

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

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

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

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16 **FINDINGS OF FACT**

17 1. Respondent is the holder of License No. LAMFT-10679 for the practice of
18 Marriage and Family Therapy in the State of Arizona.

19 2. From 12/17 – 08/21, Respondent was employed at Agency as a Clinician
20 providing behavioral health services to clients.

21 3. In 08/21, there were concerns Respondent was fraudulently billing for behavioral
22 health services by inflating her time within progress notes.

23 4. Due to these concerns, Respondent was placed on administrative leave pending
24 an investigation on 08/25/21.

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1 5. On 08/26/21, Respondent resigned effective immediately while under
2 investigation, which did not allow Agency to interview Respondent regarding the allegations of
3 fraud.

4 6. Agency had the Data Validation Team conduct an audit from 09/20 – 08/21 which
5 showed the following when reviewing the ZOOM platform session times with the times
6 Respondent billed for:

- 7 a. 559 services were padded resulting in overpayment.
- 8 b. Two instances of billed services overlapping.
- 9 c. A total of 46,321 minutes was billed but only 29,188 were accounted for when
10 cross-referenced with the ZOOM platform.
- 11 d. 525 telehealth sessions were found to be padded for 82 different clients.
- 12 e. \$123,580.23 was reported as fraud, waste, and abuse.
- 13 f. A spreadsheet with 10 examples comparing ZOOM session durations and the
14 time billed showed the following in part:
 - 15 • Client 2 was billed for 103 minutes but the ZOOM session was only 58
16 minutes.
 - 17 • Client 3 was billed for 81 minutes but the ZOOM session was only 36
18 minutes.
 - 19 • Client 5 was billed for 119 minutes but the ZOOM session was only 59
20 minutes.

- 21 7. During an investigative interview Respondent represented the following:
- 22 a. She would bill for time she spent preparing clinical documentation on top of
23 the time spent in session.
 - 24 b. Respondent had a previous supervisor who no longer works for Agency
25 inform her she could bill for time spent preparing clinical documentation.

- 1 c. Respondent would have ZOOM sessions get disconnected so she would
2 continue some of those sessions via telephone, so the ZOOM times would
3 not account for that.
- 4 d. Respondent acknowledged fraudulently billing by including time spent on
5 documentation within her session notes.
- 6 e. Respondent further acknowledged attending various trainings at Agency for
7 billing and documentation.
- 8 f. Respondent now realizes she should not have been billing for time spent on
9 clinical documentation.

10 8. Within a 12 month period, Respondent overbilled for 17,133 minutes of
11 psychotherapy that are unaccounted for.

12 9. From 03/18 – 06/21, Respondent completed 2 Agency trainings on billing and 4
13 trainings on fraud, waste, and abuse.

14 10. Respondent engaged in fraudulent billing practices as evidenced by her own
15 admission and proof from an Agency internal audit.

16 11. Agency in fact sent checks to AHCCCS to pay for the overbilled services totaling
17 \$123,580.23.

18 12. Despite Respondent being placed on administrative leave and Agency
19 confiscating all of her belongings such as her laptop, phone, and client material, Respondent
20 abruptly resigned from her position without ensuring any sort of continuity of care for her 60 plus
21 clients was in place.

22 13. During her investigative interview with Board staff, Respondent represented the
23 following in part:

- 24 a. Respondent would never neglect her clients and it was not her intention to
25 abandon clients.

1 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
2 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
3 letter, the clinical supervisor must address why they should be approved, acknowledge that they
4 have reviewed the Consent Agreement and include the results of an initial assessment and a
5 supervision plan regarding the proposed supervision of Respondent. The letter from the
6 supervisor shall be submitted to the Board.

7 **Focus and Frequency of Clinical Supervision**

8 6. The focus of the supervision shall relate to behavioral health ethics, billing, and
9 Arizona statutes and rules. Respondent shall meet individually in person with the supervisor for
10 a minimum of one hour weekly if working fulltime for the first 12 months. After the first 12
11 months the frequency will be at the recommendation of the clinical supervisor, but not less than
12 twice monthly.

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

15 7. Respondent shall not provide clinical supervision while subject to this Consent
16 Agreement.

17 **Civil Penalty**

18 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
19 penalty against the Respondent in the amount of \$1,000.00.

20 9. Respondent's payment of the civil penalty shall be stayed so long as Respondent
21 remains compliant with the terms of this Consent Agreement. If Board staff determines that
22 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
23 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
24 be automatically lifted and payment of the civil penalty shall be made by certified check or

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1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

15 12. If Respondent currently sees clients in their own private practice, and obtains any
16 other type of behavioral health position, either as an employee or independent contractor, where
17 they provide behavioral health services to clients of another individual or agency, they shall
18 comply with requirements set forth in paragraphs 13 through 15 below.

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

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1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

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

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1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

3 16. Respondent shall practice behavioral health using the name under which they
4 are licensed. If Respondent changes their name, they shall advise the Board of the name
5 change as prescribed under the Board's regulations and rules.

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

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

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

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

22 21. This Consent Agreement is conclusive evidence of the matters described herein
23 and may be considered by the Board in determining appropriate sanctions in the event a
24 subsequent violation occurs.

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