

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

2 **In the Matter of:**

3 **Cheryl S. Bolte, LISAC-10915, Licensed**
4 **Independent Substance Abuse Counselor,**
5 **LPC-10982, Licensed Professional**
6 **Counselor,**
7 **In the State of Arizona.**

CASE NO. 2013-0057

RELEASE FROM
CONSENT AGREEMENT AND ORDER

6 **RESPONDENT**

8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated February 4, 2015. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated February 4, 2015.

12 **ORDER**

13 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated February 4, 2015.

16 Dated this 8th day of April, 2016.

17 By: 
18 **TOBIN ZAVALA, Executive Director**
19 **Arizona Board of Behavioral Health Examiners**

20 **ORIGINAL** of the foregoing filed

This 8th day of April, 2016, with:

21 Arizona Board of Behavioral Health Examiners
22 3443 N. Central Ave., Suite 1700
23 Phoenix, AZ 85012

24 **COPY** of the foregoing mailed via

Certified mail no. 70142870000181575815

This 8th day of April, 2016, to:

25 Cheryl S. Bolte
Address of Record
Respondent

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COPY of the foregoing mailed via Mail
This 8th day of April, 2016 to:

Larry Cohen
The Cohen Law Firm
P.O. Box 10056
Phoenix, AZ 85064
Attorney for Respondent

1 Consent Agreement.

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

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining
8 sanctions in any 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank
19 and the Healthcare Integrity and Protection Data Bank.

20 8. Respondent further understands that any violation of this Consent Agreement
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(15)(n) and may result in
22 disciplinary action pursuant to A.R.S. § 32-3281.

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

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 Nos. LPC-10982 and LISAC-10915 for the
4 practice of professional counseling and substance abuse counseling in Arizona.

5 2. Respondent operates a private practice.

6 3. On 11/06/12, Respondent contacted a therapist ("Therapist") for assistance
7 regarding her drinking problem.

8 4. On 12/31/12 Respondent entered into an inpatient treatment facility.

9 5. On 01/29/13 Respondent was discharged from the treatment facility.

10 6. The treatment center's discharge summary stated that Respondent successfully
11 completed the program and accepted the treatment team's primary after-care recommendations
12 for individual and group therapy and recovery monitoring.

13 7. According to Respondent, among other things, since her discharge she has
14 initiated the following after-care activities:

15 a. Monitoring through the Sober-Link monitoring system; Respondent gives
16 a breath sample four times a day, seven days a week, with the results
17 reported to counselor;

18 b. Attends AA meetings daily and has a sponsor, focused on 12 Step
19 issues.

20 c. Attends individual counseling once a week;

21 d. Attends group counseling (a 12 Step program for those in their 1st year
22 of recovery) weekly; and

23 e. Attends family counseling monthly.

24 8. In 05/13, Respondent entered into an interim consent agreement ("ICA") with
25 the Board which allowed her to practice under the following stipulations:

- 1 a. Continue monitoring through Sober-Link monitoring system four times
2 daily;
- 3 b. Attend AA meetings at least 3 times per week and continue 12 step work
4 with a sponsor;
- 5 c. Continue individual and group therapy;
- 6 d. Submit to clinical supervision by an independently licensed masters or
7 higher level behavioral health professional; and
- 8 e. Take and pass a graduate level course in addictions.
- 9 9. In 11/14, Respondent submitted a request for release from the ICA.
- 10 10. Respondent reports that she is in compliance with all terms set forth in the ICA
11 and has maintained sobriety since December 2012.

12 CONCLUSIONS OF LAW

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

16 2. The conduct and circumstances described in the Findings of Fact constitute a
17 violation of A.R.S. § 32-3251(12)(l), any conduct, practice or condition that impairs the ability of
18 the licensee to safely and competently practice the licensee's profession.

19 ORDER

20 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
21 the provisions and penalties imposed as follows:

22 1. Respondent's licenses, LISAC-10915 and LPC-10982, will be placed on
23 probation until February 7, 2016.

24 2. Respondent shall not practice under her licenses, LISAC-10915 and LPC-10982,
25 unless she is fully compliant with all terms and conditions in this Consent Agreement. If, for any

1 reason, Respondent is unable to comply with the terms and conditions of this Consent
2 Agreement, she shall immediately notify the Board in writing and shall not practice under her
3 license until she submits a written request to the Board to re-commence compliance with this
4 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

5 3. In the event that Respondent is unable to comply with the terms and conditions
6 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
7 such time as she is granted approval to re-commence compliance with the Consent
8 Agreement.

9 **Monitoring**

10 4. Respondent shall continue monitoring with Sober-Link two times per day.

11 a. Respondent shall submit each quarter to the Board chair or designee a
12 report confirming continuing monitoring and the results of that
13 monitoring.

14 b. In the event of any unresolved positive report, Respondent shall
15 immediately cease practice, making arrangements for the further clinical
16 care of her clients/patients by others.

17 c. Within twenty four hours, Respondent shall notify the Board of the
18 positive report, with an explanation, if any, for the positive report.

19 d. The Board chair or designee shall determine whether to permit
20 Respondent to resume clinical practice under the terms of this Consent
21 Agreement or to schedule a meeting of the Board to address the positive
22 result and such further action as the Board determines and, pending
23 further action by the Board, direct Respondent to continue to forebear
24 from clinical practice. The Board reserves the right to immediately review
25 the positive report and pursue any of the remedies that are available to

1 it, including but not limited to summarily suspending Respondent's
2 licenses.

3 **Recovery Program**

4 5. While on probation, Respondent shall continue to attend AA at a minimum of 2
5 times per week. Respondent shall have current sponsor provide quarterly reports to the Board
6 Chair or designee attesting to Respondent's attendance and participation.

7 **Therapy**

8 6. During the period of probation, Respondent shall continue therapy to the extent
9 and in such manner as her current therapist recommends.

10 **Focus and Frequency of Therapy**

11 7. The focus of the therapy shall relate to addiction, psychological aspects of
12 addiction, relapse prevention and the impact of impairment on professional practice. The
13 frequency and mode of therapy will be based on her current therapist's recommendation.

14 **Reports**

15 8. The therapist shall submit quarterly reports and a final summary report to the
16 Board for review and approval. The quarterly reports shall include issues presented in this
17 Consent Agreement that need to be reported and the therapist shall notify the Board if more
18 frequent therapy is needed. The reports shall address Respondent's current mental health
19 status, medications prescribed, if any, treatment recommendation, and shall report if, in his/her
20 professional opinion, Respondent becomes unable to practice psychotherapy safely and
21 competently. The final report shall also contain a recommendation as to whether the
22 Respondent should be released from this Consent Agreement.

23 **Change of Therapist**

24 9. In the event that, during the period of Respondent's probation, Respondent's
25 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new

1 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
2 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
3 treatment, the proposed therapist shall submit a letter addressing why he/she should be
4 approved, acknowledging that he/she has reviewed the Consent Agreement, and include the
5 results of an initial assessment and a treatment plan regarding the proposed treatment of
6 Respondent.

7 **GENERAL PROVISIONS**

8 **Provision of Clinical Supervision**

9 10. Respondent shall not provide clinical supervision while subject to this Consent
10 Agreement.

11 **Civil Penalty**

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

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

21 13. Within 10 days of being notified of the lifting of the stay, Respondent may request
22 that the matter be reviewed by the Board for the limited purpose of determining whether the
23 automatic lifting of the stay was supported by substantial evidence. If the Board receives the
24 written request within 10 days or less of the next regularly scheduled Board meeting, the
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1 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board
2 meeting. The Board's decision on this matter shall not be subject to further review.

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

8 15. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 she provides behavioral health services to clients of another individual or agency, she shall
11 comply with requirements set forth in Paragraphs 45 through 46 below.

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

20 17. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of her new employer and a signed statement from
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board
3 shall be deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

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

19 19. Respondent shall practice substance abuse and counseling using the name
20 under which she is licensed. If Respondent changes her name, she shall advise the Board of
21 the name change as prescribed under the Board's regulations and rules.

22 20. Prior to the release of Respondent from probation, Respondent must submit a
23 written request to the Board for release from the terms of this Consent Agreement at least 30
24 days prior to the date she would like to have this matter appear before the Board. Respondent
25 may appear before the Board, either in person or telephonically. Respondent must provide

1 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.
2 The Board has the sole discretion to determine whether all terms and conditions of this Consent
3 Agreement have been met and whether Respondent has adequately demonstrated that she has
4 addressed the issues contained in this Consent Agreement. In the event that the Board
5 determines that any or all terms and conditions of this Consent Agreement have not been met,
6 the Board may conduct such further proceedings as it determines are appropriate to address
7 those matters.

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

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

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

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

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

17 Cheryl Bolte
18 Cheryl S. Bolte

1/28/15
Date

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

20 Dated this 4th day of February, 2015.

21 By: Tobi Zavala
22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

24
25 ORIGINAL of the foregoing filed
This 4th day of February, 2015 with:

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Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

COPY of the foregoing mailed via Interagency Mail
This 4th day of February, 2015, to:

Marc Harris
Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

COPY of the foregoing mailed via
Certified mail no. 701412000000 66536638
This 4th day of February, 2015, to:

Cheryl S. Bolte
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 4th day of February, 2015 to:

Larry Cohen
P.O. Box 10056
Phoenix, AZ 85064
Attorney for Respondent

1 reconsideration, appeal, judicial review or any other administrative and/or judicial action,
2 concerning the matters related to the Interim Consent Agreement.

3 4. Respondent understands that this Interim Consent Agreement does not
4 constitute a dismissal or resolution of this matter or any matters that may be currently pending
5 before the Board and does not constitute any waiver, express or implied, of the Board's
6 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
7 or proceedings. Respondent also understands that acceptance of this Interim Consent
8 Agreement does not preclude any other agency, subdivision, or officer of this State from
9 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
10 Interim Consent Agreement. Respondent does not intend her acceptance of this Interim
11 Consent Agreement to constitute an admission of any fact or facts and she enters into this
12 agreement as an interim compromise of a pending matter. Respondent further does not
13 relinquish her rights to an administrative hearing, rehearing, review, reconsideration, judicial
14 review or any other administrative and/or judicial action, concerning the matters related to a
15 final disposition of this matter, unless she affirmatively does so as part of the final resolution of
16 this matter.

17 5. Respondent acknowledges and agrees that upon signing this Interim Consent
18 Agreement and returning it to the Board's Executive Director, Respondent may not revoke her
19 acceptance of this Interim Consent Agreement or make any modifications to it. Any
20 modification of this original document is ineffective and void unless mutually approved by the
21 parties in writing.

22 6. Respondent understands that this Interim Consent Agreement shall not become
23 effective unless and until it is adopted by the Board and signed by its Executive Director.

24 7. Respondent understands and agrees that if the Board does not adopt this
25 Interim Consent Agreement, she will not assert in any future proceedings that the Board's

1 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
2 other similar defense.

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

7 9. Respondent understands that this Interim Consent Agreement does not alleviate
8 her responsibility to comply with the applicable license-renewal statutes and rules. If this
9 Interim Consent Agreement remains in effect at the time Respondent's behavioral health
10 licenses come up for renewal, she must renew her licenses if Respondent wishes to retain her
11 licenses. If Respondent elects not to renew her licenses as prescribed by statute and rule,
12 Respondent's licenses will not expire but rather, by operation of law (A.R.S. § 32-3202),
13 become suspended until the Board takes final action in this matter. Once the Board takes final
14 action, in order for Respondent to be licensed in the future, she must submit a new application
15 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

16 10. Respondent understands that any violation of this Interim Consent Agreement
17 constitutes unprofessional conduct under A.R.S. § 32-3251(12)(n), violating a formal order,
18 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
19 action under A.R.S. § 32-3281.

20 **INTERIM FINDINGS OF FACT**

21 1. The Board is the duly constituted authority for licensing and regulating the
22 practice of independent substance abuse counseling and professional counseling in the State
23 of Arizona.

24 2. Respondent is the holder of License Nos. LISAC-10915 and LPC-10982.

25 3. Respondent operates a private practice in Scottsdale.

1 **Clinical Supervision**

2 3. Respondent shall submit to clinical supervision by a masters or higher level
3 behavioral health professional licensed at the independent level or like qualified licensed
4 professional. Within 30 days of the date of this Interim Consent Agreement, Respondent shall
5 submit the name of a clinical supervisor for pre-approval by the Substance Abuse Committee
6 Chair or designee. Also, within 30 days of the date of this Interim Consent Agreement, the
7 clinical supervisor shall submit a letter disclosing his/her prior relationship to Respondent. In
8 that letter, the supervisor must address why he/she should be approved, acknowledge that
9 he/she has reviewed the Interim Consent Agreement and include the results of an initial
10 assessment and a supervision plan regarding the proposed supervision of Respondent. The
11 letter from the supervisor shall be submitted to the Board.

12 **Focus and Frequency of Clinical Supervision**

13 4. The focus of supervision shall relate to judgment, ethical conduct and substance
14 abuse issues. During the first twelve months, Respondent shall meet individually in person
15 with the supervisor for a minimum of one hour at least twice monthly. Thereafter and for the
16 remainder of the Interim Consent Agreement, Respondent shall meet individually and in person
17 with the supervisor for a minimum of one hour at least once monthly. More frequent meetings
18 may be scheduled as the supervisor deems appropriate and necessary.

19 **Reports**

20 5. Once approved, the supervisor shall submit quarterly reports for review and
21 approval by the Substance Abuse Credentialing Committee Chair or designee. The quarterly
22 reports shall include issues presented in this Interim Consent Agreement that need to be
23 reported and the supervisor shall notify the Board if more frequent supervision is needed.
24 Quarterly reports shall include the following:

- 25 a. Dates of each clinical supervision session;

- 1 c. Within 24 hours after receiving a positive report Respondent shall notify
2 the Board of the positive report. Within the next 24 hours, Respondent
3 shall provide the Board with an explanation, if any.
- 4 d. The Substance Abuse Committee Chair or designee shall determine
5 whether to permit Respondent to resume clinical practice under the
6 terms of this Interim Consent Agreement or to schedule a meeting of the
7 Substance Abuse Committee to address the positive result and such
8 further action as the Committee determines should be recommended to
9 the Board and, pending further action by the Committee and Board,
10 direct Respondent to continue to forebear from clinical practice. The
11 Board reserves the right to immediately review the positive report and
12 pursue any of the remedies that are available to it pursuant to its statutes
13 and regulations.

8 Therapy

9 10. While subject to the Interim Consent Agreement, Respondent shall continue
10 with the following therapeutic activities:

- 11 a. Attend AA meetings at least 3 times per week and continue regular 12
12 step work with a sponsor, who shall provide quarterly reports to the
13 Substance Abuse Credentialing Committee Chair or designee attesting
14 to Respondent's attendance and participation;
- 15 b. Participate in individual and group therapy with a masters or higher level
16 behavioral health professional at the independent level, licensed
17 psychologist or like qualified professional.

18 (1) Within 30 days of the date of this Interim Consent Agreement,
19 Respondent shall submit the name of her therapist and the therapist's
20 curriculum vitae for pre-approval by the Substance Abuse Committee
21 Chair or designee. Also, within 30 days of the date of this Interim
22 Consent Agreement, the therapist shall submit a letter addressing why
23 he/she should be approved, acknowledging that he/she has reviewed
24 the Interim Consent Agreement and include the results of an initial
25 assessment and a treatment plan regarding the proposed treatment of
Respondent.

(2) Upon approval, the Board will provide the therapist with copies of
any required evaluations completed at the request of the Board and the
Board's investigative report.

(3) The focus of the therapy shall relate to addiction, psychological
aspects of addiction, relapse prevention and the impact of impairment
on professional practice.

(4) Once approved, the therapist shall submit quarterly reports for
review and approval by the Substance Abuse Credentialing Committee
Chair or designee. The quarterly reports shall include issues presented
in this Interim Consent Agreement that need to be reported and the

1 therapist shall notify the Board if more frequent therapy is needed. The
2 reports shall address Respondent's current sobriety status, treatment
3 recommendations and shall report, if, in his/her professional opinion,
respondent becomes unable to practice psychotherapy safely and
competently.

4 **Provision of Clinical Supervision**

5 11. Respondent shall not provide clinical supervision while subject to this Interim
6 Consent Agreement.

7 **General Provisions**

8 12. After 12 months and upon the therapist's and supervisor's written
9 recommendation, Respondent may request release from the Interim Consent Agreement if all
10 other terms of the Interim Consent Agreement have been met. At that time, the Board shall
11 determine whether it is appropriate to release Respondent from the Interim Consent
12 Agreement and enter a final disposition in this matter that is consistent with its statutory and
13 regulatory authority.

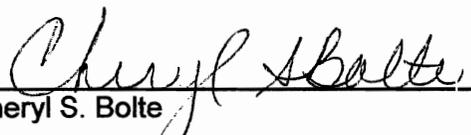
14 13. Also after 12 months, Respondent may submit a request for a change in the
15 means and frequency of monitoring, which request may be considered by the substance abuse
16 committee with a recommendation to the Board for action concerning the request.

17 14. Respondent shall bear all costs relating to the terms required in this Interim
18 Consent Agreement.

19 15. Respondent shall be responsible for ensuring that all documentation required in
20 this Interim Consent Agreement is provided to the Board in a timely manner.

21 16. This Interim Consent Agreement shall be effective on the date of entry below.

22 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS INTERIM CONSENT AGREEMENT**

23 
24 Cheryl S. Bolte

23 5/1/13
24 Date

1 **BOARD ACCEPTS, SIGNS AND DATES THIS INTERIM CONSENT AGREEMENT**

2 Dated this 2nd day of May, 2013.

3
4 

5 By _____
6 Executive Director
7 Arizona Board of Behavioral Health Examiners

8 **Original** of the foregoing filed
9 this 2nd day of May, 2013 with

10 Arizona Board of Behavioral Health Examiners
11 3443 N. Central Avenue
12 Suite 1700
13 Phoenix, Arizona 85012

14 **Copy** of the foregoing mailed via US mail
15 this 2nd day of May, 2013 to:

16 7012 2920 0001 18731 3422

17 Cheryl S. Bolte
18 Address or Record
19 Respondent

20 Larry J. Cohen
21 COHEN LAW FIRM
22 P.O. Box 10056
23 Phoenix, Arizona 85064
24 Counsel for Respondent

25 **Copy** of the foregoing mailed via Interagency Mail
this 2nd day of May, 2013 to:

Marc H. Harris
Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

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21 Tobi Zavala, Assistant Director
22 602-542-1617
23 Doc#3266603