

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

2 **In the Matter of:**

3 **Kathryn Tiffany, LPC-19612,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0064


**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated July 19th, 2021. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated July 19th, 2021.

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 July 19th, 2021.

15 By: 
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Oct 17, 2022

Date

17
18 **ORIGINAL** of the foregoing filed Oct 17, 2022
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Oct 17, 2022
24 to:

25 Kathryn Tiffany
Address of Record
Respondent

Flynn P. Carey
Mitchell Stein Carey Chapman, PC 2600
N Central Avenue, Suite 1000

1 Phoenix, AZ 85004
2 Attorney for Respondent

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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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

3 8. Respondent understands that once the Board approves and signs this Consent
4 Agreement, it is a public record that may be publicly disseminated as a formal action of the
5 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-19612 for the practice of
15 counseling in the state of Arizona.

16 2. Between 07/20 – 11/20, Respondent facilitated nontherapeutic divorce and
17 trauma support groups.

18 3. Four (4) clients (A.M., N.S., K.G. and T.G.) attended these support groups
19 facilitated by Respondent, either while they were Respondent's clients, before they were
20 Respondent's clients or after they were Respondent's clients

21 4. In 11/20, Respondent and T.G. executed an Informed Consent for Role Change
22 Form which indicated the following:

- 23 a. Respondent facilitated a divorce group.
- 24 b. T.G. has now indicated she wishes to take individual sessions.

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1 c. The first consequence of the role change is that if T.G. wishes to receive
2 individual behavioral health services, she may no longer participate in the
3 support group because this "could potentially create an inappropriate dual
4 relationship."

5 5. Although Respondent documented T.G.'s role change:

6 a. Respondent did not complete a role change form for A.M. and N.S. at the
7 time of the role change.

8 b. Respondent did not complete a role change form for K.G. who was
9 concurrently Respondent's client while attending the support group.

10 6. After receiving the Board complaint, Respondent took the remedial measure of
11 preparing a role change form for K.G., who was still an active client of Respondent.

12 7. Additionally, between 2017 – 2021, Respondent provided services at a
13 behavioral health agency ("Agency").

14 8. In 02/20, Respondent opened her private practice ("Private Practice") while
15 continuing to work at Agency.

16 9. In 11/20, K.G. transitioned from being Respondent's client at Agency, to being
17 Respondent's client at Private Practice.

18 10. Respondent represented that she maintained a partial duplicate copy of Agency
19 records as part of K.G.'s file for the purpose of continuity of care.

20 11. Respondent represented the following to Board staff during an investigative
21 interview:

22 a. The practice at Agency was for Respondent to write electronic progress notes
23 for clients on her personal computer, then send them to her supervisor
24 ("Agency Supervisor") to sign.

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- 1 b. Because Respondent already had the progress notes in her possession, she
2 would just put it in her own file on her computer for the client.
3 c. Respondent acknowledges it was not her responsibility to maintain her own
4 file for clients.
5 d. Respondent still has all of the files for her Agency clients.

6 12. Agency Supervisor represented the following to Board staff:

- 7 a. Agency Supervisor expected that Respondent would have deleted these
8 notes from her personal computer after sending them
9 b. Agency Supervisor does not recall whether there was any written policy on
10 retention of client records on Respondent's personal computer.

11 13. Respondent represented the following in a supplemental email response to

12 Board staff:

- 13 a. Respondent maintains the files of her Agency clients on her business laptop.
14 b. The laptop is security-enabled and encrypted.
15 c. There are 237 Agency client files on the laptop, consisting of all the Agency
16 clients Respondent has ever treated.
17 d. When Respondent opened Private Practice, she was still treating 32 clients at
18 Agency.
19 e. Respondent needed the clinical files for those clients to provide therapeutic
20 care to those clients.
21 f. Respondent believed she was under an obligation to maintain Agency files
22 for seven (7) years for client confidentiality reasons.

23 14. Rather than using Agency's complete and authorized files, Respondent
24 maintained incomplete duplicate files despite having no statutory obligation to do so.

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1 services. Counselors take reasonable steps to ensure that documentation
2 accurately reflects client progress and services provided. If amendments are
3 made to records and documentation, counselors take steps to properly note the
4 amendments according to agency or institutional policies.

5 **ORDER**

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

8 1. Respondent's license, LPC-19612, will be placed on probation for 24 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LPC-19612, unless they are
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education addressing behavioral health group ethics. All required continuing
24 education shall be pre-approved by the Board Chair or designee. Upon completion,
25 Respondent shall submit a certificate of completion of the required continuing education.

1 shall meet individually in person with the supervisor for a minimum of one hour twice a month
2 for the first 6 months if working fulltime, and after that at the recommendation of the clinical
3 supervisor, but not less than one hour once a month if working fulltime.

4 Reports

5 9. Once approved, the supervisor shall submit quarterly reports for review and
6 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
7 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
8 more frequent supervision is needed. Quarterly reports shall include the following:

- 9 a. Dates of each clinical supervision session.
- 10 b. A comprehensive description of issues discussed during supervision
11 sessions.

12 10. All quarterly supervision reports shall include a copy of clinical supervision
13 documentation maintained for that quarter. All clinical supervision documentation maintained by
14 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

15 11. After Respondent's probationary period, the supervisor shall submit a final
16 summary report for review and approval by the Board Chair or designee. The final report shall
17 also contain a recommendation as to whether the Respondent should be released from this
18 Consent Agreement.

19 Change of Clinical Supervisor During Probation

20 12. If, during the period of Respondent's probation, the clinical supervisor determines
21 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
22 the end of supervision and provide the Board with an interim final report. Respondent shall
23 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
24 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The

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1 proposed clinical supervisor shall provide the same documentation to the Board as was required
2 of the initial clinical supervisor.

3 **Early Release**

4 13. After completion of the stipulations set forth in this consent agreement and upon
5 the supervisor's recommendation, Respondent may request early release from the Consent
6 Agreement after 12 months.

7 **GENERAL PROVISIONS**

8 **Provision of Clinical Supervision**

9 14. Respondent shall not provide clinical supervision while subject to this Consent
10 Agreement.

11 **Civil Penalty**

12 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil
13 penalty against the Respondent in the amount of \$1,000.00.

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

21 17. Within 10 days of being notified of the lifting of the stay, Respondent may request
22 that the matter be reviewed by the Board for the limited purpose of determining whether the
23 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
24 receives the written request within 10 days or less of the next regularly scheduled Board
25 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

8 19. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 20 through 22 below.

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

20 21. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of their new employer and a signed statement from
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board
3 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

5 22. If, during the period of Respondent's probation, Respondent changes
6 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
7 extended leave of absence for whatever reason that may impact their ability to timely comply
8 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
9 the Board of their change of employment status. After the change and within 10 days of
10 accepting employment in a position where Respondent provides any type of behavioral health
11 related services or in a setting where any type of behavioral health, health care, or social
12 services are provided, Respondent shall provide the Board Chair or designee a written
13 statement providing the contact information of their new employer(s) and a signed statement
14 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
15 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
16 the Board within 10 days, as required, Respondent's failure to provide the required statement to
17 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
18 Respondent's employer(s) with a copy of the Consent Agreement.

19 23. Respondent shall practice behavioral health using the name under which they
20 are licensed. If Respondent changes their name, they shall advise the Board of the name
21 change as prescribed under the Board's regulations and rules.

22 24. Prior to the release of Respondent from probation, Respondent must submit a
23 written request to the Board for release from the terms of this Consent Agreement at least 30
24 days prior to the date they would like to have this matter appear before the Board. Respondent
25 may appear before the Board, either in person or telephonically. Respondent must provide

1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 25. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

10 26. Respondent shall be responsible for ensuring that all documentation required in
11 this Consent Agreement is provided to the Board in a timely manner.

12 27. This Consent Agreement shall be effective on the date of entry below.

13 28. This Consent Agreement is conclusive evidence of the matters described herein
14 and may be considered by the Board in determining appropriate sanctions in the event a
15 subsequent violation occurs.

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

18 *Kathryn Tiffany*

06/15/2021

19 Signer ID: 15LIVXPNDZ5...
Kathryn Tiffany

Date

20
21 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 By:

Moli Zavala

Jul 19, 2021

23 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

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Jul 19, 2021

ORIGINAL of the foregoing filed
with:

Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

Jul 19, 2021

EXECUTED COPY of the foregoing sent electronically
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Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Kathryn Tiffany
Address of Record
Respondent

Flynn P. Carey
1 Renaissance Square
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