

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

2 **In the Matter of:**

3 **Kathleen L. Baker, LISAC-10663,**  
4 **Licensed Independent Substance Abuse**  
5 **Counselor,**  
6 **In the State of Arizona.**

**CASE NO. 2017-0038**

**RELEASE FROM**  
**CONSENT AGREEMENT AND ORDER**

**RESPONDENT**

7  
8 The Board received a request from Respondent to release them from the terms and  
9 conditions of the Consent Agreement and Order dated January 3, 2017. After consideration, the  
10 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
11 and Order dated January 3, 2017.


12 **ORDER**

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

14 Respondent is hereby released from all terms and conditions of the Consent Agreement  
15 and Order dated January 3, 2017.

16 Dated this 12 day of February, 2019.

17 By:

  
18 TOBÍ ZAVALA, Executive Director  
19 Arizona Board of Behavioral Health Examiners

20 **ORIGINAL** of the foregoing filed

This 12 day of February, 2019, with:

21 Arizona Board of Behavioral Health Examiners  
22 1740 W. Adams St., Suite 3600  
23 Phoenix, AZ 85007

24 **COPY** of the foregoing mailed via

Certified mail no. 9489009000276047001150

This 12 day of February, 2019, to:

25 Kathleen L. Baker  
Address of Record  
Respondent

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In the Matter of:

**Kathleen L. Baker, LISAC-10663,  
Licensed Independent Substance Abuse  
Counselor,  
In the State of Arizona.**

**CASE NO. 2017-0038  
CONSENT AGREEMENT**

**RESPONDENT**

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Kathleen L. Baker ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

**RECITALS**

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
3. Respondent has the right to consult with an attorney prior to entering into this

1 Consent Agreement.

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

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement  
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining  
8 sanctions in any 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 understands that once the Board approves and signs this Consent  
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

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

1 FINDINGS OF FACT

2 1. Respondent is the holder of License No. LISAC-10663 for the practice of  
3 substance abuse counseling in Arizona.

4 2. From 02/14 - 04/16, Respondent provided clinical supervision as a contracted  
5 supervisor to an applicant for licensure ("Applicant").

6 3. In 06/16, as part of Applicant's licensure application review, the Board requested  
7 a copy of the clinical supervision contract between Applicant's employer and Respondent.

8 4. Respondent submitted a copy of a contract with signatures dated 02/01/14,  
9 however the contract made references to a Board rule that did not exist until 11/01/15.

10 5. The Board subpoenaed all documents from Respondent regarding her clinical  
11 supervision of Applicant.

12 6. In response to the subpoena, Respondent submitted a different contract  
13 containing no signatures, and then subsequently submitted an additional version containing  
14 signatures.

15 7. Board staff requested clarification regarding the multiple versions of the contract  
16 and Respondent indicated:

17 a. Respondent and Applicant thought that the contract needed to be  
18 updated to reflect compliance with current Board rule.

19 b. Rather than signing with the actual signature date, Respondent and  
20 Applicant backdated the revised contract to indicate it was signed on  
21 02/01/14.

22 8. Respondent's conduct appears concerning where:

23 a. As a clinical supervisor, Respondent is ethically and legally responsible to  
24 provide accurate information to the Board regarding her supervision  
25 documentation.

- 1           b.    Respondent knowingly participated in the creation of a retroactively  
2    modified and backdated supervision contract.
- 3           c.    Respondent backdated her signature on the retroactively created contract  
4    without indicating that the contract had been revised from its original form.

CONCLUSIONS OF LAW

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

9           2.    The conduct and circumstances described in the Findings of Fact constitute a  
10           violation of A.R.S. § 32-3251(16)(c)(i), any oral or written misrepresentation of a fact by an  
11           applicant or licensee to secure or attempt to secure the issuance or renewal of a license.

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

ORDER

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

18           1.    Respondent's license, LISAC-10663, will be placed on probation for 24 months,  
19           effective from the date of entry as signed below.

20           2.    Respondent shall not practice under their license, LISAC-10663, unless they are  
21           fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
22           Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
23           shall immediately notify the Board in writing and shall not practice under their license until they  
24           submit a written request to the Board to re-commence compliance with this Consent  
25           Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

5                           **Continuing Education**

6           4.     In addition to the continuing education requirements of A.R.S. § 32-3273, within  
7 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock  
8 hours of continuing education addressing clinical supervision that meet the requirements in  
9 A.A.C. R4-6-214(A). All required continuing education shall be pre-approved by the Board Chair  
10 or designee. Upon completion, Respondent shall submit a certificate of completion of the  
11 required continuing education. The 12 clock hours submitted to meet this requirement may not  
12 be utilized to demonstrate compliance with the Clinical Supervisor Educational Requirements  
13 pursuant to A.A.C. R4-6-214(B) and/or (C).

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 take and pass a  
16 three semester credit hour graduate level behavioral health ethics course from an accredited  
17 college or university, pre-approved by the Board Chair or designee. Upon completion,  
18 Respondent shall submit to the Board an official transcript establishing completion of the  
19 required course.

20                           **GENERAL PROVISIONS**

21                                   **Provision of Clinical Supervision**

22           6.     Respondent shall not provide clinical supervision for 24 months while subject to  
23 this Consent Agreement.

24                                   **Civil Penalty**

25           7.     Subject to the provisions set forth in paragraph 8, the Board imposes a civil

1 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

21 11. If Respondent currently sees clients in their own private practice, and obtains any  
22 other type of behavioral health position, either as an employee or independent contractor, where  
23 they provide behavioral health services to clients of another individual or agency, they shall  
24 comply with requirements set forth in paragraphs 12 through 14 below.

25 12. Within 10 days of the effective date of this Order, if Respondent is working in a

1 position where Respondent provides any type of behavioral health related services or works in a  
2 setting where any type of behavioral health, health care, or social services are provided,  
3 Respondent shall provide the Board Chair or designee with a signed statement from  
4 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
5 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
6 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
7 copy of the Consent Agreement.

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

18       14. If, during the period of Respondent's probation, Respondent changes  
19 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
20 extended leave of absence for whatever reason that may impact their ability to timely comply  
21 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
22 the Board of their change of employment status. After the change and within 10 days of  
23 accepting employment in a position where Respondent provides any type of behavioral health  
24 related services or in a setting where any type of behavioral health, health care, or social  
25 services are provided, Respondent shall provide the Board Chair or designee a written



1 statement providing the contact information of their new employer(s) and a signed statement  
2 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
3 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
4 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
5 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
6 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

21 17. Respondent shall bear all costs relating to probation terms required in this  
22 Consent Agreement.

23 18. Respondent shall be responsible for ensuring that all documentation required in  
24 this Consent Agreement is provided to the Board in a timely manner.

25 19. This Consent Agreement shall be effective on the date of entry below.

1           20. This Consent Agreement is conclusive evidence of the matters described herein  
2 and may be considered by the Board in determining appropriate sanctions in the event a  
3 subsequent violation occurs.

4  
5           **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

6 Kathleen L. Baker  
7 Kathleen L. Baker

12/29/2016  
Date

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

9           Dated this 3rd day of January, 2017.

10  
11 By:

Tobi Zavala  
12 TOBI ZAVALA, Executive Director  
13 Arizona Board of Behavioral Health Examiners

14           **ORIGINAL** of the foregoing filed  
15 This 3rd day of January, 2017 with:

16 Arizona Board of Behavioral Health Examiners  
17 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

18           **COPY** of the foregoing mailed via Interagency Mail  
19 This 3rd day of January, 2017, to:

20 Marc Harris  
21 Assistant Attorney General  
1275 West Washington  
Phoenix, Arizona 85007

22           **COPY** of the foregoing mailed via  
23 Certified mail no. 101420000006038700  
This 3rd day of January, 2017, to:

24 Kathleen L. Baker  
25 Address of Record  
Respondent