

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

2 **In the Matter of:**

3 **Skylar A. Cook, LPC-21161,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0090

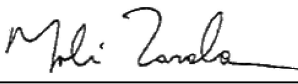
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated July 27th, 2021. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated July 27th, 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 July 27th, 2021.

15 By: 

16 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Sep 9, 2022

Date

17
18 **ORIGINAL** of the foregoing filed Sep 9, 2022
with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Sep 9, 2022
22 to:

23 Skylar A. Cook
Address of Record
24 Respondent

25 Charles Hover III
Chelle Law
5425 E. Bell Rd., Ste. 107

1 Scottsdale, AZ 85254
2 Attorney for Respondent

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

3 **In the Matter of:**

4 **Skylar A. Cook, LAC-19047,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0090
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), Skylar A. Cook ("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. LAC-19047 for the practice of
15 counseling in Arizona.

16 2. From 10/20 – 1/20, Respondent provided behavioral health services to a minor
17 female client (“Client 1”) and her mother (“Client 2”) at a behavioral health agency (“Agency”).

18 3. In 10/20 Respondent prepared consent for treatment documentation for
19 Client 1.

20 4. However, Respondent did not prepare Consent for Treatment documentation for
21 Client 2 until 01/22/21, after his last session with Client 2.

22 5. Respondent’s progress notes had the following issues:

- 23 a. All the notes are listed as individual appointments despite both Client 1 and
24 Client 2 attending the sessions.

25 ...

1 b. Notes for 3 sessions in 10/20, 11/20 and 12/20 indicate they were updated
2 and electronically signed by Respondent on 01/22/21.

3 6. The clinical record also contains 7 separate chart notes that were created
4 between 02/15/21 – 02/16/21, over one month after Client 1 and Client 2's last session with
5 Respondent.

6 7. Despite Client 2's son ("Son") being actively involved in at least one session,
7 Respondent did not have or prepare collateral documentation.

8 8. Respondent represented the following to Board staff:

9 a. Respondent's supervisor suggested Respondent leave the notes unlocked.

10 b. **NOTE:** Respondent's supervisor sent Board staff an email indicating he
11 instructed Respondent to leave the notes unlocked.

12 c. Respondent did not modify the progress notes or add content to them prior to
13 locking them.

14 d. Respondent's chart notes are all dated in 02/21 because he had entered
15 them in the system, but did not submit them until then.

16 e. Respondent requested Client 2 sign the consent for treatment forms for
17 herself after their last session when he realized Client 2 had not signed them.

18 f. It was an oversight not to provide Son with any consent documentation.

19 9. Additionally, the clinical record contained a treatment plan that includes
20 signatures that are dated 10/19/20 by Client 2 and Respondent, despite the footnote area of the
21 document indicating it was created on 10/26/20.

22 10. Respondent initially represented the following to Board staff:

23 a. The treatment plan was created a few days after their 10/23/20 session.

24 b. Respondent then sent the treatment plan to Client 2 via email to review and
25 sign.

1 c. **NOTE:** Respondent indicated he could not produce these email exchanges.

2 d. Client 2 had a hard time putting a date on the treatment plan.

3 e. Respondent put the 10/19/20 date on it instead, but added the wrong date.

4 11. Based on the date discrepancies in the treatment plan, Board staff obtained
5 Respondent's email communication with Client 2 from Agency.

6 12. An email obtained from Agency revealed that Respondent sent the treatment
7 plan Client 2 for her signature on 01/22/21, not on 10/26/21.

8 13. Respondent represented the following to Board staff during a follow-up interview:

9 a. The treatment plan was emailed on 1/22/21, not on 10/26/21.

10 b. Despite indicating in his first interview that he entered the 10/19/21 date,
11 Respondent now represented that Client 2 entered the date.

12 c. When this discrepancy was brought to his attention, Respondent indicated he
13 does not remember if he added the date.

14 14. At a minimum, and by his own admission, Respondent signed a treatment plan
15 that was backdated over 3 months.

16 **CONCLUSIONS OF LAW**

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

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

23 a. A.A.C. R4-6-1101, Consent for Treatment

24 b. A.A.C. R4-6-1102, Treatment Plan

25 c. A.A.C. R4-6-1103, Client Record

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, LAC-19047, 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, LAC-19047, 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 take and pass a
19 three semester credit hour graduate level behavioral health documentation course from a
20 regionally accredited college or university, pre-approved by the Board Chair or designee. Upon
21 completion, Respondent shall submit to the Board an official transcript establishing completion
22 of the required course.

23 **Clinical Supervision**

24 5. While on probation, Respondent shall submit to clinical supervision for 12 months
25 by a masters or higher level behavioral health professional licensed by the Arizona Board of

1 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
2 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
3 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
4 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
5 letter, the clinical supervisor must address why they should be approved, acknowledge that they
6 have reviewed the Consent Agreement and include the results of an initial assessment and a
7 supervision plan regarding the proposed supervision of Respondent. The letter from the
8 supervisor shall be submitted to the Board.

9 **Focus and Frequency of Clinical Supervision**

10 6. The focus of the supervision shall relate to HIPAA compliance; Board's statutes
11 and rules; documentation; safety practices; session management. Respondent shall meet
12 individually in person with the supervisor for a minimum of one hour bi-weekly for the first three
13 months if working full time, and after that at the recommendation of the clinical supervisor, but
14 not less than once monthly if working full time.

15 **Reports**

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

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

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

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

5 **Change of Clinical Supervisor During Probation**

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

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

15 11. Respondent shall not provide clinical supervision while subject to this Consent
16 Agreement.

17 **Civil Penalty**

18 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil
19 penalty against the Respondent in the amount of \$1,000.00.

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

3 14. 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 15. 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 16. 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 17 through 19 below.

19 17. 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 18. 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 19. 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 20. 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 21. 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 22. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 23. 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 24. This Consent Agreement shall be effective on the date of entry below.

22 25. 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.

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PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

SKC
Skylar Cook (Jul 27, 2021 09:58 PDT)
Skylar A. Cook

Jul 27, 2021
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: M. Zavala
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Jul 27, 2021
Date

ORIGINAL of the foregoing filed Jul 27, 2021
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Arizona Board of Behavioral Health Examiners
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Phoenix, AZ 85007

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to:

Mona Baskin
Assistant Attorney General
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Phoenix, AZ 85004

Skylar A. Cook
Address of Record
Respondent

Charles Hover
Renaud Cook Drury Mesaros PA
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