

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

2 **In the Matter of:**

3 **Tracey L. Frederiksen, LPC-14298,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0054

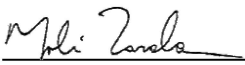
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated August 24th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated August 24th, 2023.

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 August 24th, 2023.

15 By:  Sep 19, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Sep 19, 2023
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 Sep 19, 2023
to:

23 Tracey L. Frederiksen
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Tracey L. Frederiksen, LPC-14298**
5 **Licensed Professional Counselor,**
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7 **RESPONDENT**

CASE NO. 2022-0054
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), Tracey L. Frederiksen ("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
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
14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LPC-14298 for the practice of
16 Counseling in the State of Arizona.

17 2. Since 01/20, Respondent has been providing behavioral health services to a
18 client ("Client").

19 3. A 03/10/20 treatment plan for Client indicated the goal of therapy as increasing
20 positive coping skills to effectively maximize the co-parenting.

21 4. The 03/10/20 treatment plan indicated family sessions to include Client's child
22 ("Child") if deemed appropriate as an intervention.

23 5. A 07/14/21 updated treatment plan included the same goal and identified
24 additional issues as court and alienation and relational issues with the children.

25 ...

1 6. Throughout Client's therapy, Child participated in a number of family sessions
2 with Client.

3 7. During a 07/14/21 individual session with Client, Licensee noted that Client's
4 attorney asked Client to request a letter from Respondent.

5 8. A 07/16/21 letter written by Respondent on behalf of Client included the following
6 in part:

7 a. In 01/20, Respondent began services with Client to address issues around
8 co-parenting and other individual issues such as grief.

9 b. In 03/17, Client divorced from Complainant and they have two children
10 together.

11 c. Client reported going to Alaska then South Africa for personal matters and
12 upon return, Client reports indicators of her being undermined.

13 d. Client reported that she discovered she was no longer listed as the "mother"
14 on official school documents and Complainant's wife was now listed.

15 e. Client reported feeling frustrated by the lack of co-parenting and diminishing
16 of her role as a mother.

17 f. It is Respondent's professional opinion that the pervasive undermining that
18 Client has reportedly been subjected to is a blatant disrespect to her as the
19 children's mother.

20 g. Respondent states this is alienating of her as their mother.

21 h. Respondent states parental alienation can be very detrimental to the parent-
22 child relationship, impacting the children in a negative way.

23 9. It is concerning that Respondent wrote this letter for the following reasons:

24 a. This letter was entered as evidence during a court custody case.

25

- 1 b. Client told Respondent that her attorney told her to request the letter from
2 Respondent.
3 c. Respondent provided an opinion that there was parental alienation and that
4 Client was being disrespected, based on what Client reported.
5 d. Respondent only gathered information from Client.
6 e. Respondent's decision to provide this letter upon request from Client appears
7 biased.
8 f. Respondent knew there was an ongoing court case and that Client would use
9 the letter in court.

10 10. Licensee felt this letter was within her scope since she was providing a summary
11 of Client's services and what Client reported.

12 11. Respondent believes this letter was appropriate since it was based on what
13 Client was reporting.

14 12. Despite Licensee representing the letter was written to indicate what Client
15 reported, she incongruously provided an opinion that based on what Client reported, Client was
16 being blatantly disrespected and the undermining is alienating of Client as their mother.

17 13. Additionally, Licensee acknowledged writing no more than five other letters for
18 other clients.

19 **CONCLUSIONS OF LAW**

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

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

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, LPC-14298, 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, LPC-14298, 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 Agreement.
11 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 such
14 time as they are granted approval to re-commence compliance with the Consent Agreement.

15 **Continuing Education**

16 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
17 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
18 three-semester credit hour graduate level behavioral health ethics course from a regionally
19 accredited college or university, pre-approved by the Board Chair or designee. Upon
20 completion, Respondent shall submit to the Board an official transcript establishing completion
21 of the required course.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
24 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.

25 ...

1 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
2 completion, Respondent shall submit to the Board a certificate of completion of the required
3 continuing education.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

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

8 **Civil Penalty**

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

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

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

25 ...

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

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

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

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

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

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

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

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

10 18. 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 19. This Consent Agreement shall be effective on the date of entry below.


13 20. 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.

16
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 
Tracey Frederiksen (Aug 24, 2022 15:23 PDT)
Tracey L. Frederiksen

Aug 24, 2022
Date

19
20 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

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

Aug 24, 2022
Date

24 **ORIGINAL** of the foregoing filed Aug 24, 2022
25 with:

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

3 **EXECUTED COPY** of the foregoing sent electronically Aug 24, 2022

4 to:

5 Mona Baskin
6 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

7 Tracey L. Frederiksen
8 Address of Record
Respondent

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