

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

3 **In the Matter of:**

4 **Tammie L. Milliken, LPC-18803,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0162
CONSENT AGREEMENT
FOR VOLUNTARY SURRENDER

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), Tammie L. Milliken (“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. Although Respondent does not agree that all the Findings of Fact set forth in this
10 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the
11 Board's position that, if this matter proceeded to formal hearing, the Board could establish
12 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted
13 unprofessional conduct. Therefore, Respondent has agreed to enter this Consent Agreement as
14 an economical and practical means of resolving the issues associated with complaint(s) filed
15 against her. Further, Respondent acknowledges that the Board may use the evidence in its
16 possession relating to this Consent Agreement for purposes of determining sanctions in any
17 further disciplinary matter.

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20 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

25 ...

1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
5 preclude in any way any other state agency or officer or political subdivision of this state from
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
7 in the future relating to this matter or other matters concerning Respondent, including but not
8 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
9 than with respect to the Board, this Consent Agreement makes no representations, implied or
10 otherwise, about the views or intended actions of any other state agency or officer or political
11 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

16 **FINDINGS OF FACT**

17 1. Respondent is the holder of License No. LPC-18803 for the practice of
18 counseling in Arizona.

19 2. From 08/17 – 02/20, Respondent was licensed as an LAC.

20 3. Since 02/20, Respondent was licensed as an LPC.

21 4. From approximately 01/18 – 06/18, Respondent provided trauma therapy
22 services to a client “Client” at an agency “Agency.”

23 5. Respondent represented the following in her written response and during her
24 investigative interview:

25 ...

- a. Respondent maintains a close friendship with Client, but it did not begin until after the therapeutic relationship had ended.
- b. Agency did not provide work emails to its staff, so Client had Respondent's personal email address.
- c. Client reached out to Respondent months after leaving Agency, seeking help.
- d. Client had not been a client of Respondent's since she was in treatment at Agency.
- e. Client contacted Respondent needing resources, and as time went on, Respondent continued to offer support.
- f. Respondent believes the familiarity made it friendlier, even though it was still fairly resource based until Client needed to move to Arizona.
- g. Client moved into Respondent's home, and she lived there for almost a year.

6. Various text message screenshots, dating back to 11/19, show Client being a close member of Respondent's friend group and family.

7. Text communications between Client and Respondent were frequent and occurred almost daily.

8. Respondent's conversations with Client included mentions of Client's eating disorder, Client providing Respondent services such as Reiki and cleaning Respondent's office, and the Board's complaint.

9. Respondent not only befriended a former client of Agency and allowed Client to become an integrated part of her friend and family group, but also moved Client into her home for an extended period of time.

10. Respondent represented the following during her investigative interview:

- a. Respondent did not provide any type of treatment or therapy to Client following the termination of services at Agency, but did provide support.

1 b. When Respondent finished her level one for Internal Family Systems and
2 needed to practice, Client engaged in practice sessions with Respondent.

3 c. During the practice sessions, Client discussed her life and what she was
4 going through in order of Respondent to apply the skills she learned.

5 d. Respondent understands there is a risk in the power dynamic, and it is
6 important to her to be mindful of her power or the perceived power.

7 11. Despite acknowledging a power differential, Respondent still practiced a
8 therapeutic modality with Client, a friend and former client.

9 12. Respondent asserts this method was not being utilized as a therapeutic
10 treatment modality.

11 13. Respondent represented, during her investigative interview, that she believes her
12 friendship with Client ultimately made Client feel supported and she plans to continue her
13 friendship.

14 **CONCLUSIONS OF LAW**

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

18 2. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
20 the ability of the licensee to safely and competently practice the licensee's profession.

21 3. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
23 recognized standards of ethics in the behavioral health profession or that constitutes a danger
24 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

25 **A.6.e. Nonprofessional Interactions or Relationships (Other Than**

1 **Sexual or Romantic Interactions or Relationships):**

2 Counselors avoid entering into nonprofessional relationships with
3 former clients, their romantic partners, or their family members when
4 the interaction is potentially harmful to the client. This applies to both
5 in-person and electronic interactions or relationships.

6 **ORDER**

7 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
8 the provision and penalties imposed as follows:

- 9 1. Respondent's license, LPC-18803, shall be surrendered to the Board, effective
10 from the date of entry as signed below.
- 11 2. The surrender shall be considered a revocation of Respondent's license.

12 **Practice Termination Plan**

13 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall
14 submit a written plan for terminating their private practice for pre-approval by the Board Chair or
15 designee. At a minimum, the proposed termination plan must include each of the following:

- 16 a. A written protocol for the secure storage, transfer and access of the clinical
17 records of Respondent's clients and former clients.
- 18 b. The procedure by which Respondent shall notify each client and former client
19 in a timely manner regarding the future location of the clinical records of
20 Respondent's clients and former clients and how those records can be
21 accessed after the termination of Respondent's practice.
- 22 c. A written protocol for developing an appropriate referral for continuation of
23 care for Respondent's current clients.

1 d. A list of Respondent's current clients and the timeframe for terminating
2 services to each client. The timeframe for terminating services shall not
3 exceed 30 days.

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

5 *Tammie Milliken* Dec 10, 2024
Tammie Milliken (Dec 10, 2024 08:27 MST)
6 Tammie L. Milliken Date

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

8 By: *Tobi Zavala* Dec 16, 2024
Tobi Zavala (Dec 16, 2024 06:20 MST)
9 TOBI ZAVALA, Executive Director Date
10 Arizona Board of Behavioral Health Examiners

11 **ORIGINAL** of the foregoing filed Dec 16, 2024
12 with:

13 Arizona Board of Behavioral Health Examiners
14 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

15 **EXECUTED COPY** of the foregoing sent electronically Dec 16, 2024
16 to:

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

20 Tammie L. Milliken
Address of Record
21 Respondent

22 Sara Stark
Stark Law, P.C.
23 5425 E. Bell Rd., Ste. 107
Scottsdale, AZ 85254
24 Attorney for Respondent