



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 her  
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 and may be used for purposes of determining  
7 sanctions in any future disciplinary matter.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

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

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

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

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LPC-0552 for the practice of counseling  
3 in Arizona.

4 2. On 10/1/14, Respondent submitted her renewal application containing a  
5 continuing education activities listing sheet with 34.5 hours of continuing education.

6 3. On 10/8/14, Board staff sent Respondent a letter requesting copies of her  
7 continuing education completion certificates pursuant to R4-6-801(E).

8 4. On 12/8/14, Respondent admitted to Board staff that she had falsified her  
9 participation in the continuing education because of financial hardship.

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(15)(c)(i), any oral or written misrepresentation of a fact by an applicant or  
16 licensee to secure or attempt to secure the issuance or renewal of a license.

17 **ORDER**

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

20 **Stayed Suspension**

21 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-  
22 0552, shall be **SUSPENDED** for 12 months. However, the suspension shall be stayed and  
23 Respondent's license shall be placed on probation.

24 ...

25 ...





**Additional Civil Penalty**

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2       13.     Subject to the provisions set forth in paragraph 14, the Board imposes a civil  
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

22       17.     If Respondent currently sees clients in their own private practice, and obtains any  
23 other type of behavioral health position, either as an employee or independent contractor, where  
24 she provides behavioral health services to clients of another individual or agency, she shall  
25 comply with requirements set forth in Paragraphs 18 through 19 below.

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

9           19.     If Respondent is not employed as of the effective date of this Order, within 10  
10 days of accepting employment in a position where Respondent provides any type of behavioral  
11 health related services or in a setting where any type of behavioral health, health care, or social  
12 services are provided, Respondent shall provide the Board Chair or designee with a written  
13 statement providing the contact information of her new employer and a signed statement from  
14 Respondent's new employer confirming Respondent provided the employer with a copy of this  
15 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
16 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
17 shall be 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           20.     If, during the period of Respondent's probation, Respondent changes  
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
21 extended leave of absence for whatever reason that may impact her ability to timely comply with  
22 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the  
23 Board of her change of employment status. After the change and within 10 days of accepting  
24 employment in a position where Respondent provides any type of behavioral health related  
25 services or in a setting where any type of behavioral health, health care, or social services are

1 provided, Respondent shall provide the Board Chair or designee a written statement providing  
2 the contact information of her new employer(s) and a signed statement from Respondent's new  
3 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent  
4 Agreement. If Respondent does not provide the employer's statement to the Board within 10  
5 days, as required, Respondent's failure to provide the required statement to the Board shall be  
6 deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's  
7 employer(s) with a copy of the Consent Agreement.

8 21. Respondent shall practice behavioral health using the name under which she is  
9 licensed. If Respondent changes her name, she shall advise the Board of the name change as  
10 prescribed under the Board's regulations and rules.

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

22 23. Respondent shall bear all costs relating to probation terms required in this  
23 Consent Agreement.

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

