

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 FINDINGS OF FACT

2 1. Respondent is the holder of License No. LPC-12928 for the practice of
3 counseling in Arizona.

4 2. From 09/13 – 02/15, Respondent provided individual counseling services to a
5 client ("Mother").

6 3. Respondent was made aware that Mother and her ex-husband ("Father") were
7 involved in a court custody battle for their children.

8 4. On 09/29/14, at the request of Mother's attorney ("Attorney"), Respondent
9 authored a 6-page letter that indicated in part:

10 a. Mother had severe anxiety due to constant abuse, threats, and
11 intimidation by Father.

12 b. Mother reported that Father is bipolar and does not take his medication
13 regularly.

14 c. Mother feels bullied and intimidated by the court appointed parent
15 advisor's ("Advisor") aggressive and condescending communications.

16 d. It has been over a year and there has been no consideration of a
17 reunification plan for Mother and the children from Advisor.

18 e. "In my opinion, there is continued penalization mostly due to the
19 allegations towards [Mother's husband] ("Husband").

20 f. Respondent believes there are other options to reunify the family without
21 the presence of Husband until he demonstrates participation and
22 progress.

23 5. Respondent failed to establish Attorney's purpose for requesting the letter, and
24 failed to provide the letter to any other parties involved in the case.

25 6. Respondent did not have a valid Release of Information ("ROI") to release or

1 discuss Mother's confidential information with Attorney.

2 7. Respondent also included confidential information regarding Husband in the
3 09/29/14 letter provided to Attorney without an ROI to do so.

4 8. Respondent's clinical record for Mother was deficient including:

- 5 a. The consent for treatment was missing various required elements.
- 6 b. The treatment plan failed to include the date to be reviewed.
- 7 c. The progress notes lacked Respondent's dated signature.

8 9. In Respondent's 02/18/15 termination letter to Mother, Respondent indicated:

- 9 a. Respondent feels it is in Mother's best interest to be discharged from
10 therapeutic services as Mother has met her desired goals.
- 11 b. "As agreed by both you and I, if in the future you are in need of additional
12 sessions, I believe it to be best you contact a therapist that can take you
13 in the direction you need with the family court system, as that is not within
14 my scope of practice."

15 10. Respondent's decision to treat Mother and author a letter to the court despite her
16 lack of knowledge in family court law appears very concerning and not congruent with her
17 experience, training, or education.

18 CONCLUSIONS OF LAW

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

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

25 3. The conduct and circumstances described in the Findings of Fact constitute a

1 violation of A.R.S. § 32-3251(15)(m), engaging or offering to engage as a licensee in activities
2 that are not congruent with the licensee's professional education, training or experience.

3 4. The conduct and circumstances described in the Findings of Fact constitute a
4 violation of A.R.S. § 32-3251(15)(t), disclosing a professional confidence or privileged
5 communication except as may otherwise be required by law or permitted by a valid written
6 release.

7 5. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(15)(p), failing to conform to minimum practice standards as
9 developed by the Board as it relates to the following:

- 10 a. A.A.C. R4-6-1101, Consent for Treatment
- 11 b. A.A.C. R4-6-1102, Treatment Plan
- 12 c. A.A.C. R4-6-1103, Client Record

13 **ORDER**

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

16 1. Respondent's license, LPC-12928, will be placed on probation, effective from the
17 date of entry as signed below.

18 2. Respondent shall not practice under their license, LPC-12928, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 Continuing Education

4 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
6 three semester credit hour graduate level behavioral health ethics course from an accredited
7 college or university, pre-approved by the Board Chair or designee. Upon completion,
8 Respondent shall submit to the Board an official transcript establishing completion of the
9 required course.

10 Audit

11 5. While on probation, Respondent shall submit to an audit of all of their private
12 practice records by a pre-approved auditor. Within 30 days of this consent agreement,
13 Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-
14 approval by the Board Chair or designee. The audit shall be completed within 60 days of the
15 effective date of this consent agreement. Also within 60 days of the effective date of this
16 consent agreement, the auditor shall provide an audit report and a proposed audit plan
17 addressing any deficiencies found during the audit to the Board Chair or designee for review
18 and approval.

19 Practice Monitor

20 6. While on probation, Respondent shall establish and maintain a relationship with a
21 practice monitor who is a masters or higher level behavioral health professional licensed at the
22 independent level. The practice monitor shall provide training and assistance to Respondent
23 regarding setting up appropriate forms and formats for Respondent's clinical records,
24 implementing current behavioral health standards of practice related to behavioral health
25 assessment and treatment planning, providing treatment consistent with the documented

1 that they cannot continue as the practice monitor, they shall notify the Board within 10 days of
2 the end of monitoring and provide the Board with an interim final report. Respondent shall
3 advise the Board Chair or designee within 30 days of cessation of monitoring by the approved
4 practice monitor of the name of a new proposed practice monitor. The proposed practice
5 monitor shall provide the same documentation to the Board as was required of the initial
6 practice monitor.

7 Early Release

8 10. After completion of the stipulations set forth in this Consent Agreement, and upon
9 the practice monitor's recommendation, Respondent may request early release from the
10 Consent Agreement after 12 months.

11 GENERAL PROVISIONS

12 Provision of Clinical Supervision

13 11. Respondent shall not provide clinical supervision while subject to this Consent
14 Agreement.

15 Civil Penalty

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

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

25 14. Within 10 days of being notified of the lifting of the stay, Respondent may request

1 that the matter be reviewed by the Board for the limited purpose of determining whether the
2 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
3 receives the written request within 10 days or less of the next regularly scheduled Board
4 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
5 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
6 review.

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

12 16. If Respondent currently sees clients in their own private practice, and obtains any
13 other type of behavioral health position, either as an employee or independent contractor, where
14 they provide behavioral health services to clients of another individual or agency, they shall
15 comply with requirements set forth in paragraphs 17 through 19 below.

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

24 18. If Respondent is not employed as of the effective date of this Order, within 10
25 days of accepting employment in a position where Respondent provides any type of behavioral

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

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

23 20. Respondent shall practice behavioral health using the name under which they
24 are licensed. If Respondent changes their name, they shall advise the Board of the name
25 change as prescribed under the Board's regulations and rules.

1 21. Prior to the release of Respondent from probation, Respondent must submit a
2 written request to the Board for release from the terms of this Consent Agreement at least 30
3 days prior to the date they would like to have this matter appear before the Board. Respondent
4 may appear before the Board, either in person or telephonically. Respondent must provide
5 evidence that they have successfully satisfied all terms and conditions in this Consent
6 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
7 this Consent Agreement have been met and whether Respondent has adequately demonstrated
8 that they have addressed the issues contained in this Consent Agreement. In the event that the
9 Board determines that any or all terms and conditions of this Consent Agreement have not been
10 met, the Board may conduct such further proceedings as it determines are appropriate to
11 address those matters.

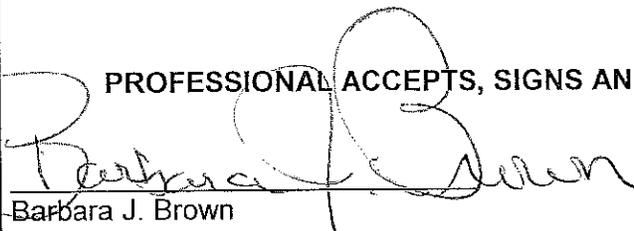
12 22. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

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

16 24. This Consent Agreement shall be effective on the date of entry below.

17 25. This Consent Agreement is conclusive evidence of the matters described herein
18 and may be considered by the Board in determining appropriate sanctions in the event a
19 subsequent violation occurs.

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

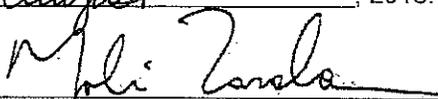
21 
22 Barbara J. Brown

7/27/16
Date

23 ...
24 ...
25 ...

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

2 Dated this 2nd day of August, 2016.

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

7 **ORIGINAL** of the foregoing filed
8 This 2nd day of August, 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 2nd day of August, 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. 70142870000189576263
20 This 2nd day of August, 2016, to:

21 Barbara J. Brown
22 Address of Record
23 Respondent

24 **COPY** of the foregoing mailed via Mail
25 This 2nd day of August, 2016 to:

 Wallace W. Brown
 Law Office of Wallace W. Brown, P.C.
 3029 North Alma School Road, Suite 216
 Chandler, AZ 85224
 Attorney for Respondent