

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

2 **In the Matter of:**

3 **Susan J. Barrette-Mozes, LPC-15210,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2020-0093


**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated December 21st, 2020. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated December 21st, 2020.

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 December 21st, 2020.

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

Apr 12, 2021

Date

17
18 **ORIGINAL** of the foregoing filed **Apr 12, 2021**
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically **Apr 12, 2021**
24 to:

25 Susan J. Barrette-Mozes
Address of Record
Respondent

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 otherwise, about the views or intended actions of any other state agency or officer or political

1 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

12 **FINDINGS OF FACT**

13 1. Respondent is the holder of License No. LPC-15210 for the practice of
14 counseling in Arizona.

15 2. Between 05/18 – 10/19, Respondent provided behavioral health services to a 10-
16 year-old male ("Son") and 12-year-old female ("Daughter").

17 3. On 05/09/18, Son advised Respondent that someone at school typed up the
18 following regarding a fight Son had with his mother ("Mother"):

- 19 a. Mother hit Son real hard with a spoon.
20 b. When son tried to get away, Mother jumped on him and pinned him down,
21 making it hard to breathe.
22 c. Son escaped and locked himself in the bathroom
23 d. Son told his father ("Father") about this and that is when the person came to
24 the school to speak with son.

25 ...

1 4. On 05/22/18, Daughter advised Respondent of the following regarding the
2 incident between Son and Mother.

- 3 a. Mother hit Son with a spoon.
- 4 b. Mother tackled Son.
- 5 c. Son had to escape and lock himself in a room.

6 5. Respondent represented the following:

- 7 a. Mother informed Respondent that Father made a report to DCS, but the
8 alleged incident had been investigated and the case was closed.
- 9 b. Based on everything Respondent learned, she did not suspect child abuse
10 and was not under a legal or ethical obligation to share Son's self-report of
11 possible child abuse; she was only required to document it in Son's chart.
- 12 c. Respondent did not follow up with DCS because she did not think that she
13 would be able to get a copy of the report and she did not feel like she needed
14 it.
- 15 d. Both Mother and Father stated that Father had made a DCS report against
16 Mother, which had been investigated and unsubstantiated.

17 6. Despite being a mandated reporter, Respondent did not take any further actions
18 to follow up or verify that DCS had actually been contacted.

19 7. Respondent's 10/08/19 Treatment Plan Closure Summary for Son and Daughter
20 indicated that she and Mother agreed therapy could no longer continue due to Father's negative
21 interference in the therapeutic process.

22 8. Although acknowledging Son and Daughter should continue therapy with another
23 provider, Respondent did not provide Mother with referrals to other behavioral health
24 professionals.

25 ...

1 9. Respondent represented the following regarding why she did not provide the
2 names of three other providers as referrals:

3 a. Mother mentioned that she needed to use her health insurance going forward
4 and any names that Respondent's would have provided may or may not
5 take her insurance.

6 b. They instead explored her options of calling the number on the back of her
7 insurance card to obtain a list of therapists.

8 c. Once Mother had a few names, she could then read about their experience,
9 skills and expertise on the internet or Psychology today.

10 10. Respondent provided Father with client records on two different occasions,
11 01/28/19 and 07/13/19.

12 11. Son's 01/14/19 progress note provided on 1/28/19, was not the same as the
13 01/14/19 progress note provided on 07/13/19.

14 12. Board staff's review of the two (2) 01/14/19 progress notes revealed the
15 following:

16 a. The contents of the progress notes appear to be substantially similar.

17 b. The progress note provided on 01/28/19 is signed by Respondent, but the
18 signature is not dated.

19 c. Respondent dated her signature as 01/14/19 on the progress note provided
20 on 07/13/19, despite having redocumented it subsequent to 01/14/19.

21 13. Respondent represents the following regarding the differences between the two
22 (2) 01/14/19 progress notes Father received:

23 a. When Respondent was making copies of the records, her photocopier
24 destroyed the original 01/14/19 progress note.

25 ...

1 b. Respondent had to redocument it from what she could make out from the
2 original note and what she could remember from that session.

3 c. Looking back, Respondent admits that she should have written that the
4 progress note was redocumented, but she was not trying to hide anything.

5 14. Respondent represented the following regarding her documentation:

6 a. She made a proactive effort to improve her documentation after receiving the
7 Board complaint by taking a clinical documentation course.

8 b. Respondent takes full responsibility for her failure to notate that she had
9 redocumented a page from a clinical chart.

10 c. This had never happened to Respondent before and she now knows that she
11 is obligated to indicate if any part of a record has been redocumented.

12 **CONCLUSIONS OF LAW**

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

16 2. The conduct and circumstances described in the Findings of Fact constitute a
17 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
18 applicable to the practice of behavioral health as it relates to:

19 A.R.S. § 13-3620, Duty to Report Abuse

20 3. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(s) Terminating behavioral health services to a client without
22 making an appropriate referral for continuation of care for the client if continuing services are
23 indicated.

24 ...

25 ...

1 4. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(p) Failing to conform to minimum practice standards as
3 developed by the board, as it relates to:

4 A.A.C R4-6-1103, Client Record

5 **ORDER**

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

8 1. Respondent's license, LPC-15210, will be placed on probation for 12 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LPC-15210, unless they are
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education addressing mandated reporting. All required continuing education
24 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
25 submit a certificate of completion of the required continuing education.

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 discharge planning and coordination of care. All
4 required continuing education shall be pre-approved by the Board Chair or designee. Upon
5 completion, Respondent shall submit a certificate of completion of the required continuing
6 education.

7 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
8 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
9 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
10 addressing current behavioral health documentation standards in Arizona. All required
11 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
12 Respondent shall submit a certificate of completion of the required continuing education.

13 Early Release

14 7. After completion of the continuing education requirements set forth in this
15 Consent Agreement, Respondent may request early release from the Consent Agreement if all
16 other terms of the Consent Agreement have been met.

17 GENERAL PROVISIONS

18 Provision of Clinical Supervision

19 8. Respondent shall not provide clinical supervision while subject to this Consent
20 Agreement.

21 Civil Penalty

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

24 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent
25 remains compliant with the terms of this Consent Agreement. If Board staff determines that

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
3 be automatically lifted and payment of the civil penalty shall be made by certified check or
4 money order payable to the Board within 30 days after being notified in writing of the lifting of
5 the stay.

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

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

18 13. If Respondent currently sees clients in their own private practice, and obtains any
19 other type of behavioral health position, either as an employee or independent contractor, where
20 they provide behavioral health services to clients of another individual or agency, they shall
21 comply with requirements set forth in paragraphs 14 through 16 below.

22 14. Within 10 days of the effective date of this Order, if Respondent is working in a
23 position where Respondent provides any type of behavioral health related services or works in a
24 setting where any type of behavioral health, health care, or social services are provided,
25 Respondent shall provide the Board Chair or designee with a signed statement from

1 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
4 copy of the Consent Agreement.

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

15 16. If, during the period of Respondent's probation, Respondent changes
16 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
17 extended leave of absence for whatever reason that may impact their ability to timely comply
18 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
19 the Board of their change of employment status. After the change and within 10 days of
20 accepting employment in a position where Respondent provides any type of behavioral health
21 related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee a written
23 statement providing the contact information of their new employer(s) and a signed statement
24 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
25 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

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

4 17. Respondent shall practice behavioral health using the name under which they
5 are licensed. If Respondent changes their name, they shall advise the Board of the name
6 change as prescribed under the Board's regulations and rules.

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

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

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

22 21. This Consent Agreement shall be effective on the date of entry below.

23 22. This Consent Agreement is conclusive evidence of the matters described herein
24 and may be considered by the Board in determining appropriate sanctions in the event a
25 subsequent violation occurs.

1 PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

2 Susan Jean Barrette-Mozes
Susan Jean Barrette-Mozes (Dec 17, 2020 16:21 MST)

Dec 17, 2020

3 Susan J. Barrette-Mozes

Date

4 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

5 By:

mezz

12/21/20

6 TOBI ZAVALA, Executive Director
7 Arizona Board of Behavioral Health Examiners

Date

8
9 ORIGINAL of the foregoing filed 12/21/20
with:

10 Arizona Board of Behavioral Health Examiners
11 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

12 EXECUTED COPY of the foregoing sent electronically 12/21/20
13 to:

14 Mona Baskin
15 Assistant Attorney General
2005 North Central Avenue
16 Phoenix, AZ 85004

17 Susan J. Barrette-Mozes
18 Address of Record
Respondent

19 Mandi J. Karvis
Wicker Smith O'Hara McCoy & Ford, P.A.
20 One N Central Ave, Suite 885
Phoenix, AZ 85004
21 Attorney for Respondent