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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Regina H. Sayegh, LAMFT-10679 Licensed Associate Marriage and Family Therapist, In the State of Arizona.

RESPONDENT

CASE NOS. 2022-0034 & 2022-0066 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), Regina H. Sayegh ("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:

- 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.
- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not

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limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LAMFT-10679 for the practice of Marriage and Family Therapy in the State of Arizona.
- 2. From 12/17 08/21, Respondent was employed at Agency as a Clinician providing behavioral health services to clients.
- 3. In 08/21, there were concerns Respondent was fraudulently billing for behavioral health services by inflating her time within progress notes.
- 4. Due to these concerns, Respondent was placed on administrative leave pending an investigation on 08/25/21.

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- 5. On 08/26/21, Respondent resigned effective immediately while under investigation, which did not allow Agency to interview Respondent regarding the allegations of fraud.
- 6. Agency had the Data Validation Team conduct an audit from 09/20 08/21 which showed the following when reviewing the ZOOM platform session times with the times Respondent billed for:
 - a. 559 services were padded resulting in overpayment.
 - b. Two instances of billed services overlapping.
 - c. A total of 46,321 minutes was billed but only 29,188 were accounted for when cross-referenced with the ZOOM platform.
 - d. 525 telehealth sessions were found to be padded for 82 different clients.
 - e. \$123,580.23 was reported as fraud, waste, and abuse.
 - f. A spreadsheet with 10 examples comparing ZOOM session durations and the time billed showed the following in part:
 - Client 2 was billed for 103 minutes but the ZOOM session was only 58 minutes.
 - Client 3 was billed for 81 minutes but the ZOOM session was only 36 minutes.
 - Client 5 was billed for 119 minutes but the ZOOM session was only 59 minutes.
 - 7. During an investigative interview Respondent represented the following:
 - a. She would bill for time she spent preparing clinical documentation on top of the time spent in session.
 - b. Respondent had a previous supervisor who no longer works for Agency inform her she could bill for time spent preparing clinical documentation.

- c. Respondent would have ZOOM sessions get disconnected so she would continue some of those sessions via telephone, so the ZOOM times would not account for that.
- d. Respondent acknowledged fraudulently billing by including time spent on documentation within her session notes.
- e. Respondent further acknowledged attending various trainings at Agency for billing and documentation.
- f. Respondent now realizes she should not have been billing for time spent on clinical documentation.
- 8. Within a 12 month period, Respondent overbilled for 17,133 minutes of psychotherapy that are unaccounted for.
- 9. From 03/18 06/21, Respondent completed 2 Agency trainings on billing and 4 trainings on fraud, waste, and abuse.
- 10. Respondent engaged in fraudulent billing practices as evidenced by her own admission and proof from an Agency internal audit.
- 11. Agency in fact sent checks to AHCCCS to pay for the overbilled services totaling \$123,580.23.
- 12. Despite Respondent being placed on administrative leave and Agency confiscating all of her belongings such as her laptop, phone, and client material, Respondent abruptly resigned from her position without ensuring any sort of continuity of care for her 60 plus clients was in place.
- 13. During her investigative interview with Board staff, Respondent represented the following in part:
 - Respondent would never neglect her clients and it was not her intention to abandon clients.

- b. Respondent asked HR what would happen with her clients and was told they would be referred to other therapists if needed and Respondent should not contact them.
- c. Respondent felt the need to resign since she felt she was going to be terminated.
- 14. In the midst of Agency's investigation, Respondent immediately resigned without any notice to Agency or her clients.

CONCLUSIONS OF LAW

- The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 et seq.
 and the rules promulgated by the Board relating to Respondent's professional practice as a
 licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(b), using fraud or deceit in connection with rendering services as a licensee or in establishing qualifications pursuant to this chapter.
- 3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.
- 4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without making an appropriate referral for continuation of care for the client if continuing behavioral health services are indicated.

ORDER

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

- 1. In the event that Respondent is unable to comply with the terms and conditions of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until such time as they are granted approval to re-commence compliance with the Consent Agreement.
- 2. Respondent's license, LAMFT-10679, will be placed on probation for 24 months, effective from the date of entry as signed below.

Continuing Education

- 3. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three semester credit hour graduate level behavioral health ethics course from a regionally accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.
- 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of the NASW Staying Out of Trouble course or its pre-approved equivalent. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board a certificate of completion of the required continuing education.

Clinical Supervision

5. While on probation, Respondent shall submit to clinical supervision for 24 months by a masters or higher level behavioral health professional licensed by the Arizona Board of Behavioral Health Examiners at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval

1 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the 2 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that 3 4 5

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letter, the clinical supervisor must address why they should be approved, acknowledge that they have reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

6. The focus of the supervision shall relate to behavioral health ethics, billing, and Arizona statutes and rules. Respondent shall meet individually in person with the supervisor for a minimum of one hour weekly if working fulltime for the first 12 months. After the first 12 months the frequency will be at the recommendation of the clinical supervisor, but not less than twice monthly.

GENERAL PROVISIONS

Provision of Clinical Supervision

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

Civil Penalty

- 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 9. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or

money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.

- 10. Within 10 days of being notified of the lifting of the stay, Respondent may request that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting. The Board's decision on this matter shall not be subject to further review.
- 11. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 12. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 13 through 15 below.
- 13. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board

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within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

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

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the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

- 16. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 17. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.
- 18. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- 19. Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
 - 20. This Consent Agreement shall be effective on the date of entry below.
- 21. This Consent Agreement is conclusive evidence of the matters described herein and may be considered by the Board in determining appropriate sanctions in the event a subsequent violation occurs.

1	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMEN	Т
2	Jul 13, 2022 Regina Sayegh (Jul 13, 2022 13:50 PDT)	
3	Regina H. Sayegh Date	
4	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT	
5	Jul 13, 2022	
6	TOBI ZAVALA, Executive Director Date	
7	Arizona Board of Behavioral Health Examiners	
8	OPIGINAL of the foregoing filed Jul 13, 2022	
9	original of the foregoing filed 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 Jul 13, 2022	
13	to:	
14	Mona Baskin Assistant Attorney General	
15	2005 North Central Avenue Phoenix, AZ 85004	
16	Regina H. Sayegh	
17	Address of Record Respondent	
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