

**KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD**

Eisenhower State Office Building  
700 SW Harrison, Suite 420  
Topeka, Kansas 66603-3240

In the Matter of )  
 )  
JoAnn Peckham )  
 )  
LMSW #2750 )  
 )  
Respondent. )

Case Nos. 23-MS-0042, 23-MS-0179, and 24-MS-0094

**CONSENT AGREEMENT AND ORDER**

Now, on this 25 day of April, 2024, the above-captioned matter comes before the Complaint Review Committee of the Kansas Behavioral Sciences Regulatory Board ("Board") by agreement of JoAnn Peckham ("Respondent") and the Complaint Review Committee of the Kansas Behavioral Sciences Regulatory Board ("Board") for the purposes of resolving the above-captioned case.

1. The Board is represented herein by its Counsel, Timothy D. Resner of Frieden & Forbes, LLP, 1414 S.W. Ashworth Place, Suite 201, Topeka, Kansas 66604. Respondent is represented herein by her attorney N/A.

2. The Board is the duly constituted and acting agency of the State of Kansas authorized to administer and enforce the provisions of the Kansas Social Workers Licensure Act, K.S.A. 65-6301 *et seq.*, and amendments thereto (the "Act"). Pursuant to applicable provisions of the Act and the Kansas Administrative Procedure Act, K.S.A. 77-501 *et seq.* ("KAPA"), whenever it is established that the applicant and/or Respondent has committed any of the acts described in K.S.A. 65-6311(a), the Board may refuse to issue, renew or reinstate a license, and/or revoke, suspend, censure, condition, and/or limit a Respondent and/or assess a fine against the applicant and/or Respondent in an amount not in excess of \$1,000.00 per violation

3. The Board's Complaint Review Committee has received certain information, has investigated and has determined that there are reasonable grounds to believe that Respondent has committed one or more acts in violation of the Act and/or the Board's Regulations that would justify, pursuant to the provisions of K.S.A. 65-6311(a), the imposition of disciplinary action against her LMSW license and the

*In the Matter of JoAnn Peckham, Case Nos. 23-MS-0042, 23-MS-0179 and 24-MS-0094*

assessment of a civil fine against Respondent in an amount not to exceed \$1,000.00 per violation.

4. Presently, three (3) separate complaints are pending against Respondent relating to the above-captioned case numbers. Charges of misconduct have been filed against Respondent relating to two (2) of the complaints (23-MS-0042 and 23-MS-0179), while in the third complaint (24-MS-0094), charges are anticipated.

5. Respondent desires to voluntarily surrender her LMSW license in lieu of defending herself against the three (3) complaints and pending charges. In consideration of Respondent's surrender of her LMSW license in the face of the pending complaints and charges, and pursuant to K.S.A. 74-7508(e), the Board desires to exercise its authority to revoke Respondent's LMSW license.

6. In the event that the above-captioned matters would proceed to an evidentiary hearing, the Board would allege the following findings of fact:

#### **I. FINDINGS OF FACT**

7. Respondent was at all times relevant herein, a Licensed Master's Social Worker (LMSW) within the meaning of the Act. The Board issued Respondent's original LMSW No. 2750 on approximately July 22, 1992. The license is set to expire on July 31, 2024.

##### Facts Common to Case No. 23-MS-0042

8. On or about July 27, 2022, the Board received a complaint against Respondent that alleged Respondent may have violated the statutes and regulations for the state of Kansas. The complaint stated that Respondent was assisting a client, client A.H., who was seeking to place a child for adoption. Client A.H. changed her mind regarding the adoption; however, Respondent pressured client A.H. to sign the paperwork relinquishing client A.H.'s parental rights in the state of Missouri.

9. On or about July 15, 2022, the attorney for client A.H. sent an e-mail to Respondent, instructing Respondent to discontinue future contact with client A.H., however Respondent continued to contact client A.H. after that time.

10. On or about September 19, 2022, the Board presented Respondent with a copy of the complaint and provided an opportunity for a response.

11. On October 21, 2022, Respondent informed the Board that the Respondent did not see the e-mail from the attorney regarding client A.H. until October 15, 2022, as she states it got lost in her e-mail. Respondent states that client A.H. continued to contact the Respondent after July 15, 2022. Concerning the adoption, Respondent states the

client filed a valid relinquishment in February 2022 in Kansas. Missouri requested client A.H. speak with independent counsel before signing a Missouri relinquishment, which was completed on July 16, 2022. Respondent states both documents were signed by the client willingly.

12. On or about July 12, 2023, the Board's Complaint Review Committee entered a Summary Proceeding Order, which in relevant part, found Respondent in violation of K.S.A. 65-6311(a)(9) for engaging in unprofessional conduct as defined by applicable rules and regulations adopted by the board: K.A.R. 102-2-7(j), offering to perform or performing services clearly inconsistent or incommensurate with one's training, education, and experience and with accepted professional standards for social work.

13. Respondent timely requested a hearing on the Summary Proceeding Order, which as a result, did not go into effect.

14. Through further investigation and discovery conducted by the Board, it was determined, and the Board would allege that:

- a. A Missouri court declined to find that client A.H.'s Missouri relinquishment freely and voluntarily given, due to testimony and evidence provided by client A.H.'s attorney, including voicemails from client A.H. and Respondent to client A.H.'s attorney which tended to show that client A.H. was pressured into signing the Missouri relinquishment, and due to the amount of consideration paid by the prospective adoptive couple to client A.H., which was facilitated by Respondent; and
- b. Through a written contract, Respondent facilitated the payment of consideration from a prospective adoptive couple to client A.H. which did not comply with the exceptions delineated in K.S.A. 59-2121.<sup>1</sup>

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<sup>1</sup> K.S.A. 59-2121(a)(1) – (6) provides:

(a) Except as otherwise authorized by law, no person shall request, receive, give or offer to give any consideration in connection with an adoption, or a placement for adoption, other than:

- (1) Reasonable fees for legal and other professional services rendered in connection with the placement or adoption not to exceed customary fees for similar services by professionals of equivalent experience and reputation where the services are performed;
- (2) reasonable fees of a licensed child-placing agency;
- (3) actual and necessary expenses incident to placement or to the adoption proceeding;
- (4) actual medical expenses of the mother attributable to pregnancy and birth;
- (5) actual medical expenses of the child; and
- (6) reasonable living expenses of the mother which are incurred during or as a result of the pregnancy.

Facts Common to Case No. 23-MS-0179

15. On or about May 18, 2023, the Board received a complaint against Respondent from former clients and potential adoptive parents K.B. and R.B. (“Clients K.B. and R.B.”) which alleged in relevant part that Respondent had engaged in unprofessional conduct as defined in K.A.R. 102-2-7(j) for performing services clearly inconsistent or incommensurate with one’s training, education and experience and with accepted standards for social work.

16. The Board conducted an investigation concerning the alleged violations of the Act and regulations promulgated by the Board. The complaint was provided to Respondent for response by June 13, 2023. Respondent responded via facsimile on June 15, 2023 attributing her delay in responding to her office being under construction. On November 27, 2023, the Board’s Investigator sent additional questions to Respondent to which Respondent later provided a response.

17. At all relevant times hereto, Respondent has been the president of Adoption Connections, Inc. (“ACI”), an adoption agency licensed with the State of Kansas.

18. Clients K.B. and R.B. are residents of Tennessee and worked with Respondent from February of 2022 through November of 2022 in an attempt to adopt a child.

19. Throughout their relationship with Respondent, Clients K.B. and R.B. “matched” with three (3) birth mothers but did not successfully complete an adoption.

20. In connection with each matched birth mother facilitated by Respondent, Clients K.B. and R.B. never received a written schedule of fees, a written contract or receipts demonstrating how their money was being spent. Clients K.B. and R.B. spent over \$10,000 while working with Respondent.

21. In the course of their relationship with Respondent, Clients K.B. and R.B. were made solely responsible to evaluate requests for money from birthmothers and respond quickly by sending money online. The birth mothers sent text messages to Respondent who would forward the request directly to Clients K.B. and R.B. Clients K.B. and R.B. were exposed to a constant sense of desperation and urgency leading to pressured requests for money and were placed in the position of vetting requests and preventing fraud. Respondent did not assist Clients K.B. and R.B. in vetting fraudulent requests or have safeguards in place to determine the legitimacy of requests for money from birth mothers. Respondent was unable or unwilling to acknowledge patterns and see through duplicity of questionable or fraudulent requests. By way of example:

- a. Clients K.B. and R.B. were led to spend over \$4,000 on one birth mother before she had a sonogram to verify the pregnancy.

- b. Respondent asked Clients K.B. and R.B. to pay for a birth father's tools, a category not in accord with the exceptions delineated in K.S.A. 59-2121 (prohibiting the payment of consideration in connection with an adoption in Kansas except pursuant to the specific exceptions).
- c. A birth mother asked for rent and had a "rental office" call Respondent over the phone. Clients K.B. and R.B. used a temporary phone number to call the "rental office" which revealed that the request was fraudulent. Despite this information from her clients, Respondent believed the birth mother over Clients K.B. and R.B.
- d. A birth mother represented to Respondent that she slept in her car outside of a particular business. Clients K.B. and R.B. confirmed with the business through its exterior security cameras that this was not true for the night in question. Despite this information from her clients, Respondent believed the birth mother over Clients K.B. and R.B.
- e. Clients K.B. and R.B. were frequently led to transfer funds directly to the birth mothers, instead of remitting payment through ACI or directly to a third party such as a mechanic or motel. Clients K.B. and R.B. received no verification or confirmation from Respondent that the funds were actually spent or to be spent in the manner represented.

22. Respondent did not keep monetary records relating to expenditures made by Clients K.B. and R.B. On multiple occasions Respondent asked Clients K.B. and R.B. to keep track of how much they spent with her and kept asking Clients K.B. and R.B. how much they had spent. Any records maintained by Respondent of expenditures would have consisted only of CashApp receipts and text messages.

23. Respondent also asked Clients K.B. and R.B. over a dozen times for loans, representing that the loans will be taken off of Clients K.B. and R.B.'s ACI bill. Clients K.B. and R.B. provided loans of \$990 to ACI.

24. Due to the myriad of issues Clients K.B. and R.B. had with Respondent, Clients K.B. and R.B. informed Respondent that they would no longer work with Respondent and ACI on November 29, 2022.

25. In March of 2023, Respondent refunded Clients K.B. and R.B. \$2,000.

26. In response to the complaint, and in relevant part, Respondent stated that "[i]n most every case, we get a contract signed." However, Respondent provided no explanation as to why a contract was not signed with Clients K.B. and R.B. relating to any of the three (3) birth mothers.

27. Respondent also stated that it would be typical to have an agreement of living expenses needed between the adoptive family and birth mother after the “verification.” However, no such agreement was in place relating to any of the three (3) birth mothers with whom Clients K.B. and R.B. became involved with through Respondent.

28. Respondent stated that she provides support services to birth moms including counseling, transportation to and from doctor appointments, transportation to and from the store, etc... Respondent also stated that typical expenses include rent, phone, food, hygiene and gas.

29. Respondent stated that Clients K.B. and R.B. were advised of the risks involved and responsible for payment of living expenses risked on birth mothers. Respondent further claimed that Clients K.B. and R.B. were informed of each situation and attributes the decision to advance expenses to Clients K.B. and R.B. alone. Respondent does not believe she is responsible for repayment of living expenses Clients K.B. and R.B. risked on birthmothers.

30. Respondent confirmed that Clients K.B. and R.B. were refunded \$2,000, stating that such a refund was not typical.

31. On or about March 6, 2024, the Board’s Complaint Review Committee entered a Summary Proceeding Order, which in relevant part, found Respondent in violation of K.S.A. 65-6311(a)(9) for engaging in unprofessional conduct as defined by applicable rules and regulations adopted by the board: K.A.R. 102-2-7(j), offering to perform or performing services clearly inconsistent or incommensurate with one’s training, education, and experience and with accepted professional standards for social work; K.A.R. 102-2-7(m), failing to advise and explain to each client the respective rights, responsibilities, and duties involved in the social work relationship; K.A.R. 102-2-7(n), failing to provide each client with a description of what the client can expect in the way of services, consultation, reports, fees, billing, therapeutic regimen, or schedule, or failing to reasonably comply with these descriptions; 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; and K.A.R. 102-2-7(tt), engaging in a dual relationship with a client, supervisee, or student.

32. Respondent timely requested a hearing on the Summary Proceeding Order, which as a result, did not go into effect.

Facts Common to Case No. 24-MS-0094

33. On or about January 31, 2024, the Board received a complaint against Respondent from a former client alleging that Respondent charged excessive fees and money was used for expenses not allowed pursuant to the contract; Respondent did not conduct sufficient due diligence regarding a birth father and possible family placement; and Respondent failed to maintain and provide appropriate records to the clients.

34. On or about February 12, 2024, the Board sent the complaint to Respondent for a response, requesting a response by March 12, 2024. Upon her request, Respondent's deadline was extended until April 1, 2024 to respond.

35. Respondent failed to timely respond to the complaint by April 1, 2024.

**II. APPLICABLE LAW**

36. K.S.A. 74-7508(e) provides:

In all matters pending before the behavioral sciences regulatory board, the board shall have the power to revoke the license or registration of any licensee or registrant who voluntarily surrenders such person's license or registration pending investigation of misconduct or while charges of misconduct against the licensee are pending or anticipated.

37. K.S.A. 65-6311(a)(9) provides in relevant part that the board may condition, limit, revoke or suspend a license, publicly or privately censure a licensee or may impose a fine not to exceed \$1,000 per violation upon a finding that a licensee:

(9) has been found to have engaged in unprofessional conduct as defined by applicable rules and regulations adopted by the board;

38. K.A.R. 102-2-7 provides in relevant part that any of the following acts by a licensee shall constitute unprofessional conduct:

(i) failing or refusing to cooperate in a timely manner with any request from the board for a response, information that is not obtained in the context of a confidential relationship, or assistance with respect to the board's investigation of any report of an alleged violation filed against oneself or any other applicant or professional who is required to be licensed or registered by the board. Each person taking longer than 30 days to provide the requested response, information, or

assistance shall have the burden of demonstrating that the person acted in a timely manner;

(j) offering to perform or performing services clearly inconsistent or incommensurate with one's training, education, and experience and with accepted professional standards for social work;

. . . .

(m) failing to advise and explain to each client the respective rights, responsibilities, and duties involved in the social work relationship;

(n) failing to provide each client with a description of what the client can expect in the way of services, consultation, reports, fees, billing, therapeutic regimen, or schedule, or failing to reasonably comply with these descriptions;

. . . .

(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;

. . . .

(tt) engaging in a dual relationship with a client, supervisee, or student;

**III. CONCLUSIONS OF LAW**

39. Based on the facts alleged herein, in the event this matter would proceed to an evidentiary hearing or other final disposition, the Board asserts that Respondent would be subject to sanction pursuant to K.S.A. 65-6311(a)(9) for engaging in unprofessional conduct as further defined in K.A.R. 102-2-7(i) for failing to timely cooperate with a request from the board for a response, information or assistance with respect to a Board investigation; K.A.R. 102-2-7(j) for offering to perform or performing services clearly inconsistent or incommensurate with one's training, education, and experience and with accepted professional standards for social work; K.A.R. 102-2-7(m) for failing to advise and explain to each client the respective rights, responsibilities, and duties involved in the social work relationship; K.A.R. 102-2-7(n) for failing to provide each client with a description of what the client can expect in the way of services, consultation, reports, fees, billing, therapeutic regimen, or schedule, or failing to reasonably comply with these descriptions; K.A.R. 102-2-7(aa) for 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; and K.A.R. 102-2-7(tt) for engaging in a dual relationship with a client.

40. In consideration of Respondent's stipulation herein to surrender her license effective May 6, 2024, the Board has the authority pursuant to K.S.A. 74-7508(e), and does hereby exercise such authority, to enter an order revoking Respondent's LMSW license effective May 6, 2024.

#### IV. AGREEMENT

41. Respondent and the Board mutually desire to enter a Consent Agreement and Order ("Agreement") in lieu of adjudicative proceedings at this time to memorialize the surrender of Respondent's LMSW license and the Board's resulting revocation of Respondent's LMSW license pursuant to K.S.A. 74-7508(e).

WHEREFORE, Respondent agrees and consents to, and the Board further orders, the following with respect to the subject matter of this Consent Agreement and Order:

a. Respondent hereby surrenders her LMSW license, No. 2750 effective as of May 6, 2024. Respondent shall return her LMSW license to the Board no later than ten (10) days following May 6, 2024.

b. The Board hereby accepts the surrender of Respondent's LMSW license, No. 2750, and pursuant to K.S.A. 74-7508(e) orders that Respondent's LMSW license, No. 2750 is **REVOKED** effective May 6, 2024.

c. The Board makes no adverse findings against Respondent in the above-captioned matters and shall hold the matters in abeyance; provided, however, that the Board reserves the right to pursue sanctions for violations of the Act in the event that Respondent violates this Consent Agreement and Order or seeks reinstatement of her LMSW license in the future. In such event, Respondent will be entitled to notice of the charges and an opportunity to be heard in accordance with the Kansas Administrative Procedures Act.

d. In consideration of the Board's agreement to hold the above-captioned matters in abeyance, Respondent shall comply with the following conditions. Time is of the essence in Respondent's performance of the following conditions and the failure of Respondent to timely comply with any of the following conditions shall result in the automatic surrender of Respondent's LMSW license, No. 2750 and the Board's corresponding automatic revocation of Respondent's LMSW license, No. 2750 pursuant to K.S.A. 74-7508(e) effective as of 12:01 a.m. following the date Respondent's performance was due. The surrender / revocation pursuant to K.S.A. 74-7508(e) shall be automatic upon Respondent's failure to timely comply with any of the following conditions and no further action shall be required of the Board to effectuate the automatic surrender / revocation pursuant to K.S.A. 74-7508(e). In the event of Respondent's failure to timely comply with any of the following conditions, and the resulting automatic surrender /

revocation pursuant to K.S.A. 74-7508(e), Respondent expressly, knowingly and voluntarily waives any requirement for notice and an opportunity to be heard under the Kansas Administrative Procedures Act:

- i. Within three (3) days of the effective date of this Consent Agreement and Order, Respondent must provide the Board's special investigator with a complete list of pending cases and the names and contact information of Respondent's clients in writing;
- ii. Within three (3) days of the effective date of this Consent Agreement and Order, Respondent must provide the Board's special investigator with an acceptable written plan to wind down her practice and conclude any pending cases, either through a transfer of the case to another social worker/agency or through conclusion of the matter. The plan is subject to the written approval of the Board's Complaint Review Committee and/or special investigator;
- iii. Within three (3) days of the effective date of this Consent Agreement and Order, Respondent must send a written communication to all present clients (letter, email or text) informing them of the effective date of Respondent ceasing practice, and will provide the Board's special investigator with a written copy of each communication sent to each affected client;
- iv. Within three (3) days of the effective date of this Consent Agreement and Order, Respondent must provide the Board's special investigator with copies of all written contracts in place, (or an outline of terms and conditions if no contract is in place), relating to each case / client identified;
- v. Within five (5) days of the effective date of this Consent Agreement and Order, Respondent must provide the Board's special investigator with a written accounting of all payments from a prospective adoptive family to a birth mother along with the underlying documents and information substantiating the accounting. The accounting must then be updated every five (5) days until the effective date of the surrender on May 6, 2024; and
- vi. Upon and after the effective date of this Consent Order and Agreement, Respondent shall not accept any new client engagements, or modify the terms of any current client engagements,.

e. Respondent shall be responsible for all costs and expenses incurred in satisfying terms of this Consent Agreement and Order.

f. This Consent Agreement and Order will be reported to other licensing boards, it is public record in the custody of the Board, and it can only be modified by a further order of the Board.

g. Except as otherwise provided herein, Respondent shall submit to the Board's investigator at its offices at 700 SW Harrison, Suite 420, Topeka, Kansas, 66603, any and all documents and information required by this Consent Agreement and Order and/or evidencing compliance with the terms and conditions required by this Consent Agreement and Order.

## **V. ADDITIONAL STIPULATIONS**

42. Respondent agrees that all information in the possession of the Board's Complaint Review Committee, its staff, its investigators and its attorney regarding the matters which led to this disciplinary action, the investigation and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board's Complaint Review Committee as part of the presentation and consideration of the proposal of settlement in the form of this Consent Agreement and Order, with or without the presence of the Respondent or his attorney. In the event that this Consent Agreement and Order is not accepted and approved by the Board's Complaint Review Committee, Respondent waives any objection to Board members' consideration of this Consent Agreement and Order or the information mentioned in the preceding sentence and further waives the disqualification of any Board member, including any right to seek the disqualification of any Board member, based on such Board member's consideration of said document and information.

43. The stipulations and orders contained herein shall not become binding until this Consent Agreement and Order is approved and entered by the Complaint Review Committee. Respondent acknowledges that the approval of the Board's Counsel shall not constitute the approval of the Board or bind the Board to approve this Consent Agreement and Order.

44. Respondent agrees that this Consent Agreement and Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it. Respondent further agrees that the Act referenced in paragraph 2 above is constitutional on its face and as applied in this case.

45. This stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

46. Respondent acknowledges that she has the following rights:

- (a) To have formal notice of charges served upon her;
- (b) To file a response to the charges;
- (c) To have notice of and participate in a formal adjudicative hearing with the Board or its designee making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing; and
- (d) To take advantage of all applicable provisions of the Kansas Administrative Procedure Act, K.S.A. 77-501 *et seq.* and the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.*

Respondent freely waives these rights and acknowledges that such waiver is made voluntarily and in consideration of avoiding an administrative hearing and the Board's agreement to limit the disciplinary action taken against her in accordance with the terms and conditions provided for herein. Respondent also waives all of his rights to seek reconsideration, administrative review and/or judicial review of this Consent Agreement and Order or to otherwise challenge or contest this Consent Agreement and Order in any direct or collateral administrative or judicial proceedings.

47. Respondent acknowledges that she enters into this Consent Agreement and Order freely and voluntarily after consultation or a reasonable opportunity for consultation with counsel of his choosing. Respondent further acknowledges that his representatives have read this Consent Agreement and Order in its entirety, that they understand its legal consequences and that they agree that none of its terms or conditions is unconscionable, arbitrary, capricious or unreasonable.

48. Time is of the essence to this Consent Agreement and Order. Respondent acknowledges and agrees that any violation of this Consent Agreement and Order shall constitute a violation of a lawful Board order pursuant to K.S.A. 65-6311(a)(11) and grounds for further disciplinary action against her. The pendency of any disciplinary action arising out of any alleged violation of this Consent Agreement and Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Consent Agreement and Order. Furthermore, Respondent acknowledges that any failure to timely comply with any and all conditions of this Consent Agreement and Order shall result in the automatic surrender / revocation of her LMSW license, No. 2750.

49. This Consent Agreement and Order constitutes the entire and final agreement of the parties. In the event any provision of this Consent Agreement and Order is determined to be invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Consent Agreement and Order shall be given full force and effect.

50. Upon execution by all parties and entry as an order by the Board, this Consent Agreement and Order shall be a public record in the custody of the Board.

51. This Consent Agreement and Order shall become effective on the day it is approved by the signature of the Complaint Review Committee's Chairperson or designee below.

52. Respondent acknowledges that she has been advised by the Board that after the Consent Agreement and Order becomes effective Respondent has the right within 15 days after service of this Consent Agreement and Order to file a petition for reconsideration with the Board and the right within 30 days after service of the Consent Agreement and Order to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Judicial Review Act, K.S.A. 77-601 *et seq.*, which must be served on the Kansas Behavioral Sciences Regulatory Board by serving David Fye, its Executive Director, at 700 SW Harrison, Suite 420, Topeka, KS 66603-3240. However, Respondent expressly waives these rights.

53. In accordance with K.S.A. 77-531(a)(3), Respondent consents to service of this Consent Agreement and Order via electronic mail, addressed to Respondent at: [jopeckham7@aol.com](mailto:jopeckham7@aol.com) and [sjbottorff@aol.com](mailto:sjbottorff@aol.com).

WHEREFORE, the foregoing provisions are consented to, are hereby made the 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.**



\_\_\_\_\_  
Mary Jones  
Chairperson, Complaint Review Committee  
On behalf of the Behavioral Sciences Regulatory Board

**APPROVED AND CONSENTED TO:**

\_\_\_\_\_  
JoAnn Peckham, Respondent

\_\_\_\_\_  
Date

**APPROVED AND CONSENTED TO:**

JoAnn Peckham

JoAnn Peckham, Respondent

Date

4/23/24

**CERTIFICATE OF SERVICE**

This is to certify that on this \_\_\_\_\_ day of April, 2024, a true and correct copy of the above and foregoing Consent Agreement Order was served via electronic mail and first class mail, addressed to:

JoAnn Peckham  
12380 Blazing Meadows Dr.  
Andover, KS 67002  
[Jopeckham7@aol.com](mailto:Jopeckham7@aol.com)  
[sjbottorff@aol.com](mailto:sjbottorff@aol.com)

And by e-mail to:

Timothy D. Resner  
Frieden & Forbes, LLP  
1414 SW Ashworth Place, Suite 201  
Topeka, KS 66604  
[tresner@flawllp.com](mailto:tresner@flawllp.com)  
*Counsel for the Board of the Behavioral  
Sciences Regulatory Board*

Staff,

Kansas Behavioral Sciences Regulatory Board

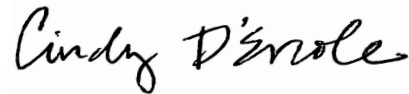
## CERTIFICATE OF SERVICE

This is to certify that on this 25 day of April, 2024, a true and correct copy of the above and foregoing Consent Agreement Order was served via electronic mail and first class mail, addressed to:

JoAnn Peckham  
12380 Blazing Meadows Dr.  
Andover, KS 67002  
[Jopeckham7@aol.com](mailto:Jopeckham7@aol.com)  
[sjbottoff@aol.com](mailto:sjbottoff@aol.com)

And by e-mail to:

Timothy D. Resner  
Frieden & Forbes, LLP  
1414 SW Ashworth Place, Suite 201  
Topeka, KS 66604  
[tresner@fflawllp.com](mailto:tresner@fflawllp.com)  
*Counsel for the Board of the Behavioral  
Sciences Regulatory Board*



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Staff,  
Kansas Behavioral Sciences Regulatory Board

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