

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

3 **In the Matter of:**

4 **Roberta J. Zatkowsky LPC-16035**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0135**  
**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), Roberta J. Zatkowsky (“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

25 ...

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-16035 for the practice of  
15 counseling in Arizona.

16 2. Since 06/22, Respondent has been treating Client who was a minor at the onset  
17 of services at Agency.

18 3. On 05/25/22, Father signed an informed consent and on 06/03/22, Complainant  
19 signed an informed consent.

20 4. Both informed consents failed to include the following minimum Board  
21 requirements:

22 a. Purpose of treatment.

23 b. General procedures to be used in treatment, including benefits, limitations,  
24 and potential risks.

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- c. The client's right to have the client's records and all information regarding information regarding the client kept confidential and an explanation of the limitations of confidentiality.
- d. Methods for client to obtain information about the client's records.
- e. The client's right to participate in treatment decisions and in the development and periodic review and revision of the client's treatment plan.
- f. The client's right to be refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.
- g. Inherent confidentiality risks of electronic communication.
- h. Potential for technology failure.
- i. Emergency procedures when the licensee is unavailable.
- j. Manner of identifying the client when using electronic communication that does not involve video.

5. Client's clinical records failed to include any treatment plan.

6. All of Client's progress notes failed to include the following minimum Board requirements:

- a. The time spent providing the behavioral health service.
- b. If counseling services were provided, whether the counseling was individual, couples, family or group.
- c. The dated signature of the licensee who provided the behavioral health service.
- d. Mode of session, whether interactive audio, video, or electronic communication.

1 e. Verification of the client's physical location during the session and local  
2 emergency contacts.

3 7. Respondent represented she was aware treatment plans are required and she  
4 was busy and had a lot to take care, which is why Client did not have a treatment plan.

5 8. Respondent acknowledged that other clinical records would fail to include a  
6 treatment plan but has taken a treatment plan course and moving forward is implementing  
7 treatment plans.

8 9. Additionally, in 11/23, Client turned 18 and Respondent failed to obtain a new  
9 signed informed consent for Client being that she was no longer a minor.

10 10. Throughout Client's therapy, Respondent involved Client's step-mother in a  
11 session and failed to obtain a signed release of information authorizing the step-mother to  
12 participate in Client's therapy.

13 11. Respondent engaged with two other outside psychiatric providers without  
14 obtaining a signed release of information authorizing Respondent to engage with these  
15 professional regarding Client's therapy.

16 12. Respondent has been independently licensed and in private practice since 2016  
17 and failed to ensure her clinical documentation met all minimum Board requirements.

18 13. These deficient practice forms are the forms Respondent uses in her private  
19 practice, meaning all other clinical records prior to this Board complaint would include similar  
20 deficiencies.

21 14. In 2020, 2022, and 2024, Respondent completed license renewal applications  
22 which required her to complete the Board's Tutorial regarding statutes and regulations, which  
23 specifically provided education and training on clinical documentation standards.

24 15. Respondent acknowledged after completing the renewal tutorial in 04/24 she did  
25 not revise her practice forms.



1 A.A.C. R4-6-1103. Client Record

2 A.A.C. R4-6-1105. Confidentiality

3 A.A.C. R4-6-1106. Telepractice

4 3. The conduct and circumstances described in the Findings of Fact constitute a  
5 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities  
6 that are not congruent with the licensee's professional education, training or experience.

7 **ORDER**

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

10 1. Respondent's license, LPC-16035, will be placed on probation for 12 months,  
11 effective from the date of entry as signed below.

12 2. Respondent shall not practice under their license, LPC-16035, unless they are  
13 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
14 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
15 shall immediately notify the Board in writing and shall not practice under their license until they  
16 submit a written request to the Board to re-commence compliance with this Consent  
17 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

22 **Continuing Education**

23 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
25 hours of continuing education addressing Arizona documentation. All required continuing

1 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
2 shall submit a certificate of completion of the required continuing education.

3 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
5 hours of continuing education addressing high conflict families. All required continuing education  
6 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall  
7 submit a certificate of completion of the required continuing education.

8 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
10 hours of continuing education addressing behavioral health ethics, to include scope of  
11 competency. All required continuing education shall be pre-approved by the Board Chair or  
12 designee. Upon completion, Respondent shall submit a certificate of completion of the required  
13 continuing education.

#### 14 **Early Release**

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

### 18 **GENERAL PROVISIONS**

#### 19 **Provision of Clinical Supervision**

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

#### 23 **Civil Penalty**

24 9. Subject to the provisions set forth in paragraph 7, the Board imposes a civil  
25 penalty against the Respondent in the amount of \$1,000.00.



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

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

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

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

24           14.     Within 10 days of the effective date of this Order, if Respondent is working in a  
25 position where Respondent provides any type of behavioral health related services or works in a

1 setting where any type of behavioral health, health care, or social services are provided,  
2 Respondent shall provide the Board Chair or designee with a signed statement from  
3 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
5 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
6 copy of the Consent Agreement.

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

17 16. If, during the period of Respondent's probation, Respondent changes  
18 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
19 extended leave of absence for whatever reason that may impact their ability to timely comply  
20 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
21 the Board of their change of employment status. After the change and within 10 days of  
22 accepting employment in a position where Respondent provides any type of behavioral health  
23 related services or in a setting where any type of behavioral health, health care, or social  
24 services are provided, Respondent shall provide the Board Chair or designee a written  
25 statement providing the contact information of their new employer(s) and a signed statement

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

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

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

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

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

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