



1           3.     Respondent has the right to consult with an attorney prior to entering into this  
2 Consent Agreement.

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

7           5.     The findings contained in the Findings of Fact portion of this Consent Agreement  
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for  
9 the final disposition of this matter and may be used for purposes of determining sanctions in any  
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

18          7.     Respondent acknowledges and agrees that the acceptance of this Consent  
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
20 other proceedings as may be appropriate now or in the future. Furthermore, and  
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
22 preclude in any way any other state agency or officer or political subdivision of this state from  
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
24 in the future relating to this matter or other matters concerning Respondent, including but not  
25 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other

1 than with respect to the Board, this Consent Agreement makes no representations, implied or  
2 otherwise, about the views or intended actions of any other state agency or officer or political  
3 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LCSW-0733 for the practice of social  
16 work in Arizona.

17 2. Respondent is the holder of License No. LISAC-0718 for the practice of  
18 substance abuse counseling in Arizona.

19 3. From 12/17/19 – 01/23/20, Respondent provided behavioral health services to  
20 adult female client ("Client").

21 4. Respondent did not prepare a treatment plan or complete an assessment for  
22 Client.

23 5. Respondent provided the following explanation regarding her treatment plans:

24 a. Respondent's treatment plans are listed in case notes as homework.

25 ...

1 b. Respondent does not have specific treatment plans for EAP clients who  
2 attend for a short period of time.

3 6 Client's Consent for Treatment was missing the following required elements:

- 4 a. General procedures to be used in treatment.
- 5 b. The client's right to have the client's records.
- 6 c. Methods for the client to obtain information about the client's records.
- 7 d. Client's right to participate in treatment decisions and in the development and  
8 periodic review and revision of the client's treatment plan.
- 9 e. Respondent's refund and collection policies and procedures.

10 7. Client's progress notes were missing the following required elements:

- 11 a. The time spent providing the behavioral health services.
- 12 b. If counseling sessions were individual, couples, family, or group.
- 13 c. The dated signature of Respondent.

14 8. Respondent made the following representations that do not conform with the  
15 rules for financial and billing records:

- 16 a. Respondent keeps her billing records in the client file and does not keep  
17 them separate from the case file.
- 18 b. For EAP clients, there are no billing records as the client is not responsible  
19 for making payments.
- 20 c. For non-EAP clients, Respondent writes down what they pay each session in  
21 her notes.

22 9. Respondent provided Board staff with a blank consent for treatment that was  
23 missing the following required elements.

- 24 a. A purpose for treatment.
- 25 b. General procedures, benefits, limitations, potential risks.

- c. Client's right to refuse treatment.
- d. Client's right to client's records and how to obtain them.
- e. Client's right to participate in treatment decisions, and periodic review and revisions of client's treatment plan.
- f. Client's right to refuse any recommended treatment or withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.
- g. The Client's right to be informed of all fees the client is required to pay and the Respondent's refund and collection policies and procedures.
- h. Further detail regarding the limits of confidentiality.

10. The documents Respondent provided to Board staff also indicated records will be retained for three years following termination of treatment.

11. During her interview with Board staff, Respondent represented that she retains client records for five years.

12. While Board Staff is not aware of Respondent failing to retain a specific client's records for less than the six-year statutory period pursuant to A.R.S. § 12-2297, it is apparent that Respondent does not understand the appropriate retention rules.

13. Respondent made the following representations to Board Staff regarding her documentation:

- a. Respondent was not familiar with the Board's rules.
- b. Respondent was not aware of the elements required to be included in the consent for treatment form.
- c. Respondent does not see the necessity to do a treatment plan for short-term EAP referrals.

14. Since 2007, Respondent has submitted LCSW and LISAC renewal applications every 2 years.









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**ORIGINAL** of the foregoing filed 11/04/2020  
with:

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

**EXECUTED COPY** of the foregoing sent electronically 9489 0090 0027 6264 5255 98  
to:

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Assistant Attorney General  
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Phoenix, AZ 85004

Jane P. Baker  
Address of Record  
Respondent