

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

3 **In the Matter of:**

4 **India K. Schiltz, LAC-20240**  
5 **Licensed Associate Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2025-0069**  
**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), India K. Schiltz ("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. LAC-20240 for the practice of licensed  
15 professional counselor in the State of Arizona

16 2. From 12/22 – 09/24, Respondent was employed at Agency as a therapist where  
17 her duties were conducting telehealth sessions.

18 3. Respondent's employment records included the following in part:

19 a. A 10/30/23 certificate of completion indicating Respondent complete an  
20 AHCCCS – Health Plan Fraud training.

21 b. On 12/22/22, Respondent signed a Completion of Orientation Checklist which  
22 indicated Respondent reviewed all of the materials in her Therapist  
23 HandBook.

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1 c. Within the HandBook was a telehealth section that indicated an employee  
2 must ensure the start and end time are accurate in the Zoom sign in and sign  
3 offs, or their phone use.

4 4. On 09/12/24, the Board received a complaint against Respondent alleging that  
5 Respondent was billing for inaccurate time after an audit of her Zoom records and progress  
6 notes.

7 5. Complainant provided Board staff a spreadsheet of at least 51 instances from  
8 08/19/24 – 09/08/24 where Respondent's time documented in the progress note did not match  
9 the time from the Zoom log.

10 6. Per this spreadsheet, Respondent was entering a duration on the progress note  
11 exceeding the Zoom log time which included the following examples in part:

12 a. On 08/21/24, Respondent billed for 60 minutes but the Zoom log showed the  
13 client present for 34 minutes.

14 b. On 08/21/24, Respondent billed for 60 minutes but the Zoom log showed the  
15 client present for 0 minutes

16 c. On 08/21/24, Respondent billed for 62 minutes but the Zoom log showed the  
17 client present for 21 minutes.

18 d. On 08/23/24, Respondent billed for 60 minutes but the Zoom log showed the  
19 client present for 0 minutes.

20 e. On 08/24/24, Respondent billed for 54 minutes but the Zoom log showed the  
21 client present for 15 minutes.

22 f. On 08/26/24, Respondent billed for 53 minutes but the Zoom log showed the  
23 client present for 16 minutes.

24 g. On 08/27/24, Respondent billed for 60 minutes but the Zoom log showed the  
25 client present for 9 minutes.

- 1 h. On 08/29/24, Respondent billed for 60 minutes but the Zoom log showed the
- 2 client present for 21 minutes.
- 3 i. On 08/29/24, Respondent billed for 60 minutes for three separate sessions
- 4 but the Zoom log showed the clients present for 0 minutes for each session.

5 7. Even though some of the billing discrepancies were only a few minutes, there

6 were numerous sessions that Respondent documented over 30 minutes in excess or there was

7 in fact zero time spent with the client per the Zoom logs.

8 8. Respondent represented the following during Board staff's investigation:

- 9 a. Clinicians were expected to check their Zoom logs or phone logs and use that
- 10 information as the duration of the session.
- 11 b. Respondent admits you are only supposed to document and bill for the time
- 12 you spend with clients.
- 13 c. Respondent would sometimes just put in 60 minutes for a session without
- 14 checking the Zoom logs.
- 15 d. Failing to check the Zoom logs only occurred during Respondent's last week
- 16 of employment because she was really sick and did not have the energy to
- 17 check the exact times.
- 18 e. The Zoom logs Respondent checked showed the times she was entering and
- 19 indicated she believed Agency had a separate Zoom log they provided Board
- 20 staff.
- 21 f. Respondent does not disagree with the discrepancies Board staff reviewed
- 22 with her during the interview.
- 23 g. Respondent was unable to give a concrete reason for such discrepancies.

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1 h. Respondent can see how her conduct can be viewed as fraudulent but she  
2 was not purposely inputting inaccurate times with the intent for financially  
3 gain.

4 i. Respondent did not financially gain from her conduct.

5 9. Despite Agency only conducting an audit for the timeframe they did, based on  
6 the records it showed a pattern for Respondent implying that Respondent had been engaging in  
7 inaccurate billing for an extended period of time.

8 10. Respondent attempted to represent she was only careless for her last week  
9 when in fact this had been occurring for several weeks according to the audit.

10 **CONCLUSIONS OF LAW**

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

14 2. The conduct and circumstances described in the Findings of Fact constitute a  
15 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of  
16 behavioral health services provided to a client.

17 **ORDER**

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

20 1. Respondent's license, LAC-20240, will be placed on probation for 12 months,  
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under their license, LAC-20240, unless they are  
23 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they

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1 shall immediately notify the Board in writing and shall not practice under their license until they  
2 submit a written request to the Board to re-commence compliance with this Consent  
3 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

8 **Continuing Education**

9 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
10 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
11 hours of continuing education in current Arizona documentation standards. All required  
12 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
13 Respondent shall submit a certificate of completion of the required continuing education.

14 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
16 hours of continuing education in behavioral health ethics. All required continuing education shall  
17 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
18 certificate of completion of the required continuing education.

19 **Early Release**

20 7. After completion of the stipulations set forth in this Consent Agreement,  
21 Respondent may request early release from the Consent Agreement.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

6 **Civil Penalty**

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

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

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

23 12. The Board reserves the right to take further disciplinary action against  
24 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

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1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

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

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

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

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

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

18           18. Prior to the release of Respondent from probation, Respondent must submit a  
19 written request to the Board for release from the terms of this Consent Agreement at least 30  
20 days prior to the date they would like to have this matter appear before the Board. Respondent  
21 may appear before the Board, either in person or telephonically. Respondent must provide  
22 evidence that they have successfully satisfied all terms and conditions in this Consent  
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated

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1 that they have addressed the issues contained in this Consent Agreement. In the event that the  
2 Board determines that any or all terms and conditions of this Consent Agreement have not been  
3 met, the Board may conduct such further proceedings as it determines are appropriate to  
4 address those matters.

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

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


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

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

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

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India Schiltz (Dec 11, 2024 13:47 MST) 12/11/2024  
15 India K. Schiltz Date

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

17 By:  01/13/2025  
18 TOBI ZAVALA, Executive Director Date  
19 Arizona Board of Behavioral Health Examiners

20 **ORIGINAL** of the foregoing filed 01/13/2025  
21 with:

22 Arizona Board of Behavioral Health Examiners  
23 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

24 **EXECUTED COPY** of the foregoing sent electronically 01/13/2025  
25 to:

1 Mona Baskin  
2 Assistant Attorney General  
3 2005 North Central Avenue  
4 Phoenix, AZ 85004

5 India K. Schiltz  
6 Address of Record  
7 Respondent

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