

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

2 **In the Matter of:**

3 **Mamta Gupta, LPC-1623,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

CASE NO. 2021-0015
2021-0019

6 **RESPONDENT**


RELEASE FROM
CONSENT AGREEMENT AND ORDER

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated April 1st, 2021. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated April 1st, 2021.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated April 1st, 2021.

15 By:  Jun 12, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Jun 12, 2023
19 with:

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

23 **EXECUTED COPY** of the foregoing sent electronically Jun 12, 2023
24 to:

25 Mamta Gupta
Address of Record
Respondent

Charles Hover
Renaud Cook Drury Mesaros, PA
One North Central, Ste. 900

1 Phoenix, AZ 85004
2 Attorney for Respondent

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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. 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-1623 for the practice of counseling
15 in Arizona.

16 2. From 12/19 – 08/20, a minor female client (“Client”) received behavioral health
17 services from Respondent.

18 3. In a letter dated 04/09/20 from Respondent to DCS, Respondent went beyond
19 just providing factual information by including the following recommendation:

20 a. Respondent would like to recommend suspending Client’s visitation with
21 Client’s father (“Father”) until the investigation has concluded.

22 4. In 04/16/20, Respondent prepared a letter at the request of Client’s mother
23 (“Mother”) and provided the letter to Mother’s attorney.

24 5. The 04/16/20 letter contained the following recommendations regarding Client,
25 Client’s sister (“Sister”) and the children of Father’s current wife (“Step Mother”):

1 a. Respondent recommends that Father's children do not interact with Step
2 Mother's children until Step Mother's children have all been in counseling for
3 one year.

4 b. If Father is to see his children, Respondent recommends that Step Mother's
5 children not be present until they receive a year of counseling.

6 6. Providing unsolicited recommendations to the court regarding the mental health
7 needs of Step Mother's children was outside the scope of, and not congruent with, her
8 therapeutic duties, especially since Respondent never communicated with or provided services
9 to Step Mother's children.

10 7. Furthermore, Respondent's 04/15/20 progress note for Client 1 indicates the
11 04/16/20 letter was requested so Mother's attorney could file a petition for full custody; thus,
12 revealing that Respondent was aware of the purpose for the letter.

13 8. Respondent made the following representations in her written response to the
14 complaint and during Board Staff's investigative interview.

15 a. Respondent included her recommendation in the 04/09/20 letter to DCS
16 because of the situation Client was in.

17 b. Respondent made no diagnosis or assessment of the other children in the
18 home.

19 c. It was simply a recommendation.

20 d. The children were engaging in age inappropriate behavior and Respondent
21 believes that counseling was an appropriate recommendation.

22 e. Respondent could have written her letter differently.

23 9. Additionally, Respondent's consent for treatment for Client was missing the
24 following elements:

25 a. The benefits, limitations, and potential risks.

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- b. Collections policies and procedures.
- c. Father's signature was not dated.
- 10. Respondent's treatment plan for Client was missing the following elements:
 - a. One or more treatment methods.
 - b. The date when the Client's treatment plan would be reviewed.
 - c. Mother initialed the treatment plan, but did not sign or date it.
 - d. Respondent initialed and dated the treatment plan, but did not sign it.
- 11. A 04/16/20 Release of Information form authorizing Mother's attorney to receive personal health information is missing the following required elements:
 - a. The purpose of the disclosure.
 - b. Understanding that authorization may be revoked at any time.
 - c. The date or circumstance when the authorization expires.
- 12. Respondent's telepractice sessions for Client were missing all six (6) required elements.
- 13. Respondent made the following representations during her interview with Board Staff:
 - a. Respondent is aware of the board's rules regarding documentation.
 - b. Respondent is aware of some document deficiencies in her treatment plan.
 - c. Respondent has a treatment plan template that contains the required elements pursuant to the rules.
 - d. Respondent began using her updated treatment plan in 2017.
 - e. However, Respondent begins by using the initial treatment plan present in Client's record, and after six months to a year, the updated treatment plan form is used.
- ...

1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
7 that are not congruent with the licensee's professional education, training or experience.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
10 developed by the board as it relates to:

11 A.A.C. R4-6-1101, Consent for Treatment

12 A.A.C. R4-6-1102, Treatment Plan

13 A.A.C. R4-6-1105, Confidentiality

14 A.A.C. R4-6-1106, Telepractice

15 **ORDER**

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

18 1. Respondent's license, LPC-1623, will be placed on probation for 24 months,
19 effective from the date of entry as signed below.

20 2. Respondent shall not practice under their license, LPC-1623, unless they are
21 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
22 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
23 shall immediately notify the Board in writing and shall not practice under their license until they
24 submit a written request to the Board to re-commence compliance with this Consent
25 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision
5 sessions.

6 7. All quarterly supervision reports shall include a copy of clinical supervision
7 documentation maintained for that quarter. All clinical supervision documentation maintained by
8 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

9 8. After Respondent's probationary period, the supervisor shall submit a final
10 summary report for review and approval by the Board Chair or designee. The final report shall
11 also contain a recommendation as to whether the Respondent should be released from this
12 Consent Agreement.

13 **Change of Clinical Supervisor During Probation**

14 9. If, during the period of Respondent's probation, the clinical supervisor determines
15 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
16 the end of supervision and provide the Board with an interim final report. Respondent shall
17 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
18 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
19 proposed clinical supervisor shall provide the same documentation to the Board as was required
20 of the initial clinical supervisor.

21 **Audit**

22 10. While on probation, Respondent shall submit to an audit of all of their private
23 practice records by a pre-approved auditor. Within 30 days of this consent agreement,
24 Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-
25 approval by the Board Chair or designee. The audit shall be completed within 60 days of the

1 effective date of this consent agreement. Also within 60 days of the effective date of this
2 consent agreement, the auditor shall provide an audit report and a proposed audit plan
3 addressing any deficiencies found during the audit to the Board Chair or designee for review
4 and approval.

5 **Practice Monitor**

6 11. While on probation, Respondent shall establish and maintain a relationship with a
7 practice monitor who is a masters or higher level behavioral health professional licensed at the
8 independent level. The practice monitor shall provide training and assistance to Respondent
9 regarding setting up appropriate forms and formats for Respondent's clinical records,
10 implementing current behavioral health standards of practice related to behavioral health
11 assessment and treatment planning, providing treatment consistent with the documented
12 treatment plan, and documenting the treatment provided in accordance with current behavioral
13 health standards. Respondent and the practice monitor shall review the clinical documentation
14 produced for each and every active client Respondent sees at least once per month. The
15 practice monitor shall ensure that Respondent complies with the audit plan approved by the
16 Board Chair or designee. Respondent shall meet with the practice monitor a minimum of once a
17 quarter for the first 6 months of probation and after at the recommendation of the practice
18 monitor. Early release may be requested after 12 months at the recommendation of the practice
19 monitor.

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

1 regarding the proposed practice monitoring of Respondent. The letter from the proposed
2 Practice Monitor shall be submitted to the Board.

3 **Monitoring Quarterly Reports**

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

11 **Change of Practice Monitor During Probation**

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

19 **Therapy**

20 15. During the period of probation, Respondent shall attend therapy for 12 months
21 with a masters or higher level behavioral health professional licensed at the independent level.
22 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
23 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
24 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
25 a letter addressing why they should be approved, acknowledging that they have reviewed the

1 Consent Agreement and include the results of an initial assessment and a treatment plan
2 regarding the proposed treatment of Respondent.

3 16. Upon approval, the Board will provide the therapist with copies of any required
4 evaluations completed at the request of the Board prior to this Consent Agreement and the
5 Board's investigative report.

6 **Focus and Frequency of Therapy**

7 17. The focus of the therapy shall relate to counter transference, cultural awareness,
8 and boundaries. Respondent shall meet in person with the therapist twice monthly for the first 6
9 months, and after that at the recommendation of the therapist, but no less than once monthly for
10 the next 6 months. Early release may be requested after 12 months at the recommendation of
11 the therapist.

12 **Reports**

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

21 **Change of Therapist**

22 19. In the event that, during the period of Respondent's probation, Respondent's
23 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
24 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
25 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued

1 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
2 acknowledging that they have reviewed the Consent Agreement, and include the results of an
3 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 20. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 **Civil Penalty**

9 21. Subject to the provisions set forth in paragraph 22, the Board imposes a civil
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

6 25. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 26 through 28 below.

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

18 27. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

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

20 30. Prior to the release of Respondent from probation, Respondent must submit a
21 written request to the Board for release from the terms of this Consent Agreement at least 30
22 days prior to the date they would like to have this matter appear before the Board. Respondent
23 may appear before the Board, either in person or telephonically. Respondent must provide
24 evidence that they have successfully satisfied all terms and conditions in this Consent
25 Agreement. The Board has the sole discretion to determine whether all terms and conditions of

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

6 31. Respondent shall bear all costs relating to probation terms required in this
7 Consent Agreement.

8 32. Respondent shall be responsible for ensuring that all documentation required in
9 this Consent Agreement is provided to the Board in a timely manner.

10 33. This Consent Agreement shall be effective on the date of entry below.

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

14
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

16 *TEST - Mamta Gupta* Digitally signed by TEST - Mamta
Gupta
Date: 2021-03-23 16:55:20-07:00

17 Mar 23, 2021

Mamta Gupta

Date

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

19 By: *Mpli Zavala*

April 1, 2021

20 TOBI ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

Date

22 **ORIGINAL** of the foregoing filed April 1, 2021
23 with:

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

April 1, 2021

1 **EXECUTED COPY** of the foregoing sent electronically _____
to:

2
3 Mona Baskin
4 Assistant Attorney General
5 2005 North Central Avenue
6 Phoenix, AZ 85004

7 Mamta Gupta
8 Address of Record
9 Respondent

10 Charles Hover
11 Renaud Cook Drury Mesaros, PA
12 One North Central, Ste. 900
13 Phoenix, AZ 85004
14 Attorney for Respondent

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