

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

2 **In the Matter of:**

3 **Jeanette C. Vogan, LPC-13620,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2018-0097


**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 November 24th, 2020. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated November 24th, 2020.

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 November 24th, 2020.

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

Jul 17, 2021

Date

17
18 **ORIGINAL** of the foregoing filed **Jul 17, 2021**
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 **Jul 17, 2021**
24 to:

25 Jeanette C. Vogan
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Jeanette C. Vogan, LPC-13620,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2018-0097
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), Jeanette C. Vogan (“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-13620 for the practice of
15 Counseling in the state of Arizona.

16 2. On 02/10/18, Respondent was arrested and charged with Extreme DUI.

17 3. Respondent's Blood Alcohol Content was measured at 0.317.

18 4. On 02/21/18, Respondent self-reported her Extreme DUI to the Board and
19 represented that she ceased her private practice and entered a residential treatment program.

20 5. In 04/18, the Board reviewed the matter and accepted Respondent's signed
21 Interim Consent Agreement (ICA), which immediately suspended her license.

22 6. In 05/19, Respondent submitted a written request to be released from her ICA.

23 7. In 10/19, Respondent's request to be released from her ICA was denied, as the
24 Board Members expressed the following concerns:

25 ...

- a. Despite Respondent's efforts, the Board Members did not feel that enough time had passed.
- b. A more robust relapse prevention plan was needed.
- c. Respondent has a long history of substance use and denial issues.
- d. Despite her history, Respondent drank on more than one occasion.
- e. There was a concern that Respondent's therapist was not addressing all of Respondent's issues.

8. In 05/20, Respondent submitted a second written request to be released from her ICA.

9. During an 08/25/20 investigative interview with Board staff, Respondent indicated the following:

- a. Her relapse prevention plane consists of attending SMART twice a week.
- b. She currently sees her psychologist approximately once a month.
- c. She has been sober since 3/19.
- d. Respondent feels she is safe and competent to practice.

10. Respondent provided Board staff with two (2) letters written on 11/05/20 and 11/06/20 from Respondent's SMART Recovery Facilitators indicating she continues to attend meetings on a weekly basis.

11. Respondent also sent Board staff an email from a long-time friend of Respondent who has over 30 years of sobriety and vouches for Respondent's commitment to sobriety.

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.

...

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
3 be automatically lifted and payment of the civil penalty shall be made by certified check or
4 money order payable to the Board within 30 days after being notified in writing of the lifting of
5 the stay.

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

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

18 13. If Respondent currently sees clients in their own private practice, and obtains any
19 other type of behavioral health position, either as an employee or independent contractor, where
20 they provide behavioral health services to clients of another individual or agency, they shall
21 comply with requirements set forth in paragraphs 14 through 16 below.

22 14. Within 10 days of the effective date of this Order, if Respondent is working in a
23 position where Respondent provides any type of behavioral health related services or works in a
24 setting where any type of behavioral health, health care, or social services are provided,

25 ...

1 Respondent shall provide the Board Chair or designee with a signed statement from
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
5 copy of the Consent Agreement.

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

16 16. If, during the period of Respondent's probation, Respondent changes
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
18 extended leave of absence for whatever reason that may impact their ability to timely comply
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
20 the Board of their change of employment status. After the change and within 10 days of
21 accepting employment in a position where Respondent provides any type of behavioral health
22 related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee a written
24 statement providing the contact information of their new employer(s) and a signed statement

25 ...

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

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

9 18. Prior to the release of Respondent from probation, Respondent must submit a
10 written request to the Board for release from the terms of this Consent Agreement at least 30
11 days prior to the date they would like to have this matter appear before the Board. Respondent
12 may appear before the Board, either in person or telephonically. Respondent must provide
13 evidence that they have successfully satisfied all terms and conditions in this Consent
14 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
15 this Consent Agreement have been met and whether Respondent has adequately demonstrated
16 that they have addressed the issues contained in this Consent Agreement. In the event that the
17 Board determines that any or all terms and conditions of this Consent Agreement have not been
18 met, the Board may conduct such further proceedings as it determines are appropriate to
19 address those matters.

20 19. Respondent shall bear all costs relating to probation terms required in this
21 Consent Agreement.

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

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

25 ...


1 22. This Consent Agreement is conclusive evidence of the matters described herein
2 and may be considered by the Board in determining appropriate sanctions in the event a
3 subsequent violation occurs.

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

5 
6 Jeanette C Vogan (Nov 23, 2020 15:22 MST)
7 _____
8 Jeanette C. Vogan

9 Nov 23, 2020
10 _____
11 Date

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

13 By: 
14 _____
15 TOBI ZAVALA, Executive Director
16 Arizona Board of Behavioral Health Examiners

17 Nov 24, 2020
18 _____
19 Date

20 **ORIGINAL** of the foregoing filed Nov 24, 2020
21 with:

22 Arizona Board of Behavioral Health Examiners
23 1740 West Adams Street, Suite 3600
24 Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically Nov 24, 2020
to:

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

Jeanette C. Vogan
Address of Record
Respondent

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial
12 review or any other administrative and/or judicial action, concerning the matters related to a
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of
14 this matter.

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

20 6. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

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

4 9. Respondent understands that this Interim Consent Agreement does not alleviate
5 their responsibility to comply with the applicable license-renewal statutes and rules. If this
6 Interim Consent Agreement remains in effect at the time Respondent's behavioral health
7 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
8 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
9 rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
10 become suspended until the Board takes final action in this matter. Once the Board takes final
11 action, in order for Respondent to be licensed in the future, they must submit a new application
12 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

13 10. Respondent understands that any violation of this Interim Consent Agreement
14 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,
15 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
16 action under A.R.S. § 32-3281.

17 Respondent understands and agrees that:

18 **INTERIM FINDINGS OF FACT**

19 1. The Board is the duly constituted authority for licensing and regulating the
20 practice of professional counseling in the State of Arizona.

21 2. Respondent is the holder of License No. LPC-13620.


22 3. On 02/21/18, Respondent self-reported to the Board that she was charged with
23 DUI and subsequently sought services for alcohol related treatment.

24 **INTERIM CONCLUSIONS OF LAW**

25 1. The Board possesses subject matter and personal jurisdiction over Respondent
pursuant to A.R.S. § 32-3251 *et seq.*

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

2 Dated this 9th day of April, 2018.

3
4 By: 
5 TOBI ZAVALA, Executive Director
6 Arizona Board of Behavioral Health Examiners

7 **ORIGINAL** of the foregoing filed

8 This 9th day of April, 2017, with:

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

11 **COPY** of the foregoing mailed via Interagency Mail

12 This 9th day of April, 2017, to:

13 Marc Harris
14 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004-1592

15 **COPY** of the foregoing mailed via

16 Certified mail no. 948900900020049424193
This 9th day of April, 2017, to:

17 Jeanette C. Vogan
18 Address of Record
Respondent