2	In the	Matter of:	
3 4	Licens	na L. Bright, LPC-12462, sed Professional Counselor, State of Arizona.	CASE NO. 2023-0038 RELEASE FROM
5		RESPONDENT	NON-DISCIPLINARY CONSENT AGREEMENT AND ORDER
6			l
7	The Board received a request from Respondent to release them from the terms ar		
8	conditions of the Non-Disciplinary Consent Agreement and Order dated June 10 th , 2023. Afte		
9	consideration, the Board voted to release Respondent from the terms and conditions of th		
10	Non-Disciplinary Consent Agreement and Order dated June 10 th , 2023.		
11	ORDER GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:		
12			
13	Respondent is hereby released from all terms and conditions of the Non-Disciplinal		
	Consent Agreement and Order dated June 10 th , 2023.		
14 15	By:	Mpli Zanola_	Jul 25, 2023
16		TOBI ZAVALA, Executive Director Arizona Board of Behavioral Health Exar	Date miners
17			
18	ORIGI	INAL of the foregoing filed Jul 25, 2023	3
19		a Roard of Robovioral Hoalth Evaminare	
20	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007		
21	EXECUTED COPY of the foregoing sent electronically Jul 25, 2023		
22	to:		
23	Krishna L. Bright Address of Record		
24	Respo		
25			

BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Krishna L. Bright, LPC-12462, Licensed Professional Counselor, In the State of Arizona.

Respondent

CASE NO. 2023-0038

NON-DISCIPLINARY CONSENT AGREEMENT

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(D)(3) and 41-1092.07(F)(5), Krishna L. Bright ("Respondent") and the Board enter into this Non-Disciplinary 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:

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

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

- Respondent understands that once the Board approves and signs this Consent
 Agreement, it shall constitute a public record that may be disseminated as a formal action of the
 Board.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of the Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LPC-12462 for the practice of counseling in the State of Arizona.
- 2. Since 11/08, Respondent has been employed with the agency ("Agency") as a Mental Health Clinician in her most current role.
- On 09/06/22 at approximately 4:00pm, Respondent was informed by Agency's front desk staff that a client ("Client") was driving to Agency for a crisis appointment.
- 4. On 09/06/22, Respondent entered a care coordination note for 4:30pm which included the following:
 - a. Client spoke with Agency's secretary prior to being scheduled since she answered yes to two crisis questions.
 - Respondent was informed of Client's location and that she preferred to come to Agency.

- c. Respondent consulted with Coworker who agreed Respondent needed to call Client to assess safety to determine if Client needed to come in to see a counselor that day or schedule an appointment.
- d. Respondent called Client and when Respondent asked if Client felt she was in crisis or felt like a harm to herself, Client responded "define crisis."
- e. Respondent responded by informing Client of definitions of harm to self, harm to others, and instability of mood to the extent someone feels unsafe.
- f. Client reported not feeling safe but did not indicate that she was going to harm herself or others.
- g. Respondent encouraged Client to come to Agency and when Respondent began giving Client directions, Client interrupted stating she was not coming in and hung up the phone.
- h. Respondent attempted to call Client back and left a voicemail encouraging Client to come in.
- i. A 4:37pm addendum completed by Respondent indicated the following:
 - Respondent consulted with Complainant and it was agreed Respondent would call Client again at 5:00pm.
 - Respondent called and left a voicemail with crisis information and indicated that she had sent the Client other resources through a secure email message.
 - Respondent put a Clinical Care appointment in for the Counselor of the Day for the following day at 9:00am to follow up with Client.
- j. Respondent attempted to call Client back and provide resources following the end of their phone call, but Respondent failed to complete any sort of suicide risk assessment for Client.

k. Respondent did consult with Coworker who assisted in this matter.

- 5. A 09/06/22 addendum completed by Complainant at 5:26pm indicated Complainant called UAPD and requested they check Client's last known location due to concerns about Client's safety, inability to reach Client, and lack of emergency contacts in Client's chart.
 - 6. A 09/06/22 note completed by Coworker at 5:37pm included the following:
 - a. Officer called after receiving a request to check for Client at the 6th street parking garage and asked for more descriptive information.
 - b. Two subsequent addendums completed by Coworker on 09/07/22 indicated the police gathered more information and contacted the Pima County Sheriff's Department who conducted a welfare check at Client's home where family indicated she was fine and at school.
- 7. A 09/07/22 contact note completed by a separate clinician indicated they spoke with Client's aunt who reported that Client bought a gun and bullets and sent pictures to her husband stating she was at a hotel, and Client was subsequently taken to CRC where she denied everything.
- Respondent was subsequently placed on a performance improvement plan for this concern.
- The performance improvement plan was established 09/12/22 and successfully completed on 12/06/22.
- 10. On 03/14/23, Respondent was issued a verbal warning for failing to follow Agency's hospitalization protocol when a separate client was assessed for being a high risk of suicide.

11. In relation to the verbal warning, Respondent's position is that she contacted the client's friend who was with her at the hospital to ensure that the client had arrived and was safe. Respondent had also faxed necessary chart documents to the hospital to coordinate care. Respondent had coordinated a same-day appointment the next morning with another counselor at Agency.

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. Pursuant to A.R.S. § 32-3281(D)(3), if the Board finds that Respondent's conduct is not of sufficient seriousness to merit direct action against them, it may issue a nondisciplinary order requiring Respondent to complete a prescribed number of hours of continuing education in an area or areas prescribed by the Board to provide them with the necessary understanding of current developments, skills, procedures or treatment.

<u>ORDER</u>

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

Continuing Education

1. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing self-care. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

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2. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing suicide risk assessment. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

Licensee Name

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

Early Release

 After completion of the required continuing education, Respondent may request early release from this Consent Agreement.

General Provisions

- 5. Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter presented before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may open up a complaint which will be subject to the provisions of A.R.S. § 32-3281.
- Respondent shall bear all costs relating to completion of all terms required in this Consent Agreement.

'	7. Respondent shall be responsible to	or ensuring that all documentation require	
2	this Consent Agreement is provided to the Board in a timely manner.		
3	8. This Consent Agreement shall be effective on the date of entry below.		
4	9. This Consent Agreement is conclus	sive evidence of the matters described he	
5	and may be considered by the Board in determinin	g appropriate sanctions in future cases.	
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7	PROFESSIONAL ACCEPTS, SIGNS AND	DATES THIS CONSENT AGREEMENT	
8	Krishna Bright	May 22, 2023	
9	Krishna L. Bright	Date	
10	BOARD ACCEPTS, SIGNS AND DATE	ES THIS CONSENT AGREEMENT	
11	By: Mi Zarola	Jun 10, 2023	
12	TOBI ZAVALA, Executive Director	Date	
13	Arizona Board of Behavioral Health Examir	ners	
14			
15	ORIGINAL of the foregoing filed Jun 10, 2023 with:		
16	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007		
17			
18	EXECUTED COPY of the foregoing sent electronically Jun 10, 2023		
19	to:		
20	Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004		
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23	Krishna L. Bright Address of Record		
24	Respondent		
25			

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