

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

3 **In the Matter of:**

4 **Corrine D. Harper, LPC-2098,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0117
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), Corrine D. Harper ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-2098 for the practice of counseling
15 in the State of Arizona.

16 2. From 12/17 – 05/18 and from 08/20 – 05/21, an adult male client (“Client”)
17 received behavioral health services from Respondent at her private practice.

18 3. A letter dated 12/07/20 from Respondent was provided to Client’s attorney, which
19 included the following opinions and recommendations:

20 a. Client’s wife (“Wife”) asked Client to “sign a remaining document as part
21 of the legal separation process.”

22 b. Client trusted what Wife told him.

23 c. Client blindly signed the paperwork.

24 d. “It appears he was likely manipulated into signing...”

25 ...

- 1 e. "No clear-thinking person who understood the legal process would have
2 done such a thing."
3 f. "I strongly recommend that this situation be re-evaluated for equity."
4 g. "The children may experience permanent issues if this matter of visitation
5 is not corrected."
6 h. "It is my professional opinion that the mental health issues of both
7 partners played a significant role in how these transactions occurred."
8 4. Respondent represented the following regarding the 12/07/20 letter:
9 a. Client's attorney requested a letter from Respondent to assist in getting
10 the legal document overturned.
11 b. Respondent confirmed she never had any contact with Wife or Wife's
12 children.
13 c. Respondent understands she is not in a professional capacity to assess
14 or evaluate parenting time.
15 5. Despite not having a legal obligation to do so, Respondent prepared a letter with
16 opinions and recommendations that was used in a court proceeding.
17 6. Respondent's letter also provided opinions and recommendations involving Wife
18 and the children despite having never met, communicated with or provided services to them.
19 7. Additionally, Respondent took an active role in Client's court case, including the
20 following:
21 a. Client's 08/11/20 progress note indicates that Respondent referred Client
22 to an attorney.
23 b. **NOTE:** Respondent represents Client did not retain the attorney she
24 recommended, as he had already obtained legal counsel.
25 ...

1 c. Client's 12/01/20 progress note indicates Respondent and Client
2 reviewed a timeline of events for the letter Respondent provided to
3 Client's attorney.

4 d. The timeline for the letter included a disclosure that allegedly occurred on
5 10/21/20, despite that information not being documented in Client's
6 10/21/20 progress note.

7 8. Respondent represented the following to Board staff:

8 a. Respondent's statement in the letter that Client was "likely manipulated"
9 was based on a series of events reported by Client.

10 b. Respondent was not sure whether or not Client was manipulated.

11 c. Respondent did not review the Code of Ethics before drafting this letter
12 and did not staff with any colleagues.

13 e. Respondent has "no idea" why the 12/07/20 letter indicates Client made a
14 disclosure during a 10/21/20 session.

15 9. Respondent providing an unsolicited opinion-based letter for a court proceeding
16 was outside the scope of, and not congruent with, her therapeutic duties.

17 10. A review of clinical records for Client and two (2) of Respondent's other clients
18 revealed the following documentation deficiencies:

19 a. The consents for treatment for all three (3) clients were missing several
20 required elements.

21 b. Treatment plans for all three (3) clients were missing several required
22 elements.

23 c. Progress notes for all three (3) clients were missing several required
24 elements.

25 ...

1 d. The clinical records for all three (3) clients were missing several required
2 telepractice elements.

3 11. Respondent represented the following regarding her documentation deficiencies:

4 a. An audit of Respondent's other client files would reveal similar
5 deficiencies.

6 b. Respondent reviewed relevant statutes but misunderstood how these
7 elements should be applied to her documentation.

8 c. Respondent used another office's forms because she thought it "covered
9 everything."

10 12. As of 07/01/21, Respondent closed her private practice.

11 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

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1 **ORDER NOT TO RENEW**

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

4 1. As of the effective date of the Consent Agreement, Respondent shall not practice
5 under their license.

6 2. Respondent's license, LPC-2098, shall by rule, expire on 01/31/23.

7 3. Respondent agrees not to renew their license.

8 4. Respondent agrees not to submit any type of new license application to the
9 Board for a minimum of five (5) years.

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

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

14 *Corrine Day Harper*
15 Corrine Day Harper (Sep 28, 2021 04:38 PDT)

16 Corrine D. Harper

Sep 28, 2021

Date

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

18 By: *Tobi Zavala*

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

Sep 28, 2021

Date

20
21 **ORIGINAL** of the foregoing filed Sep 28, 2021
with:

22 Arizona Board of Behavioral Health Examiners
23 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

24 **EXECUTED COPY** of the foregoing sent electronically Sep 28, 2021
25 to:

1 Mona Baskin
Assistant Attorney General
2 2005 North Central Avenue
Phoenix, AZ 85004

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4 Corrine D. Harper
Address of Record
Respondent

5
6 Bradley Gardner, Esq.
Attorney for Respondent
Udall Shumway
7 1138 N Alma School Rd., Suite 101
Mesa, AZ 85201

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