

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

3 **In the Matter of:**

4 **Carol L. Farmer, LPC-18275,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

CASE NO. 2022-0001
CONSENT AGREEMENT

7 **RESPONDENT**

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

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or
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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-18275 for the practice of
15 counseling in Arizona.

16 2. Since 10/19, Respondent has been employed at an agency ("Agency") as a
17 therapist.

18 3. Agency is owned by the medical director ("Medical Director") and her husband
19 ("Physician Assistant").

20 4. Respondent represented the following in her written response:

21 a. In 12/20, Medical Director sought out Respondent for counseling.

22 b. Subsequently, Medical Director also requested Respondent provide
23 counseling services to her two sons ("Child 1" and "Child 2").

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1 c. Respondent reviewed the ACA Code of Ethics and, based on that review,
2 believed the relationship was not prohibited because Medical Director was
3 not a friend, family, or someone she had been romantically involved with.

4 d. Based on her review of the ACA Code of Ethics, Respondent concluded she
5 could ethically treat Medical Director and her sons without risk of impaired
6 judgement or harm.

7 e. Respondent did not believe her pre-existing relationship with Medical Director
8 could impair her objectivity or professional judgement or create a risk of client
9 harm.

10 5. From 12/20 – 08/21, Respondent provided psychotherapy services to Medical
11 Director for approximately 31 sessions.

12 6. Some of those sessions were Ketamine-assisted therapy sessions, and others
13 were individual therapy sessions without Ketamine.

14 7. Respondent was not responsible for administering the Ketamine nor was there
15 any findings that she practiced medicine.

16 8. Physician Assistant was also present during Medical Director's sessions both to
17 administer the Ketamine and as a participant in select sessions.

18 9. Physician Assistant was never present as a participant in the session where
19 Medical Director received a Ketamine infusion from Physician Assistant.

20 10. Respondent failed to document her review and analysis of the Code of
21 Ethics that led her to conclude her treatment of Medical Director and her sons was ethical until
22 after the complaint was received.

23 11. Respondent made the following representations during her investigative
24 interview:

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- 1 a. Respondent should have documented her analysis at the time or prior to any
2 interactions, but it was something that she inadvertently overlooked, and she
3 has since learned a lot about proper documentation and clinical supervision.
- 4 b. Respondent did not feel there was any risk of harm, and if professional
5 boundaries would become blurred or if Medical Director was not progressing,
6 it would have been appropriate to refer her.
- 7 c. Respondent understands dual relationships as being a mix between personal
8 and professional activities, and it can be a relationship that causes harm to
9 someone else.
- 10 d. In regards to a dual relationship existing between coworkers, it would depend
11 on the scope and context of the relationship with the coworker.
- 12 e. In hindsight, Respondent could see where there could be a conflict in being
13 offered a different role at Agency that reports directly to Medical Director.
- 14 f. At the time, Respondent did not believe any conflict existed.

15 12. From 12/20 – 07/21, Respondent provided therapy services to Child 1, and in
16 05/21, she provided therapy services to Child 2.

17 13. Respondent failed to document her treatment of multiple family members as
18 required by the ACA Code of Ethics until after the complaint was filed.

19 14. In Respondent's written response, it is acknowledged that Respondent had one
20 prior incident of discipline before the Board.

21 15. In 03/21, approximately three months after engaging in therapeutic services with
22 Medical Director, Respondent began receiving clinical supervision from a clinical supervisor
23 ("Clinical Supervisor")

24 16. Pursuant to Respondent's consent agreement, the focus of supervision related to
25 working with family cases and documentation.

1 17. Clinical Supervisor made the following representations:

2 a. Although Clinical Supervisor reviewed Respondent's client list and client
3 records, If Respondent had not told Clinical Supervisor, she would not have
4 known that some individuals were Respondent's employer and her two
5 children.

6 b. Respondent did not know she was doing anything wrong.

7 18. Despite the required focus for clinical supervision, Respondent did not discuss
8 her treatment of Medical Director, Child 1 and Child 2 until after the complaint was received.

9 19. Respondent represents the following:

10 a. Respondent never deliberately withheld her treatment of Medical Director,
11 Child 1 and Child 2 from Clinical Supervisor.

12 b. Respondent did not think to discuss it with Clinical Supervisor as the
13 treatment in question had started several months earlier, and Respondent
14 felt secure in the ethical analysis she had previously performed.

15 c. Respondent fully recognizes she should have discussed the treatment
16 with Clinical Supervisor.

17 20. In a 08/03/21 progress note for Medical Director, Respondent documented the
18 following:

19 a. The unethical nature of this dual relationship was not known or discussed by
20 Medical Director or Respondent at the time of enrollment of services.

21 b. Upon speaking with Clinical Supervisor on 07/20/21 and legal counsel on
22 07/28/21, Respondent developed the understanding that the relationship
23 between Respondent and Medical Director could be viewed as a dual
24 relationship.

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1 c. Respondent reviewed the rules and statutes to learn that the relationship
2 could be seen as a violation of Arizona state statutes for licensed behavioral
3 health professionals, §32-3251(16)(y).

4 d. Upon reviewing this statute and receiving guidance from Clinical Supervisor
5 and legal counsel, Respondent met with Medical Director on 07/29/21 to
6 discuss the situation, termination of services, create a plan for on-going
7 therapy, and to provide referrals.

8 21. Respondent represented the following in her investigative interview:

9 a. If she had not received this complaint, she would have kept treating Medical
10 Director.

11 b. Had Respondent received a different Board complaint, regarding a client
12 outside of Medical Director, she would have had to make Medical Director
13 aware of the complaint.

14 c. Respondent believes they were able to maintain professional boundaries,
15 differentiating her work with Medical Director as her employer and with her as
16 a client.

17 22. Agency's consent forms for Medical Director, Child 1 and Child 2 were missing
18 four required elements.

19 23. Respondent acknowledged her obligations as a licensee to have compliant
20 documentation but noted that she had no control over Agency's clinical forms.

21 24. Progress notes were missing two required elements.

22 25. Respondent did not document Physician Assistant being present throughout
23 therapy sessions, and consent forms do not address a third party being present for sessions.

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1 26. Respondent's understanding, which she believes she obtained during her
2 training for Ketamine assisted therapy treatment, was that it was Physician Assistant's duty to
3 document the medical aspects of the treatment, and not her duty.

4 27. Respondent did not document her treatment with Medical Director in Child 1 and
5 Child 2's records.

6 28. Respondent did not document the capacity of Child 2's participation in
7 approximately nine of Child 1's sessions.

8 29. There is no evidence that Respondent's treatment of Medical Director and Child
9 1 and 2 caused any harm or created any risk of harm.

10 **CONCLUSIONS OF LAW**

11 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*
12 and the rules promulgated by the Board relating to Respondent's professional practice as a
13 licensed behavioral health professional.

14 2. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
16 recognized standards of ethics in the behavioral health profession or that constitutes a danger
17 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

18 **A.8. Multiple Clients:**

19 When a counselor agrees to provide counseling services to two or
20 more persons who have a relationship, the counselor clarifies at the
21 outset which person or persons are clients and the nature of the
22 relationships the counselor will have with each involved person. If it
23 becomes apparent that the counselor may be called upon to perform
24 potentially conflicting roles, the counselor will clarify, adjust, or
25 withdraw from roles appropriately.

1 determine if the automatic revocation of Respondent's license was supported by clear and
2 convincing evidence.

3 4. If the written request is received within 10 days of a regularly scheduled Board
4 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
5 scheduled Board meeting.

6 5. Pending the Board's review, Respondent's license shall be reported as revoked -
7 under review. Respondent may not work in any capacity as a licensed behavioral health
8 professional pending the Board's review. The Board's decision and Order shall not be subject
9 to further review.

10 6. Respondent's license, LPC-18275, will be placed on probation for 24 months,
11 effective from the date of entry as signed below.

12 7. Respondent shall not practice under their license, LPC-18275, unless they are
13 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
14 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
15 shall immediately notify the Board in writing and shall not practice under their license until they
16 submit a written request to the Board to re-commence compliance with this Consent
17 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

18 8. In the event that Respondent is unable to comply with the terms and conditions
19 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
20 such time as they are granted approval to re-commence compliance with the Consent
21 Agreement.

22 **Practice Restriction**

23 9. While on probation, Respondent will not own their own private practice.

24 10. Respondent will resign from Agency, will not accept new clients at Agency, and
25 will transition clients to new therapists within six weeks of the date of this Consent Agreement.

1 **Continuing Education**

2 11. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
4 three semester credit hour graduate level behavioral health ethics course from a regionally
5 accredited college or university, pre-approved by the Board Chair or designee. Upon
6 completion, Respondent shall submit to the Board an official transcript establishing completion
7 of the required course.

8 **Clinical Supervision**

9 12. While on probation, Respondent shall submit to clinical supervision for 24 months
10 by a masters or higher level behavioral health professional licensed by the Arizona Board of
11 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
12 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
13 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
14 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
15 letter, the clinical supervisor must address why they should be approved, acknowledge that they
16 have reviewed the Consent Agreement and include the results of an initial assessment and a
17 supervision plan regarding the proposed supervision of Respondent. The letter from the
18 supervisor shall be submitted to the Board.

19 **Focus and Frequency of Clinical Supervision**

20 13. The focus of the supervision shall relate to how to use a clinical supervisor, the
21 Board's rules and statutes, the decision-making process, behavioral health ethics, case load
22 management, multiple relationships, and dual relationships. Respondent shall meet individually
23 in person with the supervisor for a minimum of one hour weekly.

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1 **Reports**

2 14. Once approved, the supervisor shall submit quarterly reports for review and
3 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
4 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
5 more frequent supervision is needed. Quarterly reports shall include the following:

- 6 a. Dates of each clinical supervision session.
7 b. A comprehensive description of issues discussed during supervision
8 sessions.

9 15. All quarterly supervision reports shall include a copy of clinical supervision
10 documentation maintained for that quarter. All clinical supervision documentation maintained by
11 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

12 16. After Respondent's probationary period, the supervisor shall submit a final
13 summary report for review and approval by the Board Chair or designee. The final report shall
14 also contain a recommendation as to whether the Respondent should be released from this
15 Consent Agreement.

16 **Change of Clinical Supervisor During Probation**

17 17. If, during the period of Respondent's probation, the clinical supervisor determines
18 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
19 the end of supervision and provide the Board with an interim final report. Respondent shall
20 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
21 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
22 proposed clinical supervisor shall provide the same documentation to the Board as was required
23 of the initial clinical supervisor.

24 **GENERAL PROVISIONS**

25 **Provision of Clinical Supervision**

1 18. Respondent shall not provide clinical supervision while subject to this Consent
2 Agreement.

3 **Civil Penalty**

4 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil
5 penalty against the Respondent in the amount of \$1,000.00.

6 20. Respondent's payment of the civil penalty shall be stayed so long as Respondent
7 remains compliant with the terms of this Consent Agreement. If Board staff determines that
8 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
9 exception of the tolling provision under paragraph 8, the stay of the civil penalty payment shall
10 be automatically lifted and payment of the civil penalty shall be made by certified check or
11 money order payable to the Board within 30 days after being notified in writing of the lifting of
12 the stay.

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

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

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1 23. If Respondent currently sees clients in their own private practice, and obtains any
2 other type of behavioral health position, either as an employee or independent contractor, where
3 they provide behavioral health services to clients of another individual or agency, they shall
4 comply with requirements set forth in paragraphs 24 through 26 below.

5 24. Within 10 days of the effective date of this Order, if Respondent is working in a
6 position where Respondent provides any type of behavioral health related services or works in a
7 setting where any type of behavioral health, health care, or social services are provided,
8 Respondent shall provide the Board Chair or designee with a signed statement from
9 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
10 Consent Agreement. If Respondent does not provide the employer's statement to the Board
11 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
12 copy of the Consent Agreement.

13 25. If Respondent is not employed as of the effective date of this Order, within 10
14 days of accepting employment in a position where Respondent provides any type of behavioral
15 health related services or in a setting where any type of behavioral health, health care, or social
16 services are provided, Respondent shall provide the Board Chair or designee with a written
17 statement providing the contact information of their new employer and a signed statement from
18 Respondent's new employer confirming Respondent provided the employer with a copy of this
19 Consent Agreement. If Respondent does not provide the employer's statement to the Board
20 within 10 days, as required, Respondent's failure to provide the required statement to the Board
21 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
22 employer(s) with a copy of the Consent Agreement.

23 26. If, during the period of Respondent's probation, Respondent changes
24 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
25 extended leave of absence for whatever reason that may impact their ability to timely comply

1 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
2 the Board of their change of employment status. After the change and within 10 days of
3 accepting employment in a position where Respondent provides any type of behavioral health
4 related services or in a setting where any type of behavioral health, health care, or social
5 services are provided, Respondent shall provide the Board Chair or designee a written
6 statement providing the contact information of their new employer(s) and a signed statement
7 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
8 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
9 the Board within 10 days, as required, Respondent's failure to provide the required statement to
10 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
11 Respondent's employer(s) with a copy of the Consent Agreement.

12 27. Respondent shall practice behavioral health using the name under which they
13 are licensed. If Respondent changes their name, they shall advise the Board of the name
14 change as prescribed under the Board's regulations and rules.

15 28. Prior to the release of Respondent from probation, Respondent must submit a
16 written request to the Board for release from the terms of this Consent Agreement at least 30
17 days prior to the date they would like to have this matter appear before the Board. Respondent
18 may appear before the Board, either in person or telephonically. Respondent must provide
19 evidence that they have successfully satisfied all terms and conditions in this Consent
20 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
21 this Consent Agreement have been met and whether Respondent has adequately demonstrated
22 that they have addressed the issues contained in this Consent Agreement. In the event that the
23 Board determines that any or all terms and conditions of this Consent Agreement have not been
24 met, the Board may conduct such further proceedings as it determines are appropriate to
25 address those matters.

1 29. Respondent shall bear all costs relating to probation terms required in this
2 Consent Agreement.

3 30. Respondent shall be responsible for ensuring that all documentation required in
4 this Consent Agreement is provided to the Board in a timely manner.

5 31. This Consent Agreement shall be effective on the date of entry below.

6 32. This Consent Agreement is conclusive evidence of the matters described herein
7 and may be considered by the Board in determining appropriate sanctions in the event a
8 subsequent violation occurs.

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

10 *Carol Farmer*
11 Carol Farmer (Oct 22, 2022 16:59 PDT)
12 Carol L. Farmer

Oct 22, 2022
Date

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

14 By: *Mpli Zavala*
15 TOBI ZAVALA, Executive Director
16 Arizona Board of Behavioral Health Examiners

Oct 23, 2022
Date

17 **ORIGINAL** of the foregoing filed Oct 23, 2022
with:

18 Arizona Board of Behavioral Health Examiners
19 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically Oct 23, 2022
21 to:

22 Mona Baskin
23 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

24 Carol L. Farmer
25 Address of Record
Respondent

1 Andrew Breavington
2 Mitchell Stein Carey Chapman, PC
3 2600 N. Central Ave., Ste. 1000
4 Phoenix, AZ 85004
5 Attorney for Respondent

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