

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 The Board issues the following Findings of Fact, Conclusions of Law and Order:

7 **FINDINGS OF FACT**

8 1. Respondent is the holder of License No. LAC-20539 for the practice of
9 counseling in Arizona.

10 ***Complaint 2023-0093***

11 1. From 05/22 – 11/22, Respondent worked at Agency as a contracted therapist
12 providing behavioral services to clients.

13 2. On 11/21/22, Complainant emailed Respondent that Respondent's employment
14 contract with Agency will end 12/10/22.

15 3. In this email, Complainant instructed Respondent to continue meeting with her
16 clinical supervisor ("Supervisor") until all of her clients were terminated.

17 4. On 11/22/22, Respondent emailed Complainant that she was ending her
18 employment contract effective immediately.

19 5. Rather than attempting to coordinate any continuity of care or terminating
20 services appropriately with her clients, Respondent abruptly left Agency with over 60 clients on
21 her caseload.

22 6. Respondent represented the following during an investigative interview with
23 Board staff:

- 24 a. Respondent offered to stay if she could have a different supervisor supervise
25 her instead of Supervisor.

- 1 b. Respondent did not make any referrals or transfer any of her clients prior to
2 her immediate departure.
- 3 c. Respondent felt she was in compliance with her code of ethics regarding
4 client abandonment since she attempted to find a new therapist to supervise
5 her for her last few weeks at Agency.
- 6 d. Respondent can understand how she abandoned clients but felt Complainant
7 did not give her the opportunity to appropriately transition her clients.
- 8 e. Respondent agrees it was inappropriate to not ensure continuity of care for
9 clients, and if faced with a situation like this in the future she would ensure
10 continuity of care.

11 7. Following Respondent's departure from Agency, Respondent and a former client
12 ("Client") coordinated a one-time meeting so Respondent could meet Client's newborn child.

13 8. Respondent represented the following during an investigative interview:

- 14 a. Client contacted Respondent through her Facebook.
- 15 b. Respondent wanted to give Client closure since Client had been through a lot
16 and Client wanted to thank Respondent.
- 17 c. The meeting lasted roughly 15 minutes in a public setting.
- 18 d. Respondent held the newborn and Client took a picture of Respondent
19 holding the infant.
- 20 e. Respondent did not see an issue with meeting with Client since she was not
21 Respondent's active client.
- 22 f. Respondent does not consider Client a friend.

23 9. Licensee believed since Client was a former client it was appropriate to meet with
24 her to provide closure, despite the ACA Code of Ethics explicitly prohibiting any sort of
25 nonprofessional relationships with former clients.

1 10. On 03/16/23, The Board entered into a Consent Agreement with Respondent
2 regarding complaint 2023-0093.

3 ***Complaint 2023-0235***

4 1. Since 12/22, Respondent has been employed at Agency as an independent
5 contractor providing psychotherapy services.

6 2. From 12/22 – 05/23, Respondent provided behavioral health services to Wife and
7 Husband in some capacity at Agency.

8 3. On 12/12/22, Wife signed an informed consent for therapy services which did not
9 outline whether services would be individual or couples.

10 4. On 02/04/23, Husband signed an informed consent for therapy services which
11 did not outline whether services would be individual or couples.

12 5. On 12/07/22, Respondent completed a treatment plan with Wife which did not
13 indicate couples counseling as a goal or modality of therapy.

14 6. On 02/05/23, Respondent completed a treatment plan for Husband which
15 included presenting problems reported by both Husband and Wife, but did not indicate couples
16 counseling as a goal or modality of therapy.

17 7. From 12/07/22 – 02/04/23, Respondent provided behavioral services and
18 maintained clinical records in Wife’s file which included numerous sessions that involved
19 Husband as a participant in the sessions.

20 8. During this timeframe, there was no record of any sort of couples counseling
21 consent forms signed by both Wife and Husband or any sort of collateral form attesting to
22 Husband’s role in the therapy.

23 9. Despite the progress notes clearly outlining conversations with Wife and
24 Husband about their marriage, Respondent maintained progress notes for Husband and Wife in
25 separate clinical files for Husband and Wife individually.

1 10. Respondent also developed an individual progress notes for both Husband and
2 Wife for the same session, despite Husband and Wife having a single couples session with
3 Respondent.

4 11. Based on the records, it is unclear how Respondent established her therapeutic
5 role or each client's role in the therapy.

6 12. Husband participated in Wife's therapy sessions for several months without any
7 sort of signed documentation outlining his role in the therapy.

8 13. Respondent further completed separate treatment plans for Husband and Wife
9 and maintained each treatment plan in Husband's and Wife's own clinical file.

10 14. Based on the clinical records and Husband and Wife signing their own informed
11 consents, it appears Respondent established therapeutic care with both Husband and Wife
12 individually as their individual therapist.

13 15. Respondent represented the following during Board staff's investigative
14 interview:

15 a. Wife's therapy started as individual with Respondent and Wife did not
16 express intent to start couples therapy.

17 b. Husband was allowed to sit in on Wife's therapy sessions before determining
18 if he wanted to do couples therapy.

19 c. Respondent thought Husband signed informed consents or a collateral form
20 prior to sitting in on Wife's sessions.

21 d. When Husband finally signed informed consents, he was consenting to
22 couples therapy.

23 e. Respondent later indicated that prior to Husband signing his own informed
24 consent in 02/23, he was engaging in couples therapy and his role was to sit
25 in and listen during Wife's sessions.

- 1 f. Husband's clinical records and progress notes should have dated back to
2 12/07/22 when Wife initiated services.
- 3 g. Respondent completed Husband's intake session on 02/04/23.
- 4 h. Respondent maintained individual notes and records because that is how
5 Agency maintained records.
- 6 i. For couples therapy, each spouse signs their own consent at Agency.
- 7 j. In 04/23, Respondent saw Husband and Wife each individually for an
8 individual session.

9 16. Respondent altered her representation by representing that Wife's therapy was
10 individual initially, but then represented that Husband's involvement was meant to be for
11 couples therapy.

12 17. The clinical records do not clearly define Husband's and Wife's role in the
13 therapy.

14 18. Respondent also allowed Wife's niece to sit in on sessions which was not
15 documented anywhere within the clinicals records, again blurring the roles of each participant.

16 19. Even though Respondent represents this is how Agency conducts couples
17 therapy, even the billing records make it appear that both Husband and Wife were being billed
18 individually for their own sessions.

19 20. A 12/13/22 consent for treatment for Wife and 02/04/23 consent for treatment for
20 Husband failed to include notification of Respondent's supervision.

21 21. Despite contradictory representations from Respondent regarding whether
22 therapy services for Wife were meant to be individual or couples, on 12/15/22, informed
23 consents were sent to Husband for his signature indicating there was an intention to treat
24 Husband.

1 22. Respondent completed a treatment plan with Wife on 12/07/22, yet her informed
2 consents were not signed until 12/13/22.

3 23. Husband's 02/05/23 treatment plan was missing the following minimum Board
4 requirements:

5 a. The date when the client's treatment plan will be reviewed.

6 b. The dated signature of the client and there is no indicated place for client to
7 sign and date.

8 24. Wife's 12/07/22 treatment plan failed to include the date the client's treatment
9 plan will be reviewed.

10 25. From 12/07/22 – 01/28/23, Wife's billing records show she is being billed \$165
11 per session which included Husband's participation a majority of the time and sessions were at
12 least 90 minutes in duration.

13 26. From 02/04/23 until the end of services, both Wife and Husband were being
14 billed \$165 individually for the same session they participated in, and Respondent would
15 document the sessions by splitting the time between two progress notes for Husband and Wife.

16 27. For example, on 02/18/23, Respondent documented the note in Wife's record for
17 11am – 12pm, and Husband's note for 12pm – 12:50pm despite them both being in session for
18 this total duration.

19 28. After Husband signed informed consent documents, Wife and Husband began
20 paying double the price for a single session when prior to 02/04/23 Wife and Husband were
21 both in session together with Respondent and only being billed \$165 per session

22 29. After 02/04/23, Husband and Wife were both being billed \$165 per couple's
23 session, meaning they were now paying \$330 for sessions they were previously paying \$165
24 for.

25 ...

1 the interaction is potentially harmful to the client. This applies to both
2 in-person and electronic interactions or relationships.

3 **A.8. Multiple Clients**

4 When a counselor agrees to provide counseling services to two or
5 more persons who have a relationship, the counselor clarifies at the
6 outset which person or persons are clients and the nature of the
7 relationships the counselor will have with each involved person. If it
8 becomes apparent that the counselor may be called upon to perform
9 potentially conflicting roles, the counselor will clarify, adjust, or
10 withdraw from roles appropriately.

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

- 14 A.A.C. R4-6-1101. Consent for Treatment
- 15 A.A.C. R4-6-1102. Treatment Plan
- 16 A.A.C. R4-6-1104. Financial and Billing Records

17 **ORDER**

18 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
19 the provision and penalties imposed as follows:

20 1. Respondent's license, LAC-20539, shall be surrendered to the Board, effective
21 from the date of entry as signed below.

22 2. The surrender shall be considered a revocation of Respondent's license.

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24 ...
25 ...

