

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

3 **In the Matter of:**

4 **Samantha A. Higgins, LPC-16841,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0038
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), Samantha A. Higgins ("Respondent") and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as
13 a final 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LPC-16841 for the practice of
15 counseling in the State of Arizona.

16 2. On 05/05/21, the Board received Supervisee's LPC application in which
17 Supervisee indicated the following regarding her employment history:

18 a. From 08/14 – present, Supervisee has been employed at Carl Hayden High
19 School as a School Counselor.

20 b. From 04/01/19 – 04/30/20, Supervisee was employed at Ahwatukee as a
21 Therapist.

22 c. From 05/01/20 – 04/30/21, Supervisee was employed at Tri Change as a
23 Therapist.

24 3. On 07/08/21, Respondent signed two separate Verification of Supervised Work
25 Experience forms within Supervisee's LPC application which included the following:

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- a. From 04/19/19 – 04/30/20, Supervisee accrued 1602 hours of supervised work experience at Ahwatukee with 810 of those hours being direct client contact and 792 of those hours being indirect client contact.
 - b. From 05/01/20 – 04/30/21, Supervisee accrued 1603 hours of supervised work experience at Tri Change with 810 of those hours being direct client contact and 793 of those hours being indirect client contact.
4. Upon review of Supervisee’s LPC application, Board staff contacted Supervisee regarding possible discrepancies with the amount of hours listed on the supervised work experience forms during a timeframe Supervisee was working full time at Carl Hayden High School.
5. Subsequently, on 08/25/21, Respondent signed two new Verification of Supervised Work Experience forms for Supervisee’s hours which included the following:
- a. From 04/19/19 – 04/30/20, Supervisee accrued 2080 hours of supervised work experience at Ahwatukee with 1560 of those hours being direct client contact and 520 of those hours being indirect client contact.
 - b. From 05/01/20 – 04/30/21, Supervisee accrued 1920 hours of supervised work experience at Tri Change with 1440 of those hours being direct client contact and 480 of those hours being indirect client contact.
6. Supervisee’s employment records with Ahwatukee included the following:
- a. From 12/19 – 03/20, Supervisee submitted invoices for services she provided to Ahwatukee clients which totaled 47 hours of client services.
 - b. From 04/19 – 04/20, Respondent and Supervisee had documented clinical supervision sessions.
7. Supervisee’s employment records with Tri Change included the following:
- ...

1 a. From 06/20 – 04/21, Supervisee’s Simple Practice calendars indicated a total
2 of 54 hours of client services provided to Tri Change clients.

3 8. Supervisee submitted her LPC application with 3000 hours of direct client care
4 when there was only 101 hours of direct client care provided for the timeframe Supervisee
5 indicated.

6 9. Respondent signed attestations and certifying statements that the information
7 she provided within the verification forms was true and accurate.

8 10. Respondent signed these attestations, but during an investigative interview she
9 acknowledged the hours indicated on Supervisee’s verification forms were not accurate.

10 11. During an investigative interview with Board staff, Respondent acknowledged
11 guessing at Supervisee’s work experience hours.

12 12. Respondent represented she had no intention to mislead, deceit, or fraud but the
13 Board.

14 13. Respondent acknowledged she should not have submitted the verification forms
15 and agrees it appears she was misleading on Supervisee’s LPC application.

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)(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 3. The conduct and circumstances described in the Findings of Fact constitute a
24 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or

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1 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant
2 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of
3 probation or stipulated agreement issued under this chapter.

4 **ORDER**

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

7 1. Respondent's license, LPC-16841, will be placed on probation for 24 months,
8 effective from the date of entry as signed below.

9 2. Respondent shall not practice under their license, LPC-16841, unless they are
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
12 shall immediately notify the Board in writing and shall not practice under their license until they
13 submit a written request to the Board to re-commence compliance with this Consent Agreement.
14 All such requests shall be pre-approved by the Board Chair or designee.

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

19 **Continuing Education**

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

1 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
2 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
3 three semester credit hour graduate level behavioral health ethics course from a regionally
4 accredited college or university, pre-approved by the Board Chair or designee. Upon
5 completion, Respondent shall submit to the Board an official transcript establishing completion
6 of the required course.

7 **Clinical Supervision**

8 6. While on probation, Respondent shall submit to clinical supervision for 24 months
9 by a masters or higher level behavioral health professional licensed by the Arizona Board of
10 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
11 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
12 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
13 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
14 letter, the clinical supervisor must address why they should be approved, acknowledge that they
15 have reviewed the Consent Agreement and include the results of an initial assessment and a
16 supervision plan regarding the proposed supervision of Respondent. The letter from the
17 supervisor shall be submitted to the Board.

18 **Focus and Frequency of Clinical Supervision**

19 7. The focus of the supervision shall relate to how to supervise, documentation, and
20 Board rules and statutes. Respondent shall meet individually in person with the supervisor for a
21 minimum of one hour two times monthly if working fulltime. In addition to clinical supervision,
22 Respondent shall shadow clinical supervision sessions for a minimum of five hours.

23 **Reports**

24 8. Once approved, the supervisor shall submit quarterly reports for review and
25 approval by the Board Chair or designee. The quarterly reports shall include issues presented in

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision
5 sessions.

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

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

13 **Change of Clinical Supervisor During Probation**

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

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 12. Respondent shall not provide clinical supervision while subject to this Consent
24 Agreement.

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Civil Penalty

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2 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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

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

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

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

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

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1 23. Respondent shall bear all costs relating to probation terms required in this
2 Consent Agreement.

3 24. Respondent shall be responsible for ensuring that all documentation required in
4 this Consent Agreement is provided to the Board in a timely manner.

5 25. This Consent Agreement shall be effective on the date of entry below.

6 26. This Consent Agreement is conclusive evidence of the matters described herein
7 and may be considered by the Board in determining appropriate sanctions in the event a
8 subsequent violation occurs.

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

10 *Samantha Higgins*
Samantha Higgins (Jun 24, 2022 19:56 PDT)
11 Samantha A. Higgins

Jun 24, 2022

Date

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

13 By: *Tobi Zavala*
14 TOBI ZAVALA, Executive Director
15 Arizona Board of Behavioral Health Examiners

Jun 27, 2022

Date

16 **ORIGINAL** of the foregoing filed Jun 27, 2022
17 with:

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

20 **EXECUTED COPY** of the foregoing sent electronically Jun 27, 2022
21 to:

22 Mona Baskin
23 Assistant Attorney General
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Phoenix, AZ 85004

24 Samantha A. Higgins
25 Address of Record
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2 11811 N Tatum Blvd Ste 3031
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3 Attorney for Respondent

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