

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

3 **In the Matter of:**

4 **Milissa A. Baugh, LASAC-15244,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2024-0242
CONSENT AGREEMENT

9 In the interest of a prompt and speedy settlement of the above captioned matter,
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona
11 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
12 and 41-1092.07(F)(5), Milissa A. Baugh (“Respondent”) and the Board enter into this Consent
13 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
14 disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or
18 received by the Board concerning the allegations, and all related materials and exhibits may be
19 retained in the Board’s file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent
21 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
22 waives their right to such formal hearing concerning these allegations and irrevocably waives
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent
24 Agreement.

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

25 ...

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

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

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

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

14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LASAC-15244 for the practice of
16 substance abuse **counseling** in the State of Arizona.

17 2. On 01/19/24, Respondent self-reported that she pled guilty to a Class 4 felony
18 Forgery charge.

19 3. Board staff obtained select records from Respondent which included the
20 following in part:

21 a. A letter from Attorney General’s office indicated the following:

- 22 • Respondent was acting as the BHP at Agency.
 - 23 • Agency did not appear to be licensed by DHS.
- 24
25

- 1 • Respondent confirmed she did contract work for Agency and this work
2 consisted of reviewing their existing therapy notes, and signing her name
3 to the BHP line.
- 4 • Respondent advised she was not present for the therapy depicted in the
5 notes, and she was just under the impression that she was reviewing the
6 content of the notes in a supervisory role.
- 7 • Respondent admitted the notes she reviewed for Agency were lacking in
8 details, and appeared to be photocopies of each other, yet continued to
9 sign them.
- 10 • Respondent recalled she verbally repeatedly warned Owner that the
11 notes were insufficient, yet Owner continued to send those insufficient
12 notes to her to sign.

13 4 At its 03/08/24 Board meeting, the Board members voted to open a complaint for
14 further investigation.

15 5. Respondent represented the following in her written response:

- 16 a. Owner informed Respondent that Agency was licensed by DHS but had not
17 received her AHCCCS provider number and was not billing for services yet.
 - 18 b. Owner asked Respondent to sign group therapy notes but would not send
19 these notes for billing purposes.
 - 20 c. Owner brought the group notes in folders within boxes for Respondent to
21 either hand-sign or stamp her signature.
 - 22 d. Respondent's contract at Agency indicated she was the BHP but Respondent
23 denies that being her role at Agency.
- 24
25

1 6. Due to concerns with Respondent possibly acting as a BHP at the associate level
2 at a facility not licensed by DHS, Board staff requested a list of all employments Respondent
3 has held since 2019.

4 7. Since 2019, Respondent indicated she has worked at six different agencies
5 acting as the BHP for several of the agencies.

6 8. Even though Respondent represents she was not acting as the BHP for
7 Sycamore Integrated Health and Apex Recovery, her employment contracts she provided
8 ...
9 clearly outlines duties and roles of a BHP including clinical oversight of BHTs and signing
10 clinical records.

11 9. Respondent agreed to sign group progress notes for Agency without ever going
12 to Agency or directly supervising any staff at Agency.

13 10. Respondent acknowledged telling Owner that the notes appeared to be
14 photocopies yet continued to sign group progress notes.

15 11. It is unclear why Respondent would be signing notes if they were allegedly not
16 going to be submitted for billing purposes, placing her license at risk.

17 12. As a LASAC, Respondent's scope is limited to substance use issues and there
18 are concerns that Respondent's photocopied signature could have been used to sign clinical
19 records that would be outside the scope of a LASAC's license.

20 13. It is unclear if any of the clients ever signed any sort of release of information or
21 supervisory agreement authorizing Respondent to have access to their clinical records.

22 14. During Board staff's investigation, Respondent reported three employments that
23 Board staff was never aware of since 2019.

24 15. Respondent represented she worked for the following entities since 2019 that
25 she never updated with the Board:

- a. Better Choices 4 life from 02/20 – 04/20.
- b. Gentle Touch Behavioral Health Services from 12/19 – 10/20.
- c. Apex Recovery from 12/20 – 02/21.

16. Despite respondent holding these employments for several months, she failed to update her employment with the Board.

17. Board staff is only aware of these employments upon questioning during the complaint process.

...

18. Respondent represents she has new employment in Kansas since early 05/24 and failed to update her employment with the Board within 30 days as required by board rules.

CONCLUSIONS OF LAW

1. 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)(l), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee’s profession.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(a), being convicted of a felony. Conviction by a court of competent jurisdiction or a plea of no contest is conclusive evidence of the conviction.

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

A.A.C. R4-6-205. Change of Contact Information.

ORDER

1 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
2 the provision and penalties imposed as follows:

3 **ORDER NOT TO RENEW**

4 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
5 the provision and penalties imposed as follows:

- 6 1. As of the effective date of the Consent Agreement, Respondent shall not practice
7 under their license.
- 8 2. Respondent's license, LASAC-15244, shall by rule, expire on 08/31/25.
- 9 3. Respondent agrees not to renew their license.
- 10 4. Respondent agrees not to submit any type of new license application to the
11 Board for a minimum of five (5) years.
- 12 5. This Consent Agreement is conclusive evidence of the matters described herein
13 and may be considered by the Board in determining appropriate sanctions in the event a
14 subsequent violation occurs.

15
16 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

17 Milissa Baugh Aug 5, 2024
Milissa Baugh (Aug 5, 2024 15:38 CDT)
18 Milissa A. Baugh Date

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

20 By: M. Zavala Sep 9, 2024
21 TOBI ZAVALA, Executive Director Date
22 Arizona Board of Behavioral Health Examiners

23 **ORIGINAL** of the foregoing filed Sep 9, 2024
24 with:

25 Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600

1 Phoenix, AZ 85007

2 **EXECUTED COPY** of the foregoing sent electronically Sep 9, 2024
to:

3
4 Mona Baskin
5 Assistant Attorney General
6 2005 North Central Avenue
7 Phoenix, AZ 85004

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Milissa A. Baugh
Address of Record
Respondent