

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. The Board therefore retains jurisdiction over Respondent and may initiate
22 disciplinary action against Respondent if it determines that they have failed to comply with the
23 terms of this Consent Agreement or of the practice act.

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

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1 FINDINGS OF FACT

2 1. Respondent is the holder of License No. LPC-1814 for the practice of counseling
3 in Arizona.

4 2. Respondent and her husband are the owners of a behavioral health agency
5 ("Agency").

6 3. In addition to being an owner, Respondent is the administrative director, whose
7 responsibilities include maintaining contracts, developing policies and procedures, supervising
8 staff, and implementing billing services.

9 4. Respondent's daughter is employed by Respondent as an administrative
10 assistant ("Administrator").

11 5. Respondent's sister is employed by Respondent as a billing specialist ("Billing
12 Specialist").

13 6. In 05/16, the Board received a complaint alleging that Respondent and
14 Administrator instructed an Agency employee ("Employee") to assist in changing dates of
15 services to allow Agency to bill for a client's ("Client 1") services who had recently lost insurance
16 coverage.

17 7. In a 12/08/15 email from Administrator to Employee, Administrator wrote:
18 "[Employee]- can you tell me which dates you would like to use in November to move them back
19 to so we can bill them and would you please change your case notes to match?-[Administrator]."

20 8. In addition to Administrator's email, Respondent also sent Employee a 12/08/15
21 email as follows: "I need all December dates, service, and hours for [Client 1] and we will need
22 to move these back to November to try and recoup. let me know dates in November that would
23 work and I will review and revise case note dates only. Please send me tonight as I am billing
24 him tomorrow. thanks., [Respondent]"

25 9. During her investigative interview with Board staff, Respondent indicated that,

1 after she instructed Employee to alter the dates of service on her notes, she soon after informed
2 her billing administrators that she was just upset and that they should forget about her
3 instructions about altering case notes.

4 10. Despite Respondent's purported instructions to her administrators, a second and
5 similar instance occurred again with another one of Employee's clients ("Client 2").

6 11. On 02/02/16, the following email exchange took place between Billing Specialist
7 and Employee:

8 a. Billing Specialist to Employee:

- 9 • Client 2 dropped off Cenpatico and her last day of eligibility was 01/14/16.
10 • Billing Specialist had to change Employee's case notes for 01/19/16 and
11 01/29/16 to eligible dates in order to be able to bill the time.
12 • She will need to be discharged because Agency is not contracted with
13 Mercy Maricopa Integrated Care and will not accept any more single case
14 agreements.

15 b. Employee to Billing specialist:

- 16 • "I do have one question regarding the case notes. Are we able to change
17 dates on case notes for billing purposes?"

18 c. Billing Specialist to Employee:

- 19 • "or lose the time"

20 12. When questioned about this matter by Board staff, Respondent indicated that
21 Billing Specialist took it upon herself to email Employee and ask for dates to alter case notes.

22 13. Although Respondent maintains that ultimately, no case notes were altered, her
23 representation appears contracted by the following:

24 a. During an investigative interview with Board staff, Respondent's husband,
25 who is Agency's clinical director and co-owner, indicated:

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- When asked if he was aware that case notes were being altered, he indicated, "Um, yes. I was aware of it from our administrators but didn't deal with that issue."
- The only thing he was aware of was that there had been some documentation altering.

b. During an investigative interview with Board staff, Employee indicated:

- Employee became concerned and began going back over her prior case notes.
- Employee noticed that in many cases, dates and locations referenced in her notes had been altered from their original forms.

c. Also, as seen in a 02/02/16 email from Billing Specialist to Employee, Billing Specialist wrote that she had to change Employee's case notes for 01/19/16 and 01/29/16 to eligible dates in order to be able to bill the time.

14. In another instance of unethical billing practices, around 04/16, an Agency administrator sent a memo to all staff indicating, "As a note, you CANNOT bill case management to probation clients. If you spent time with a probation officer or on another case management type services you need to wrap that time into the next case note that is done."

15. It appears highly inappropriate that an Agency administrator provided instruction to their staff to incorporate time spent on case management services into the next billable service note, while fully knowing that case management services could not be billed.

16. During the course of the Board's investigation, Board staff issued a subpoena for Client 1's entire clinical record.

17. Based on the clinical records received, Client 1 received behavioral health services from Agency for approximately 1 year on a weekly basis.

18. As a supplement to Client 1's clinical records, Respondent included a letter to the

1 Board which indicated:

- 2 a. A claims search for Client 1 produced only three claims that went through for
3 payment.
4 b. There was no information that any other claims were billed, denied, or paid.
5 c. April – November were either not billed or never processed or paid.

6 19. When questioned by Board staff about this issue, Respondent indicated:

- 7 a. When Respondent was putting together Client 1's billing records, she
8 discovered that only three sessions were billed.
9 b. Respondent does not know what happened with the other sessions.

10 20. It appears highly concerning that Agency is unable to produce financial and
11 billing records that correspond with the dates of services for their behavioral health client.

12 CONCLUSIONS OF LAW

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

16 2. The conduct and circumstances described in the Findings of Fact constitute a
17 violation of A.R.S. § 32-3251(16)(l), any conduct, practice or condition that impairs the ability of
18 the licensee to safely and competently practice the licensee's profession.

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

22 ORDER

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

- 25 1. As of the effective date of the Consent Agreement, Respondent shall not practice

1 under their license.

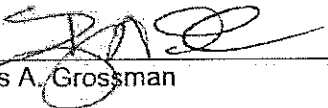
2 2. Respondent's license, LPC-1814 shall by rule, expire on 08/31/17.

3 3. Respondent agrees not to renew their license.

4 4. Respondent agrees not to submit any type of new license application to the
5 Board for a minimum of five (5) years.

6 5. This Consent Agreement is conclusive evidence of the matters described herein
7 and may be considered by the Board in determining appropriate sanctions in the event a
8 subsequent violation occurs.

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

11 
12 Phyllis A. Grossman

08-07-2017
Date

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

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15 Dated this 14th day of August, 2017.

16
17 By: 
18 TOBI ZAVALA, Executive Director
19 Arizona Board of Behavioral Health Examiners

20
21 **ORIGINAL** of the foregoing filed
This 14th day of August, 2017 with:

22 Arizona Board of Behavioral Health Examiners
23 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

24 **COPY** of the foregoing mailed via Interagency Mail
25 This 14th day of August, 2017, to:

1 Marc Harris
Assistant Attorney General
2 1275 West Washington
Phoenix, Arizona 85007

3 **COPY** of the foregoing mailed via
4 Certified mail no. 7016214000018041157
This 14th day of August, 2017, to:

5 Phyllis A. Grossman
6 Address of Record
Respondent

7 **COPY** of the foregoing mailed via Mail
8 This 14th day of August, 2017, to:

9 Rick K. Carter
Wong & Carter, P.C.
10 3003 N. Central Ave, # 1000
Phoenix, AZ 85012
11 Attorney for Respondent

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