

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

3 **In the Matter of:**

4 **April L. Fischer, LMSW-18626,**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2022-0035**  
**CONSENT AGREEMENT**

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

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this  
25 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 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 between only Respondent and the Board for  
7 the final disposition of this matter and may be used for purposes of determining sanctions in any  
8 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 acknowledges and agrees that the acceptance of this Consent  
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
18 other proceedings as may be appropriate now or in the future. Furthermore, and  
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
20 preclude in any way any other state agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
22 in the future relating to this matter or other matters concerning Respondent, including but not  
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
24 than with respect to the Board, this Consent Agreement makes no representations, implied or  
25

1 otherwise, about the views or intended actions of any other state agency or officer or political  
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LMSW-18626 for the practice of social  
15 work in the State of Arizona.

16 2. From 02/20 – 06/21, Respondent was employed as a clinician at a behavioral  
17 health agency (“Agency”) providing direct behavioral health services to clients.

18 3. Part of Respondent’s duties and responsibilities per her job description was to  
19 maintain clinical records in accordance with laws and Agency policies and procedures, such as  
20 documenting progress notes appropriately.

21 4. Upon Respondent’s resignation from Agency, the new clinician taking over  
22 Respondent’s former clients brought forward concerns with the content of Respondent’s  
23 progress notes.

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1           5.       Agency's internal compliance manger audited Respondent's progress notes from  
2 03/20 – 06/21 which showed progress notes with no therapeutic information or generic  
3 information around telehealth consent.

4           6.       Following this review, Agency found that 233 sessions Respondent documented  
5 and billed for had to be reversed and paid back due to the lack of adequate information within  
6 the progress notes.

7           7.       Upon review of the progress notes that Agency reversed the billing for, examples  
8 included Respondent documenting only one or two sentences in a progress note.

9           8.       Agency refunded \$23,323 to insurances based on Respondent's inadequate  
10 progress notes and reversed billing.

11          9.       During an investigative interview, Respondent represented the following  
12 regarding her poor documentation:

13               a.       She was not quite sure what the expectation was for notes and was not sure  
14 why she did not staff these issues with her supervisor.

15               c.       She began to feel very overwhelmed with her high caseload.

16               d.       While employed at Agency, no one ever brought up issues with Respondent's  
17 documentation.

18          10.       Respondent was receiving clinical supervision at Agency which included a  
19 number of conversations around documentation and Respondent's feelings of burnout.

20                               **CONCLUSIONS OF LAW**

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

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1 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
2 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
3 hours of continuing education addressing fraud abuse. All required continuing education shall  
4 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
5 certificate of completion of the required continuing education.

6 **Clinical Supervision**

7 6. While on probation, Respondent shall submit to clinical supervision for 24 months  
8 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
9 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
10 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
11 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
12 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
13 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
14 have reviewed the Consent Agreement and include the results of an initial assessment and a  
15 supervision plan regarding the proposed supervision of Respondent. The letter from the  
16 supervisor shall be submitted to the Board.

17 **Focus and Frequency of Clinical Supervision**

18 7. The focus of the supervision shall relate to Board statutes and rules,  
19 professionalism, documentation, fraud abuse, and burnout. During each supervision session,  
20 the supervisor shall review Respondent's documentation and provide feedback to ensure  
21 Respondent is compliant with current behavioral health documentation standards in Arizona.  
22 Respondent shall meet individually in person with the supervisor for a minimum of one hour,  
23 twice a month for the first 12 months, and after the first 12 months at the recommendation of the  
24 clinical supervisor.

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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 c. The results of each clinical documentation review by the supervisor.

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

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

17 **Change of Clinical Supervisor During Probation**

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

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1 **Early Release**

2 12. After completion of the stipulations set forth in this Consent Agreement and upon  
3 the supervisor's recommendation, Respondent may request early release from the Consent  
4 Agreement after 12 months.

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

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
3 employer(s) with a copy of the Consent Agreement.

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

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

21 23. Prior to the release of Respondent from probation, Respondent must submit a  
22 written request to the Board for release from the terms of this Consent Agreement at least 30  
23 days prior to the date they would like to have this matter appear before the Board. Respondent  
24 may appear before the Board, either in person or telephonically. Respondent must provide

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

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

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

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

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

16  
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 April Fischer  
19 April Fischer (Oct 3, 2022 15:13 EDT)  
20 April L. Fischer

21 Oct 3, 2022  
22 Date

23  
24 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

25 By: Tobi Zavala  
26 TOBI ZAVALA, Executive Director  
27 Arizona Board of Behavioral Health Examiners

28 Oct 4, 2022  
29 Date

30 **ORIGINAL** of the foregoing filed Oct 4, 2022  
31 with:

1 Arizona Board of Behavioral Health Examiners  
1740 West Adams Street, Suite 3600  
2 Phoenix, AZ 85007

Oct 4, 2022

3 **EXECUTED COPY** of the foregoing sent electronically  
to:

4 Mona Baskin  
5 Assistant Attorney General  
2005 North Central Avenue  
6 Phoenix, AZ 85004

7 April L. Fischer  
Address of Record  
8 Respondent

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