

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

2 **In the Matter of:**

3 **Helene Lichtman, LPC-15997,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6                           **RESPONDENT**

**CASE NO. 2016-0084**

**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7           The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated March 8, 2016. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated March 8, 2016.

11                           **ORDER**

12           **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13           Respondent is hereby released from all terms and conditions of the Consent Agreement  
14 and Order dated March 8, 2016.

15                           Dated this 9<sup>th</sup> day of May, 2016.

16  
17                           By:



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

20           **ORIGINAL** of the foregoing filed

This 9<sup>th</sup> day of May, 2016, 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. 7014287000189576157  
This 9<sup>th</sup> day of May, 2016, to:

25           Helene Lichtman  
Address of Record  
Respondent

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BEFORE THE ARIZONA BOARD  
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Helene Lichtman, Licensed Professional  
Counselor Applicant,  
In the State of Arizona.

RESPONDENT

CASE NO. 2016-0084

CONSENT AGREEMENT  
FOR ISSUANCE OF LICENSE

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Helene Lichtman ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives her right to such formal hearing concerning these allegations and irrevocably waives her right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

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 an applicant for licensure for the practice of counseling in Arizona.

3 2. In 11/14, Respondent submitted her LPC application to the Board.

4 3. While her LPC application was still pending, Respondent accepted a  
5 management position at a behavioral health agency ("Agency").

6 4. Both Agency and Respondent acknowledge:

7 a. Agency clearly understood that Respondent was not licensed in Arizona.

8 b. Respondent's position was contingent upon her obtaining an Arizona  
9 license.

10 c. Respondent was directed not to provide any clinical services that required  
11 a license.

12 5. Around 04/07/15, Agency determined that Respondent had been providing  
13 behavioral health services without a license.

14 6. On 04/08/15, Respondent submitted her resignation to the Agency.

15 7. Upon Agency's review of documentation following Respondent's resignation,  
16 Agency management determined the following:

17 a. Respondent started seeing clients in 03/15.

18 b. Respondent requested that the Agency psychologist or another Agency  
19 employee co-sign her documentation because she was not licensed.

20 c. Respondent completed 48 progress notes, 25 of which were co-signed.

21 d. Respondent completed 5 initial evaluations and treatment plans, 3 of  
22 which were co-signed.

23 8. Although Respondent represents she was not providing psychotherapy at  
24 Agency, her documentation while employed there clearly reflected elements of assessment,  
25 diagnosis, and treatment planning.

1 CONCLUSIONS OF LAW

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a  
6 violation of A.R.S. § 32-3251(15)(ii), violating any federal or state law, rule, regulation,  
7 applicable to the practice of behavioral health, as it relates to the A.R.S. § 32-3286, Unlawful  
8 practice, unlawful use of title; violation; classification; civil penalty; exception.

9 ORDER

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

12 1. Respondent's application to be a licensed professional counselor is approved.

13 2. The license issued to Respondent pursuant to paragraph 1 will be immediately  
14 placed on probation for 12 months.

15 3. Respondent shall not practice under her license unless she is fully compliant  
16 with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is  
17 unable to comply with the terms and conditions of this Consent Agreement, she shall  
18 immediately notify the Board in writing and shall not practice under her license until she submits  
19 a written request to the Board to re-commence compliance with this Consent Agreement. All  
20 such requests shall be pre-approved by the Board Chair or designee.

21 4. In the event that Respondent is unable to comply with the terms and conditions  
22 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until  
23 such time as she is granted approval to re-commence compliance with the Consent  
24 Agreement.

25 ...

1 **Continuing Education**

2 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
4 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.  
5 All required continuing education shall be pre-approved by the Board Chair or designee. Upon  
6 completion, Respondent shall submit a certificate of completion of the required continuing  
7 education.

8 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
9 60 days of receiving her license, Respondent shall read Board's rules and statutes and provide  
10 a written statement addressing what she learned from the review.

11 **Early Release**

12 7. After completion of the continuing education requirements set forth in this  
13 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
14 other terms of the Consent Agreement have been met.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

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

19 **Civil Penalty**

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

22 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
25 exception of the tolling provision under paragraph 4, the stay of the civil penalty payment shall

1 be automatically lifted and payment of the civil penalty shall be made by certified check or  
2 money order payable to the Board within 30 days after being notified in writing of the lifting of  
3 the stay.

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

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

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

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

1 copy of the Consent Agreement.

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

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

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

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

15           19.     Respondent shall bear all costs relating to probation terms required in this  
16 Consent Agreement.

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

19           21.     This Consent Agreement shall be effective on the date of entry below.

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

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

24           *Helene Lichtman*  
25           Helene Lichtman

2-24-16  
                  Date

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

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

4  
5 By:

M. Zavalala  
6 TOBI ZAVALA, Executive Director  
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  
3443 N. Central Ave., Suite 1700  
10 Phoenix, AZ 85012

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

This 8<sup>th</sup> day of March, 2016, to:

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

15 **COPY** of the foregoing mailed via

Certified mail no. 70142870000189575495  
16 This 8<sup>th</sup> day of March, 2016, to:

17 Helene Lichtman  
Address of Record  
18 Respondent

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

This 8<sup>th</sup> day of March, 2016 to:

20 Faren Akins  
21 7702 E. Doubletree Ranch Rd. Suite 300  
Scottsdale, AZ 85258  
22 Attorney for Respondent