

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

2 **In the Matter of:**

3 **Juniper L. Campbell, LPC-15211,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0089

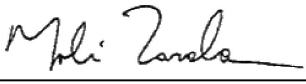
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

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 3rd, 2021. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated June 3rd, 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 3rd, 2021.

15 By: 

16 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Jul 12, 2022

Date

17
18 **ORIGINAL** of the foregoing filed Jul 12, 2022
with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Jul 12, 2022
22 to:

23 Juniper L. Campbell
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Juniper L. Campbell, LPC-15211,**
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CASE NO. 2021-0089
 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), Juniper L. Campbell (“Respondent”) and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
13 a final disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 Consent Agreement.

1 4. Respondent acknowledges and agrees that upon signing this Consent
2 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
3 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
4 original document is ineffective and void unless mutually approved by the parties in writing.

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

25 ...

1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

3 8. Respondent understands that once the Board approves and signs this Consent
4 Agreement, it is a public record that may be publicly disseminated as a formal action of the
5 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

6 9. Respondent further understands that any violation of this Consent Agreement
7 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
8 disciplinary action pursuant to A.R.S. § 32-3281.

9 10. The Board therefore retains jurisdiction over Respondent and may initiate
10 disciplinary action against Respondent if it determines that they have failed to comply with the
11 terms of this Consent Agreement or of the practice act.

12 The Board issues the following Findings of Fact, Conclusions of Law and Order:

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-15211 for the practice of counseling in the
15 state of Arizona.

16 2. On 01/21/19 and 1/28/19, Respondent provided individual behavioral health
17 sessions to an adult female client (“Client”).

18 3. Client’s spouse (“Spouse”) was present during these sessions as a collateral.

19 4. Respondent prepared, signed and gave Client and undated and unaddressed
20 letter, on letterhead from her private practice, that included the following opinions:

21 a. Respondent has deep concerns for the safety and well-being of Client due to
22 the toxic nature of the communication that transpired in Respondent’s office.

23 b. “[Spouse] is dominating, condescending, and narcissistic and [Client] falls
24 into a classic victim codependent role.”

25 ...

1 c. After observing Spouse's attempts to manipulate Respondent to collude with
2 him through "seductive gestures" towards Respondent, Respondent
3 questions Spouse's character.

4 d. Spouse presents as very calculated and extremely manipulative to have his
5 objectives met.

6 e. There are concerns that the marriage was contrived for financial gain and this
7 was under "strong debate" during the therapy sessions.

8 5. Additionally, the letter includes the following statement which appears to
9 diagnose Spouse:

10 a. Respondent would classify Spouse as a sociopathic narcissist as he
11 exhibited no remorse or regret during these sessions.

12 6. Respondent represented the following to Board staff regarding the letter:

13 a. Client requested a summation of the first two sessions and Respondent
14 complied.

15 b. Respondent was aware the letter was going to be used in divorce
16 proceedings.

17 c. At the time Client made the request for a summary, there was no request
18 from the courts.

19 d. Respondent's summation clearly indicates this is a classification, but does not
20 state it is a diagnosis.

21 e. Because Respondent knows the criteria of narcissistic personality disorder,
22 she was able to provide the classification for Spouse as a sociopathic
23 narcissist.

24 f. Respondent felt it was appropriate to write a letter about a collateral to a third
25 party because the letter was protective support for Client.

1 7. Providing an unsolicited opinion of Spouse to the court was outside the scope of,
2 and not congruent with, her therapeutic duties.

3 8. Respondent diagnosed Spouse, who was not her client, as a sociopathic
4 narcissist.

5 9. On 01/21/19, Respondent provided Client with a consent for treatment for
6 individual behavioral health services.

7 10. Despite Spouse being a collateral and not a client, Respondent also provided
8 Spouse with a consent for treatment for individual behavioral health services.

9 11. Additionally, Respondent acknowledged in her response to the complaint that the
10 distinction between client rights and collateral rights were not explained to Spouse.

11 12. Furthermore, Respondent acknowledged not explaining the distinction may have
12 led Spouse to the conclusion that he was a client of Respondent.

13 13. Respondent's documentation had the following deficiencies:

14 a. The consents for treatment for Client and Spouse were missing elements.

15 b. Respondent's 1/28/19 treatment plan for Client was missing elements.

16 c. Respondent's progress notes were missing elements.

17 d. Respondent's intake documentation was missing telepractice elements.

18 14. Respondent took the following remedial measures since receiving the complaint:

19 a. Respondent signed a six (6) agreement with Dr. Laura Waterman for monthly
20 consultations around Respondent's client forms.

21 b. Respondent completed the NASW Staying Out of Trouble course.

22 c. Respondent has completely transitioned to electronic health records.

23 d. Respondent implemented collateral paperwork into her practice

24 e. Respondent provided Board staff clinical template forms that appeared to
25 meet minimum Board requirements.

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)(m), engaging or offering to engage as a licensee in activities
7 that are not congruent with the licensee's professional education, training or experience.

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

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

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

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

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

15 **ORDER**

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

18 1. Respondent's license, LPC-15211, will be placed on probation for 12 months,
19 effective from the date of entry as signed below.

20 2. Respondent shall not practice under their license, LPC-15211, unless they are
21 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
22 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
23 shall immediately notify the Board in writing and shall not practice under their license until they
24 submit a written request to the Board to re-commence compliance with this Consent
25 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

1 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
2 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
3 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
4 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
5 letter, the clinical supervisor must address why they should be approved, acknowledge that they
6 have reviewed the Consent Agreement and include the results of an initial assessment and a
7 supervision plan regarding the proposed supervision of Respondent. The letter from the
8 supervisor shall be submitted to the Board.

9 **Focus and Frequency of Clinical Supervision**

10 8. The focus of the supervision shall relate to current behavioral health
11 documentation standards in Arizona, Board rules and statutes, behavioral health ethics, self-
12 awareness, boundaries and countertransference. Respondent shall meet individually in person
13 with the supervisor for a minimum of two hours monthly if working fulltime.

14 **Reports**

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

- 19 a. Dates of each clinical supervision session.
- 20 b. A comprehensive description of issues discussed during supervision
21 sessions.

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

25 ...

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

5 **Change of Clinical Supervisor During Probation**

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

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

15 13. Respondent shall not provide clinical supervision while subject to this Consent
16 Agreement.

17 **Civil Penalty**

18 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
19 penalty against the Respondent in the amount of \$1,000.00.

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

25 ...

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

3 16. 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 17. 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 18. 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 19 through 21 below.

19 19. 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 20. 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 21. 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 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 Juniper L. Campbell

3 Juniper L. Campbell (Jun 2, 2021 10:20 PDT)

4 Juniper L. Campbell

5 **Jun 2, 2021**

6 Date

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

8 By:

9 M. Zavalala

10 TOBI ZAVALA, Executive Director
11 Arizona Board of Behavioral Health Examiners

12 **Jun 3, 2021**

13 Date

14 **ORIGINAL** of the foregoing filed
15 with:

16 **Jun 3, 2021**

17 Arizona Board of Behavioral Health Examiners
18 1740 West Adams Street, Suite 3600
19 Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically
21 to:

22 **Jun 3, 2021**

23 Mona Baskin
24 Assistant Attorney General
25 2005 North Central Avenue
26 Phoenix, AZ 85004

27 Juniper L. Campbell
28 Address of Record
29 Respondent

30 Charles S. Hover
31 1 N. Central, Suite 900
32 Phoenix, AZ 85004
33 Attorney for Respondent