

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

3 **In the Matter of:**

4 **Cally A. Skalko, LPC-20914,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0111
CONSENT AGREEMENT

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(F)
11 and 41-1092.07(F)(5), Cally A. Skalko ("Respondent") and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final
13 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 their right to such formal hearing concerning these allegations and irrevocably waives
22 their 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 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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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-20914 for the practice of
15 counseling in Arizona.

16 2. From 11/21 – 05/22, Respondent treated Client at Private Practice.

17 3. Client's services were being paid for through a Trust fund that was paying
18 Respondent directly.

19 4. Following the end of services, Complainant contacted Respondent requesting a
20 refund from the Trust fund and access to Client's billing account.

21 5. On 09/08/22, Complainant emailed Respondent wanting to confirm that
22 Respondent received her email about the refund for Client and requested access to Client's
23 billing account.

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1 6. On 10/21/22, Respondent replied stating she had not been working due to an
2 injury, but is back to work and received Complainant's request reminding Complainant that
3 requests could take 30-60 days.

4 7. On 10/21/22, Complainant emailed Respondent stating she made this request
5 over 60 days ago.

6 8. From 09/08/22 – 01/03/23, Complainant emailed Respondent at least five times
7 requesting the refund and it was not until 02/10/23 that Respondent issued the refund.

8 9. A 02/10/23 cashier's check showed that Respondent provided the refund in the
9 amount of \$625 to the Trust fund and Respondent mailed it via certified mail.

10 10. On 02/13/23, Respondent emailed the Trust fund informing them she issued the
11 refund via certified mail.

12 11. During the investigative interview, Respondent acknowledged panicking when
13 she received the complaint and immediately called the Trust fund about the refund.

14 12. Respondent told Complainant that requests of this nature could take 30-60 days
15 yet Respondent did not complete this request until roughly 5 months later, well over 60 days.

16 13. Respondent's informed consent failed to include anything regarding her refund
17 and collection policies and procedures.

18 14. At the onset of services, Respondent had Complainant and Client sign an
19 informed consent which did not specify whether the services would be individual or family.

20 15. The 11/16/21 treatment plan indicated Client would participate in individual
21 counseling.

22 16. During the investigative interview, Respondent represented that Client's therapy
23 was individual and family.

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1 17. Throughout the course of the investigation, Respondent informed Board staff that
2 Complainant had her own clinical records chart and her services were billed as family therapy
3 without the client.

4 18. Complainant never signed any sort of informed consent consenting to services
5 with Respondent.

6 19. Respondent diagnosed Complainant and met with Complainant on two separate
7 occasions without Client present despite representing it was family therapy.

8 20. Respondent represented she would never meet with Client and Complainant
9 together but would bring Complainant in at the end of Client's sessions for a couple minutes to
10 discuss how they would move forward.

11 21. Based on the clinical records, it is not clear specifically who the client was
12 regarding Client's treatment since the records indicate individual therapy was the modality being
13 used, yet Respondent represented in the interview that she was using individual and family
14 therapy with Client.

15 22. Respondent failed to document anywhere in either Client's or Complainant's
16 clinical records that she was treating either of them individually and separately.

17 23. In review of the clinical records, Respondent failed to clearly identify the specific
18 client in each record, and there appears to be contradictions whether the services were
19 individual or family.

20 32. At the onset of services, Respondent had Complainant and Client sign an
21 informed consent which failed to include the following minimum Board requirements:

22 a. The client's right to participate in treatment decisions and in the development
23 and periodic review of the client's treatment plan.

24 b. The client's right to be informed of all fees that the client is required to pay
25 and the licensee's refund and collection policies and procedures.

1 c. The manner of identifying the client when using electronic communication
2 that does not involve video.

3 33. Respondent's progress notes failed to include the following telehealth
4 requirements:

5 a. Mode of session, whether interactive audio, video, or electronic
6 communication.

7 b. Verification of the client's physical location during the session.

8 **CONCLUSIONS OF LAW**

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

12 2. The conduct and circumstances described in the Findings of Fact constitute a
13 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
14 recognized standards of ethics in the behavioral health profession or that constitutes a danger
15 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

16 **A.8. Multiple Clients**

17 When a counselor agrees to provide counseling services to two or
18 more persons who have a relationship, the counselor clarifies at the
19 outset which person or persons are clients and the nature of the
20 relationships the counselor will have with each involved person. If it
21 becomes apparent that the counselor may be called upon to perform
22 potentially conflicting roles, the counselor will clarify, adjust, or
23 withdraw from roles appropriately.

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Continuing Education

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 3 clock hours of continuing education addressing behavioral health ethics. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

5. 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 3 clock hours of continuing education addressing self-care and compassion fatigue. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

6. 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 3 clock hours of continuing education addressing Arizona documentation and minimum standards. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

7. 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 3 clock hours of continuing education addressing family therapy. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

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1 **Early Release**

2 8. After completion of the continuing education requirements set forth in this
3 Consent Agreement, or after 12 months, Respondent may request early release from the
4 Consent Agreement if all other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 9. Respondent shall not provide clinical supervision to associate level licensees
8 accruing and submitting hours towards independent licensure while subject to this Consent
9 Agreement.

10 **Civil Penalty**

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

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

20 12. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

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

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

20 16. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of their new employer and a signed statement from

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1 Respondent's new employer confirming Respondent provided the employer with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days, as required, Respondent's failure to provide the required statement to the Board
4 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
5 employer(s) with a copy of the Consent Agreement.

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

20 18. Respondent shall practice behavioral health using the name under which they
21 are licensed. If Respondent changes their name, they shall advise the Board of the name
22 change as prescribed under the Board's regulations and rules.

23 19. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30

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1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

10 20. Respondent shall bear all costs relating to probation terms required in this
11 Consent Agreement.

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

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

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

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

20 
21 Cally A Skalko (Sep 20, 2023 10:13 PDT)
Cally A. Skalko

Sep 20, 2023
Date

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

23 By: 
24 TOBI ZAVALA, Executive Director
25 Arizona Board of Behavioral Health Examiners

Sep 20, 2023
Date

