

1 Consent Agreement.

2 4. Respondent acknowledges and agrees that upon signing this Consent
3 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
4 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
5 original document is ineffective and void unless mutually approved by the parties in writing.

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining
8 sanctions in any future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

19 8. Respondent further understands that any violation of this Consent Agreement
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
21 disciplinary action pursuant to A.R.S. § 32-3281.

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

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

1 FINDINGS OF FACT

2 1. Respondent is the holder of License No. LISAC-10663 for the practice of
3 substance abuse counseling in Arizona.

4 2. From 02/14 - 04/16, Respondent provided clinical supervision as a contracted
5 supervisor to an applicant for licensure ("Applicant").

6 3. In 06/16, as part of Applicant's licensure application review, the Board requested
7 a copy of the clinical supervision contract between Applicant's employer and Respondent.

8 4. Respondent submitted a copy of a contract with signatures dated 02/01/14,
9 however the contract made references to a Board rule that did not exist until 11/01/15.

10 5. The Board subpoenaed all documents from Respondent regarding her clinical
11 supervision of Applicant.

12 6. In response to the subpoena, Respondent submitted a different contract
13 containing no signatures, and then subsequently submitted an additional version containing
14 signatures.

15 7. Board staff requested clarification regarding the multiple versions of the contract
16 and Respondent indicated:

17 a. Respondent and Applicant thought that the contract needed to be
18 updated to reflect compliance with current Board rule.

19 b. Rather than signing with the actual signature date, Respondent and
20 Applicant backdated the revised contract to indicate it was signed on
21 02/01/14.

22 8. Respondent's conduct appears concerning where:

23 a. As a clinical supervisor, Respondent is ethically and legally responsible to
24 provide accurate information to the Board regarding her supervision
25 documentation.

1 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

25 12. Within 10 days of the effective date of this Order, if Respondent is working in a

1 position where Respondent provides any type of behavioral health related services or works in a
2 setting where any type of behavioral health, health care, or social services are provided,
3 Respondent shall provide the Board Chair or designee with a signed statement from
4 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
5 Consent Agreement. If Respondent does not provide the employer's statement to the Board
6 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
7 copy of the Consent Agreement.

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

18 14. If, during the period of Respondent's probation, Respondent changes
19 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
20 extended leave of absence for whatever reason that may impact their ability to timely comply
21 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
22 the Board of their change of employment status. After the change and within 10 days of
23 accepting employment in a position where Respondent provides any type of behavioral health
24 related services or in a setting where any type of behavioral health, health care, or social
25 services are provided, Respondent shall provide the Board Chair or designee a written

1 statement providing the contact information of their new employer(s) and a signed statement
2 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
3 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
4 the Board within 10 days, as required, Respondent's failure to provide the required statement to
5 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
6 Respondent's employer(s) with a copy of the Consent Agreement.

7 15. Respondent shall practice behavioral health using the name under which they
8 are licensed. If Respondent changes their name, they shall advise the Board of the name
9 change as prescribed under the Board's regulations and rules.

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

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

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

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

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

4
5 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

6 Kathleen L. Baker
7 Kathleen L. Baker

12/29/2016
Date

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

9 Dated this 3rd day of January, 2017.

10
11 By:

Tobi Zavala
12 TOBI ZAVALA, Executive Director
13 Arizona Board of Behavioral Health Examiners

14 **ORIGINAL** of the foregoing filed
15 This 3rd day of January, 2017 with:

16 Arizona Board of Behavioral Health Examiners
17 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

18 **COPY** of the foregoing mailed via Interagency Mail
19 This 3rd day of January, 2017, to:

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

22 **COPY** of the foregoing mailed via
23 Certified mail no. 10142000006038700
This 3rd day of January, 2017, to:

24 Kathleen L. Baker
25 Address of Record
Respondent