



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 their  
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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 they have 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 case indicating that it was not in Daughter's best interest to see Father even in a supervised  
2 setting.

3 11. Respondent's letter appears problematic because:

- 4 a. There is no evidence to suggest that the judge requested information  
5 from Respondent.
- 6 b. Respondent acknowledges having only one conversation with Father over  
7 one year prior to authoring the letter.
- 8 c. Police had not found enough information to establish that Father  
9 perpetrated the sexual abuse.
- 10 d. The letter contained disparaging and unsubstantiated statements about  
11 Father.

12 2015-0082

13 12. Respondent provided individual and marital counseling to a husband ("Husband")  
14 and wife ("Wife").

15 13. Wife filed a complaint with the Board alleging unprofessional conduct by  
16 Respondent.

17 14. Upon receiving notification of the complaint, Respondent shared details of the  
18 complaint with Husband, and Husband volunteered to write a letter to the Board on  
19 Respondent's behalf.

20 15. Although Husband volunteered to write the letter, there was no therapeutic basis  
21 for Respondent to share any details of her Board complaint with Husband.

22 CONCLUSIONS OF LAW

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





1 results of an initial assessment and a supervision plan regarding the proposed supervision of  
2 Respondent. The letter from the supervisor shall be submitted to the Board.

### 3 Focus and Frequency of Clinical Supervision

4 8. The focus of the supervision shall relate to documentation, countertransference,  
5 bias, and military procedures vs NASW code of ethics. Respondent shall meet individually in  
6 person with the supervisor monthly for a minimum of one hour.

### 7 Reports

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

12 a. Dates of each clinical supervision session.

13 b. A comprehensive description of issues discussed during supervision  
14 sessions.

15 10. All quarterly supervision reports shall include a copy of clinical supervision  
16 documentation maintained for that quarter. All clinical supervision documentation maintained by  
17 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

18 11. After Respondent's probationary period, the supervisor shall submit a final  
19 summary report for review and approval by the Board Chair or designee. The final report shall  
20 also contain a recommendation as to whether the Respondent should be released from this  
21 Consent Agreement.

### 22 Change of Clinical Supervisor During Probation

23 12. If, during the period of Respondent's probation, the clinical supervisor determines  
24 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
25 the end of supervision and provide the Board with an interim final report. Respondent shall

1 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
2 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
3 proposed clinical supervisor shall provide the same documentation to the Board as was required  
4 of the initial clinical supervisor.

### 5 GENERAL PROVISIONS

#### 6 Provision of Clinical Supervision

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

#### 9 Civil Penalty

10 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil  
11 penalty against the Respondent in the amount of \$1,000.00.

12 15. 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 16. 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 clear and convincing evidence. If the Board  
22 receives the written request within 10 days or less of the next regularly scheduled Board  
23 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
24 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
25 review.

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

6 18. If Respondent currently sees clients in their own private practice, and obtains any  
7 other type of behavioral health position, either as an employee or independent contractor, where  
8 they provide behavioral health services to clients of another individual or agency, they shall  
9 comply with requirements set forth in paragraphs 19 through 21 below.

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

18 20. If Respondent is not employed as of the effective date of this Order, within 10  
19 days of accepting employment in a position where Respondent provides any type of behavioral  
20 health related services or in a setting where any type of behavioral health, health care, or social  
21 services are provided, Respondent shall provide the Board Chair or designee with a written  
22 statement providing the contact information of their new employer and a signed statement from  
23 Respondent's new employer confirming Respondent provided the employer with a copy of this  
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
2 employer(s) with a copy of the Consent Agreement.

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

17 22. Respondent shall practice behavioral health using the name under which they  
18 are licensed. If Respondent changes their name, they shall advise the Board of the name  
19 change as prescribed under the Board's regulations and rules.

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

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

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

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

10 26. This Consent Agreement shall be effective on the date of entry below.

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

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

15 Judith L. Pike  
16 Judith L. Pike

27 December 2016  
Date

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

18 Dated this 3<sup>rd</sup> day of January, 2016.

19 By:

20 Tobi Zavala  
21 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

22  
23 ORIGINAL of the foregoing filed  
This 3<sup>rd</sup> day of January, 2016 with:

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

This 3rd day of January, 2017, to:

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

**COPY of the foregoing mailed via**

Certified mail no: 70142000000033897  
This 3rd day of January, 2017, to:

Judith L. Pike  
Address of Record  
Respondent