

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

2 **In the Matter of:**

3 **Arnie Kahn, LISAC-1174**  
4 **Licensed Independent Substance Abuse**  
5 **Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2015-0027**

**RELEASE FROM**  
**CONSENT AGREEMENT AND ORDER**

8 The Board received a request from Respondent to release him from the terms and  
9 conditions of the Consent Agreement and Order dated October 7, 2014. After consideration, the  
10 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
11 and Order dated October 7, 2014.


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 October 7, 2014.

16 Dated this 7<sup>th</sup> day of December, 2015.

17 By:

18   
19 **TOBIN ZAVALA, Executive Director**  
20 **Arizona Board of Behavioral Health Examiners**

21 **ORIGINAL** of the foregoing filed

22 This 7<sup>th</sup> day of December, 2015, with:

23 Arizona Board of Behavioral Health Examiners  
24 3443 N. Central Ave., Suite 1700  
25 Phoenix, AZ 85012

**COPY** of the foregoing mailed via

26 Certified mail no. 70147870 0001 89574993  
27 This 7<sup>th</sup> day of December, 2015, to:

28 Arnie Kahn  
29 Address of Record  
30 Respondent



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

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

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

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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

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

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1 acknowledging that he/she has reviewed the Consent Agreement and include the results of an  
2 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

3 5. Upon approval, the Board will provide the therapist with copies of any required  
4 evaluations completed at the request of the Board prior to this Consent Agreement and the  
5 Board's investigative report.

#### 6 Focus and Frequency of Therapy

7 6. The focus of the therapy shall relate to impulse control and anger management.  
8 Respondent shall meet in person with the therapist twice monthly.

#### 9 Reports

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

#### 18 Change of Therapist

19 8. In the event that, during the period of Respondent's probation, Respondent's  
20 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new  
21 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee  
22 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
23 treatment, the proposed therapist shall submit a letter addressing why he/she should be  
24 approved, acknowledging that he/she has reviewed the Consent Agreement, and include the

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1 results of an initial assessment and a treatment plan regarding the proposed treatment of  
2 Respondent.

3 **Domestic Violence Program**

4 9. While on probation, Respondent shall complete a 36-hour domestic violence  
5 program that is pre-approved by the Board chair and designee. Upon completion, Respondent  
6 shall submit a certificate of completion of the required domestic violence program.

7 **Early Release**

8 10. Upon the completion of the stipulations set forth in this Consent Agreement and  
9 upon the therapist's recommendation, Respondent may request early release from the Consent  
10 Agreement after 12 months.

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 11. Respondent shall not provide clinical supervision while subject to this Consent  
14 Agreement.

15 **Civil Penalty**

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

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

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

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

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 his 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(12)(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 his ability to timely comply with  
8 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the  
9 Board of his 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 his 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(12)(n) and the Board will provide Respondent's  
18 employer(s) with a copy of the Consent Agreement.

19 19. Respondent shall practice counseling using the name under which he is licensed.  
20 If Respondent changes his name, he shall advise the Board of the name change as prescribed  
21 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 he 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 he 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 he 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 Arnie Kahn 10/2/14  
18 Arnie Kahn Date

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

20 Dated this 7th day of October, 2014.

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

24 **ORIGINAL** of the foregoing filed  
This 7th day of October, 2014 with:

25 ...

1 Arizona Board of Behavioral Health Examiners  
2 3443 N. Central Ave., Suite 1700  
3 Phoenix, AZ 85012

4 **COPY** of the foregoing mailed via Interagency Mail

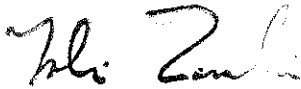
5 This 7<sup>th</sup> day of October, 2014, to:

6 Marc Harris  
7 Assistant Attorney General  
8 1275 West Washington  
9 Phoenix, Arizona 85007

10 **COPY** of the foregoing mailed via

11 Certified mail no. 70141200000066330278  
12 This 7<sup>th</sup> day of October, 2014, to:

13 Arnie Kahn  
14 Address of Record  
15 Respondent

16 

17 Tobi Zavala, Executive Director  
18 602-542-1617