

1    BEFORE THE ARIZONA BOARD  
2    OF BEHAVIORAL HEALTH EXAMINERS

3 In the Matter of:

4 Wen-Chi Chien, LPC-10361,  
5 Licensed Professional Counselor,  
6 In the State of Arizona.

CASE NO. 2017-0045  
7 CONSENT AGREEMENT

8    RESPONDENT

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

15    RECITALS

16    Respondent understands and agrees that:

- 17    1. Any record prepared in this matter, all investigative materials prepared or  
18 received by the Board concerning the allegations, and all related materials and exhibits may be  
19 retained in the Board's file pertaining to this matter.
- 20    2. Respondent has the right to a formal administrative hearing at which Respondent  
21 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably  
22 waives their right to such formal hearing concerning these allegations and irrevocably waives  
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent  
24 Agreement.
- 25    3. Respondent has the right to consult with an attorney prior to entering into this  
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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.     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.

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

2 FINDINGS OF FACT

3 1. Respondent is the holder of License No. LPC-10361 for the practice of  
4 counseling in Arizona.

5 2. In 2012, Respondent co-founded a behavioral health agency ("Agency").

6 3. Respondent acknowledges referring a client for a job at her husband's sign-  
7 making business, which is located at her home.

8 4. Respondent also acknowledges selling therapeutic signs at Agency, which are  
9 made at her husband's sign business.

10 5. There appears to be a clear conflict of interest of Respondent selling products  
11 made by her husband, to her behavioral health clients.

12 6. From approximately 2009 – 2010, prior to opening Agency, Respondent provided  
13 behavioral health services to a female client ("Client").

14 7. Following Client's discharge from treatment, Licensee represents that Client  
15 contacted Respondent to express interest in working for her.

16 8. From approximately 2012 – 2015, Client worked for Respondent at Agency.

17 9. During her investigative interview, Respondent indicated she does not see it as  
18 an issue to hire former clients.

19 10. As of 04/17, Respondent represents that she has made changes at Agency, in  
20 that she will no longer hire former clients and she will not sell her husband's products at Agency.

21 CONCLUSIONS OF LAW

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

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1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
2 and the period of probation shall be extended until the matter is final.

3 10. If Respondent currently sees clients in their own private practice, and obtains any  
4 other type of behavioral health position, either as an employee or independent contractor, where  
5 they provide behavioral health services to clients of another individual or agency, they shall  
6 comply with requirements set forth in paragraphs 11 through 13 below.

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

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

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1           13. 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           14. 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           15. 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  
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

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

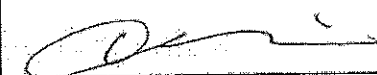
4 16. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

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

8 18. This Consent Agreement shall be effective on the date of entry below.

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


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

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14 \_\_\_\_\_  
Wen-Chi Chien

5-24-17  
\_\_\_\_\_  
Date

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

16 Dated this 31<sup>st</sup> day of May, 2017.

17  
18 By:   
19 \_\_\_\_\_  
TOBIN ZAVALA, Executive Director  
20 Arizona Board of Behavioral Health Examiners

21  
22 ORIGINAL of the foregoing filed  
23 This 31<sup>st</sup> day of May, 2017 with:

24 Arizona Board of Behavioral Health Examiners  
25 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012



1 COPY of the foregoing mailed via Interagency Mail  
This 31<sup>st</sup> day of May, 2017, to:

2 Marc Harris  
3 Assistant Attorney General  
4 1275 West Washington  
Phoenix, Arizona 85007

5 COPY of the foregoing mailed via  
6 Certified mail no. 70116214000018041058  
This 31<sup>st</sup> day of May, 2017, to:

7 Wen-Chi Chien  
8 Address of Record  
Respondent

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