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**BEFORE THE ARIZONA BOARD  
OF BEHAVIORAL HEALTH EXAMINERS**

**In the Matter of:**

**Kaira C. Loving, LAC-16785,  
Licensed Associate Counselor,  
In the State of Arizona.**

**CASE NO. 2018-0058  
CONSENT AGREEMENT**

**RESPONDENT**

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Kaira C. Loving ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

**RECITALS**

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

1           4.     Respondent acknowledges and agrees that upon signing this Consent  
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their  
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this  
4 original document is ineffective and void unless mutually approved by the parties in writing.

5           5.     The findings contained in the Findings of Fact portion of this Consent Agreement  
6 are conclusive evidence of the facts stated herein and may be used for purposes of determining  
7 sanctions in any future disciplinary matter.

8           6.     This Consent Agreement is subject to the Board's approval, and will be effective  
9 only when the Board accepts it. In the event the Board in its discretion does not approve this  
10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  
11 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except  
12 that Respondent agrees that should the Board reject this Consent Agreement and this case  
13 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its  
14 review and discussion of this document or of any records relating thereto.

15           7.     Respondent understands that once the Board approves and signs this Consent  
16 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
17 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

18           8.     Respondent further understands that any violation of this Consent Agreement  
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
20 disciplinary action pursuant to A.R.S. § 32-3281.

21           9.     The Board therefore retains jurisdiction over Respondent and may initiate  
22 disciplinary action against Respondent if it determines that they have failed to comply with the  
23 terms of this Consent Agreement or of the practice act.

24 ...

25 ...

1 The Board issues the following Findings of Fact, Conclusions of Law and Order:

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LAC-16785 for the practice of  
4 counseling in Arizona.

5 2. From 02/17 – 11/17, Respondent was employed by a behavioral health agency  
6 ("Agency"), where she provided individual counseling services to an adult client ("Client").

7 3. According to the Regional Manager of Agency:

8 a. On 11/13/17, Respondent had a scheduled appointment with Client.

9 b. The following day, the electronic health record encounter that Respondent  
10 had with Client did not include a treatment plan.

11 c. Respondent was instructed to complete the treatment plan during Client's  
12 next appointment, which was scheduled for the following month.

13 d. It was later discovered that Client's previous electronic health record  
14 encounter from 11/13/17, contained a completed treatment that was dated  
15 and signed by Client, with a creation date of 11/14/17.

16 e. When asked about this matter, Respondent indicated she forgot to click okay  
17 on the client signature pad, and once she clicked okay, the treatment plan  
18 generated.

19 f. When asked again, because her description of events was not consistent with  
20 how the system works, "[Respondent] then stated that she had lied before,  
21 but that [Client] had come in the next day to update her treatment plan with  
22 [Respondent]."

23 g. When asked once more, Respondent then admitted to forging Client's  
24 signature on the document.

25 4. On 11/27/17, Respondent was involuntarily terminated from Agency.







1 status, medications prescribed, if any, treatment recommendation, and shall report if, in their  
2 professional opinion, Respondent becomes unable to practice psychotherapy safely and  
3 competently. The final report shall also contain a recommendation as to whether the  
4 Respondent should be released from this Consent Agreement.

#### 5 Change of Therapist

6 10. In the event that, during the period of Respondent's probation, Respondent's  
7 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new  
8 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee  
9 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
10 treatment, the proposed therapist shall submit a letter addressing why they should be approved,  
11 acknowledging that they have reviewed the Consent Agreement, and include the results of an  
12 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

#### 13 GENERAL PROVISIONS

##### 14 Provision of Clinical Supervision

15 11. Respondent shall not provide clinical supervision while subject to this Consent  
16 Agreement.

##### 17 Civil Penalty

18 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil  
19 penalty against the Respondent in the amount of \$1,000.00.

20 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
21 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
22 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
23 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
24 be automatically lifted and payment of the civil penalty shall be made by certified check or  
25 money order payable to the Board within 30 days after being notified in writing of the lifting of

1 the stay.

2 14. Within 10 days of being notified of the lifting of the stay, Respondent may request  
3 that the matter be reviewed by the Board for the limited purpose of determining whether the  
4 automatic lifting of the stay was supported by clear and convincing evidence. If the Board  
5 receives the written request within 10 days or less of the next regularly scheduled Board  
6 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
7 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
8 review.

9 15. The Board reserves the right to take further disciplinary action against  
10 Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
11 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
12 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
13 and the period of probation shall be extended until the matter is final.

14 16. Within 10 days of the effective date of this Order, if Respondent is working in a  
15 position where Respondent provides any type of behavioral health related services or works in a  
16 setting where any type of behavioral health, health care, or social services are provided,  
17 Respondent shall provide the Board Chair or designee with a signed statement from  
18 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
19 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
20 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
21 copy of the Consent Agreement.

22 17. If Respondent is not employed as of the effective date of this Order, within 10  
23 days of accepting employment in a position where Respondent provides any type of behavioral  
24 health related services or in a setting where any type of behavioral health, health care, or social  
25 services are provided, Respondent shall provide the Board Chair or designee with a written



1 statement providing the contact information of their new employer and a signed statement from  
2 Respondent's new employer confirming Respondent provided the employer with a copy of this  
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
4 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
5 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
6 employer(s) with a copy of the Consent Agreement.

7 18. If, during the period of Respondent's probation, Respondent changes  
8 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
9 extended leave of absence for whatever reason that may impact their ability to timely comply  
10 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
11 the Board of their change of employment status. After the change and within 10 days of  
12 accepting employment in a position where Respondent provides any type of behavioral health  
13 related services or in a setting where any type of behavioral health, health care, or social  
14 services are provided, Respondent shall provide the Board Chair or designee a written  
15 statement providing the contact information of their new employer(s) and a signed statement  
16 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
17 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
18 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
19 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
20 Respondent's employer(s) with a copy of the Consent Agreement.

21 19. Respondent shall practice behavioral health using the name under which they  
22 are licensed. If Respondent changes their name, they shall advise the Board of the name  
23 change as prescribed under the Board's regulations and rules.

24 20. Prior to the release of Respondent from probation, Respondent must submit a  
25 written request to the Board for release from the terms of this Consent Agreement at least 30

1 days prior to the date they would like to have this matter appear before the Board. Respondent  
2 may appear before the Board, either in person or telephonically. Respondent must provide  
3 evidence that they have successfully satisfied all terms and conditions in this Consent  
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
6 that they have addressed the issues contained in this Consent Agreement. In the event that the  
7 Board determines that any or all terms and conditions of this Consent Agreement have not been  
8 met, the Board may conduct such further proceedings as it determines are appropriate to  
9 address those matters.

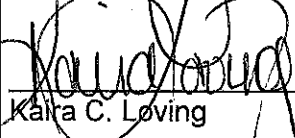
10 21. Respondent shall bear all costs relating to probation terms required in this  
11 Consent Agreement.


12 22. Respondent shall be responsible for ensuring that all documentation required in  
13 this Consent Agreement is provided to the Board in a timely manner.

14 23. This Consent Agreement shall be effective on the date of entry below.

15 24. This Consent Agreement is conclusive evidence of the matters described herein  
16 and may be considered by the Board in determining appropriate sanctions in the event a  
17 subsequent violation occurs.


18 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

19   
20 Kara C. Loving

  
4/25/18  
Date

21 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 Dated this 24th day of April, 2018.

23  
24 By:   
25 TOBÍ ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed  
This 4<sup>th</sup> day of April, 2018 with:

2  
3 Arizona Board of Behavioral Health Examiners  
1740 West Adams Street, Suite 3600  
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed via Interagency Mail  
This 4<sup>th</sup> day of April, 2018, to:

6 Marc Harris  
7 Assistant Attorney General  
2005 North Central Avenue  
8 Phoenix, AZ 85004-1592

9 COPY of the foregoing mailed via  
Certified mail no. 9489009000276049424148  
10 This 4<sup>th</sup> day of April, 2018, to:

11 Kaira C. Loving  
Address of Record  
12 Respondent

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