall include, but not limited to, dual relationships and professional boundaries.

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

28. 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.

29. Licensee shall draft and submit to the Board a ten (10) page paper in APA format within three (3) months of the effective date of this Consent Agreement and Final Order on dual relationships and how Respondent developed the dual relationships with his clients and what he will do in the future to avoid dual relationships.

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

31. 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.

32. 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.

33. 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], 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], K.S.A. 65-6614 [Licensure; expiration and renewal; continuing education; reinstatement of

suspended or revoked license], and K.S.A. 65-6615 [Refusal to grant licensure; other licensure actions; grounds], for establishing rehabilitation or a pattern of conduct.

34. Except as provided in paragraph 33, 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).

35. 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.

36. 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.

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

38. 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.

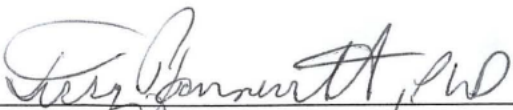
39. This Consent Agreement and Final Order shall become effective on the date indicated in the Certificate of Service.

**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 20 day of March 2019.

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

**AGREED AND CONSENTED TO BY:**

  
\_\_\_\_\_  
Kristopher R. Creten, LSCSW, LCAC  
Respondent/Licensee

3-3-2019  
\_\_\_\_\_  
Date

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 25 day of March 2019, by depositing the same in the United States mail, postage prepaid, addressed to:

Kristopher R. Creten, LSCSW, LCAC  


And a copy delivered via interoffice mail to:

Jane E. Weiler, Assistant Attorney General  
Office of the Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612  
*Disciplinary Counsel for the Board*

  
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For the Behavioral Sciences  
Regulatory Board