

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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.

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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 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.

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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.

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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:

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

4 EXECUTED COPY of the foregoing sent electronically Jul 17, 2019
5 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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