

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

CASE NO. 2015-0016

3 Kathleen M. McGuire, LPC-10650,  
4 Licensed Professional Counselor,  
5 In the State of Arizona.

RELEASE FROM  
6 CONSENT AGREEMENT AND ORDER

RESPONDENT

7 The Board received a request from Respondent to release her from the terms and  
8 conditions of the Consent Agreement and Order dated September 2, 2015. After consideration,  
9 the Board voted to release Respondent from the terms and conditions of the Consent  
10 Agreement and Order dated September 2, 2015.

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 September 2, 2015.

15 Dated this 10<sup>th</sup> day of March, 2016.

16  
17 By:



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

20 ORIGINAL of the foregoing filed  
21 This 10<sup>th</sup> day of March, 2016, with:

22 Arizona Board of Behavioral Health Examiners  
23 3443 N. Central Ave., Suite 1700  
24 Phoenix, AZ 85012

25 COPY of the foregoing mailed via  
26 Certified mail no. 70142170000189578532  
27 This 10<sup>th</sup> day of March, 2016, to:

Kathleen M. McGuire  
Address of Record  
Respondent

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

3 **In the Matter of:**

4 **Kathleen M. McGuire, LPC-10650,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

**CASE NO. 2015-0016**

**CONSENT AGREEMENT**

7                                    **RESPONDENT**

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(H)  
11 and 41-1092.07(F)(5), Kathleen M. McGuire ("Respondent") and the Board enter into this  
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as  
13 a final 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 her right to such formal hearing concerning these allegations and irrevocably waives her  
22 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 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 and the Healthcare Integrity and Protection 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(15)(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 she has 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:

FINDINGS OF FACT

1  
2 1. Respondent is the holder of License No. LPC-10650 for the practice of  
3 counseling in Arizona.

4 2. Respondent was contacted by Client's Husband seeking crisis treatment for  
5 Client.

6 3. Client was involved with Child Protective Services ("CPS") who recommended  
7 counseling through a different Agency.

8 4. Respondent agreed to see Client with the agreement that Client would self pay  
9 for treatment if CPS didn't.

10 5. Respondent had four therapy sessions with Client without a clear plan for  
11 payment for services.

12 6. Respondent did not adhere to the financial arrangement that she had Client sign.

13 7. Respondent did not clearly explain to Client and/or Husband what her intentions  
14 were regarding her free services.

15 8. Respondent did not maintain billing records that correspond to the client record.

CONCLUSIONS OF LAW

16  
17 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*  
18 and the rules promulgated by the Board relating to Respondent's professional practice as a  
19 licensed behavioral health professional.

20 2. The conduct and circumstances described in the Findings of Fact constitute a  
21 violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice standards as  
22 developed by the board as it relates to the following:

23 A.A.C. R4-6-1104 Financial and Billing Records

24 ...

25 ...

ORDER

1  
2 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to  
3 the provisions and penalties imposed as follows:

4 1. Respondent's license, LPC-10650, will be placed on probation, effective from the  
5 date of entry as signed below.

6 2. Respondent shall not practice under her license, LPC-10650, unless she is fully  
7 compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, she  
9 shall immediately notify the Board in writing and shall not practice under her license until she  
10 submits a written request to the Board to re-commence compliance with this Consent  
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

12 3. In the event that Respondent is unable to comply with the terms and conditions  
13 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until  
14 such time as she is granted approval to re-commence compliance with the Consent  
15 Agreement.

16 Continuing Education

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
18 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
19 three semester credit hour graduate level course in intake, assessment and treatment from an  
20 accredited college or university, pre-approved by the Board Chair or designee. Upon  
21 completion, Respondent shall submit to the Board an official transcript establishing completion  
22 of the required course.

23 ...

24 ...

25 ...

1 Early Release

2 5. After completion of the continuing education requirements set forth in this  
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
4 other terms of the Consent Agreement have been met.

5 GENERAL PROVISIONS

6 Provision of Clinical Supervision

7 6. Respondent shall not provide clinical supervision while subject to this Consent  
8 Agreement.

9 Civil Penalty

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

12 8. 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 9. 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 substantial evidence. If the Board receives the  
22 written request within 10 days or less of the next regularly scheduled Board meeting, the  
23 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board  
24 meeting. The Board's decision on this matter shall not be subject to further review.

25 ...

1           10. 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           11. If Respondent currently sees clients in her own private practice, and obtains any  
7 other type of behavioral health position, either as an employee or independent contractor, where  
8 she provides behavioral health services to clients of another individual or agency, she shall  
9 comply with requirements set forth in Paragraphs 12 through 13 below.

10          12. 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          13. 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 her 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  
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's  
2 employer(s) with a copy of the Consent Agreement.

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

17 15. Respondent shall practice counseling using the name under which she is  
18 licensed. If Respondent changes her name, she shall advise the Board of the name change as  
19 prescribed under the Board's regulations and rules.

20 16. Prior to the release of Respondent from probation, Respondent must submit a  
21 written request to the Board for release from the terms of this Consent Agreement at least 30  
22 days prior to the date she would like to have this matter appear before the Board. Respondent  
23 may appear before the Board, either in person or telephonically. Respondent must provide  
24 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.  
25 The Board has the sole discretion to determine whether all terms and conditions of this Consent



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

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

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

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

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

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

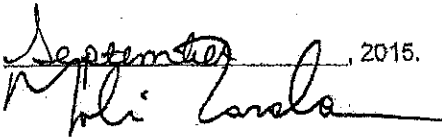
15   
16 Kathleen M. McGuire

8-31-15  
Date

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

18 Dated this 2nd day of September, 2015.

19  
20 By:

  
21 TOBÍ ZAVALA, Executive Director  
22 Arizona Board of Behavioral Health Examiners

23 **ORIGINAL** of the foregoing filed  
This 30 day of September, 2015 with:

24 Arizona Board of Behavioral Health Examiners  
25 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

1 COPY of the foregoing mailed via Interagency Mail  
This 2nd day of September, 2015, to:

2  
3 Marc Harris  
4 Assistant Attorney General  
5 1275 West Washington  
6 Phoenix, Arizona 85007

7 COPY of the foregoing mailed via  
8 Certified mail no. 704287000189571060  
9 This 2nd day of September, 2015, to:

10 Kathleen M. McGuire  
11 Address of Record  
12 Respondent  
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