



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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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. LAC-12972 for the practice of  
3 counseling in Arizona.

4 2. From 08/15 – 03/16, Respondent was employed as a supervisor for a behavioral  
5 health agency.

6 3. In her role, Respondent provided clinical supervision to approximately 9  
7 employees.

8 4. During a 03/16 individual clinical supervision session with an employee,  
9 Respondent acknowledges telling the employee, "If I'm with someone for 20 minutes, and I bill  
10 23 minutes, do I feel bad about it? No, I don't."

11 5. As a result of her conduct and comments, Respondent was involuntarily  
12 terminated from her employment.

13 6. Respondent's termination letter indicated the following:

14 a. Respondent admitted to falsifying a behavioral health claim.

15 b. As a licensed behavioral health practitioner, Respondent is expected to  
16 practice the stated ethics of her profession, which did not happen.

17 7. Furthermore, as a result of her conduct, Respondent's employer made the  
18 decision to void all claims made by Respondent to cover themselves as they had no way of  
19 knowing if other claims that Respondent submitted were fraudulently billed as well.

20 8. As a clinical supervisor responsible for providing oversight and ethical guidance  
21 to her subordinates, Respondent's actions regarding inappropriate billing practices appear  
22 highly concerning.

23 **CONCLUSIONS OF LAW**

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





1 Reports

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

- 6 a. Dates of each clinical supervision session.
- 7 b. A comprehensive description of issues discussed during supervision  
8 sessions.

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

12 10. After Respondent's probationary period, the supervisor shall submit a final  
13 summary report for review and approval by the Board Chair or designee. The final report shall  
14 also contain a recommendation as to whether the Respondent should be released from this  
15 Consent Agreement.

16 Change of Clinical Supervisor During Probation

17 11. If, during the period of Respondent's probation, the clinical supervisor determines  
18 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
19 the end of supervision and provide the Board with an interim final report. Respondent shall  
20 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
21 approved clinical supervisor, and provide the name of a new proposed clinical supervisor. The  
22 proposed clinical supervisor shall provide the same documentation to the Board as was required  
23 of the initial clinical supervisor.

24 Early Release

25 12. After completion of the stipulations set forth in this Consent Agreement, and upon