

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

2 **In the Matter of:**

3 **Katharina M. Von Rhau, LCSW-0285,**  
4 **Licensed Clinical Social Worker,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0049**


**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 June 1<sup>st</sup>, 2021. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated June 1<sup>st</sup>, 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 June 1<sup>st</sup>, 2021.

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

**Jun 13, 2022**

Date

17  
18 **ORIGINAL** of the foregoing filed **Jun 13, 2022**  
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 **Jun 13, 2022**  
24 to:

25 Katharina M. Von Rhau  
Address of Record  
Respondent

BEFORE THE ARIZONA BOARD  
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Katharina M. Von Rhau, LCSW-0285,  
Licensed Clinical Social Worker,  
In the State of Arizona.

RESPONDENT

CASE NO. 2021-0049

CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Katharina M. Von Rhau (“Respondent”) and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

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

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

3. Respondent has the right to consult with an attorney prior to entering into this 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. LCSW-0285 for the practice of social  
15 work in the state of Arizona.

16 2. In 09/20, Respondent completed an ESA form from the college of an adult  
17 female client ("Client 1") during their first and only session.

18 3. Respondent documented the following on the ESA form:

19 a. "...I recommend that this student's dog be with her at all times."

20 b. "The symptoms of panic attack, depression and dissociation" will be  
21 reduced by having the ESA.

22 c. There is evidence that "...her dog helps her with her panic attacks and  
23 staying grounded."

24 d. Respondent signed the form as a "Psychiatric Social Worker"

25 4. Respondent represented the following to Board staff:

1 a. Respondent based Client 1's diagnosis for the ESA on Client 1's  
2 statements regarding her diagnosis from a previous therapist.

3 b. Respondent admitted she was probably not able to accurately diagnose  
4 Client 1.

5 c. Respondent has never had any education, classes or training in  
6 completing ESA assessments.

7 5. Respondent also admitted that Client 1 informed her that two (2) other therapists  
8 would not sign the ESA and Respondent did not ask why they declined to sign the form.

9 6. In 10/20, Respondent provided an ESA letter to Client 4 and it appears the letter  
10 was provided during their first session.

11 7. Despite not having specialized education, training, supervised experience or  
12 professional credentialing, Respondent completed ESA documents for at least three (3) clients.

13 8. Additionally, Respondent's basis for providing ESA letters was not based on any  
14 type of scientific methodology.

15 9. For these reasons, Respondent exceeded the boundaries of her competence.

16 10. Respondent completed the ESA form for Client 1 despite the following facts:

17 a. Respondent agreed to prepare the ESA form without having met Client 1,  
18 having provided any therapy or conducted any diagnostic testing.

19 b. Respondent accepted Client 1's statements regarding her diagnosis  
20 without obtaining her prior clinical records.

21 c. Respondent completed the ESA form for Client 1 with the knowledge that  
22 other behavioral health professionals refused to complete the form.

23 11. Respondent represented the following regarding how she plans to deal with ESA  
24 documents in the future:

25 a. "I now believe that I was not qualified to do this."

1           b.       Respondent would not take the risk of doing ESAs for clients in the future.

2           12.       After preparing the ESA form for Client 1, Respondent received a call from Client  
3           1's father ("Father").

4           13.       During her conversation with Father, Respondent confirmed that Client 1 visited  
5           Respondent that same day.

6           14.       Respondent represented the following to Board staff regarding the conversation  
7           with Father:

8           a.       Respondent realizes that she made a mistake.

9           b.       According to HIPAA, Respondent should have said that according to  
10           federal and state laws, she cannot divulge that information.

11           c.       Respondent did not have an ROI to release information to Father.

12           15.       By acknowledging her professional relationship with Client 1, Respondent failed  
13           to protect Client 1's confidentiality.

14           16.       Additionally, in defense of her Board complaint, Respondent contacted two (2)  
15           clients, Client 2 and Client 5.

16           17.       In support of her Board complaint, Respondent submitted letters from Client 2  
17           and Client 5 regarding their perspectives of Respondent.

18           18.       Respondent represented the following regarding the letters from Client 2 and  
19           Client 5:

20           a.       Respondent realizes that she made a mistake.

21           b.       According to HIPAA, Respondent should have said that according to  
22           federal and state laws, she cannot divulge that information.

23           c.       Respondent did not have an ROI to release information to Complainant.

24       ...

25       ...

1           19.    Regardless of whether Respondent's clients voluntarily provided the letters of  
2 support, the fact that Respondent engaged in any discussion with her clients about the  
3 complaint was highly inappropriate.

4           20.    As a licensed behavioral health professional, Respondent should have  
5 recognized that the client-counselor relationship should be entirely therapeutic in nature and  
6 never exploited for the benefit of the counselor.

7           21.    Additionally, Respondent's documentation contained the following deficiencies:

- 8           a.    Consent for Treatment
- 9                   ▪    Consent for treatment
  - 10                   ▪   Treatment plan
  - 11                   ▪   Progress notes
  - 12                   ▪   Billing records

13          22.    Based on the documentation issues found in Client 1's clinical record, Board staff  
14 reviewed the clinical records of three (3) random clients and found the following deficiencies.

- 15          a.    Respondent did not complete informed consent forms for Client 2, Client  
16                3 and Client 4 until over 2 years, 2.5 years and 6 months, respectively,  
17                after their first sessions, and not until after Board staff requested random  
18                client records.
- 19          b.    The treatment plans for Client 2, Client 3 and Client 4 were missing  
20                several elements.
- 21          c.    The progress notes for Client 2 and Client 3 were also missing elements.
- 22          d.    The billing records for Client 2 and Client 4 did not meet minimum Board  
23                requirements, and there were no billing records for Client 3.

24          23.    Respondent represented the following to Board staff:

- 25          a.    Respondent admits she should have completed consents for treatment.

1 b. Respondent does not always document a progress note for every  
2 session.

3 c. Respondent prepares progress notes intermittently.

4 d. "I need help with this record keeping, and I'm very open to having a  
5 monitor or whoever teach me how to do this."

6 **CONCLUSIONS OF LAW**

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

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

14 **1.07 Privacy and Confidentiality:**

15 (b) Social workers may disclose confidential information when  
16 appropriate with valid consent from a client or a person legally  
17 authorized to consent on behalf of a client.

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

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

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

25 A.A.C. R4-6-1102, Treatment Plan



1 A.A.C. R4-6-1103, Progress Notes

2 A.A.C. R4-6-1104, Financial and Billing Records

3 5. The conduct and circumstances described in the Findings of Fact constitute a  
4 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the  
5 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship  
6 with a client, former client or supervisee for the benefit or profit of the licensee.

7 **ORDER**

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

10 1. Respondent's license, LCSW-0285, will be placed on probation for 12 months,  
11 effective from the date of entry as signed below.

12 2. Respondent shall not practice under their license, LCSW-0285, unless they are  
13 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
14 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
15 shall immediately notify the Board in writing and shall not practice under their license until they  
16 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
17 All such requests shall be pre-approved by the Board Chair or designee.

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

22 **Continuing Education**

23 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
25 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course

1 addressing current behavioral health documentation standards in Arizona. All required  
2 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
3 Respondent shall submit a certificate of completion of the required continuing education.

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

10 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
11 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
12 hours of continuing education addressing HIPPA Privacy and Confidentiality. All required  
13 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
14 Respondent shall submit a certificate of completion of the required continuing education.

15 **Audit**

16 7. While on probation, Respondent shall submit to an audit of all of their private  
17 practice records by a pre-approved auditor. Within 30 days of this consent agreement,  
18 Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-  
19 approval by the Board Chair or designee. The audit shall be completed within 60 days of the  
20 effective date of this consent agreement. Also within 60 days of the effective date of this  
21 consent agreement, the auditor shall provide an audit report and a proposed audit plan  
22 addressing any deficiencies found during the audit to the Board Chair or designee for review  
23 and approval.

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1 **Practice Monitor**

2 8. While on probation, Respondent shall establish and maintain a relationship with a  
3 practice monitor who is a masters or higher level behavioral health professional licensed at the  
4 independent level. The practice monitor shall provide training and assistance to Respondent  
5 regarding setting up appropriate forms and formats for Respondent's clinical records,  
6 implementing current behavioral health standards of practice related to behavioral health  
7 assessment and treatment planning, providing treatment consistent with the documented  
8 treatment plan, and documenting the treatment provided in accordance with current behavioral  
9 health standards. Respondent and the practice monitor shall review the clinical documentation  
10 produced for each and every active client Respondent sees at least once per month. The  
11 practice monitor shall ensure that Respondent complies with the audit plan approved by the  
12 Board Chair or designee. Respondent shall meet with the practice monitor a minimum of twice a  
13 month for the first 3 months of probation and after that at the recommendation of the practice  
14 monitor, but not less than once a month for the next 9 months of probation.

15 9. Within 30 days of the effective date of this Consent Agreement, Respondent shall  
16 submit the name of a practice monitor for pre-approval by the Board Chair or designee. Also  
17 within 30 days of the effective date of this Consent Agreement, the proposed Practice Monitor  
18 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the practice  
19 monitor shall address why they should be approved, acknowledge that they have reviewed the  
20 Consent Agreement and include the results of an initial assessment and a monitoring plan  
21 regarding the proposed practice monitoring of Respondent. The letter from the proposed  
22 Practice Monitor shall be submitted to the Board.

23 **Monitoring Quarterly Reports**

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

1 this consent agreement that need to be reported and the practice monitor shall notify the Board  
2 if more frequent monitoring is needed. The practice monitor shall submit a final summary report  
3 for review and approval by the Board Chair or designee. The final summary report submitted by  
4 the practice monitor shall address Respondent's competency to engage in independent practice  
5 in accordance with current standards of practice.

6 **Change of Practice Monitor During Probation**

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

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 12. Respondent shall not provide clinical supervision while subject to this Consent  
17 Agreement.

18 **Civil Penalty**

19 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil  
20 penalty against the Respondent in the amount of \$1,000.00.

21 14. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
22 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
24 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
25 be automatically lifted and payment of the civil penalty shall be made by certified check or

1 money order payable to the Board within 30 days after being notified in writing of the lifting of  
2 the stay.

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

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

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

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

25 ...

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
2 copy of the Consent Agreement.

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

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

25 ...

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 21. 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 22. 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 23. Respondent shall bear all costs relating to probation terms required in this  
18 Consent Agreement.

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

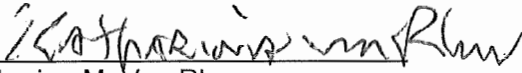
21 25. This Consent Agreement shall be effective on the date of entry below.

22 26. 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.

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

  
Katharina M. Von Rhau

5/28/2021  
Date

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

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

06/01/21  
Date

**ORIGINAL** of the foregoing filed 06/01/21  
with:

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

**EXECUTED COPY** of the foregoing sent electronically 06/01/21  
to:

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Assistant Attorney General  
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Phoenix, AZ 85004

Katharina M. Von Rhau  
Address of Record  
Respondent

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Phoenix, AZ 85016  
Attorney for Respondent