

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

2 **In the Matter of:**

3 **Heather M. Reimann, LMFT-0416,**  
4 **Licensed Marriage and Family Therapist,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2015-0054**

**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated January 20, 2017. After consideration,  
9 the Board voted to release Respondent from the terms and conditions of the Consent  
10 Agreement and Order dated January 20, 2017.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement  
14 and Order dated January 20, 2017.

15 Dated this 18<sup>th</sup> day of September, 2017.

16  
17 By: 

18 **TOBI ZAVALA, Executive Director**  
**Arizona Board of Behavioral Health Examiners**

19 **ORIGINAL** of the foregoing filed  
20 This 18<sup>th</sup> day of September, 2017, with:

21 Arizona Board of Behavioral Health Examiners  
22 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

23 **COPY** of the foregoing mailed via  
24 Certified mail no. 707145000086887745  
This 18<sup>th</sup> day of September, 2017, to:

25 Heather M. Reimann  
Address of Record  
Respondent

1 **COPY** of the foregoing mailed via Mail  
2 This 18<sup>th</sup> day of September, 2017 to:

3 Charles S. Hover, III  
4 Renaud Cook Drury Mesaros, PA  
5 One Central Ave, Ste 900  
6 Phoenix, AZ 85004  
7 Attorney for Respondent  
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2                                   **OF BEHAVIORAL HEALTH EXAMINERS**

3 **In the Matter of:**

4 **Heather M. Reimann, LMFT-0416,**  
5 **Licensed Marriage and Family Therapist,**  
6 **In the State of Arizona.**

7                                   **RESPONDENT**

**CASE NO. 2015-0054**  
                                  **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), Heather M. Reimann ("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 and may be used for purposes of determining  
7 sanctions in any future disciplinary matter.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

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

21          9.     Although Respondent does not agree that all the Findings of Fact set forth in this  
22 Consent Agreement are supported by the evidence, Respondent acknowledges that it is  
23 the Board's position that, if this matter proceeded to formal hearing, the Board could establish  
24 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted  
25 unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent

1 Agreement as an economical and practical means of resolving the issues associated with the  
2 complaint(s) filed against Respondent. Further, Respondent acknowledges that the Board may  
3 use the evidence in its possession relating to this Consent Agreement for purposes of  
4 determining sanctions in any further disciplinary matter.

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

8 The Board issues the following Findings of Fact, Conclusions of Law and Order:

9 **FINDINGS OF FACT**

10 1. Respondent is the holder of License No. LMFT-0416 for the practice of marriage  
11 and family therapy in Arizona.

12 2. From 06/13 – 05/14, Respondent provided counseling services to twin boys  
13 (“Son 1” and “Son 2”), (“Sons”) and their father (“Father”).

14 3. The purpose of Respondent’s involvement was to provide grief counseling to  
15 Sons regarding the loss of their mother, and to build a relationship between Father and Sons  
16 whose relationship had been estranged for 7 years.

17 4. In 03/14, following several months of counseling, Respondent began having  
18 discussions with Sons regarding the termination of services.

19 5. In 05/14, upon the mutual agreement of Father and Sons, Respondent  
20 terminated her counseling services.

21 6. Immediately after, Respondent engaged in a series of highly personal  
22 interactions with Sons, who were then 18-years-old.

23 7. Respondent’s post-therapeutic interactions included the following:

24 a. In 05/14, two weeks following the termination of services, Respondent  
25 and her husband (“Husband”) attended Sons’ graduation.

1 b. In 07/14, upon Respondent's invitation, Sons stayed with Respondent  
2 and Husband at their family cabin for the weekend.

3 c. In 08/14, Sons brought their dog to Respondent's house so she could  
4 dog-sit.

5 d. While at Respondent's house, Son 1 rode Respondent's scooter around  
6 the neighborhood.

7 e. In 09/14, Respondent drove Son 2 from Tucson to NAU's campus to  
8 deliver a bike to Son 1.

9 f. While in Flagstaff, Respondent took Sons to visit the Grand Canyon.

10 8. Respondent made no effort to contact Father to discuss her intentions or seek  
11 his approval in any of her post-therapeutic activities with Sons.

12 9. In 10/14, Father called Respondent and questioned the nature of Respondent's  
13 relationship with Sons and shared that the relationship was inappropriate and detrimental to  
14 Sons.

15 10. At Father's request, Respondent terminated her post-therapeutic relationship  
16 with Sons.

#### 17 CONCLUSIONS OF LAW

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

21 2. The conduct and circumstances described in the Findings of Fact constitute a  
22 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized  
23 standards of ethics in the behavioral health profession, as it relates to the 2012 AAMFT Code of  
24 Ethics, Principle I: Responsibility to Clients:

25 ...

1                    **1.3 Multiple Relationships:**

2                    Marriage and family therapists are aware of their influential positions with respect  
3                    to clients, and they avoid exploiting the trust and dependency of such persons.  
4                    Therapists, therefore, make every effort to avoid conditions and multiple  
5                    relationships with clients that could impair professional judgment or increase the  
6                    risk of exploitation. Such relationships include, but are not limited to, business or  
7                    close personal relationships with a client or the client's immediate family. When  
8                    the risk of impairment or exploitation exists due to conditions or multiple roles,  
9                    therapists document the appropriate precautions taken.

10                    **ORDER**

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

13                    1.            Respondent's license, LMFT-0416, will be placed on probation, effective from the  
14                    date of entry as signed below.

15                    2.            Respondent shall not practice under their license, LMFT-0416, unless they are  
16                    fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
17                    Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
18                    shall immediately notify the Board in writing and shall not practice under their license until they  
19                    submit a written request to the Board to re-commence compliance with this Consent  
20                    Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

25                    ...

1 **Continuing Education**

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

7 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
8 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
9 three semester credit hour graduate level behavioral health ethics course from a regionally  
10 accredited college or university, pre-approved by the Board Chair or designee. Upon  
11 completion, Respondent shall submit to the Board an official transcript establishing completion  
12 of the required course.

13 **Early Release**

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

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 7. Respondent shall not provide clinical supervision while subject to this Consent  
20 Agreement.

21 **Civil Penalty**

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

24 9. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
25 remains compliant with the terms of this Consent Agreement. If Board staff determines that



1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
3 be automatically lifted and payment of the civil penalty shall be made by certified check or  
4 money order payable to the Board within 30 days after being notified in writing of the lifting of  
5 the stay.

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

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

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

22 13. Within 10 days of the effective date of this Order, if Respondent is working in a  
23 position where Respondent provides any type of behavioral health related services or works in a  
24 setting where any type of behavioral health, health care, or social services are provided,  
25 Respondent shall provide the Board Chair or designee with a signed statement from

1 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
3 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
4 copy of the Consent Agreement.

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

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

1 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
3 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

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

1 PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

2 Heather M. Reimann  
3 Heather M. Reimann

1-19-17  
Date

4 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

5 Dated this 20<sup>th</sup> day of January, 2017.

6 By:

Tobi Zavala  
7 TOBI ZAVALA, Executive Director  
8 Arizona Board of Behavioral Health Examiners  
9

10 ORIGINAL of the foregoing filed

11 This 20<sup>th</sup> day of January, 2017 with:

12 Arizona Board of Behavioral Health Examiners  
13 3443 N. Central Ave., Suite 1700  
14 Phoenix, AZ 85012

15 COPY of the foregoing mailed via Interagency Mail

16 This 20<sup>th</sup> day of January, 2017, to:

17 Marc Harris  
18 Assistant Attorney General  
19 1275 West Washington  
20 Phoenix, Arizona 85007

21 COPY of the foregoing mailed via

22 Certified mail no. 70141200000066339196

23 This 20<sup>th</sup> day of January, 2017, to:

24 Heather M. Reimann  
25 Address of Record  
Respondent

COPY of the foregoing mailed via Mail

This 20<sup>th</sup> day of January, 2017 to:

23 Charles S. Hover, III  
24 Renaud Cook Drury Mesaros, PA  
25 One North Central Ave, #900  
Phoenix, AZ 85004  
Attorney for Respondent