

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

2 **In the Matter of:**

3 **Tara L. Pitts, LAC-15719,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0061


**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 September 16th, 2021. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated September 16th, 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 September 16th, 2021.

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

Jul 12, 2022
Date

17
18 **ORIGINAL** of the foregoing filed Jul 12, 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 Jul 12, 2022
to:

23 Tara L. Pitts
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Tara L. Pitts, LAC-15719,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0061
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), Tara L. Pitts (“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

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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. LAC-15719 for the practice of
15 counseling in the State of Arizona.

16 2. On 11/02/20, Respondent was involuntarily terminated from a behavioral health
17 agency ("Agency") for falsifying behavioral health documents.

18 3. Agency's records indicate that over a period of approximately two (2) months,
19 from 08/12/20 – 10/09/20, Respondent prepared 30 billing records with the following
20 discrepancies based on Agency's WebEx logs:

- 21 a. 3 of the 30 records were underbilled.
- 22 b. 9 of the 30 records were overbilled for less than 10 minutes.
- 23 c. 18 of the 30 records were overbilled by more than 10 minutes.
- 24 d. 8 of the 30 records were overbilled by more than 30 minutes.
- 25 e. 2 sessions had billing times that overlapped for 62 minutes.

1 4. Agency records indicate Respondent entered erroneous notes, along with
2 corresponding altered emails, in the clinical records of three separate clients as follows:

3 a. Client 1

- 4 • A note entered by Respondent indicates she sent an email to
5 Client 1 on 09/21/20.
- 6 • The record contains a corresponding email that is dated 09/21/20.
- 7 • However, Agency's IT department concluded the email was sent
8 on 09/30/20, not 09/21/20.

9 b. Client 2

- 10 • A note entered by Respondent indicates she sent an email to
11 Client 2 on 09/21/20.
- 12 • The record contains a corresponding email that is dated 09/21/20.
- 13 • However, Agency's IT department concluded the email was sent
14 on 10/02/20, not 09/21/20.

15 c. Client 3

- 16 • A note entered by Respondent indicates she sent an email to
17 Client 3 on 09/21/20.
- 18 • The record contains a corresponding email that is dated 09/21/20.
- 19 • However, Agency's IT department concluded the email was sent
20 on 10/02/20, not 09/21/20.

21 5. Respondent represented the following regarding the overbilled records:

22 a. Respondent was not given any direction on how to use WebEx.

23 b. Respondent had to run sessions on her personal cellphone through
24 WebEx.

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- c. Respondent did not have a Wifi password for Agency and there were many times that her group would have to switch to telephonic sessions.
- d. Continuing the group sessions via telephone would not record the time that the rest of the session took place
- e. Respondent would write down the times on a piece of paper and may have accidentally made a typo on the times.
- f. Respondent did not document what phone she used when contacting clients and so Agency would not be able to track those calls.
- g. Respondent had no motive to overbill since there were no bonuses or commissions.
- h. Respondent denied having difficulty meeting her quotas or keeping up with her caseload.

6. Respondent represented the following regarding the altered emails:

- a. Respondent denied falsifying or backdating the emails.
- b. For the three (3) emails in question, Respondent sent them out on 09/21/20 and then emailed those clients a second time on 09/30/20 and 10/02/20 by copy and pasting the original message.
- c. Agency was only able to locate the emails dated from 09/21/20 because Respondent deletes her emails, including from the recycle bin because she is OCD about staying organized.
- d. When advised by Board staff that Agency's investigation revealed Respondent did not delete her emails until she was confronted about the issue, Respondent denied this representation.

1 e. When advised by Board staff that Agency reported receiving a call from
2 one of the three (3) clients confirming that an email was not sent on
3 09/12/21, Respondent indicated that did not make sense.

4 7. Over a two-month period, Respondent overbilled 27 sessions, which translates to
5 Respondent overbilling approximately every other day during that period of time.

6 **CONCLUSIONS OF LAW**

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

10 2. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(b), using fraud or deceit in connection with rendering services
12 as a licensee or in establishing qualifications pursuant to this chapter.

13 **ORDER**

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

16 1. Respondent's license, LAC-15719, will be placed on probation for 12 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LAC-15719, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Continuing Education**

4 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
6 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
7 addressing clinical documentation best practices and proper record keeping. All required
8 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
9 Respondent shall submit a certificate of completion of the required continuing education.

10 **Early Release**

11 5. After completion of the continuing education requirements set forth in this
12 Consent Agreement, Respondent may request early release from the Consent Agreement if all
13 other terms of the Consent Agreement have been met.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 6. Respondent shall not provide clinical supervision while subject to this Consent
17 Agreement.

18 **Civil Penalty**

19 7. Subject to the provisions set forth in paragraph 8, the Board imposes a civil
20 penalty against the Respondent in the amount of \$1,000.00.

21 8. Respondent's payment of the civil penalty shall be stayed so long as Respondent
22 remains compliant with the terms of this Consent Agreement. If Board staff determines that
23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
24 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
25 be automatically lifted and payment of the civil penalty shall be made by certified check or

1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

15 11. If Respondent currently sees clients in their own private practice, and obtains any
16 other type of behavioral health position, either as an employee or independent contractor, where
17 they provide behavioral health services to clients of another individual or agency, they shall
18 comply with requirements set forth in paragraphs 12 through 14 below.

19 12. Within 10 days of the effective date of this Order, if Respondent is working in a
20 position where Respondent provides any type of behavioral health related services or works in a
21 setting where any type of behavioral health, health care, or social services are provided,
22 Respondent shall provide the Board Chair or designee with a signed statement from
23 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

25 ...

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

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

25 ...

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

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

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

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

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

21 19. This Consent Agreement shall be effective on the date of entry below.

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


25 ...

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

2 
3 Tara Pitts (Sep 15, 2021 21:58 PDT)
4 Tara L. Pitts

Sep 15, 2021
 Date

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

5 By: 
6 _____
7 TOBI ZAVALA, Executive Director
 Arizona Board of Behavioral Health Examiners

Sep 16, 2021
 Date

8 **ORIGINAL** of the foregoing filed Sep 16, 2021
9 with:

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

12 **EXECUTED COPY** of the foregoing sent electronically Sep 16, 2021
13 to:

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

17 Tara L. Pitts
18 Address of Record
19 Respondent