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

In the Matter of)
KIRK WEAVER, LCPC, LCAC) Case No. 20-LC-0002
LCPC License No. 141)
LCAC License No. 114)
Licensee/Respondent.)

CONSENT AGREEMENT AND FINAL ORDER

NOW on this 4 day of March, 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 Kirk Weaver, (“Licensee”), by and through Brian C. Wright, of Wright Law Office, his attorney of record for the purposes of resolving the above-captioned matters.

The parties knowingly and voluntarily agree as follows:

1. On June 18, 2008, the Board issued Licensee an original Licensed Clinical Professional Counselor (“LCPC”) license no. 141. In addition, on July 22, 2011, the Board issued Licensee an original Licensed Clinical Addiction Counselor (“LCAC”) license no. 114. Licensee is currently, and was at all times relevant to this Consent Agreement and Final Order, an LCPC within the meaning of the Kansas Professional Counselors Licensure Act, K.S.A. 65-5801 *et seq.*

CASE NO. 20-LC-0002

2. On or about, July 1, 2019, the Board received a Report of Alleged Violation (“RAV”) alleging Licensee may have violated certain statues and regulations governing the practice of professional counselors in the State of Kansas. In addition, on or about, July 8, 2019, the Board received another RAV alleging similar facts from the first RAV. A subsequent investigation determined the following facts.

3. Licensee was employed at CKF Addiction Treatment (“CKF”) in Salina, Kansas. Licensee was the Director of Clinical Services at CKF.

4. Licensee provided clinical supervision for a supervisee. This supervisee was also a colleague of Licensee at CKF.

5. On or about June 19, 2019, Licensee initiated a conversation via text messages with this supervisee. During this text messaging, Licensee made several inappropriate comments to the supervisee that made the supervisee uncomfortable. The supervisee felt that Licensee crossed the boundary with her.

6. On the evening of June 24, 2019, Licensee self-reported the texting incident to his supervisor at CKF.

7. CKF started an investigation of Licensee, and that investigation resulted in CKF learning about another concern related to an intern at CKF.

8. On or about June 25, 2019, the supervisee met with the human resources department at CKF and disclosed the content of the text messages sent by Licensee to the supervisee. In addition, the supervisee requested to terminate supervision with Licensee.

9. Licensee reported to the human resources department that the text messages were a result of “wine texting.”

10. On or about June 26, 2019, an intern at CKF contacted the human resources department and requested to complete her internship at another office site. The intern reported that Licensee made several comments to her that made her worry about her “comfort and safety.”

11. On or about June 27, 2019, CKF terminated Licensee related to the complaints. Licensee did not report this termination to the Board.

APPLICABLE LAW

12.K.S.A. 65-5802(h): “Licensed clinical professional counselor” means a person who engages in the independent practice of professional counseling including the diagnosis and treatment of mental disorders specified in the edition of the diagnostic and statistical manual of mental disorders of the American psychiatric association designated by the board by rules and regulations and who is licensed under this act.

13.K.S.A. 65-5809(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 licensure 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. 102-3-12a(b)(2)(C): except when the information has been obtained in the context of confidentiality, failing to notify the board, within a reasonable period of time, that any of the following circumstances 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. 102-3-12a(b)(25): making sexual advances toward or engaging in physical intimacies or sexual activities with one's client, student, directee, or supervisee.

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

15. 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-LC-0002.

16. 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-LC-0002.

17. 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. 65-5809(a)(9), as defined in K.A.R. 102-3-12a(b)(2)(C) in that CKF terminated Licensee for malfeasance; however, Licensee did not report his termination to the Board.

The Board also finds that Licensee was in violation of K.S.A. 65-5809(a)(9), as defined in K.A.R. 102-3-12a(b)(25), in that Licensee texted with his supervisee several inappropriate comments that made the supervisee uncomfortable.

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:

18. Licensee shall practice only under individual supervision by an independent clinical-level supervisor to be approved by the Board if employed using his LCPC license or his LCAC license. This may be Licensee's supervisor at his place of employment. Licensee shall have weekly one (1) hour meetings with the supervisor in a face to face manner. The focus shall include, but not limited to, boundaries; dual relationships with colleagues, supervisees, and clients; and the influence of alcohol with the professional role. This requirement shall continue for one (1) year.

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

20. 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 the 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.

21. Licensee shall provide a copy of this Consent Agreement and Final Order to the supervisor.

22. 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.

23. Licensee shall provide a copy of this Consent Agreement and Final Order to his employer.

24. Additionally, Licensee shall obtain three (3) extra continuing education hours in Ethics beyond the biennial requirement, taken in-person or on-line within ninety (90) days of the effective date of this Consent Agreement and Final Order. These additional continuing education hours shall include, but not limited to, boundaries; dual relationships with colleagues, supervisees, and clients; and the influence of alcohol with the professional role.

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

26. 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.

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

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

29. 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.

30. The matters referred to in this Consent Agreement and Final Order shall not be grounds for future action against Licensee, except the extent 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. 65-5806 [Licensure; expiration and renewal; continuing education; reinstatement of suspended or revoked license], and K.S.A. 65-5809 [Refusal to issue, suspension, limitation, refusal to renew or revocation of license or specialty designation; grounds], for establishing rehabilitation or a pattern of conduct.

31. Except as provided in paragraph 28, 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).

32. 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.

33. 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.

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

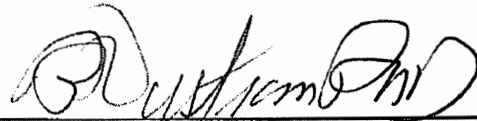
35. This Consent Agreement and Final Order constitutes the entire agreement of the parties and may only be modified by order of the Board or by a subsequent writing signed by the parties. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

36. 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.

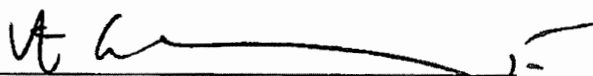
IT IS SO ORDERED.

Dated this 3 day of March 2020.

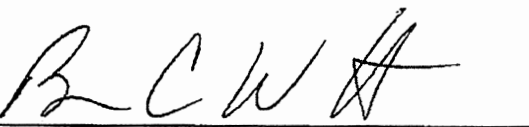


Chairperson, Complaint Review Committee
On behalf of Kansas Behavioral Sciences
Regulatory Board

AGREED AND CONSENTED TO BY:


Kirk Weaver, LCPC, LCAC
Licensee/Respondent

02/18/20
Date


Brian C. Wright,
Attorney for Licensee/Respondent

02/20/2020
Date

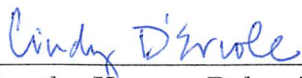
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was served on this 4 day of March 2020, by depositing the same in the United States mail, postage prepaid, addressed to:

Brian C. Wright
Wright Law Office
4312 10th St. Plaza
Great Bend, KS 67530
Attorney for Licensee/Respondent

And a copy delivered via interoffice mail to:

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



For the Kansas Behavioral Sciences
Regulatory Board