

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

2 **In the Matter of:**

3 **Tamar T. Shindel, LPC-15554,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0072

**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 January 9th, 2023. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 9th, 2023.

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 January 9th, 2023.

15 By: *M. Zavala* Mar 11, 2024
16 TOBI ZAVALA, Executive Director Date
17 Arizona Board of Behavioral Health Examiners

18 **ORIGINAL** of the foregoing filed Mar 11, 2024
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 Mar 11, 2024
24 to:

25 Tamar T. Shindel
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Tamar T. Shindel, LPC-15554,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

CASE NO. 2022-0072
CONSENT AGREEMENT

7 **RESPONDENT**

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

14 **RECITALS**

15 Respondent understands and agrees that:

16 1. Any record prepared in this matter, all investigative materials prepared or
17 received by the Board concerning the allegations, and all related materials and exhibits may be
18 retained in the Board's file pertaining to this matter.

19 2. Respondent has the right to a formal administrative hearing at which Respondent
20 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably
21 waives their right to such formal hearing concerning these allegations and irrevocably waives
22 their right to any rehearing or judicial review relating to the allegations contained in this Consent
23 Agreement.

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 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 between only Respondent and the Board for
7 the final disposition of this matter and not intended to be used as an admission of facts in any
8 other legal proceeding against Respondent, civil lawsuit or non-Board related matter, although
9 they may be used by the Board for purposes of determining sanctions in any future disciplinary
10 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
25

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

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

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

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

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

16 **FINDINGS OF FACT**

17 1. Respondent is the holder of License No. LPC-15554 for the practice of
18 counseling in the State of Arizona.

19 2. From 06/20 – 03/21, Respondent provided behavioral health services to A.S. and
20 K.S..

21 3. At the onset of services, Respondent had Mother and Complainant each sign
22 individual informed consents for A.S. and K.S..

23 4. The informed consent failed to identify whether therapy would specifically be
24 individual or family, or who would be involved in both A.S. and K.S.'s therapy.

25

1 5. Despite Respondent indicating family therapy as a method of treatment in the
2 treatment plan, the informed consent did not clearly indicate the family would be the client but
3 rather each child as an individual client.

4 ...

5 6. A.S. and K.S.'s therapy included both individual and family sessions which
6 included A.S. and K.S. in the same family session at times.

7 7. Respondent completed intake assessments with Complainant and Mother
8 individually rather than with each minor client.

9 8. Throughout the Board's investigation, Respondent acknowledged having
10 numerous phone conversations with Mother and Complainant, including some phone
11 conversations with Mother and Complainant's personal therapists.

12 9. Respondent also acknowledged not documenting any of these phone
13 conversations.

14 10. Throughout A.S. and K.S.'s therapy, Respondent maintained fairly regular
15 contact with Mother through text.

16 11. Despite Respondent representing she did not counsel Mother via phone or
17 texting, the texts clearly discuss A.S. and K.S.'s mental wellbeing, meaning the texts were
18 therapeutic in nature at times.

19 12. Furthermore, some of the texts included non-therapeutic conversations which
20 included the following in part:

21 a. Mother asks Respondent's opinion about her and the children moving back
22 into their home and have Complainant move out.

23 b. Respondent responded that Mother would have to consider her and the
24 children's safety and Mother may have to change the locks and alarm codes
25 if Complainant if he would not honor an agreement.

- 1 c. Mother requested to speak with Respondent and requested that the
2 conversation be separate than a parent session, but rather a private
3 conversation so that Mother could ask Respondent questions and express
4 concerns without Complainant being present.
- 5 d. Respondent agreed to this private phone conversation.
- 6 e. Respondent told Mother to bring a wheel of abuse worksheet to the next
7 session so Mother could know what she needs to feel safe.
- 8 f. Respondent texted Mother asking how the transition home went for Mother.
- 9 g. Respondent asked Mother about what she thinks could be triggering the
10 children.
- 11 h. Mother told Respondent she had a second phone that she could call
12 Respondent from since Complainant was monitoring Mother's phone calls.
- 13 i. Mother disclosed filing an order of protection against Complainant and asked
14 Respondent to not discuss her records request at the next parent session
15 because she does not want Complainant know she is pursuing legal action.
- 16 j. Mother stated her attorney asked to request Respondent to write letters for
17 the children and Respondent agreed and asked if Mother would like anything
18 changed once she completed them.

19 13. Respondent represented the following in an investigative interview:

- 20 a. Respondent did not allow Complainant in sessions initially so she could
21 asses the children, and since Mother had recently fled their home with the
22 children.
- 23 b. Respondent had more contact with Mother since she was bringing the
24 children in for sessions and was with them children more often.

25

- 1 c. Respondent acknowledged the conversations and contact she had with
2 Mother were inappropriate and she should have set a boundary by making
3 sure all of the issues were discussed together with Mother, Complainant, and
4 Respondent.
- 5 d. Respondent did not document all of her conversations with Mother and
6 Complainant due to a lot going on between the family, the case presented
7 differently than she expected, COVID-19, and being a foster parent.
- 8 e. Respondent does not feel she was counseling Mother via phone calls or texts
9 and felt she was trying to help Mother gain skills to regulate the children.
- 10 f. Respondent agreed she should not have sent a text stating she hoped the
11 judge was in Mother's favor.
- 12 g. A.S. and K.S. were the clients, but Respondent realizes how this seemed
13 blurred when she was treating the family and the therapy was more family
14 therapy than individual.
- 15 h. Respondent realizes telling Mother to change the locks on the house, could
16 be seen as preventing Complainant from being involved.
- 17 i. Mother subpoenaed Respondent to testify in court.
- 18 j. Respondent realizes it was a mistake on her part to keep things confidential
19 between her and Mother when Mother requested.
- 20 k. Respondent can now see how the letters to the judge show favoritism
21 towards Mother.

22 14. Respondent acknowledged speaking to Complainant's personal therapist about
23 A.S. and K.S. without an adequate ROI in place, breaching A.S. and K.S.'s confidentiality.

24 15. Respondent failed to document numerous conversations she had with Mother,
25 Complainant, and Mother and Complainant's therapists regarding the children.

1 16. Respondent also testified in court and failed to document her testimony regarding
2 the children's therapy anywhere in the clinical record.

3 17. Respondent failed to clearly define each person's role in the therapeutic process
4 as well as her own role since she was the therapist but testified in court in a separate capacity.

5 18. On 03/04/21 following the termination of services, Mother texted Respondent
6 stating her attorney requested to have Respondent write letters for the children.

7 19. Respondent subsequently agreed and charged Mother \$600 for writing these
8 letters.

9 20. The 04/06/21 letter Respondent wrote for A.S. included the following in part:

10 a. Respondent addressed this letter to the judge and indicated she wrote this
11 letter per Mother's request to address A.S.'s therapeutic process.

12 b. Complainant was not included in sessions initially to support safety for A.S.

13 c. A.S. reported feeling afraid of Complainant due to Complainant physically
14 hurting her.

15 d. A.S. was open to seeing Complainant outside of the office but needed
16 Respondent there to feel safe.

17 e. In 11/20, it was agreed family sessions would not include Complainant due to
18 A.S.'s behaviors escalating in sessions.

19 f. It is recommended A.S. continued weekly family counseling with Mother only
20 without Complainant present as his presence impedes A.S.'s ability to
21 process the abuse and heal.

22 21. The 04/08/21 letter Respondent wrote for K.S. included the following in part:

23 a. Respondent addressed this letter to the judge and indicated she wrote this
24 letter per Mother's request to address K.S.'s therapeutic process.

25

1 b. Mother and Complainant sought therapy for K.S. to heal from trauma and
2 abuse and reestablish safety with Complainant.

3 c. K.S. expressed fear that Complainant would become angry and abusive
4 again.

5 ...

6 d. K.S. would exhibit more dysregulation in sessions with Complainant and
7 become more avoidant at times.

8 e. K.S. would bite Complainant if Complainant were abusing A.S.

9 f. Complainant took responsibility for the abuse and apologized to K.S.

10 g. K.S. feels safe when Complainant is not residing in the home.

11 h. Respondent recommended K.S. continue with family sessions with Mother
12 only and family sessions with Complainant should be implemented as
13 necessary.

14 22. Respondent represented she felt these letters were summaries of the children's
15 therapy and is not sure why she would provide them directly to Mother.

16 23. In the past, Respondent has written 4-7 letters which have revolved around
17 family cases or foster care.

18 24. Respondent inserted her opinion in these letters which were used in court
19 proceedings between Mother and Complainant.

20 25. Respondent further provided an opinion that the therapy should not include
21 Complainant.

22 26. During a 07/22/20 family session, A.S. reported she did not want to return to
23 Complainant's home because she did not feel safe.

24 27. During an 08/05/20 individual session, A.S. reported to Respondent that
25 Complainant hurt her with his hands and that Complainant scared her.

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

4 2. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
6 recognized standards of ethics in the behavioral health profession or that constitutes a danger
7 to the health, welfare or safety of a client, as it relates to the following sections of the ACA Code
8 of Ethics:

9 **A.6.d Role Changes in the Professional Relationships:**

10 When counselors change a role from the original or most recent contracted
11 relationship, they obtain informed consent from the client and explain the client's
12 right to refuse services related to the change.

13 **A.6.e Nonprofessional Interactions or Relationships (other than sexual or**
14 **romantic interactions or relationships):**

15 Counselors avoid entering into nonprofessional relationships with former clients,
16 their romantic partners, or their family members when the interaction is
17 potentially harmful to the client. This applies to both in-person and electronic
18 interactions or relationships

19 3. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
21 that are not congruent with the licensee's professional education, training or experience.

22 4. The conduct and circumstances described in the Findings of Facts constitute a
23 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
24 behavioral health services provided to a client.

1 5. The conduct and circumstances described in the Findings of Facts constitute a
2 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
3 communication except as may otherwise be required by law or permitted by a legally valid
4 written release.

5 6. The conduct and circumstances described in the Findings of Facts constitute a
6 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession
7 promptly available to the client, minor client's parent, the client's legal guardian or the client's
8 authorized representative on receipt of proper authorization to do so from the client, a minor
9 client's parent, the client's legal guardian or the client's authorized representative.

10 7. The conduct and circumstances described in the Findings of Facts constitute a
11 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
12 applicable to the practice of behavioral health, as it relates to:

13 A.R.S. § 13-3620, Duty to Report Abuse

14 **ORDER**

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

17 1. Respondent's license, LPC-15554, will be placed on probation for 24 months,
18 effective from the date of entry as signed below.

19 2. Respondent shall not practice under their license, LPC-15554, unless they are
20 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
22 shall immediately notify the Board in writing and shall not practice under their license until they
23 submit a written request to the Board to re-commence compliance with this Consent
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

1 Respondent shall submit to the Board an official transcript establishing completion of the
2 required course.

3 **Clinical Supervision**

4 8. While on probation, Respondent shall submit to clinical supervision for 12 months
5 by a pre-approved licensed marriage and family therapist or an independently licensed
6 behavioral health professional with family systems experience. Within 30 days of the date of this
7 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
8 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
9 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
10 letter, the clinical supervisor must address why they should be approved, acknowledge that they
11 ...
12 have reviewed the Consent Agreement and include the results of an initial assessment and a
13 supervision plan regarding the proposed supervision of Respondent. The letter from the
14 supervisor shall be submitted to the Board.

15 **Focus and Frequency of Clinical Supervision**

16 9. The focus of the supervision shall relate to duty to report, self-care, caseload
17 management, high conflict cases, documentation, and Board statutes and rules. During each
18 supervision session, the supervisor shall review all cases that involve minors. Respondent shall
19 meet individually in person with the supervisor twice monthly for the first 12 months if working
20 fulltime. The frequency for the remaining time will be at the recommendation of the clinical
21 supervisor with early release available.

22 **Reports**

23 10. Once approved, the supervisor shall submit quarterly reports for review and
24 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
25

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

- 3 a. Dates of each clinical supervision session.
- 4 b. A comprehensive description of issues discussed during supervision
5 sessions.
- 6 c. The results of each clinical documentation review by the supervisor.

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

10 12. After Respondent's probationary period, the supervisor shall submit a final
11 summary report for review and approval by the Board Chair or designee. The final report shall

12 ...
13 also contain a recommendation as to whether the Respondent should be released from this
14 Consent Agreement.

15 **Change of Clinical Supervisor During Probation**

16 13. If, during the period of Respondent's probation, the clinical supervisor determines
17 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
18 the end of supervision and provide the Board with an interim final report. Respondent shall
19 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
20 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
21 proposed clinical supervisor shall provide the same documentation to the Board as was required
22 of the initial clinical supervisor.

23 **Early Release**

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

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

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

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

1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

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

11 28. This Consent Agreement shall be effective on the date of entry below.

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

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

16 Tamar Shindel
17 Tamar T. Shindel

Jan 5, 2023
Date

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

19 By: Mpli Zavala
20 TOBI ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

Jan 9, 2023
Date

22 **ORIGINAL** of the foregoing filed Jan 9, 2023
23 with:

24 Arizona Board of Behavioral Health Examiners
25 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

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EXECUTED COPY of the foregoing sent electronically Jan 9, 2023

to:

Mona Baskin
Assistant Attorney General
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Phoenix, AZ 85004

Tamar T. Shindel
Address of Record
Respondent

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