

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

3 **In the Matter of:**

4 **Tracey L. Frederiksen, LPC-14298,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0129**  
**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), Tracey L. Frederiksen (“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 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-14298 for the practice of  
15 counseling in the State of Arizona.

16 2. From 04/19 – 05/23, Respondent provided behavioral health services to Client 1  
17 at her private practice.

18 3. From 01/23 – 10/23, Respondent provided behavioral health services to Client 2  
19 at her private practice.

20 4. A 02/10/22 Commercial Lease Agreement indicated the following:

21 a. The Tenant has negotiated with the Landlord for commercial lease for the  
22 Premises located at an address, with suite next to each other.

23 b. The renters are Mother and another individual.

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1 c. The lease was signed by Mother and this other individual as well as another  
2 individual, who is identified as "Manager" after his name within the lease  
3 agreement.

4 5. This second individual is Respondent's husband.

5 6. Respondent's private practice is located at the same exact address but in a  
6 different neighboring suite.

7 7. This means that after Respondent initiated services with Client 1 and prior to  
8 initiating services with Client 2, Respondent's husband and Mother signed a lease agreement  
9 for an office space two suites away from Respondent's private practice location.

10 8. Nowhere within Client 1's or Client 2's clinical records is it documented that  
11 Respondent's husband and Mother have a legal agreement in place to rent an office space.

12 9. Respondent acknowledged that the building where Mother rented an office  
13 space, Respondent and her husband are partial owners of the LLC.

14 10. Respondent was indirectly involved in a secondary role with Mother by engaging  
15 in this professional relationship with Mother outside of the therapeutic relationship  
16 simultaneously.

17 11. Respondent represents she would only see this as a conflict if Mother was her  
18 actual client, yet Mother was fully involved in both clients' therapy.

19 12. A 01/13/22 informed consent for telepsychology for Client 1 failed to include the  
20 manner of identifying the client when using electronic communication that does not involve  
21 video.

22 13. Client 1's clinical records failed to include any treatment plan.

23 14. Client 1's billing records included the following deficiencies:

24 a. There were progress notes for 05/29/19, 01/14/22, 11/30/22, and 02/23/23  
25 without corroborating billing records.

1           b. There were billing records for 11/14/21 and 02/26/23 without corroborating  
2           progress notes.

3           15.     A 01/04/23 informed consent for telepsychology for Client 2 failed to include the  
4     manner of identifying the client when using electronic communication that does not involve  
5     video.

6           16.     Client 2's clinical records failed to include any treatment plan.

7           17.     Client 2's billing records included the following deficiencies:

8           a.     There were progress notes for 01/26/23 and 06/22/23 without corroborating  
9           billing records.

10          b.     There was a billing record for 06/24/23 without a corroborating progress note.

11          18.     Due to concerns with Respondent failing to devise treatment plans for Client 1  
12     and Client 2, Board staff subpoenaed a client list and randomly subpoenaed two clinical records  
13     to determine whether Respondent was doing treatment plans for other clients.

14          19.     Upon review of the two randomly subpoenaed clinical records, the following was  
15     noted:

16          a.     A.H. began services with Respondent on 09/07/23 and had 7 sessions until  
17          Respondent completed a treatment plan on 02/13/24.

18          b.     L.L. began services with Respondent on 08/25/23 and had 8 sessions until  
19          Respondent completed a treatment plan on 03/05/24.

20          20.     It appears only after notice of this Board complaint, Respondent began  
21     developing treatment plans as evidenced by the two randomly subpoenaed clinical records  
22     showing treatment plans were only developed after her written response to the complaint and  
23     several sessions with these clients.

24          21.     Respondent represents she is aware of the Board's rules regarding  
25     documentation yet failed to develop treatment plans which is a Board requirement.

1 22. In 07/19, 07/21, and 07/23, Respondent completed license renewal applications  
2 which required her to complete the Board’s Tutorial regarding statutes and regulations, which  
3 specifically provided education and training on clinical documentation standards.

4 23. Since being notified of the deficiencies in her clinical documentation, Respondent  
5 provided Board staff updated practice templates that meet all minimum Board requirements.

6 **CONCLUSIONS OF LAW**

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

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

14 **A.6.a. Previous Relationships**

15 Counselors consider the risks and benefits of accepting as clients those with  
16 whom they have had a previous relationship. These potential clients may include  
17 individuals with whom the counselor has had a casual, distant, or past  
18 relationship. Examples include mutual or past membership in a professional  
19 association, organization, or community. When counselors accept these clients,  
20 they take appropriate professional precautions such as informed consent,  
21 consultation, supervision, and documentation to ensure that judgment is not  
22 impaired and no exploitation occurs.

23 **A.6.e. Nonprofessional Interactions or Relationships (Other Than Sexual or**  
24 **Romantic Interactions or Relationships)**

25 ...

1 Counselors consider the risks and benefits of accepting as clients those with  
2 whom they have had a previous relationship. These potential clients may include  
3 individuals with whom the counselor has had a casual, distant, or past  
4 relationship. Examples include mutual or past membership in a professional  
5 association, organization, or community. When counselors accept these clients,  
6 they take appropriate professional precautions such as informed consent,  
7 consultation, supervision, and documentation to ensure that judgment is not  
8 impaired and no exploitation occurs.

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

12 A.A.C. R4-6-1102. Treatment Plan

13 A.A.C. R4-6-1106. Tele-practice

14 **ORDER**

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

17 1. Respondent's license, LPC-14298, will be placed on probation for 12 months,  
18 effective from the date of entry as signed below

19 2. Respondent shall not practice under their license, LPC-14298, unless they are  
20 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
22 shall immediately notify the Board in writing and shall not practice under their license until they  
23 submit a written request to the Board to re-commence compliance with this Consent  
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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1 have reviewed the Consent Agreement and include the results of an initial assessment and a  
2 supervision plan regarding the proposed supervision of Respondent. The letter from the  
3 supervisor shall be submitted to the Board.

4 **Focus and Frequency of Clinical Supervision**

5 7. The focus of the supervision shall relate to the decision-making model, Arizona  
6 Statutes and Rules, conflict of interest, boundaries, behavioral health ethics, clinical  
7 documentation, and review of clinical documentation. Respondent shall meet individually with  
8 the supervisor for a minimum of once monthly.

9 **Reports**

10 8. Once approved, the supervisor shall submit quarterly reports for review and  
11 approval by the Board Chair or designee. The quarterly reports shall include issues presented in  
12 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
13 more frequent supervision is needed. Quarterly reports shall include the following:

- 14 a. Dates of each clinical supervision session.
- 15 b. A comprehensive description of issues discussed during supervision  
16 sessions.
- 17 c. The results of each clinical documentation review by the supervisor.

18 9. All quarterly supervision reports shall include a copy of clinical supervision  
19 documentation maintained for that quarter. All clinical supervision documentation maintained by  
20 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

21 10. After Respondent's probationary period, the supervisor shall submit a final  
22 summary report for review and approval by the Board Chair or designee. The final report shall  
23 also contain a recommendation as to whether the Respondent should be released from this  
24 Consent Agreement.

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1 **Change of Clinical Supervisor During Probation**

2 11. If, during the period of Respondent's probation, the clinical supervisor determines  
3 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
4 the end of supervision and provide the Board with an interim final report. Respondent shall  
5 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
6 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
7 proposed clinical supervisor shall provide the same documentation to the Board as was required  
8 of the initial clinical supervisor.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

11 12. Respondent shall not provide clinical supervision to associate level licensees  
12 accruing and submitting hours towards independent licensure while subject to this Consent  
13 Agreement.

14 **Civil Penalty**

15 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil  
16 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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

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

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

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1           21.    Respondent shall practice behavioral health using the name under which they  
2 are licensed. If Respondent changes their name, they shall advise the Board of the name  
3 change as prescribed under the Board’s regulations and rules.

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

15           23.    Respondent shall bear all costs relating to probation terms required in this  
16 Consent Agreement.

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

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

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

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

24           *Tracey L. Frederiksen*  
Tracey L. Frederiksen (Jul 26, 2024 13:48 PDT)


25           Tracey L. Frederiksen

                  Jul 26, 2024

                  Date

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

By:  Jul 27, 2024  
TOBI ZAVALA, Executive Director Date  
Arizona Board of Behavioral Health Examiners

**ORIGINAL** of the foregoing filed Jul 27, 2024  
with:

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

**EXECUTED COPY** of the foregoing sent electronically Jul 27, 2024  
to:

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

Tracey L. Frederiksen  
Address of Record  
Respondent