

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

2 **In the Matter of:**

3 **Carol L. Farmer, LPC-18275,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0013

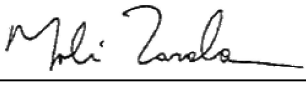
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated February 1st, 2021. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated February 1st, 2021.

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 February 1st, 2021.

15 By: 
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

May 16, 2022
Date

17
18 **ORIGINAL** of the foregoing filed May 16, 2022
with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
21 Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically May 16, 2022
to:

23 Carol L. Farmer
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Carol L. Farmer, LPC-18275**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0013
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), Carol L. Farmer (“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-18275 for the practice of
15 Counseling in the state of Arizona.

16 2. From 05/20 – 07/20, a 12-year-old female client (“Client”) received behavioral
17 health services from Respondent.

18 3. On 07/20/20, Respondent received a request from Client’s father (“Father”) for
19 Client’s treatment records.

20 4. Father was a legal parent of Client and at the time of this request, Client was a
21 minor.

22 5. On 07/29/20, Respondent provided a summary of treatment to Father.

23 6. On 07/31/20, Father requested Client’s complete treatment records.

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1 7. On 08/04/20, Respondent sent Complainant an email indicating that HIPAA
2 Privacy Rules state that parents do not have a right to receive a copy of their child's mental
3 health psychotherapy notes.

4 8. Respondent represented the following regarding her decision not to provide
5 Father with all of Client's records:

- 6 a. Respondent understands Board rules state that parents have a right to
7 receive their children's records.
- 8 b. However, Client was fearful of Father's reaction to the progress notes.
- 9 c. Father would be confrontational and this may lead to Client self-harming.
- 10 d. Respondent did not document her reasoning for not providing Father with
11 Client's records.

12 9. While A.R.S. § 12-2293 authorizes a health care provider to deny a request for
13 records that is reasonably likely to cause substantial harm to a client, the health care provider
14 must note this determination in the client's record and provide to the patient or the patient's
15 health care decision maker a written explanation of the reason for the denial of access.

16 10. Respondent did not properly document Client's record regarding Respondent's
17 determination of the reasonable likelihood of substantial harm to Client.

18 11. Additionally, Respondent did not provide a written explanation to Father
19 regarding the denial of access.

20 12. Despite receiving a Board complaint and representing she understood that
21 parents have a right to their children's records, Respondent did not release the entire clinical
22 record to Father.

23 13. On 07/23/20, Respondent and Client had their last session.

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1 14. Between 07/31/20 – 08/17/20, Respondent attempted to arrange a meeting with
2 Father and Mother via email which included the following:

- 3 a. Determine an ongoing direction of therapeutic care for Client.
- 4 b. It is in Client's best interests to provide continuity of care to address her
5 mental health needs.
- 6 c. It is in Client's best interests to continue a therapeutic relationship with
7 someone Client trusts to address her mental health needs.

8 15. On 08/19/20, Father terminated Client's services with Respondent.

9 16. Despite representing to Father and Mother that it was in Client's best interest to
10 continue a therapeutic relationship, Respondent did not provide behavioral health referrals.

11 17. Respondent represented the following to Board staff regarding providing referrals
12 upon termination of services:

- 13 a. Respondent did not provide referrals because Father indicated he had
14 providers that he preferred to work with.
- 15 b. Respondent did not provide referrals to Mother because Father was going to
16 make the decision about continuing services for Client.

17 18. Additionally, Client's clinical record had the following documentation deficiencies:

- 18 a. Client's 05/08/20 Consent for Treatment was missing several required
19 elements.
- 20 b. The Client record was missing the time spent providing the behavioral health
21 service.
- 22 c. The Client record did not contain a telemedicine consent form, nor did it
23 document the limitations and risks associated with telepractice.

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1 **CONCLUSIONS OF LAW**

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

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

10 3. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(s), Terminating behavioral health services to a client without
12 making an appropriate referral for continuation of care for the client if continuing services are
13 indicated.

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
16 developed by the board:

17 A.A.C. R4-6-1101, Consent for Treatment.

18 A.A.C. R4-6-1103, Client Record.

19 A.A.C. R4-6-1106, Telepractice.

20 **ORDER**

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

23 1. Respondent's license, LPC-18275, will be placed on probation for 12 months,
24 effective from the date of entry as signed below.

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

3 **Clinical Supervision**

4 7. While on probation, Respondent shall submit to clinical supervision for 12 months
5 by a masters or higher level behavioral health professional licensed by the Arizona Board of
6 Behavioral Health Examiners at the independent level. 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 have reviewed the Consent Agreement and include the results of an initial assessment and a
12 supervision plan regarding the proposed supervision of Respondent. The letter from the
13 supervisor shall be submitted to the Board.

14 **Focus and Frequency of Clinical Supervision**

15 8. The focus of the supervision shall relate to working with family cases and
16 documentation. Respondent shall meet individually in person with the supervisor for a minimum
17 of one hour monthly if working fulltime.

18 **Reports**

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

- 23 a. Dates of each clinical supervision session.
- 24 b. A comprehensive description of issues discussed during supervision
25 sessions.

1 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
2 be automatically lifted and payment of the civil penalty shall be made by certified check or
3 money order payable to the Board within 30 days after being notified in writing of the lifting of
4 the stay.

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

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

17 18. If Respondent currently sees clients in their own private practice, and obtains any
18 other type of behavioral health position, either as an employee or independent contractor, where
19 they provide behavioral health services to clients of another individual or agency, they shall
20 comply with requirements set forth in paragraphs 19 through 21 below.

21 19. Within 10 days of the effective date of this Order, if Respondent is working in a
22 position where Respondent provides any type of behavioral health related services or works in a
23 setting where any type of behavioral health, health care, or social services are provided,
24 Respondent shall provide the Board Chair or designee with a signed statement from
25 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
3 copy of the Consent Agreement.

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

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

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 22. 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 23. 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 24. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

22 27. 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.

25 ...

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

2 *Carol Lynne Farmer, MA, LPC*
3 Carol Lynne Farmer, MA, LPC (Feb 1, 2021 10:54 MST)

3 Carol L. Farmer

Feb 1, 2021

Date

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

5 By: *Moli Zavala*
6 _____

7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

Feb 1, 2021

Date

8 **ORIGINAL** of the foregoing filed Feb 1, 2021
9 with:

10 Arizona Board of Behavioral Health Examiners
11 1740 West Adams Street, Suite 3600
12 Phoenix, AZ 85007

12 **EXECUTED COPY** of the foregoing sent electronically Feb 1, 2021
13 to:

14 Mona Baskin
15 Assistant Attorney General
16 2005 North Central Avenue
17 Phoenix, AZ 85004

18 Carol L. Farmer
19 Address of Record
20 Respondent
21
22
23
24
25