

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 the
23 Board's position that, if this matter proceeded to a 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 filed against Respondent. Further, Respondent acknowledges that the Board may use
3 the evidence in its possession relating to this Consent Agreement for purposes of determining
4 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. LPC-14423 for the practice of
11 counseling in Arizona.

12 **Case No. 2017-0002**

13 2. From approximately 02/16 – 08/16, Respondent provided behavioral health
14 services to a minor child ("Child").

15 3. During the course of treatment, Respondent was made aware that Child's mother
16 ("Mother") and father ("Father") were involved in a custody dispute and that Father lived in
17 Kansas.

18 4. Respondent acknowledges having limited experience working with family court
19 cases and that she typically does not accept those types of cases.

20 5. On 03/10/16, without ever having met Father, Respondent wrote a letter to the
21 court that indicated:

22 a. "It is my professional opinion that [Child] is being irreparably harmed by the
23 relationship she has with [Father] and his family."

24 ...

25 ...

- 1 b. Child showed signs of manipulation and fear for the outcome of her
2 relationship with Respondent, which is a sign of serious emotional abuse by
3 Father.
- 4 c. Hunting is the only interaction Child will discuss in detail with Respondent that
5 involves Father.
- 6 d. Child enjoys killing the animals and eating them and laughed while discussing
7 it.
- 8 e. This is concerning behavior for a child of her age and indicates potential
9 sociopathic tendencies.
- 10 f. "I recently became aware that the time spent with [Father] will likely continue
11 to be more enmeshed and inappropriate where they sleep in the same room
12 and she is exposed to ever changing Craig's-list-roommates while visiting."

13 6. Respondent also acknowledges providing testimony in court and making
14 recommendations surrounding Father's supervised visitation time, as well as recommendations
15 regarding psychological evaluations.

16 7. In review of the clinical record, there was no information to suggest that the court
17 requested any information or recommendations from Respondent.

18 8. In 04/16, Father sent Respondent a letter requesting all medical records for
19 Child.

20 9. In response, and with knowledge that Father lived in Kansas, Respondent sent
21 Father an email indicating, per HIPAA laws, Father must pick up Child's records in person.

22 10. On at least 3 other occasions, Father sent Respondent written requests for
23 Child's records, to which Respondent failed to provide.

24 11. Respondent represents that she documented the date in which she printed and
25 mailed Child's records to Father, but did not confirm their receipt.

Case No. 2017-0067

12. From approximately 09/17 – 02/16, Respondent provided behavioral health services to a minor child (“Daughter”).

13. Daughter’s mother (“Mother”) had full custody of Daughter while Mother’s partner (“Partner”) was awarded in loco parentis.

14. During the course of Daughter’s treatment, Respondent created 2 clinical files, one for Daughter and another for Partner.

15. Despite having a separate clinical record for Partner, Respondent maintains that Partner was not her client; that she was a collateral participant in Daughter’s treatment.

16. In review of Partner’s clinical record, Respondent documented a diagnosis for Partner as well as the CPT code for individual psychotherapy.

17. Throughout Partner’s progress notes, Respondent routinely referred to Partner as “client.”

18. Over an 8-month period of time during her services, Respondent maintained identical progress notes for Partner.

19. During that 8-month period of time, the content of the progress notes offered no information to suggest what the nature of Partner’s sessions was.

20. Other issues regarding Respondent’s documentation included the following:

- a. Respondent’s treatment plan fails to include various required elements.
- b. Respondent failed to document in the clinical record that she provided testimony regarding her treatment of Daughter.
- c. Respondent acknowledges that she did not initially provide Mother with Daughter’s entire clinical record when it was requested.

1 **CONCLUSIONS OF LAW**

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

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

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

11 4. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession
13 promptly available to the client, a minor client's parent, the client's legal guardian or the client's
14 authorized representative on receipt of proper authorization to do so from the client, a minor
15 client's parent, the client's legal guardian or the client's authorized representative.

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

19 **ORDER**

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

22 1. Respondent's license, LPC-14423, will be placed on probation for 24 months,
23 effective from the date of entry as signed below.

24 2. Respondent shall not practice under their license, LPC-14423, unless they are
25 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,

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

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

9 Continuing Education

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

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

20 Clinical Supervision

21 6. While on probation, Respondent shall submit to clinical supervision for 24 months
22 by a masters or higher level behavioral health professional licensed at the independent level.
23 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
24 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the

25 ...

1 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
2 relationship to Respondent. In that letter, the clinical supervisor must address why they should
3 be approved, acknowledge that they have reviewed the Consent Agreement and include the
4 results of an initial assessment and a supervision plan regarding the proposed supervision of
5 Respondent. The letter from the supervisor shall be submitted to the Board.

6 **Focus and Frequency of Clinical Supervision**

7 7. The focus of the supervision shall relate to professional boundaries, high conflict
8 cases, ethics, and documentation standards. Respondent shall meet individually in person with
9 the clinical supervisor for a minimum of once, monthly.

10 **Change of Clinical Supervisor During Probation**

11 8. If, during the period of Respondent's probation, the clinical supervisor determines
12 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
13 the end of supervision and provide the Board with an interim final report. Respondent shall
14 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
15 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
16 proposed clinical supervisor shall provide the same documentation to the Board as was required
17 of the initial clinical supervisor.

18 **GENERAL PROVISIONS**

19 **Provision of Clinical Supervision**

20 9. Respondent shall not provide clinical supervision while subject to this Consent
21 Agreement.

22 **Civil Penalty**

23 10. Subject to the provisions set forth in paragraph 11, the Board imposes a civil
24 penalty against the Respondent in the amount of \$1,000.00.

25 ...

1 11. 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 12. 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 13. 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 14. 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 15 through 17 below.

24 15. 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 16. 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 17. 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 18. 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 19. 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 20. Respondent shall bear all costs relating to probation terms required in this
21 Consent Agreement.

22 21. 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 22. This Consent Agreement shall be effective on the date of entry below.

25 ...

1 **COPY** of the foregoing mailed via Mail
2 This 8th day of September, 2017 to:

3 Faren R. Akins
4 Akins Law Firm
5 7702 E. Doubletree Ranch Rd. Suite 300
6 Scottsdale, AZ 85258
7 Attorney for Respondent

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