

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

2 **In the Matter of:**

3 **Vicki E. Scott, LISAC-0714,**  
4 **Licensed Independent Substance Abuse**  
5 **Counselor, LPC-2452,**  
6 **Licensed Professional Counselor,**  
7 **In the State of Arizona.**

**CASE NO. 2013-0069**

**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 March 8, 2016. After consideration, the  
10 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
11 and Order dated March 8, 2016.

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 March 8, 2016.

16 Dated this 9<sup>th</sup> day of May, 2017,

17 By:

18 *Tobi Zavala*  
19 **TOBI ZAVALA, Executive Director**  
**Arizona Board of Behavioral Health Examiners**

20 **ORIGINAL** of the foregoing filed

This 9<sup>th</sup> day of May, 2017, 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. 70167190 000018040938

This 9<sup>th</sup> day of May, 2017, to:

25 Vicki E. Scott  
Address of Record  
Respondent

1 **COPY** of the foregoing mailed via Mail  
This 7<sup>th</sup> day of May, 2017 to:

2  
3 Mr. Larry Cohen  
4 The Cohen Law Firm  
5 P.O. Box 10056  
6 Phoenix, AZ 85064  
7 Attorney for Respondent

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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 8. Respondent further understands that any violation of this Consent Agreement  
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(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 10. Although Respondent does not agree that all the Findings of Fact set forth in this

1 Consent Agreement are supported by the evidence, Respondent acknowledges that it is  
2 the Board's position that, if this matter proceeded to formal hearing, the Board could establish  
3 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted  
4 unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent  
5 Agreement as an economical and practical means of resolving the issues associated with the  
6 complaint(s) filed against her. Further, Respondent acknowledges that the Board may use the  
7 evidence in its possession relating to this Consent Agreement for purposes of determining  
8 sanctions in any further disciplinary matter.

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

10 **FINDINGS OF FACT**

11 1. Respondent is the holder of License Nos. LPC-2452 and LISAC-0714 for the  
12 practice of counseling in Arizona.

13 2. Respondent began treating female client ("Mother") with Christian counseling in  
14 08/06.

15 3. In 10/12, at Mother's request, Respondent sent a text message to Mother's  
16 daughter ("Daughter") which indicated:

- 17 a. Your mother is dying.  
18 b. God is not happy about how you (Daughter) are treating her.  
19 c. Your behavior is decidedly unbiblical and you will answer for it.

20 4. Although Mother may have requested that Respondent attempt to connect  
21 Mother with Daughters, Respondent's actions appear inappropriate where:

- 22 a. Despite the fact it may have been outside her role to even contact

23 Complainant, Respondent:

- 24 • Did not discuss specific content immediately before sending text  
25 message

- 1 • Though familiar with Complainant through years of
- 2 communications with Mother about all aspects of Complainant's life, and
- 3 through years of interaction between Licensee's daughter and
- 4 Complainant, had not directly interacted with Complainant proximate in
- 5 time to sending the message.
- 6 • Having worked with Mother for seven years, was familiar with
- 7 familial issues both generally and specifically with respect to relationship
- 8 between Mother and Complainant.
- 9 • Failed, albeit inadvertently, to identify herself in her text message

10 5. The Board determined from the information available to it that Respondent  
11 directly involved Mother in the complaint matter

12 a. Such action by Respondent appears concerning to the Board where  
13 Respondent is responsible for maintaining ethical boundaries and appropriate actions.

14 b. Respondent vehemently denies that she initiated direct involvement by  
15 Mother in the complaint matter, and maintains that daughter informed mother of the complaint  
16 matter, that mother initiated discussion about the complaint matter with Respondent and that  
17 mother sought an opportunity to memorialize the events pertaining to this matter, which  
18 opportunity Respondent's attorney afforded mother.

19 **CONCLUSIONS OF LAW**

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

23 2. The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(15)(I), any conduct, practice or condition that impairs the ability of  
25 the licensee to safely and competently practice the licensee's profession.



1 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a  
2 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the  
3 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing his/her  
4 prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she  
5 should be approved, acknowledge that he/she has reviewed the Consent Agreement and  
6 include the results of an initial assessment and a supervision plan regarding the proposed  
7 supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

### 8 Focus and Frequency of Clinical Supervision

9 6. The focus of the supervision shall relate to boundaries, countertransference,  
10 awareness and documentation. Respondent shall meet individually in person with the  
11 supervisor twice a month.

### 12 Reports

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

- 17 a. Dates of each clinical supervision session.
- 18 b. A comprehensive description of issues discussed during supervision  
19 sessions.

20 8. All quarterly supervision reports shall include a copy of clinical supervision  
21 documentation maintained for that quarter. All clinical supervision documentation maintained by  
22 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(F)(4).

23 9. After Respondent's probationary period, the supervisor shall submit a final  
24 summary report for review and approval by the Board Chair or designee. The final report shall  
25 also contain a recommendation as to whether the Respondent should be released from this

1 Consent Agreement.

2 **Change of Clinical Supervisor During Probation**

3 10. If, during the period of Respondent's probation, the clinical supervisor determines  
4 that he/she cannot continue as the clinical supervisor, he/she shall notify the Board within 10  
5 days of the end of supervision and provide the Board with an interim final report. Respondent  
6 shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by  
7 the approved clinical supervisor and provide the name of a new proposed clinical supervisor.  
8 The proposed clinical supervisor shall provide the same documentation to the Board as was  
9 required of the initial clinical supervisor.

10 **Early Release**

11 11. After completion of the stipulations set forth in this consent agreement, and upon  
12 the clinical supervisor's recommendation, Respondent may request early release from the  
13 Consent Agreement after 12 months.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 12. Respondent shall not provide clinical supervision while subject to this Consent  
17 Agreement.

18 **Civil Penalty**

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

21 14. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
22 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
24 exception of the tolling provision under Paragraph 3, the stay of the civil penalty payment shall  
25 be automatically lifted and payment of the civil penalty shall be made by certified check or

1 money order payable to the Board within 30 days after being notified in writing of the lifting of  
2 the stay.

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

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

14 17. If Respondent currently sees clients in their own private practice, and obtains any  
15 other type of behavioral health position, either as an employee or independent contractor, where  
16 she provides behavioral health services to clients of another individual or agency, she shall  
17 comply with requirements set forth in Paragraphs 18 through 20 below.

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

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

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



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

2 Dated this 8<sup>th</sup> day of March, 2016.

3  
4 By: M. Zavala  
5 TOBI ZAVALA, Executive Director  
6 Arizona Board of Behavioral Health Examiners

7 **ORIGINAL** of the foregoing filed  
8 This 8<sup>th</sup> day of March, 2016 with:

9 Arizona Board of Behavioral Health Examiners  
10 3443 N. Central Ave., Suite 1700  
11 Phoenix, AZ 85012

12 **COPY** of the foregoing mailed via Interagency Mail  
13 This 8<sup>th</sup> day of March, 2016, to:

14 Marc Harris  
15 Assistant Attorney General  
16 1275 West Washington  
17 Phoenix, Arizona 85007

18 **COPY** of the foregoing mailed via  
19 Certified mail no. 7014 2870 0001 89675471  
20 This 8<sup>th</sup> day of March, 2016, to:

21 Vicki E. Scott  
22 Address of Record  
23 Respondent

24 **COPY** of the foregoing mailed via Mail  
25 This 8<sup>th</sup> day of March, 2016 to:

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

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