

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

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

CASE NO. 2017-0045

RELEASE FROM
CONSENT AGREEMENT AND ORDER

6 RESPONDENT

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated May 31st, 2017. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated May 31st, 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 May 31st, 2017.

15 Dated this 22nd day of January, 2018.

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

20 ORIGINAL of the foregoing filed
This 22nd day of January, 2018, with:

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

24 COPY of the foregoing mailed via
Certified mail no. 9489009000270050070051
This 22nd day of January, 2018, to:

25 Wen-Chien Chien
Address of Record
Respondent

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BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

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

CASE NO. 2017-0045
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), Wen-Chi Chien ("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 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 2. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(l), any conduct, practice or condition that impairs the ability of
3 the licensee to safely and competently practice the licensee's profession.

4 ORDER

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

7 1. Respondent's license, LPC-10361, will be placed on probation, effective from the
8 date of entry as signed below.

9 2. Respondent shall not practice under their license, LPC-10361, unless they are
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
12 shall immediately notify the Board in writing and shall not practice under their license until they
13 submit a written request to the Board to re-commence compliance with this Consent
14 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

19 Continuing Education

20 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
21 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
22 three semester credit hour graduate level behavioral health ethics course from a regionally
23 accredited college or university, pre-approved by the Board Chair or designee. Upon
24 completion, Respondent shall submit to the Board an official transcript establishing completion
25 of the required course.

1 GENERAL PROVISIONS

2 Provision of Clinical Supervision

3 5. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 Civil Penalty

6 6. Subject to the provisions set forth in paragraph 7, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

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

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

22 9. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
25 ...

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.

25 ...

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.

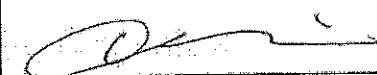
4 16. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

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**


13 
14 _____
Wen-Chi Chien

5-24-17

Date

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

16 Dated this 31st day of May, 2017.

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

21
22 ORIGINAL of the foregoing filed
23 This 31st 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 31st 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
Certified mail no. 70116214000018041058
6 This 31st day of May, 2017, to:

7 Wen-Chi Chien
8 Address of Record
Respondent

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