

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

2 **In the Matter of:**

3 **Nancy C. Skocy, LPC-1851,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0038

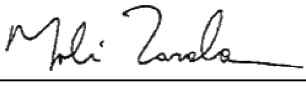
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated February 25th, 2021. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated February 25th, 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 February 25th, 2021.

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

May 16, 2022
Date

17
18 **ORIGINAL** of the foregoing filed May 16, 2022
with:

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

22 **EXECUTED COPY** of the foregoing sent electronically May 16, 2022
to:

23 Nancy C. Skocy
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Nancy C. Skocy, LPC-1851,**
5 **[Licensed Professional Counselor**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0038
CONSENT AGREEMENT

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), Nancy C. Skocy ("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. 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
25

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-1851 for the practice of counseling
15 in the state of Arizona.

16 2. From 09/12 – 09/20, an adult female client (“Client”) received behavioral health
17 services from Respondent.

18 3. Respondent did not prepare a treatment plan for Client throughout the entire
19 course of Client’s treatment.

20 4. Respondent’s progress notes for Client were missing several elements.

21 5. Respondent’s billing statement for nearly four-hundred sessions with Client
22 contained the following deficiencies:

- 23 a. Sixty (60) billing records that do not have corresponding progress notes.
- 24 b. Twenty-three (23) billing records with mismatched progress note dates.
- 25 c. One (1) session that appears to be billed twice.

1 6 Respondent's telepractice sessions for Client were missing numerous elements.

2 7. Additionally, Respondent failed to prepare progress notes for sessions she had
3 with Client approximately sixteen (16) percent of the time.

4 8. Respondent made the following representations to Board Staff:

5 a. Respondent does not believe she documented which modalities she used
6 throughout treatment.

7 b. Respondent attempts to create progress notes for every session but is not
8 always able to.

9 c. Respondent only misses about 1 out of every 100 progress notes.

10 d. Despite not being able to create a progress note for every session,
11 Respondent always bills for every session.

12 e. Respondent does not reconcile billing records with progress notes to ensure
13 there is a progress note for each billing record.

14 9. In a letter from Respondent to a family court judge ("Judge"), Respondent shared
15 the following opinions about Client's minor son ("Son"):

16 a. Son's symptoms show up in three (3) main categories:

17 ▪ Reliving

18 ▪ Avoiding

19 ▪ Increased arousal

20 b. After spending time at the home of Client's ex-husband ("Ex-husband"), Son
21 has shown signs of distress.

22 10. Additionally, during an interview with a court evaluator ("Evaluator"), Respondent
23 provided the following opinions about Son Ex-husband:

24 a. Ex-husband is "working on anger management but not domestic violence
25 issues" in his treatment.

1 b. Client recognizes Son's PTSD symptoms, but Ex-husband does not.

2 c. Ex-husband's lack of accountability for domestic violence, coercive controlling
3 violence, lack of insight and limited ability to meet Son's needs has continued
4 to affect Client's ability to make progress in her treatment.

5 11. Respondent provided these opinions despite having never met Son or Ex-
6 husband.

7 12. Furthermore, during her interview with Evaluator, Respondent referred to Ex-
8 husband as "the effing dad."

9 **CONCLUSIONS OF LAW**

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

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

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

17 A.A.C. R4-6-1103, Client Record.

18 A.A.C. R4-6-1104, Financial and Billing Records.

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

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

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

1 **ORDER**

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

4 1. Respondent's license, LPC-1851, will be placed on probation for 12 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LPC-1851, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

12 3. In the event that Respondent is unable to comply with the terms and conditions
13 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
14 such time as they are granted approval to re-commence compliance with the Consent
15 Agreement.

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
20 addressing current behavioral health documentation standards in Arizona. All required
21 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
22 Respondent shall submit a certificate of completion of the required continuing education.

23 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
25 hours of continuing education addressing current behavioral health documentation standards in

1 Arizona. All required continuing education shall be pre-approved by the Board Chair or
2 designee. Upon completion, Respondent shall submit a certificate of completion of the required
3 continuing education.

4 **Clinical Supervision**

5 6. While on probation, Respondent shall submit to clinical supervision for 12 months
6 by a masters or higher level behavioral health professional licensed by the Arizona Board of
7 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
8 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
9 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
10 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
11 letter, the clinical supervisor must address why they should be approved, acknowledge that they
12 have reviewed the Consent Agreement and include the results of an initial assessment and a
13 supervision plan regarding the proposed supervision of Respondent. The letter from the
14 supervisor shall be submitted to the Board.

15 **Focus and Frequency of Clinical Supervision**

16 7. The focus of the supervision shall relate to current behavioral health
17 documentation standards in Arizona, letters to the court, and Board rules and statutes.
18 Respondent shall meet individually in person with the supervisor for a minimum of one hour
19 monthly if working fulltime.

20 **Reports**

21 8. Once approved, the supervisor shall submit quarterly reports for review and
22 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
23 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
24 more frequent supervision is needed. Quarterly reports shall include the following:

25 ...

- a. Dates of each clinical supervision session.
- b. A comprehensive description of issues discussed during supervision sessions.

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

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

Change of Clinical Supervisor During Probation

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

Audit

12. While on probation, Respondent shall submit to an audit of all of their private practice records by a pre-approved auditor. Within 30 days of this consent agreement, Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-approval by the Board Chair or designee. The audit shall be completed within 60 days of the effective date of this consent agreement. Also within 60 days of the effective date of this consent agreement, the auditor shall provide an audit report and a proposed audit plan

1 addressing any deficiencies found during the audit to the Board Chair or designee for review
2 and approval.

3 **Practice Monitor**

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

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

25 ...

1 **Monitoring Quarterly Reports**

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

9 **Change of Practice Monitor During Probation**

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

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 17. Respondent shall not provide clinical supervision while subject to this Consent
20 Agreement.

21 **Civil Penalty**

22 18. Subject to the provisions set forth in paragraph 19, the Board imposes a civil
23 penalty against the Respondent in the amount of \$1,000.00.

24 19. Respondent's payment of the civil penalty shall be stayed so long as Respondent
25 remains compliant with the terms of this Consent Agreement. If Board staff determines that

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
3 be automatically lifted and payment of the civil penalty shall be made by certified check or
4 money order payable to the Board within 30 days after being notified in writing of the lifting of
5 the stay.

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

13 21. The Board reserves the right to take further disciplinary action against
14 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
15 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
16 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
17 and the period of probation shall be extended until the matter is final.

18 22. If Respondent currently sees clients in their own private practice, and obtains any
19 other type of behavioral health position, either as an employee or independent contractor, where
20 they provide behavioral health services to clients of another individual or agency, they shall
21 comply with requirements set forth in paragraphs 23 through 25 below.

22 23. Within 10 days of the effective date of this Order, if Respondent is working in a
23 position where Respondent provides any type of behavioral health related services or works in a
24 setting where any type of behavioral health, health care, or social services are provided,
25 Respondent shall provide the Board Chair or designee with a signed statement from

1 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
4 copy of the Consent Agreement.

5 24. If Respondent is not employed as of the effective date of this Order, within 10
6 days of accepting employment in a position where Respondent provides any type of behavioral
7 health related services or in a setting where any type of behavioral health, health care, or social
8 services are provided, Respondent shall provide the Board Chair or designee with a written
9 statement providing the contact information of their new employer and a signed statement from
10 Respondent's new employer confirming Respondent provided the employer with a copy of this
11 Consent Agreement. If Respondent does not provide the employer's statement to the Board
12 within 10 days, as required, Respondent's failure to provide the required statement to the Board
13 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
14 employer(s) with a copy of the Consent Agreement.

15 25. If, during the period of Respondent's probation, Respondent changes
16 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
17 extended leave of absence for whatever reason that may impact their ability to timely comply
18 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
19 the Board of their change of employment status. After the change and within 10 days of
20 accepting employment in a position where Respondent provides any type of behavioral health
21 related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee a written
23 statement providing the contact information of their new employer(s) and a signed statement
24 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
25 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

1 the Board within 10 days, as required, Respondent's failure to provide the required statement to
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
3 Respondent's employer(s) with a copy of the Consent Agreement.

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

7 27. Prior to the release of Respondent from probation, Respondent must submit a
8 written request to the Board for release from the terms of this Consent Agreement at least 30
9 days prior to the date they would like to have this matter appear before the Board. Respondent
10 may appear before the Board, either in person or telephonically. Respondent must provide
11 evidence that they have successfully satisfied all terms and conditions in this Consent
12 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
13 this Consent Agreement have been met and whether Respondent has adequately demonstrated
14 that they have addressed the issues contained in this Consent Agreement. In the event that the
15 Board determines that any or all terms and conditions of this Consent Agreement have not been
16 met, the Board may conduct such further proceedings as it determines are appropriate to
17 address those matters.

18 28. Respondent shall bear all costs relating to probation terms required in this
19 Consent Agreement.

20 29. Respondent shall be responsible for ensuring that all documentation required in
21 this Consent Agreement is provided to the Board in a timely manner.


22 30. This Consent Agreement shall be effective on the date of entry below.

23 31. This Consent Agreement is conclusive evidence of the matters described herein
24 and may be considered by the Board in determining appropriate sanctions in the event a
25 subsequent violation occurs.

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

2 
3 Nancy C. Skocy

Feb 24, 2021
Date

4 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**
5 By: 
6 TOBI ZAVALA, Executive Director
7 Arizona Board of Behavioral Health Examiners

Feb 25, 2021
Date

8 **ORIGINAL** of the foregoing filed Feb 25, 2021
9 with:

10 Arizona Board of Behavioral Health Examiners
11 1740 West Adams Street, Suite 3600
12 Phoenix, AZ 85007

Feb 25, 2021

13 **EXECUTED COPY** of the foregoing sent electronically
14 to:

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

19 Nancy C. Skocy
20 Address of Record
21 Respondent

22 T. Scott King
23 Broening Oberg Woods & Wilson, P.C.
24 2800 N. Central Ave., Ste 1600
25 Phoenix, Arizona 85004
26 Attorney for Respondent