



1           3.     Respondent has the right to consult with an attorney prior to entering into  
2 this 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  
5 revoke her acceptance of this Consent Agreement or make any modifications to it. Any  
6 modification of this original document is ineffective and void unless mutually approved  
7 by the parties in writing.

8           5.     Although Respondent does not agree that all the Findings of Fact set  
9 forth in this Consent Agreement are supported by the evidence, Respondent  
10 acknowledges that it is the Board's position that, if this matter proceeded to formal  
11 hearing, the Board could establish sufficient evidence to support a conclusion that  
12 certain of Respondent's conduct constituted unprofessional conduct. Therefore,  
13 Respondent has agreed to enter into this Consent Agreement as an economical and  
14 practical means of resolving the issues associated with the complaints filed against  
15 her. Further, Respondent acknowledges that the Board may use the evidence in its  
16 possession relating to this Consent Agreement for purposes of determining sanctions  
17 in any future matter.

18           6.     This Consent Agreement is subject to the Board's approval and will be  
19 effective only when the Board accepts it. In the event the Board in its discretion does  
20 not approve this Consent Agreement, this Consent Agreement is withdrawn and shall  
21 be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary  
22 action by any party hereto, except that Respondent agrees that should the Board reject  
23 this Consent Agreement and this case proceeds to hearing, Respondent shall assert  
24  
25

1 no claim that the Board was prejudiced by its review and discussion of this document  
2 or of any records relating thereto.

3 7. Respondent understands that once the Board approves and signs this  
4 Consent Agreement, it is a public record that may be publicly disseminated as a formal  
5 action of the Board. National Practitioner Data Bank and the Healthcare Integrity and  
6 Protection Data Bank.

7 **RESPONDENT'S FURTHER RECITALS**

8 1. Respondent gives notice to the Board that her decision to forgo a formal  
9 administrative hearing at which Respondent can present evidence and cross examine  
10 the State's witnesses and to irrevocably waive her right to any rehearing or judicial  
11 review relating to the allegations contained in this Consent Agreement was based on  
12 the reasons set forth in Paragraph 5 of the Recitals, and other like reasons,

13 2. Respondent gives notice to the Board of her expectation, as a material  
14 condition of her execution of this Consent Agreement, that upon voting to accept this  
15 Consent Agreement and returning it to the Board's Executive Director, the Board will  
16 not revoke its acceptance of this Consent Agreement or make any modifications to it.

17 3. Respondent gives notice to the Board of her expectation as a material  
18 condition of her execution of this Consent Agreement, that any modification of this  
19 original document is ineffective and void unless mutually approved by the parties in  
20 writing.  
21

22 4. Respondent gives notice to the Board that she reserves the right to  
23 contest the evidence the Board has in its possessing relating to the Consent  
24 Agreement for any purpose, including the purposes of contesting a proposed sanction  
25



1           5.     With respect to the Board's factual allegations in Paragraph 4, it is  
2 Respondent's position that the husband and/or daughter maintained ownership of  
3 Agency 1 for only a part of the period of Respondent's tenure at Agency 1.

4           6.     In addition, according to Arizona Corporation Commission records, in  
5 2011 and 2012, Respondent was the President, Director, and a shareholder with more  
6 than 20% ownership interest of Agency 1.

7           7.     With respect to the Board's factual allegations in Paragraph 6, it is  
8 Respondent's position that the designation of her as President, Director and  
9 shareholder with more than 20% ownership interest of Agency 1 was done without her  
10 knowledge or consent, and further that as soon as she became aware of this  
11 designation she took immediate steps to end this designation.  
12

13          8.     While providing behavioral health services at Agency 1:

- 14           a.     Respondent's direct and clinical supervisors were employed by,  
15                 Respondent's immediate family members.
- 16           b.     In an effort to ensure objectivity, A.A.C. R4-6-210(1) provides that, an  
17                 individual whose objective assessment of the supervisee's  
18                 performance may be limited by a relationship with the supervisee shall  
19                 not provide direct or clinical supervision.
- 20           c.     Despite this rule, Respondent received direct and clinical supervision  
21                 from individuals who were employed by Respondent's immediate  
22                 family members.

23          9.     With respect to the Board's factual allegations in Paragraph 8(a) above, it  
24 is Respondent's position that her direct and clinical supervisors were employed by  
25 Respondent's immediate family members as set forth in paragraphs 4 and 5 above, for  
only a part of her tenure at Agency 1.

1           10. With respect to the Board's factual allegations in Paragraph 8(b) above, it  
2 is Respondent's position that the wording of this statute does not apply to the facts  
3 alleged because there was no relationship between the supervisor and the supervisee  
4 that limited the supervisor's objective assessment of the supervisee; that the regulation  
5 cited as authority by the Board is being misused by the Board to apply to how the  
6 supervisor's relationship with the employer may affect the supervisor's objective  
7 assessment and there is nothing in this regulation dealing with the supervisor's  
8 relationship with the employer.  
9

10           11. With respect to the Board's factual allegations in Paragraph 8(c) above, it  
11 is Respondent's position that as early as 2005 this Board was aware of the fact that  
12 Respondent was receiving direct and clinical supervision by individuals who were  
13 employed by Respondent's immediate family member and despite that fact, and  
14 further despite the fact that in 2007 the Board explicitly reviewed the nature of the  
15 direct and clinical supervision the Respondent was receiving at Agency 1, the Board  
16 never invoked A.A.C. R4-6-210(1) as a basis for administrative action against her  
17 license or even criticism of the circumstances under which she was receiving  
18 supervision.  
19

20           12. From 12/07-01/10, Respondent provided behavioral health services to an  
21 adult female client ("Client 1").

22           13. During the course of treatment, Client 1 presented with suicidal ideation  
23 and/or suicide risk factors on 5 separate occasions.

24           14. For example, on 09/29/08, Respondent documented a phone call from  
25 Client 1 as follows:

- 1 a. "[Client 1] called with feelings of suicide and depression, reports  
2 Cymbalta isn't working for her."  
3 b. "[Client 1] began crying several times thru out phone conversation –  
4 asked [Respondent] to give her reasons why she shouldn't end her  
5 life."  
6 c. "Admitted to lying around or sleeping most of the week – could not get  
7 motivated to do anything but simplest chores."  
8 d. "[Client 1] stated she would use pills to kill herself.

9 15. With respect to the quotations from the records set forth by the Board in  
10 Paragraph 14, subparagraphs a through d, it is Respondent's position that these  
11 quotations are taken out of context, and that when put in context it would be clear that  
12 Respondent was attentive concerning and responsive to the substance and  
13 significance of these statements, meeting the applicable standard of care.

14 16. On 03/09/09, Client 1 sent an email to Respondent, indicating the  
15 following:

- 16 a. "I feel like no matter what I mess up."  
17 b. "I am so down on myself."  
18 c. "Maybe I should just move to London then kill myself from the guilt of  
19 leaving my kids.

20 17. With respect to the quotations from the records set forth by the Board in  
21 Paragraph 16, subparagraphs a through c, it is Respondent's position that these  
22 quotations are taken out of context, and that when put in context it would be clear that  
23 Respondent was attentive concerning and responsive to the substance and  
24 significance of these statements, meeting the applicable standard of care.  
25

1           18.    There were no documents in Client 1's records indicating that  
2 Respondent completed an adequate suicide risk assessment for Client 1, on any  
3 occasion.

4           19.    With respect to the Board's factual allegations in Paragraph 18, it is  
5 Respondent's position that there was documentation of her completing suicide risk  
6 assessments on multiple occasions, and further that Respondent has consulted with a  
7 recognized national expert on suicide assessment who would opine that her  
8 assessments and actions were well within the applicable standard of care.  
9

10          20.    Also in review of Client 1's records, it was discovered that Respondent  
11 failed to create a written Treatment Plan for Client 1, despite treating Client 1 for  
12 approximately 3 years.

13          21.    With respect to the Board's factual allegations in Paragraph 20, it is  
14 Respondent's position that there were two treatment plans in the records for Client 1  
15 and that her treatment plans met the applicable standard of care.

16          22.    Following the termination of Client 1's treatment, Respondent and Client  
17 1 engaged in a personal and social relationship.

18          23.    With respect to the Board's factual allegations in Paragraph 22, it is  
19 Respondent's position that approximately 18 months after the termination of Client 1's  
20 treatment, Respondent and Client 1 entered into a business relationship that appeared  
21 at that point to benefit and not to pose any risk of harm to Client 1, and that after  
22 Respondent's counseling relationship with Client 1 ended Respondent also engaged in  
23 some but not extensive personal and social activities with Client 1.  
24  
25

1           24.    Around 06/10, Respondent posted a picture on Facebook, which showed  
2 Respondent and Client 1 sitting together at a restaurant table.

3           25.    Along with that picture, Respondent posted the statement, "Me and  
4 [Client 1] enjoying Scottsdale nite life."

5           26.    In a 10/02/11 email from Client 1 to Respondent, Client 1 wrote, "Please  
6 do. So I don't forget, if I could pick up my shirt and necklace with the form that would  
7 be great."

8           27.    Respondent replied to Client 1, "Oh shit, I forgot again."

9           28.    Around 2011, Respondent hired Client 1's professional realty services in  
10 the sale of Respondent's home.  
11

12          29.    Client 1 represents that:

13           a.    Near the end of the realty transaction, Respondent said she did not  
14 trust Client 1 and questioned Client 1's character.

15           b.    Client 1 was devastated when Respondent said these things.

16          30.    With respect to the Board's factual allegations in paragraph 29,  
17 subparagraphs a-b, it is Respondent's position that Respondent did not use this  
18 language in communicating with Client 1; further, that the first time Respondent used  
19 language which indicated that she questioned the integrity of Client 1 occurred while  
20 Respondent was being interviewed by a member of this Board's staff during the  
21 Board's investigation of Respondent's interactions with Client 1 in connection with the  
22 real estate matter; and that the only way Respondent's views about Client 1 on this  
23 point could have been communicated to Client 1 was by something said to Client 1 by  
24 a member of the Board staff.  
25

1           31.    In a 01/23/12 text message, Respondent wrote to Client 1, "Is there a  
2 reason why you keep dirtsearching me? I can trace your IP address. Nothing has  
3 changed about me since last summer when you first dirtsearched me. Oh wait...  
4 except for the fact that my once good friend stabbed me in the back. That's probably  
5 not showing up on dirtsearch yet though."

6           32.    With respect to the Board's factual allegations in Paragraph 31, it is  
7 Respondent's position that this quotation is taken out of the context of the personal and  
8 professional harassment in which the Respondent was being victimized at this time.

9           33.    Around 06/11, Respondent acknowledges that she revealed information  
10 regarding Client 1 to a mutual friend ("Friend").

11           34.    With respect to the Board's factual allegations in Paragraph 33, it is  
12 Respondent's position that at the time she met with Friend in 6/11 Friend was not a  
13 mutual friend of Client 1; and further that at no time did Respondent ever reveal the  
14 identity of Client 1 nor any means by which Friend could identify Client 1 as one of the  
15 people to whom Respondent was referring when Respondent discussed how different  
16 people deal with different challenges in their lives.

17           35.    Although Respondent maintains that she did not identify Client 1 by name  
18 when speaking about Client 1's issues, Friend's 11/11 affidavit indicates, "At or around  
19 June 25, 2011, [Respondent] began disclosing obvious, embarrassing confidential  
20 patient information to me regarding [Client 1]."  
21

22           36.    With respect to the Board's factual allegations in Paragraph 35, it is  
23 Respondent's position that Client 1 corroborated during the December 4, 2014 meeting  
24 before this Board, that Respondent never revealed any information to Friend through  
25

1 which Friend could identify Client 1 as one of the people to whom Respondent was  
2 referring when Respondent discussed how different people deal with different  
3 challenges in their lives.

4 37. With regard to revealing information about Client 1, Respondent's 06/13  
5 complaint response indicated:

- 6 a. "[Respondent] acknowledges that revealing information about [Client  
7 1], even without identifying [Client 1] by name, is unprofessional  
8 conduct and is committed not to engaging in such behavior in the  
9 future."  
b. "[Respondent] is prepared to accept responsibility and the  
consequences of her actions in this instance."

10 38. With respect to the Board's factual allegations in Paragraph 37, it was  
11 Respondent's position in her response to the Complaint and it continues to be her  
12 position now that she should not have revealed information about Client 1 even at the  
13 very general and anonymous level that she did.

14 **Case No. 2014-0001**

15 39 From 11/10–05/13, Respondent provided behavioral health services to an  
16 adult male client ("IT Client").

17 40. During the course of treatment, Respondent and IT Client exchanged  
18 approximately 32 non-therapeutic emails regarding negative online reviews and  
19 information technology–related services.

20 41. With respect to the Board's factual allegations in Paragraph 40, it is  
21 Respondent's position that she never solicited nor sought assistance from IT Client,  
22 and that he initiated all actions concerning the proposed removal of the false and  
23 defamatory statements from the Internet, but further acknowledges that she  
24  
25

1 communicated to IT Client information he sought in the course of IT Client taking action  
2 to remove the defamatory information about Respondent.

3 42. For example:

4 a. A 03/04/12 email from IT Client to Respondent indicated:

- 5 • "I spoke too soon yesterday and your system crashed pretty hard."
- 6 • "But finally got things in a good working order."
- 7 • "In a nutshell, the mixed memory, a bad module, bad drivers, and  
8 corrupt files are the source of your crashes."
- 9 • "New memory installed from Fry's electronics, drivers updated,  
10 Operating System repaired. It is running smooth."
- 11 • IT Client identified a list of new programs on Respondent's  
12 computer.

13 b. In his 04/19/13 deposition, IT Client testified as follows:

- 14 • IT Client completes IT work for Respondent, as needed.
- 15 • "The last project, she had problems with a laptop and so I fixed it."

16 **Case No. 2015-0042**

17 43. Around 09/14, Respondent began providing independent contract  
18 services through a behavioral health agency ("Agency 2"), which Respondent's  
19 daughter created and incorporated.

20 44. Although Respondent maintains that she received direct and clinical  
21 supervision through Agency 2, Respondent's direct and clinical supervisor was  
22 employed by Respondent's immediate family member, Respondent's daughter.

23 45. In an effort to maintain objectivity, A.A.C. R4-6-210(1) provides that, an  
24 individual whose objective assessment of the supervisee's performance may be limited  
25 by a relationship with the supervisee shall not provide direct or clinical supervision.



1           2.     The conduct and circumstances described in the Findings of Fact  
2 constitute a violation of A.R.S. § 32-3251(12)(l)<sup>1</sup>, any conduct, practice or condition  
3 that impairs the ability of the licensee to safely and competently practice the licensee's  
4 profession.

5           3.     The conduct and circumstances described in the Findings of Fact  
6 constitute a violation of A.R.S. § 32-3251(12)(k), any conduct or practice that is  
7 contrary to recognized standards of ethics in the behavioral health profession or that  
8 constitutes a danger to the health, welfare or safety of a client, as it relates to the  
9 following 2005 ACA Code of Ethics:  
10

- 11           a.     **A.5.c Nonprofessional Interactions or Relationships:** Counselor-  
12 client nonprofessional relationships with clients, former clients, their  
romantic partners, or their family members should be avoided, except  
when the interaction is potentially beneficial to the client.
- 13           b.     **A.5.d. Potentially Beneficial Interactions:** When a counselor-client  
14 nonprofessional interaction with a client or former client may be  
potentially beneficial to the client or former client, the counselor must  
15 document in case records, prior to the interaction (when feasible), the  
rationale for such an interaction, the potential benefit, and anticipated  
16 consequences for the client or former client and other individuals  
significantly involved with the client or former client. Such interactions  
17 should be initiated with appropriate client consent. Where  
unintentional harm occurs to the client or former client, or to an  
18 individual significantly involved with the client or former client, due to  
the nonprofessional interaction, the counselor must show evidence of  
19 an attempt to remedy such harm. Examples of potentially beneficial  
interactions include, but are not limited to, attending a formal  
20 ceremony (e.g., a wedding/commitment ceremony or graduation);  
purchasing a service or product provided by a client or former client  
21 (excepting unrestricted bartering); hospital visits to an ill family  
member; mutual membership in a professional association,  
organization, or community.

22           4.     The conduct and circumstances described in the Findings of Fact  
23 constitute a violation of A.R.S. § 32-3251(12)(t), disclosing a professional confidence or  
24

---

25 <sup>1</sup> In addition to A.R.S. § 32-3251(12)(l), the Board found a violation of A.R.S. § 32-  
3251(15)(l), for unprofessional conduct that occurred on or after 09/13/13.

1 privileged communication except as may otherwise be required by law or permitted by  
2 a valid written release.

3 5. The conduct and circumstances described in the Findings of Fact  
4 constitute a violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice  
5 standards as developed by the Board, as it relates to the following:

6 A.A.C. R4-6-1102, Treatment Plan.

7 6. The conduct and circumstances described in the Findings of Fact  
8 constitute a violation of A.R.S. § 32-3251(12)(y), engaging in a dual relationship with a  
9 client that could impair the licensee's objectivity of professional judgment or create a  
10 risk of harm to the client. For the purposes of this subdivision, "dual relationship"  
11 means a licensee simultaneously engages in both a professional and nonprofessional  
12 relationship with a client that is avoidable and not incidental.

13 7. The conduct and circumstances described in the Findings of Fact  
14 constitute a violation of A.R.S. § 32-3251(12)(m)<sup>2</sup>, engaging or offering to engage as a  
15 licensee in activities that are not congruent with the licensee's professional education,  
16 training or experience, as it relates to A.A.C. R4-6-210, Supervision Requirements--  
17 General.

18  
19 **RESPONDENT'S RESPONSE TO THE CONCLUSIONS OF LAW**

20 1. With respect to Conclusion of Law paragraph 2, it is Respondent's  
21 position that the facts presented in this case are insufficient to support this Conclusion  
22 of Law or the violation that is referenced in footnote 1.

23  
24  
25 <sup>2</sup> In addition to A.R.S. § 32-3251(12)(m), the Board found a violation of A.R.S. § 32-  
3251(15)(m), for unprofessional conduct that occurred on or after 09/13/13.



1 associate counselor<sup>3</sup> for pre-approval by the Board Chair or designee. At a minimum,  
2 the proposed termination plan must include each of the following:

- 3 a. A written protocol for the secure storage, transfer and access of  
4 the clinical records of Respondent's clients and former clients.
- 5 b. The procedure by which Respondent shall notify each client and  
6 former client in a timely manner regarding the future location of the  
7 clinical records of Respondent's clients and former clients and how  
8 those records can be accessed after the termination of  
9 Respondent's practice.
- 10 c. A written protocol for developing an appropriate referral for  
11 continuation of care for Respondent's current clients.
- 12 d. A list of Respondent's current client's initials and the timeframe for  
13 terminating services to each client. The timeframe for terminating  
14 services shall be no later than June 22, 2015.

15 2. Respondent agrees to not practice under her license after June 22, 2015.

16 3. Respondent's license, LAC-12621, by rule, expires on January 31, 2017.

17 4. Respondent agrees not to renew her license and reserves the right to  
18 surrender her license prior to January 31, 2017 without any adverse implications to her  
19 doing so.

20 5. Respondent agrees that she will not submit any type of new license  
21 application to the Board without first obtaining the Board's affirmative approval to do  
22 so. Should the Board allow Respondent to submit a new license application for  
23 consideration, the Board's decision to allow Respondent to submit a new application

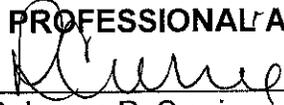
---

24 <sup>3</sup> Respondent gives notice to the Board that all clients with which she is presently  
25 involved are clients of Mariposa Behavioral Health Services, LLC, and that her plan will  
involve actions taken consistent with the policies and policy statements of Mariposa  
Behavioral Health Services, LLC.

1 will have no bearing one way or the other on whether her new application is ultimately  
2 approved.

3 6. This Consent Agreement in its entirety is conclusive evidence of the  
4 matters described herein and may be considered by the Board in determining  
5 appropriate sanctions in the event a subsequent violation occurs.

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

7  5/6/15  
8 Rebecca P. Currie Date

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

10 Dated this 8th day of May, 2015.

11 By:   
12 TOBI ZAVALA, Executive Director  
13 Arizona Board of Behavioral Health Examiners

14 **ORIGINAL** of the foregoing filed  
15 this 8th day of May, 2015 with:

16 Arizona Board of Behavioral Health Examiners  
17 3443 N. Central Ave., Suite 1700  
18 Phoenix, AZ 85012

19 **COPY** of the foregoing mailed via  
20 Certified mail no. 70141200 0000 6633 7338  
21 this 8th day of May, 2015 to:

22 Rebecca P. Currie  
23 Address of Record  
24 Respondent

25 **COPY** of the foregoing mailed via Mail  
this 8th day of May, 2015 to:

Larry Cohen  
The Cohen Law Firm  
PO Box 10056  
Phoenix, AZ 85064  
Attorney for Respondent

1 **COPY** of the foregoing mailed via Interagency Mail  
2 this 8<sup>th</sup> day of May, 2015 to:

3 **Marc Harris**  
4 **Assistant Attorney General**  
5 **1275 West Washington**  
6 **Phoenix, Arizona 85007**

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
By: \_\_\_\_\_  
DOC#4451189