

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

3 **In the Matter of:**

4 **Julia A. Gunthner LPC-14300**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0170
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), Julia A. Gunthner (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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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-14300 for the practice of
15 counseling in the State of Arizona.

16 2. Since 09/20, Respondent has been treating Client 1 at Private Practice for
17 anxiety.

18 3. Complainant represents in 08/22, she called Respondent via phone and left
19 voicemails asking Respondent to return her voicemail and requested Client 1's medical records.

20 4. During Board staff's investigative interview, Respondent acknowledged that she
21 believed in one of the voicemails Complainant left her, Complainant was requesting Client 1's
22 clinical records.

23 5. Respondent represented she never replied to any of Complainant's attempts to
24 contact Respondent for the following reasons:

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- a. The name Complainant left in the voicemail was not the name Respondent had in legal documents for the children’s mother.
- b. Respondent had no way of verifying that Complainant was Client 1’s mother.
- c. Father had sole legal custody at the time Complainant reached out.
- d. Respondent believed if Complainant was the biological parent of Client 1, she would have provided evidence of her identity.

6. Despite Respondent’s representation that Father had sole legal custody of Client 1, a 07/16/21 Court Agreement indicated the following in part:

- a. The parents agree that Father has sole legal decision-making authority for Client 1.
- b. Under Arizona Law, unless otherwise provided by court order or law, on reasonable request, both parents are entitled to equal access to documents and other information concerning the children’s education and physical, mental, moral, and emotional health, including medical, school, police, court, and other records.

7. Nowhere in this 07/16/21 Court Agreement does it indicate that Complainant is not able to obtain Client 1’s medical records.

8. Rather than providing Client 1’s clinical records to Complainant upon request, Respondent did not follow up with Complainant and did not make efforts to address Complainant’s request.

9. Despite Respondent representing that Complainant did not request records per her procedures, Complainant was never provided Respondent’s Notice of Privacy Practices which outlined how a client could obtain their records.

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1 10. In a follow up interview with Board staff Respondent acknowledged that she may
2 have misunderstood the legal paperwork and had not realized Complainant still had parental
3 rights and the right to obtain Client 1's clinical records.

4 11. From 11/22 – 01/23, Respondent provided behavioral health services to Client 2
5 at Private Practice.

6 12. From 12/20 – 05/23, Respondent provided behavioral health services to Father
7 at Private Practice.

8 13. At the onset of Client 1's and Client 2's therapy, Respondent did not contact
9 Complainant or attempt to contact Complainant regarding Complainant's minor children initiating
10 services with Respondent.

11 14. Father was having conversations around his children during his individual
12 therapy with Respondent.

13 15. Respondent did not make appropriate effort to work with both parents of Client 1
14 and Client 2 in a collaborative manner.

15 16. Respondent was under the impression that Father had sole legal decision-
16 making of Client 1 and that she was not permitted to release records to Complainant.

17 17. In fact, court documents indicated Complainant and Father had equal access to
18 their children's medical records.

19 18. A 01/14/21 progress note indicated Father asked if Respondent could help bring
20 Complainant back into the picture and there is no documentation that Respondent made any
21 effort to involve Complainant.

22 19. During the course of Client 1's treatment with Respondent, Client 1 disclosed
23 self-harming behaviors.

24 20. Specifically, during a 05/04/22 session, Respondent and Client 1 discussed
25 Client 1's self-harming and mandatory reporting obligations if Client 1 was to cut herself.

1 21. According to this note, there does not appear to be any sort of suicide or risk
2 assessment completed to determine Client 1's level of suicidality and Respondent simply
3 notates there is no suicidality or danger to self present.

4 22. It is Respondents position that she did review possible risk factors and form an
5 opinion about a lack of suicidality with Client 1.

6 23. In a subsequent session on 05/18/22, the progress note indicates Client 1
7 reported to Respondent that she was not honest about her self-harming behavior and that she
8 had cut herself about a month ago.

9 24. Respondent again does not document any sort of suicide or risk assessment to
10 adequately assess Client 1's suicidality or risk to self.

11 25. It is Respondent's position that she did review possible risk factors and form an
12 opinion about a lack of suicidality with Client 1.

13 26. Respondent documents that she would report self-harming behavior to Client 1's
14 parents but there is no subsequent documentation within Client 1's clinical records that
15 Respondent reported these self-harming behaviors to Client 1's parents.

16 27. Respondent acknowledged not completing a safety plan with Client 1 and
17 reported that she told Client 1 to talk with her parents about the cutting and believed Client 1
18 would do so.

19 28. Respondent admitted that cutting can be a sign of suicidal ideation but did not
20 see cutting as suicidal ideation for Client 1 because of other information, including Client1's
21 disclosure of having future plans, the passage of time since the cutting incidence, and other
22 protective factors.

23 29. Respondent failed to adequately document the steps she took to assess Client
24 1's suicidality risk after Client 1 reported self-harming behaviors.

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1 30. The informed consents for Client 1 were missing the following minimum
2 requirements:

3 a. Purpose of treatment.

4 b. General procedures to be used in treatment; including benefits, limitations
5 and potential risks.

6 c. The date after the client's signature.

7 31. The informed consents for Client 2 were missing the following minimum
8 requirements:

9 a. Purpose of treatment.

10 b. General procedures to be used in treatment; including benefits, limitations
11 and potential risks.

12 32. The telehealth consents for Client 1 and Client 2 were missing the following
13 minimum requirements:

14 a. Emergency procedures when Respondent is unavailable.

15 b. Manner of identifying the client when using electronic communication that
16 does not involve video.

17 c. The client's date after their signature or a section for it.

18 d. The date after Respondent's signature or a section for it.

19 33. The 09/21/20 treatment plan for Client 1 was not updated annually as required by
20 Board rules and was missing the following minimum requirements:

21 a. One or more treatment goals.

22 b. One or more treatment methods.

23 c. The date when client's treatment plan will be reviewed.

24 d. The dated signatures of the client or client's legal guardian, or a section for it.

25 34. Respondent failed to devise any sort of treatment plan for Father or Client 2.

1 35. All of the progress notes for Client 1, Client 2, and Father were missing the
2 requirement whether the counseling was individual, couples, family or group.

3 36. During the course of treatment, Respondent was contacted by a Court Advisor
4 where Respondent discussed Client 1 and Client 2 with the Court Advisor and used each
5 client's name.

6 37. Respondent failed to obtain any sort of written consent or authorization to speak
7 with the Court Advisor, breaching Client 1's and Client 2's confidentiality by speaking about their
8 treatment without proper authorization to do so.

9 38. Respondent did not document the conversation she had with the Court Advisor
10 anywhere within Client 1's and Client 2's clinical records despite having conversations around
11 their treatment.

12 39. Due to the documentation concerns noted in Client 1's, Client 2's, and Father's
13 clinical records, Board staff subpoenaed three random clinical records to verify whether the
14 same deficiencies would be found in all of her clinical records.

15 40. A.G.'s clinical records included the following deficiencies:

16 a. A 03/26/21 Consent to Treat was missing the following minimum Board
17 requirements:

- 18 • Purpose of treatment.
- 19 • General procedures to be used in treatment; including benefits, limitations
20 and potential risks.

21 b. A 03/26/21 Consent for Treatment and Billing Insurance form appeared to
22 include all minimum requirements.

23 c. A 04/23/21 treatment plan was missing the following minimum Board
24 requirements:

- 25 • The date when the client's treatment plan will be reviewed.

- The dated signature of client.
- The dated signature of Respondent.
- The treatment plan was not reviewed annually as required by Board rules.

41. C.M.'s clinical records included the following deficiencies:

a. A 09/28/20 Consent to Treat was missing the following minimum Board requirements:

- Purpose of treatment.
- General procedures to be used in treatment; including benefits, limitations and potential risks.

b. A 10/07/20 Treatment Plan was missing the following minimum Board requirements:

- The date when the client's treatment plan will be reviewed.
- The dated signature of client.
- The dated signature of Respondent.
- The treatment plan was not reviewed annually as required by Board rules.

42. S.S.'s clinical records included the following deficiencies:

a. A 04/20/23 Informed Consent for Treatment was missing the following minimum Board requirements:

- The client's rights to have the client's records.
- Methods for client to obtain information about the client's records.
- The client's right to participate in treatment decisions and the development and periodic review of the client's treatment plan.
- The client's right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of refusal or withdrawal.

1 b. A 05/30/23 Treatment Plan was missing the following minimum Board
2 requirements:

- 3 • The date when the client's treatment plan will be reviewed.
- 4 • The dated signature of client.
- 5 • The dates signature of Respondent.

6 43. Respondent has been independently licensed with the Board since 2013 and has
7 failed to ensure clinical documentation she was utilizing included all minimum Board
8 requirements.

9 44. In 2019, 2021, and 2023, Respondent submitted her LAC renewal applications
10 with the Board where she was required to complete the Arizona Statutes/Regulations Tutorial
11 which provides education and training on Arizona clinical documentation standards.

12 45. Since being notified of the deficiencies within her clinical documentation,
13 Respondent provided Board staff updated templates which appear to meet all minimum
14 requirements.

15 **CONCLUSIONS OF LAW**

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

19 2. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession
21 promptly available to the client, a minor client's parent, the client's legal guardian or the client's
22 authorized representative on receipt of proper authorization to do so from the client, a minor
23 client's parent, the client's legal guardian or the client's authorized representative.

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

5 **B.5.b. Responsibility to Parents and Legal Guardians**

6 Counselors inform parents and legal guardians about the role of
7 counselor and the confidential nature of the counseling relationship,
8 consistent with current legal and custodial arrangements. Counselors
9 are sensitive to the cultural diversity of families and respect the
10 inherent rights and responsibilities to parents/guardians regarding the
11 welfare of their children/charges according to law. Counselors work to
12 establish, as appropriate, collaborative relationships with
13 parents/guardians to best serve clients.

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
16 the ability of the licensee to safely and competently practice the licensee's profession.

17 5. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
19 developed by the board, as it relates to the following:

20 A.A.C. R4-6-1101. Consent for Treatment

21 A.A.C. R4-6-1102. Treatment Plan

22 A.A.C. R4-6-1103. Client Record

23 A.A.C. R4-6-1104. Financial and Billing Records

24 A.A.C. R4-6-1105. Confidentiality

25 A.A.C. R4-6-1106. Telepractice

1 **ORDER**

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

4 1. Respondent's license, LPC-14300, will be placed on probation for 24 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LPC-14300, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of continuing education addressing high-conflict court cases. All required continuing
20 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
21 shall submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
24 hours of continuing education addressing suicide assessment. All required continuing education

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1 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
2 submit a certificate of completion of the required continuing education.

3 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
5 hours of continuing education addressing Arizona documentation. All required continuing
6 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
7 shall submit a certificate of completion of the required continuing education.

8 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 5 clock
10 hours of continuing education in attendance of a Board meeting. All required continuing
11 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
12 shall submit a certificate of completion of the required continuing education.

13 8. Respondent may submit continuing education completed since the complaint
14 was filed for consideration of approval by the Board Chair or designee.

15 **Clinical Supervision**

16 9. While on probation, Respondent shall submit to clinical supervision for 24 months
17 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
18 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
19 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
20 by the Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the
21 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
22 letter, the clinical supervisor must address why they should be approved, acknowledge that they
23 have reviewed the Consent Agreement and include the results of an initial assessment and a
24 supervision plan regarding the proposed supervision of Respondent. The letter from the
25 supervisor shall be submitted to the Board.

1 **Focus and Frequency of Clinical Supervision**

2 10. The focus of the supervision shall relate to Board statutes and rules, Arizona
3 documentation, high-conflict cases, assessment, and to include a random quarterly audit.
4 Respondent shall meet individually with the supervisor once monthly for the first 12 months.
5 After the first 12 months, Respondent may be released from clinical supervision at the
6 recommendation of the clinical supervisor.

7 **Reports**

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

- 12 a. Dates of each clinical supervision session.
- 13 b. A comprehensive description of issues discussed during supervision
14 sessions.

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

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

22 **Change of Clinical Supervisor During Probation**

23 14. If, during the period of Respondent's probation, the clinical supervisor determines
24 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of

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1 the end of supervision and provide the Board with an interim final report. Respondent shall
2 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
3 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
4 proposed clinical supervisor shall provide the same documentation to the Board as was required
5 of the initial clinical supervisor.

6 **Early Release**

7 15. After completion of the stipulations set forth in this Consent Agreement, and upon
8 the clinical supervisor's recommendation, Respondent may request early release from the
9 Consent Agreement after 12 months.

10 **GENERAL PROVISIONS**

11 **Provision of Clinical Supervision**

12 16. Respondent shall not provide clinical supervision to associate level licensees
13 accruing and submitting hours towards independent licensure while subject to this Consent
14 Agreement.

15 **Civil Penalty**

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

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

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

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

13 21. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 22 through 24 below.

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

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

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

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

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

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

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

19 29. This Consent Agreement shall be effective on the date of entry below.

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

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