

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 8. Respondent further understands that any violation of this Consent Agreement
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
20 disciplinary action pursuant to A.R.S. § 32-3281.

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

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

25 ...

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LMFT-0456 for the practice of marriage
3 and family therapy in Arizona.

4 2. From 03/13 – 12/13, Respondent provided individual counseling to a male client
5 (“Father”).

6 3. Father provided documentation to Respondent that Father and his ex-spouse
7 (“Mother”) shared joint legal custody of their son (“Son”) and daughter (“Daughter”).

8 4. On four occasions, Father brought Son and/or Daughter to his appointment with
9 Respondent.

10 5. Although Father was Respondent’s only identified client, she met individually with
11 Son or Daughter for 20-30 minutes during Father’s sessions.

12 6. Despite having joint custody, Mother was not consulted prior to Respondent
13 meeting with Son and Daughter, nor did she consent to treatment.

14 7. Respondent indicated Father was the identified client, however her progress
15 notes contained assessments of Son and Daughter and specific documentation regarding them.

16 8. Respondent failed to clearly distinguish client from collaborative participant.

17 **CONCLUSIONS OF LAW**

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

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

24 **ORDER**

25 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to

1 the provisions and penalties imposed as follows:

2 1. Respondent's license, LMFT-0456, will be placed on probation, effective from the
3 date of entry as signed below.

4 2. Respondent shall not practice under her license, LMFT-0456, unless she is fully
5 compliant with all terms and conditions in this Consent Agreement. If, for any reason,
6 Respondent is unable to comply with the terms and conditions of this Consent Agreement, she
7 shall immediately notify the Board in writing and shall not practice under her license until she
8 submits a written request to the Board to re-commence compliance with this Consent
9 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

14 **Continuing Education**

15 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
16 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
17 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
18 addressing current behavioral health documentation standards in Arizona. All required
19 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
20 Respondent shall submit a certificate of completion of the required continuing education.

21 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education addressing family therapy and assessment. All required
24 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
25 Respondent shall submit a certificate of completion of the required continuing education.

1 **Early Release**

2 6. After completion of the continuing education requirements set forth in this
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all
4 other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 7. Respondent shall not provide clinical supervision while subject to this Consent
8 Agreement.

9 **Civil Penalty**

10 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

25 11. The Board reserves the right to take further disciplinary action against

1 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
2 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
3 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
4 and the period of probation shall be extended until the matter is final.

5 12. If Respondent currently sees clients in their own private practice, and obtains any
6 other type of behavioral health position, either as an employee or independent contractor, where
7 she provides behavioral health services to clients of another individual or agency, she shall
8 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

1 employer(s) with a copy of the Consent Agreement.

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

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

19 17. Prior to the release of Respondent from probation, Respondent must submit a
20 written request to the Board for release from the terms of this Consent Agreement at least 30
21 days prior to the date she would like to have this matter appear before the Board. Respondent
22 may appear before the Board, either in person or telephonically. Respondent must provide
23 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.
24 The Board has the sole discretion to determine whether all terms and conditions of this Consent
25 Agreement have been met and whether Respondent has adequately demonstrated that she has

1 addressed the issues contained in this Consent Agreement. In the event that the Board
2 determines that any or all terms and conditions of this Consent Agreement have not been met,
3 the Board may conduct such further proceedings as it determines are appropriate to address
4 those matters.

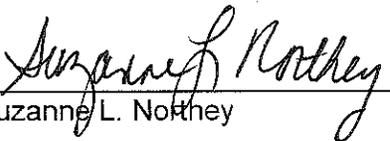
5 18. Respondent shall bear all costs relating to probation terms required in this
6 Consent Agreement.

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

9 20. This Consent Agreement shall be effective on the date of entry below.

10 21. This Consent Agreement is conclusive evidence of the matters described herein
11 and may be considered by the Board in determining appropriate sanctions in the event a
12 subsequent violation occurs.

13
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 
16 Suzanne L. Northey

15 2/11/16
16 Date

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

18 Dated this 18th day of February, 2016.

19 By: 
20 TOBI ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

22
23 **ORIGINAL** of the foregoing filed
24 This 18th day of February, 2016 with:
25 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

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COPY of the foregoing mailed via Interagency Mail
This 18th day of February, 2016, to:

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

COPY of the foregoing mailed via
Certified mail no. 7042870 000189575297
This 18th day of February, 2016, to:

Suzanne L. Northey
Address of Record
Respondent