

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

In the Matter of:

**Scott L. Peterson, LPC-1823,
Licensed Professional Counselor,
In the State of Arizona.**

**CASE NO. 2021-0115
CONSENT AGREEMENT**

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Scott L. Peterson (“Respondent”) and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board’s file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-1823 for the practice of counseling
15 in the state of Arizona.

16 2. From 09/17 – 03/20, Respondent provided behavioral health services to adult
17 male client (“Client”).

18 3. Respondent has been in a private practice setting for over thirty (30) years.

19 4. The consent for treatment Respondent prepared for Client was missing the
20 following required elements:

21 a. Purpose of Treatment.

22 b. General Procedures to be used in treatment, including benefits,
23 limitations, and potential risks.

24 ...

25 ...

- 1 c. The client's right to participate in treatment decisions and in the
2 development and periodic review and revision of the client's treatment
3 plan.
- 4 d. The client's right to refuse any recommended treatment or to withdraw
5 consent to treatment and to be advised of the consequences of refusal or
6 withdrawal.
- 7 5. Respondent's progress notes were missing the following required elements:
- 8 a. Duration of session.
- 9 b. Session Type.
- 10 c. Dated signature of Respondent.
- 11 6. Additionally, Client's clinical record did not contain a treatment plan.
- 12 7. Respondent represented the following to Board staff:
- 13 a. If Board staff were to audit Respondent's records, Board staff would see
14 the same deficiencies in Respondent's client files that they identified in
15 Client's file.
- 16 b. Respondent documented clients' progress toward their treatment goals in
17 the progress notes.
- 18 d. Respondent creates an "active treatment plan" with clients that are
19 maintained by the client.
- 20 e. Before this complaint, Respondent thought he was in compliance with
21 Board requirements for documentation.
- 22 f. While Respondent was covering all of the required elements in some way
23 with his clients, he was not documenting this in the file.
- 24 g. Based on this complaint, Respondent has created a formal treatment plan
25 to maintain in client files.

1 8. Despite being independently licensed since 2004 and having spent over thirty
2 (30) years in a private practice setting, Respondent was not aware that a written treatment plan
3 was required.

4 9. Respondent provided Board staff with the following templates that appear to
5 meet minimum Board requirements:

6 a. Consent for Treatment

7 b. Treatment Plan

8 c. Progress Note.

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. R4-6-1101, Consent for Treatment.

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

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

19 **ORDER**

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

22 1. Respondent's license, LPC-1823, will be placed on probation for 12 months,
23 effective from the date of entry as signed below.

24 2. Respondent shall not practice under their license, LPC-1823, unless they are
25 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,

1 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
2 shall immediately notify the Board in writing and shall not practice under their license until they
3 submit a written request to the Board to re-commence compliance with this Consent
4 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

9 **Audit**

10 4. While on probation, Respondent shall submit to an audit of all of their private
11 practice records by a pre-approved auditor. Within 30 days of this consent agreement,
12 Respondent shall submit the name of an auditor and a plan for conducting the audit for pre-
13 approval by the Board Chair or designee. The audit shall be completed within 60 days of the
14 effective date of this consent agreement. Also within 60 days of the effective date of this
15 consent agreement, the auditor shall provide an audit report and a proposed audit plan
16 addressing any deficiencies found during the audit to the Board Chair or designee for review
17 and approval.

18 **Practice Monitor**

19 5. While on probation, Respondent shall establish and maintain a relationship with a
20 practice monitor who is a masters or higher level behavioral health professional licensed by the
21 Arizona Board of Behavioral Health Examiners at the independent level. The practice monitor
22 shall provide training and assistance to Respondent regarding setting up appropriate forms and
23 formats for Respondent's clinical records, implementing current behavioral health standards of
24 practice related to behavioral health assessment and treatment planning, providing treatment
25 consistent with the documented treatment plan, and documenting the treatment provided in

1 accordance with current behavioral health standards. Respondent and the practice monitor shall
2 review the clinical documentation produced for each and every active client Respondent sees at
3 least once per month. The practice monitor shall ensure that Respondent complies with the
4 audit plan approved by the Board Chair or designee. Respondent shall meet with the practice
5 monitor based on the results and recommendation of the practice monitor, but no less than once
6 per month for 12 months.

7 6. Within 30 days of the effective date of this Consent Agreement, Respondent shall
8 submit the name of a practice monitor for pre-approval by the Board Chair or designee. Also
9 within 30 days of the effective date of this Consent Agreement, the proposed Practice Monitor
10 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the practice
11 monitor shall address why they should be approved, acknowledge that they have reviewed the
12 Consent Agreement and include the results of an initial assessment and a monitoring plan
13 regarding the proposed practice monitoring of Respondent. The letter from the proposed
14 Practice Monitor shall be submitted to the Board.

15 **Monitoring Quarterly Reports**

16 7. Once approved, the practice monitor 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 practice monitor shall notify the Board
19 if more frequent monitoring is needed. The practice monitor shall submit a final summary report
20 for review and approval by the Board Chair or designee. The final summary report submitted by
21 the practice monitor shall address Respondent's competency to engage in independent
22 practice in accordance with current standards of practice.

23 **Change of Practice Monitor During Probation**

24 8. If, during the period of Respondent's probation, the practice monitor determines
25 that they cannot continue as the practice monitor, they shall notify the Board within 10 days of

1 the end of monitoring and provide the Board with an interim final report. Respondent shall
2 advise the Board Chair or designee within 30 days of cessation of monitoring by the approved
3 practice monitor of the name of a new proposed practice monitor. The proposed practice
4 monitor shall provide the same documentation to the Board as was required of the initial
5 practice monitor.

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

8 9. Respondent shall not provide clinical supervision while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 10. Subject to the provisions set forth in paragraph 11, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

20 12. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

25 ...

1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

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

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

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

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board
3 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

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

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

22 19. Prior to the release of Respondent from probation, Respondent must submit a
23 written request to the Board for release from the terms of this Consent Agreement at least 30
24 days prior to the date they would like to have this matter appear before the Board. Respondent
25 may appear before the Board, either in person or telephonically. Respondent must provide

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


8 20. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

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

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

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


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

18 
Scott L. Peterson (Aug 2, 2021 17:24 PDT)
19 _____
Scott L. Peterson

Aug 2, 2021

Date

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

21 By: 
22 _____
23 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Aug 3, 2021

Date

24 **ORIGINAL** of the foregoing filed **Aug 3, 2021**
25 with: _____

1 Arizona Board of Behavioral Health Examiners
2 1740 West Adams Street, Suite 3600
3 Phoenix, AZ 85007

Aug 3, 2021

4 **EXECUTED COPY** of the foregoing sent electronically
5 to:

6 Mona Baskin
7 Assistant Attorney General
8 2005 North Central Avenue
9 Phoenix, AZ 85004

10 Scott L. Peterson
11 Address of Record
12 Respondent

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