

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

In the Matter of:

**Brian N. Sillanpaa, LPC-18686,
Licensed Professional Counselor,
In the State of Arizona.**

RESPONDENT

**CASE NO. 2023-0006
CONSENT AGREEMENT**

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), Brian N. Sillanpaa (“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 their right to such formal hearing concerning these allegations and irrevocably waives their 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 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LPC-18686 for the practice of
15 counseling in the State of Arizona.

16 2. In 01/20, Respondent obtained his LPC with the Board and in 02/20, Respondent
17 opened a private practice ("Private Practice").

18 3. In 06/22, when reviewing another Board complaint, it appeared that Private
19 Practice employed at least 27 clinicians with at least 13 being unlicensed.

20 4. Of these 13 unlicensed individuals, at least 5 of them were not licensed and did
21 not meet any sort of the exemptions to licensure.

22 5. In 08/22, following receipt of the Board complaint, Respondent obtained licensure
23 through the Arizona Department of Health Services for both of his Private Practice locations.

24 ...

25 ...

1 6. From 01/20 – 08/22, Private Practice was not licensed by DHS meaning
2 Respondent could not have any unlicensed clinicians providing psychotherapy services unless
3 they met any of the exemptions to licensure.

4 7. Once Respondent became aware he needed to be licensed by DHS in order to
5 have unlicensed clinicians working for Private Practice, he immediately began working to obtain
6 licensure through DHS.

7 8. Respondent acknowledged his mistake and previously did not realize he needed
8 to be licensed by DHS in order to have interns work for Private Practice during the timeframe
9 they did not hold a license with the Board.

10 9. During a prior Board investigation, it was confirmed that Respondent completed
11 documents such as Emotional Support Animal letters, Short-Term Disability paperwork, and
12 FMLA documents.

13 10. Board staff presented this information for the members to consider opening a
14 complaint in which they voted to open a complaint for further investigation.

15 11. Respondent represented the following regarding completing the above-
16 mentioned documents:

17 a. Respondent was trained during his internship to complete these types of
18 documents and was unaware there was an issue with it.

19 b. Respondent never charged extra for completing these documents.

20 c. Since the filing of the Board complaint, Respondent has ceased writing any
21 ESA letters or completing Short-Term Disability or FMLA paperwork and has
22 implemented a new Private Practice policy prohibiting the completion of these
23 documents.

24 d. Respondent would meet with the clients a few times before completing any of
25 these documents.

1 e. Respondent would gather the information directly from the client.

2 13. Board staff obtained two examples of ESA letters Respondent wrote which
3 included the following:

4 a. Respondent indicates the ESA would be a necessary part of ongoing
5 treatment.

6 b. Respondent signs with "Dr." in front of his name with his LPC credential after
7 his name.

8 14. Respondent completed FMLA and/or Short-Term Disability paperwork for at least
9 four clients which included the following in part:

10 a. Respondent described each clients' symptoms and how it impacts their ability
11 to perform job duties and that they cannot perform their job duties due to the
12 symptoms.

13 b. Respondent signed two of the documents with his LPC credential listed after
14 his signature.

15 c. Respondent signed his name on another document as the health care
16 provider.

17 15. Respondent would sign the documents as "Dr." since he has a medical degree,
18 but he is not licensed by the Medical Board.

19 16. Respondent acknowledged that Private Practice does not diagnose clients with
20 physical medical conditions.

21 17. Prior to this Board complaint Respondent allowed his staff members employed at
22 Private Practice to complete disability documents with clients.

23 ...

24 ...

25 ...

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(16)(m), engaging or offering to engage as a licensee in activities
7 that are not congruent with the licensee's professional education, training or experience.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
10 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant
11 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of
12 probation or stipulated agreement issued under this chapter.

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-18686, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LPC-18686, 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 ...

25 ...

1 3. In the event that Respondent is unable to comply with the terms and conditions
2 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
3 such time as they are granted approval to re-commence compliance with the Consent
4 Agreement.

5 **Practice Restriction**

6 4. While on probation, Respondent cannot provide clinical supervision.

7 **Continuing Education**

8 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock
10 hours of continuing education in clinical supervision training that meets requirements in R4-6-
11 214 to be completed in-person and in Arizona. All required continuing education shall be pre-
12 approved by the Board Chair or designee. Upon completion, Respondent shall submit a
13 certificate of completion of the required continuing education.

14 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
16 three semester credit hour graduate level behavioral health ethics course from a regionally
17 accredited college or university, pre-approved by the Board Chair or designee. Upon
18 completion, Respondent shall submit to the Board an official transcript establishing completion
19 of the required course.

20 **GENERAL PROVISIONS**

21 **Provision of Clinical Supervision**

22 7. Respondent shall not provide clinical supervision while subject to this Consent
23 Agreement.

24 ...

25 ...

1 **Civil Penalty**

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

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

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

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

23 12. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where
25 ...

1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

21 15. If, during the period of Respondent's probation, Respondent changes
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
23 extended leave of absence for whatever reason that may impact their ability to timely comply
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

25 ...

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

11 16. Respondent shall practice behavioral health using the name under which they
12 are licensed. If Respondent changes their name, they shall advise the Board of the name
13 change as prescribed under the Board's regulations and rules.

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

25 ...

1 18. Respondent shall bear all costs relating to probation terms required in this
2 Consent Agreement.

3 19. Respondent shall be responsible for ensuring that all documentation required in
4 this Consent Agreement is provided to the Board in a timely manner.

5 20. This Consent Agreement shall be effective on the date of entry below.

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

9
10 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

11 

12 Brian N. Sillanpaa

Oct 28, 2022

Date

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

14 By:



15 TOBI ZAVALA, Executive Director
16 Arizona Board of Behavioral Health Examiners

Oct 28, 2022

Date

17 **ORIGINAL** of the foregoing filed Oct 28, 2022
18 with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

21 **EXECUTED COPY** of the foregoing sent electronically Oct 28, 2022
22 to:

23 Mona Baskin
24 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

25 ...

1 Brian N. Sillanpaa
2 Address of Record
3 Respondent

4 Bretton Barber
5 Barber Law Group
6 2 N Central Ave, #1800
7 Phoenix, AZ 85004
8 Attorney for Respondent

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28