

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

2 **In the Matter of:**

3 **Anne E. Brown, LPC-13540,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2023-0008**

**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 May 3<sup>rd</sup>, 2023. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated May 3<sup>rd</sup>, 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 May 3<sup>rd</sup>, 2023.

15 By:  May 13, 2024  
16 **TOBI ZAVALA, Executive Director** **Date**  
17 **Arizona Board of Behavioral Health Examiners**

18 **ORIGINAL** of the foregoing filed May 13, 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 May 13, 2024  
24 to:

25 Anne E. Brown  
Address of Record  
Respondent

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

3 **In the Matter of:**

4 **Anne E. Brown, LPC-13540,**  
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**CASE NO. 2023-0008**  
**CONSENT AGREEMENT**

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), Anne E. Brown (“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 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  
25

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-13540 for the practice of  
15 counseling in Arizona.

16 2. From 06/21 – 07/22, Respondent provided therapy services to Complainant.

17 3. After a review of Complainant's clinical record, numerous documentation  
18 deficiencies were noted.

19 4. Respondent's consent for treatment was missing four required elements.

20 5. Complainant's record did not contain a treatment plan.

21 6. Although some progress notes contained some of these elements, progress  
22 notes were missing five required elements.

23 7. There were approximately three progress notes, that while appear to have been  
24 started, were not completed, and at least one session note missing altogether.

25 8. Respondent, thereby, failed to document multiple sessions.

1           9.       Additionally, multiple notes entered into Simple Practice were created on and last  
2 updated on weeks or months after the session date, demonstrating a lack of contemporaneous  
3 documentation.

4           10.      Respondent represented the following in a written response to Board staff:

5           a.       At the outset of Respondent's therapeutic relationship with Complainant, they  
6           discussed treatment goals, but Respondent failed to document the treatment  
7           plan due to an office transition.

8           b.       Respondent has since made sure all progress notes contain a signature field  
9           so she will not make this error in the future.

10          c.       All of Respondent's notes were taken contemporaneously, but after  
11          Respondent began to receive phone calls from Complainant's husband  
12          threatening legal action, she wanted an electronic record as well.

13          d.       To the extent there were delays in creating other progress notes, this may  
14          have been caused by a delay in entering hand-written notes into the EMR.

15          e.       Respondent believes there may be deficiencies in her other client records.

16          11       Although Respondent obtained her LAC in 06/07, then became independently  
17 licensed in 09/10 and has been in private practice since 2012, her clinical records contain  
18 multiple deficiencies.

19          12.      Since 08/18, and for at least three renewal cycles, Respondent has attested to  
20 reviewing the Arizona Statutes and Regulations Tutorial which covers documentation  
21 requirements.

22          13.      Respondent provided revised progress note, treatment plan, and consent forms  
23 that meet the minimum requirements.

24          14.      In 03/23, Respondent has completed 3.5 clock hours of continuing education in  
25 Informed Consents, Clinical Practice Documentation and HIPAA Compliance.





1 b. A comprehensive description of issues discussed during supervision  
2 sessions.

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

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

10 **Change of Clinical Supervisor During Probation**

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

18 **GENERAL PROVISIONS**

19 **Provision of Clinical Supervision**

20 10. Respondent shall not provide clinical supervision while subject to this Consent  
21 Agreement.

22 **Civil Penalty**

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

25 ...

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

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

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

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

24           16.     Within 10 days of the effective date of this Order, if Respondent is working in a  
25 position where Respondent provides any type of behavioral health related services or works in a

1 setting where any type of behavioral health, health care, or social services are provided,  
2 Respondent shall provide the Board Chair or designee with a signed statement from  
3 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
5 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
6 copy of the Consent Agreement.

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

17 18. If, during the period of Respondent's probation, Respondent changes  
18 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
19 extended leave of absence for whatever reason that may impact their ability to timely comply  
20 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
21 the Board of their change of employment status. After the change and within 10 days of  
22 accepting employment in a position where Respondent provides any type of behavioral health  
23 related services or in a setting where any type of behavioral health, health care, or social  
24 services are provided, Respondent shall provide the Board Chair or designee a written  
25 statement providing the contact information of their new employer(s) and a signed statement

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

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

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

20 21. Respondent shall bear all costs relating to probation terms required in this  
21 Consent Agreement.

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

24 23. This Consent Agreement shall be effective on the date of entry below.

25 ...

