

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 only between 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

25 ...

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LPC-12794 for the practice of
4 counseling in Arizona.

5 2. From 01/17 – 03/18, Respondent provided behavioral health services to an adult
6 female client ("Client").

7 3. At the onset of services, Respondent failed to obtain a signed Consent for
8 Treatment from Client. The signed Consent for Treatment was ultimately obtained from Client in
9 12/17.

10 4. In review of the Consent for Treatment documentation, it fails to include all
11 required elements pursuant to the Board's documentation standards.

12 5. Specifically, the Consent for Treatment failed to include:

- 13 a. Methods for the client to obtain information about the client's record.
14 b. The client's right to be informed of all fees that the client is required to pay
15 and the licensee's refund and collection policies and procedures.

16 6. According to Client, she requested her clinical records both verbally and via
17 email on separate occasions.

18 7. Respondent acknowledged the following related to Client's records:

- 19 a. The only thing she intentionally withheld was the note from her 08/28/17
20 phone call with her life coach ("Life Coach").
21 b. One progress note had been misfiled by her administrative assistant and it
22 was not brought to Respondent's attention until Client mentioned it.
23 c. Respondent did not maintain a copy of the sticky notes in the record because
24 she physically handed them to Client during session following a phone call
25 with Life Coach.

1 8. At the onset of services, Respondent also failed to obtain a signed Treatment
2 Plan for Client. The Treatment Plan was ultimately signed by Client in 12/17.

3 9. Given the significant delay of generating a valid Treatment Plan, it is difficult to
4 recognize the intended nature and agreed upon services prior to obtaining this Treatment Plan.

5 10. At the onset of services, Respondent's progress notes failed to include all
6 required elements pursuant to the Board's documentation standards.

7 11. In 2017, Respondent updated the format of her progress notes, which then
8 appeared to meet all documentation requirements.

9 12. In response to the Board's subpoena for all clinical records in this matter,
10 including any financial and billing records, Respondent failed to timely produce any
11 documentation pertaining to financial agreements or billing.

12 13. According to Client:

13 a. On 01/15/18, Respondent told Client that she was ethically no longer able to
14 work with her.

15 b. On 03/02/18, Client received an email from Respondent terminating their
16 services.

17 c. Respondent did not offer Client a closure session or any referrals.

18 d. Client's issues with abandonment and neglect have escalated after the
19 termination of services with Respondent and Life Coach.

20 14. In response to that matter, Respondent indicated the following:

21 a. On 12/12/17, Respondent first told Client that she was ethically unable to
22 continue treating her.

23 b. Client rejected Respondent's efforts to provide referrals at that time.

24 c. When Respondent had to go to Chicago, Respondent provided an email with
25 referrals for her clients as she had to temporarily suspend their treatment.

1 d. Client decided to stop receiving therapy while Respondent was out of town.

2 e. There was no concern about the continuity of care or abandonment, as Client
3 was not actively seeking additional help.

4 15. Contrary to Respondent's representation, there is no evidence to suggest that
5 Respondent provided an email with any referrals for her clients.

6 16. Also contrary to Respondent's representation, the clinical record appears to
7 suggest that Client did seek help and that additional services were required.

8 17. In Client's 01/15/18 progress note, which was Client's final in-person session with
9 Respondent, Client stated that Respondent traumatized her.

10 18. On 02/28/18, Client sent an email to Respondent indicating that she was
11 checking on what Respondent's schedule was.

12 19. On 04/28/18, Client sent another email to Respondent indicating the following:

13 a. Respondent's treatment of Client caused her a great deal of pain and
14 suffering.

15 b. "I can honestly say that your therapy after August and your termination of my
16 therapy made me worse."

17 20. Lastly, and by her own admission, Respondent sent a 05/07/18 letter to Client
18 indicating in part, "I am saddened to hear of your continued distress...I wish the best for you and
19 that your suffering eases."

20 **CONCLUSIONS OF LAW**

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

24 ...

25 ...

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Continuing Education**

4 4. 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 6 clock
6 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
7 All 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 5. 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 take and pass a
12 three semester credit hour graduate level behavioral health ethics course from a regionally
13 accredited college or university, pre-approved by the Board Chair or designee. Upon
14 completion, Respondent shall submit to the Board an official transcript establishing completion
15 of the required course.

16 **Audit**

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

25 ...

1 **Practice Monitor**

2 7. If any deficiencies are identified during the audit, Respondent shall obtain a
3 Practice Monitor for a minimum of 3 months to address and correct any deficiencies.
4 Respondent shall establish and maintain a relationship with a practice monitor who is a masters
5 or higher level behavioral health professional licensed at the independent level. The practice
6 monitor shall provide training and assistance to Respondent regarding setting up appropriate
7 forms and formats for Respondent's clinical records, implementing current behavioral health
8 standards of practice related to behavioral health assessment and treatment planning, providing
9 treatment consistent with the documented treatment plan, and documenting the treatment
10 provided in accordance with current behavioral health standards. Respondent and the practice
11 monitor shall review the clinical documentation produced for each and every active client
12 Respondent sees at least once per month. The practice monitor shall ensure that Respondent
13 complies with the audit plan approved by the Board Chair or designee.

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

20 **Frequency of Practice Monitor**

21 9. Respondent shall meet with the practice monitor at a minimum of twice monthly
22 for 3 months. Following the first 3 months, the frequency of the practice monitor shall be at the
23 recommendation of the practice monitor. If after 3 months, all deficiencies have been addressed
24 and corrected, the practice monitor may submit a letter to the Board requesting that Respondent
25 be released from this provision.

1 **Monitoring Quarterly Reports**

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

9 **Change of Practice Monitor During Probation**

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

17 **Early Release**

18 12. After completion of the stipulations set forth in this Consent Agreement, and upon
19 the practice monitor's recommendation, Respondent may request early release from the
20 Consent Agenda.

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 13. Respondent shall not provide clinical supervision while subject to this Consent
24 Agreement.

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1 Civil Penalty

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

4 15. Respondent's payment of the civil penalty shall be stayed so long as Respondent
5 remains compliant with the terms of this Consent Agreement. If Board staff determines that
6 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
7 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
8 be automatically lifted and payment of the civil penalty shall be made by certified check or
9 money order payable to the Board within 30 days after being notified in writing of the lifting of
10 the stay.

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

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

23 18. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where
25 ...

1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

21 21. If, during the period of Respondent's probation, Respondent changes
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
23 extended leave of absence for whatever reason that may impact their ability to timely comply
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
25 the Board of their change of employment status. After the change and within 10 days of

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

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

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

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

1 25. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

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

4 27. This Consent Agreement is conclusive evidence of the matters described herein
5 and may be considered by the Board in determining appropriate sanctions in the event a
6 subsequent violation occurs.

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

8 *Barbara Collier*
9 Barbara Collier

2/12/19
Date

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

11 Dated this 19 day of February, 2019.

12
13
14 By:

Tobi Zavala
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

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18 **ORIGINAL** of the foregoing filed

19 This 19 day of February, 2019 with:

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

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

23 This 19 day of February, 2019, to:

24 Marc Harris
25 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

1 **COPY** of the foregoing mailed via
Certified mail no. 9489009000276047001228

2 This 19 day of February, 2019, to:

3 Barbara Collier
4 Address of Record
5 Respondent

6 **COPY** of the foregoing mailed via Mail
This 19 day of February, 2019 to:

7 Jessica Miller
8 Zoldan Law Group, PLLC
9 14500 N. Northsight Blvd., #133
10 Scottsdale, AZ 85260
11 Attorney for Respondent

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