

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

2 **In the Matter of:**

3 **Ann K. Eberhardt, LAC-18272,**
4 **Applicant for Licensed Associate**
5 **Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2020-0015


RELEASE FROM
CONSENT AGREEMENT AND ORDER

8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated July 17, 2019. After consideration, the
10 Board voted to release Respondent from the terms and conditions of the Consent Agreement
11 and Order dated July 17, 2019.

12 **ORDER**

13 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated July 17, 2019.

16 By: 
17 Tobí Zavala (Nov 4, 2024 08:00 MST)
18 **TOBI ZAVALA, Executive Director**
19 **Arizona Board of Behavioral Health Examiners**

Nov 4, 2024

Date

20 **ORIGINAL** of the foregoing filed Nov 4, 2024
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 4, 2024
to:

Ann K. Eberhardt
Address of Record
Respondent

BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

**Ann K. Eberhardt, LAC Applicant,
Applicant for Licensed Associate
Counselor,
In the State of Arizona.**

RESPONDENT

CASE NO. 2020-0015

**CONSENT AGREEMENT
FOR ISSUANCE OF LICENSE**

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), Ann K. Eberhardt ("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.

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

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

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

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

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

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

24 ...
25 ...

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

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

5 **FINDINGS OF FACT**

6 1. On 01/25/19, Respondent submitted their application for licensed associate
7 counselor in Arizona.

8 2. From 01/16 – 09/18, Applicant was previously licensed by the Board as an LAC.

9 3. In 09/18, the Board ordered the revocation of Applicant's LAC license based on
10 serious and unresolved behavioral health issues.

11 4. Prior to the revocation of Applicant's LAC license, the Board offered Applicant an
12 Interim Consent Agreement, which would have suspended Applicant's license until the time that
13 she requested to be released from the Interim Consent Agreement.

14 5. Applicant declined the proposed Interim Consent Agreement and refused to
15 cooperate with the Board's investigation, resulting in the revocation of her LAC license in 09/18.

16 6. In 01/19, Applicant submitted a new LAC application to the Board.

17 7. Applicant's treatment records indicate that, from 08/18 – present, Applicant has
18 been successfully receiving behavioral health services, in which her services include therapy,
19 medication management, and general health care from a primary care physician.

20 8. A 05/19 letter from Applicant's current therapist indicates the following:

- 21 a. Since 01/19, Applicant has been seen for counseling services.
22 b. Applicant has demonstrated good insight into her mental health diagnoses,
23 their associated symptoms, and good self-awareness as to how these
24 symptoms manifested.
25 c. She has been able to take responsibility for her actions.

1 d. She has identified appropriate positive supports in her life and demonstrated
2 willingness to seek support when necessary.

3 9. A 07/19 letter from Applicant's current psychiatric nurse practitioner indicates the
4 following:

5 a. Applicant regularly attends her scheduled appointments and is actively
6 engaged in her treatment plan.

7 b. She has good insight into her symptoms and she has a strong social support
8 system that also helps monitor her mental health symptoms.

9 c. Despite still experiencing some symptoms related to her mood and thought
10 processes, she is overall demonstrating improvement in her psychiatric
11 symptoms.

12 10. Applicant's current employer submitted a letter on behalf of Applicant as follows:

13 a. Since Applicant has joined their agency in 11/18, she has been an asset.

14 b. She approaches her duties with a dedication and patience that is exemplary.

15 c. Applicant will certainly take her responsibilities caring for her future clients
16 seriously, as she has demonstrated with their agency.

17 **CONCLUSIONS OF LAW**

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

21 2. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3275(A)(5) as ordered below.

23 **ORDER**

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

1 Respondent's application to be a licensed professional counselor is approved.

2 **Stayed Suspension**

3 2. As of the effective date of this Consent Agreement, Respondent's license,
4 LA-18272, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed
5 and Respondent's license shall be placed on probation.

6 3. During the stayed suspension portion of the Order, if Respondent is
7 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
8 and Respondent's license shall be automatically suspended as set forth above.

9 4. If Respondent contests the lifting of the stay as it relates to this paragraph,
10 Respondent shall request in writing, within 10 days of being notified of the automatic
11 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
12 and determine if the automatic suspension of Respondent's license was supported by clear and
13 convincing evidence.

14 5. If the written request is received within 10 days of a 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.

17 6. Pending the Board's review, Respondent's license shall be reported as
18 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
19 health professional pending the Board's review. The Board's decision and Order shall not be
20 subject to further review.

21 **Probation**

22 7. The license issued to Respondent pursuant to paragraph 1 will be immediately
23 placed on probation for 24 months.

24 8. Respondent shall not practice under their license, LA-18272, unless they are
25 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,

1 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
2 shall immediately notify the Board in writing and shall not practice under their license until they
3 submit a written request to the Board to re-commence compliance with this Consent
4 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

5 9. In the event that Respondent is unable to comply with the terms and conditions
6 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
7 such time as they are granted approval to re-commence compliance with the Consent
8 Agreement.

9 **Therapy**

10 10. During the period of probation, Respondent shall attend therapy for 24 months
11 with a masters or higher level behavioral health professional licensed at the independent level.
12 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
13 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
14 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
15 a letter addressing why they should be approved, acknowledging that they have reviewed the
16 Consent Agreement and include the results of an initial assessment and a treatment plan
17 regarding the proposed treatment of Respondent.

18 11. Upon approval, the Board will provide the therapist with copies of any required
19 evaluations completed at the request of the Board prior to this Consent Agreement and the
20 Board's investigative report.

21 **Focus and Frequency of Therapy**

22 12. The focus of the therapy shall relate to issues identified in the Board's
23 investigative report and the treatment plan of the provider. Respondent shall meet in person
24 with the therapist twice monthly for 12 months. After the initial 12 months, the frequency may be
25 at the recommendation of the therapist, but not less than once monthly.

1 **Reports**

2 13. Once approved, the therapist shall submit quarterly reports and a final summary
3 report to the Board for review and approval. The quarterly reports shall include issues presented
4 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
5 more frequent therapy is needed. The reports shall address Respondent's current mental health
6 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
7 professional opinion, Respondent becomes unable to practice psychotherapy safely and
8 competently. The final report shall also contain a recommendation as to whether the
9 Respondent should be released from this Consent Agreement.

10 **Nurse Practitioner**

11 14. During the period of probation, Respondent shall receive medication
12 management for 24 months as recommended by a nurse practitioner with expertise in the
13 treatment of behavioral health issues. Within 30 days of the date of this Consent Agreement,
14 Respondent shall submit the name of a nurse practitioner for pre-approval by Board Chair or
15 designee. Respondent may submit the name of their current nurse practitioner for
16 consideration.

17 15. Also within 30 days of the date of this Consent Agreement, the nurse practitioner
18 shall submit a letter addressing why they should be approved, acknowledging that they have
19 reviewed the Consent Agreement and include the results of an initial assessment and a
20 treatment plan regarding the proposed treatment of Respondent. The proposed treatment plan
21 shall address the frequency of medical treatment required.

22 16. Upon approval, the Board will provide the nurse practitioner with copies of any
23 required evaluations completed at the request of the Board prior to this Consent Agreement and
24 the Board's investigative report.

25 ...

1 **Focus and Frequency of Nurse Practitioner Treatment**

2 17. The focus of the nurse practitioner's treatment shall relate to the relevant
3 concerns identified in this Consent Agreement, the evaluations completed at the Board's
4 direction, and/or the Board's investigative report. Respondent shall meet in person with the
5 nurse practitioner in accordance with the frequency identified in the treatment plan approved by
6 the Board Chair or designee.

7 **Treatment Reports**

8 18. Once approved, the nurse practitioner shall submit quarterly reports for review
9 and approval by the Board Chair or designee.

10 19. The reports shall include issues presented in this Consent Agreement and/or the
11 Board's investigative report that need to be reported. The reports shall also address
12 Respondent's current medical status, medications prescribed, if any, treatment
13 recommendations, and shall report if, in their professional opinion, Respondent is unable to
14 practice psychotherapy safely and competently.

15 20. Within 30 days prior to Respondent's written request for release from probation,
16 Respondent's nurse practitioner shall submit a final report for review and approval by the Board
17 Chair or designee. In addition to the issues addressed in previous reports, the final report shall
18 also contain a recommendation as to whether the Respondent should be released from this
19 Consent Agreement.

20 21. If, during the period of Respondent's probation, Respondent's nurse practitioner
21 determines that they cannot continue treatment, they shall notify the Board within 10 days of the
22 end of Respondent's treatment and provide the Board with an interim final report.

23 **Change of Treatment Provider**

24 22. In the event that, during the period of Respondent's probation, Respondent's
25 Board-approved therapist or nurse practitioner discontinues treatment, Respondent shall submit

1 the name of a new therapist or nurse practitioner and their curriculum vitae for pre-approval by
2 the Board Chair or designee within 30 days of the discontinued treatment. Also within 30 days of
3 the date of the discontinued treatment, the proposed therapist or nurse practitioner shall submit
4 a letter addressing why they should be approved, acknowledging that they have reviewed the
5 Consent Agreement, and include the results of an initial assessment and a treatment plan
6 regarding the proposed treatment of Respondent.

7 **GENERAL PROVISIONS**

8 **Provision of Clinical Supervision**

9 23. Respondent shall not provide clinical supervision while subject to this Consent
10 Agreement.

11 **Civil Penalty**

12 24. Subject to the provisions set forth in paragraph 25, the Board imposes a civil
13 penalty against the Respondent in the amount of \$1,000.00.

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

21 26. Within 10 days of being notified of the lifting of the stay, Respondent may request
22 that the matter be reviewed by the Board for the limited purpose of determining whether the
23 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
24 receives the written request within 10 days or less of the next regularly scheduled Board
25 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

8 28. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 29 through 31 below.

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

20 30. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health 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 with a written
24 statement providing the contact information of their new employer and a signed statement from
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

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

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

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

22 33. Prior to the release of Respondent from probation, Respondent must submit a
23 written request to the Board for release from the terms of this Consent Agreement at least 30
24 days prior to the date they would like to have this matter appear before the Board. Respondent
25 may appear before the Board, either in person or telephonically. Respondent must provide

1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 34. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

10 35. Respondent shall be responsible for ensuring that all documentation required in
11 this Consent Agreement is provided to the Board in a timely manner.

12 36. This Consent Agreement shall be effective on the date of entry below.

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

16
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 Ann Eberhardt

Ann Eberhardt (Jul 17, 2019)

19 Ann K. Eberhardt

Jul 17, 2019

Date

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

21 Tobi Zavala

Tobi Zavala (Jul 17, 2019)

22 By:

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

Jul 17, 2019

Date

24 ...

25 ...

1 ORIGINAL of the foregoing filed Jul 17, 2019
with:

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

4 EXECUTED COPY of the foregoing sent electronically Jul 17, 2019
to:

6 Marc Harris
Assistant Attorney General
7 2005 North Central Avenue
Phoenix, AZ 85004

8 Ann K. Eberhardt
9 Address of Record
Respondent

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