

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

2 **In the Matter of:**

3 **Katherine G. Garcia, LPC-16744,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0149**


**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 July 21<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 July 21<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 July 21<sup>st</sup>, 2021.

15 By: 

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

Sep 9, 2022

Date

18 **ORIGINAL** of the foregoing filed Sep 9, 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 Sep 9, 2022  
24 to:

25 Katherine G. Garcia  
Address of Record  
Respondent

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

3 **In the Matter of:**

4 **Katherine G. Perez, LPC-16744,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2021-0149**  
**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), Katherine G. Perez ("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

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-16744 for the practice of  
15 counseling in the State of Arizona.

16 2. From 09/18 – 05/21, Respondent provided clinical supervision to an associate  
17 level counselor (“Supervisee”) totaling 76 clinical supervision sessions.

18 3. Respondent acknowledges developing a contemporaneous personal friendship  
19 with Supervisee while providing clinical supervision to Supervisee.

20 4. Respondent represented the following regarding her personal friendship with  
21 Supervisee:

22 a. Prior to hiring Supervisee, Respondent did not have any sort of personal  
23 relationship with Supervisee.

24 b. Respondent and Supervisee developed a friendship about a year after  
25 Supervisee was hired.

- c. Her personal relationship with Supervisee has never had an impact on client care.
- d. They have had many conversations throughout clinical supervision about maintaining professional boundaries.
- e. There has never been a time where there was an inability to remain objective Supervisee.

5. Despite Respondent representing she and Supervisee had many conversations throughout clinical supervision about maintaining professional boundaries, there are no clinical supervision notes documenting Respondent and Supervisee's personal relationship and establishing boundaries.

6. Respondent and Supervisee engaged in a simultaneous professional and personal relationship, which created a potential limitation for an objective professional assessment of Supervisee.

**CONCLUSIONS OF LAW**

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

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

**F.3.a. Extending Conventional Supervisory Relationships:**

Counseling supervisors clearly define and maintain ethical professional, personal, and social relationships with their supervisees. Supervisors consider the risks and benefits of extending current

1 supervisory relationships in any form beyond conventional  
2 parameters. In extending these boundaries, supervisors take  
3 appropriate professional precautions to ensure that judgment is not  
4 impaired and that no harm occurs.

5 **F.3.d. Friends or Family Members:**

6 Supervisors are prohibited from engaging in supervisory relationships  
7 with individuals with whom they have an inability to remain objective.

8 **ORDER**

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

11 1. Respondent's license, LPC-16744, will be placed on probation for 12 months,  
12 effective from the date of entry as signed below.

13 2. Respondent shall not practice under their license, LPC-16744, unless they are  
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
16 shall immediately notify the Board in writing and shall not practice under their license until they  
17 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
18 All such requests shall be pre-approved by the Board Chair or designee.

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

23 **Continuing Education**

24 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock

1 hours in Arizona-specific clinical supervision. All required continuing education shall be pre-  
2 approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
3 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 in boundaries. All required continuing education shall be pre-approved by the Board Chair  
7 or designee. Upon completion, Respondent shall submit a certificate of completion of the  
8 required continuing education

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

14 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
15 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
16 three semester credit hour graduate level behavioral health ethics course from a regionally  
17 accredited college or university, pre-approved by the Board Chair or designee. Upon  
18 completion, Respondent shall submit to the Board an official transcript establishing completion  
19 of the required course.

20 **Clinical Supervision**

21 8. While on probation, Respondent shall submit to clinical supervision for 12 months  
22 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
23 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
24 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
25 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the

1 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
2 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
3 have reviewed the Consent Agreement and include the results of an initial assessment and a  
4 supervision plan regarding the proposed supervision of Respondent. The letter from the  
5 supervisor shall be submitted to the Board.

6 **Focus and Frequency of Clinical Supervision**

7 9. The focus of the supervision shall relate to dual relationships, Board statutes and  
8 rules, supervision, roles, and countertransference. Respondent shall meet individually in person  
9 with the supervisor for a minimum of one hour bi-monthly if working fulltime.

10 **Reports**

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

- 15 a. Dates of each clinical supervision session.
- 16 b. A comprehensive description of issues discussed during supervision  
17 sessions.

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

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

25 ...





1 receives the written request within 10 days or less of the next regularly scheduled Board  
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
4 review.

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

10 19. If Respondent currently sees clients in their own private practice, and obtains any  
11 other type of behavioral health position, either as an employee or independent contractor, where  
12 they provide behavioral health services to clients of another individual or agency, they shall  
13 comply with requirements set forth in paragraphs 20 through 22 below.

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

22 21. If Respondent is not employed as of the effective date of this Order, within 10  
23 days of accepting employment in a position where Respondent provides any type of behavioral  
24 health related services or in a setting where any type of behavioral health, health care, or social  
25 services are provided, Respondent shall provide the Board Chair or designee with a written

1 statement providing the contact information of their new employer and a signed statement from  
2 Respondent's new employer confirming Respondent provided the employer with a copy of this  
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
4 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
5 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
6 employer(s) with a copy of the Consent Agreement.

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

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

24       24. Prior to the release of Respondent from probation, Respondent must submit a  
25 written request to the Board for release from the terms of this Consent Agreement at least 30

1 days prior to the date they would like to have this matter appear before the Board. Respondent  
2 may appear before the Board, either in person or telephonically. Respondent must provide  
3 evidence that they have successfully satisfied all terms and conditions in this Consent  
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
6 that they have addressed the issues contained in this Consent Agreement. In the event that the  
7 Board determines that any or all terms and conditions of this Consent Agreement have not been  
8 met, the Board may conduct such further proceedings as it determines are appropriate to  
9 address those matters.

10 25. Respondent shall bear all costs relating to probation terms required in this  
11 Consent Agreement.

12 26. Respondent shall be responsible for ensuring that all documentation required in  
13 this Consent Agreement is provided to the Board in a timely manner.

14 27. This Consent Agreement shall be effective on the date of entry below.

15 28. This Consent Agreement is conclusive evidence of the matters described herein  
16 and may be considered by the Board in determining appropriate sanctions in the event a  
17 subsequent violation occurs.

18  
19 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

20 *Katherine G. Perez*  
21 Katherine G. Perez

Jul 21, 2021  
Date

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

23 By: *Mpli Zavala*  
24 TOBI ZAVALA, Executive Director  
25 Arizona Board of Behavioral Health Examiners

Jul 21, 2021  
Date

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**ORIGINAL** of the foregoing filed Jul 21, 2021  
with:

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

**EXECUTED COPY** of the foregoing sent electronically Jul 21, 2021  
to:

Mona Baskin  
Assistant Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

Katherine G. Perez  
Address of Record  
Respondent