

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

3 **In the Matter of:**

4 **Carly M. Moss, LPC-19094,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0103
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), Carly M. Moss (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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
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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-19094 for the practice of
15 counseling in Arizona.

16 2. From 05/19 – 12/19, Complainant engaged in residential and intensive outpatient
17 services with an behavioral health service agency (“Agency”) where Respondent provided direct
18 behavioral services to Complainant.

19 3. Complainant’s focus of treatment throughout the various services she received at
20 Agency, included the following in part:

- 21 a. PTSD, Depression, and Anxiety which Complainant reported having a
22 significant impact on her relationships.
- 23 b. Remaining emotionally stable.
- 24 c. Complainant’s significant history of a mood disorder.

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1 d. Decreasing symptoms of depression and anxiety, increasing emotional
2 regulation, and improve communication and relationship issues.

3 e. The 12/05/19 discharge summary signed by Respondent indicated
4 Complainant was in need of outpatient therapy to continue addressing her
5 mood disorder recovery and unresolved trauma, and continued work around
6 communicating boundaries

7 4. Complainant's discharge recommendations did not recommend life coaching as
8 a form of continuity of care for Complainant.

9 5. Thereafter, Respondent left the employment of the Agency and started her own
10 private practice.

11 6. Respondent did not provide services of any type, coaching or psychotherapy
12 services, from 12/19 until mid-07/20.

13 7. On 07/14/20 and 03/02/21, Complainant signed coaching consent forms with
14 Respondent which included the following in part:

15 a. The purpose is to develop and implement strategies to help Complainant
16 reach personally identified goals of enhanced performance and personal
17 satisfaction.

18 b. As a licensed therapist, Respondent protects the confidentiality of
19 communications with client including coaching clients.

20 c. Respondent is a mental health professional who is trained to help people
21 learn new skills and make significant behavior changes, and is a therapist
22 with training and experience in diagnosing and treating emotional and
23 psychological problems.

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- 1 d. Although there are similarities between coaching and psychotherapy,
2 Respondent will not conduct psychotherapy with Complainant under the
3 coaching agreement.
- 4 e. The coaching relationship is designed to avoid power differential, and the role
5 of coach and psychotherapist are often in potential conflict.
- 6 f. Respondent believes it is ethically inappropriate, under most circumstances,
7 for her to play both roles with a client (i.e., simultaneously serve as a
8 therapist and life coach).
- 9 g. Respondent cannot be Complainant's coach and therapist, and if either
10 recognizes Complainant would benefit from psychotherapy, Respondent
11 would refer Complainant to appropriate resources.

12 8. In late 01/21, Complainant and Respondent agreed Complainant had had a
13 change in status due to recent life events that necessitated the ending of life coaching services
14 to begin psychotherapy services.

15 9. Therefore, on 01/22/21, Respondent updated Complainant's medical records to
16 document a completed PTSD checklist for the DSM-5 and an intake questionnaire where
17 Complainant reported symptoms of depression, anxiety, and other symptoms.

18 10. On 01/25/21, Complainant began psychotherapy services and a treatment plan
19 that was created on 01/26/21 and updated on 03/23/21, included the following:

- 20 a. Diagnosis: F43.12 – Post-traumatic stress disorder, chronic.
- 21 b. Presenting problem: Negative cognitions that are stemming from childhood
22 trauma.
- 23 c. Complainant and Respondent agreed to use EMDR and IFS as a means to
24 understand how she becomes hijacked by shame from the past.

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1 11. At the onset of coaching services after transitioning from Complainant's therapist
2 at Agency to Complainant's life coach, Respondent did not document in any of the progress
3 notes that she was transitioning roles, the rationale for the transition, or the risks and
4 consequences of such a transition.

5 12. Respondent transitioned her role from therapist, to coach, to therapist, then back
6 to coach without documenting her former role, the rationale, or consequences aside from the
7 coaching consent contracts signed by Complainant on 07/14/20 and 03/02/21 at the onset of
8 coaching services and the treatment plan created on 01/26/21.

9 13. Respondent did document in her notes for each coaching session that coaching
10 services provided on that date, and her psychotherapy progress notes documented that
11 psychotherapy services were provided on that date.

12 14. Additionally, all of the records for both coaching and psychotherapy services
13 included various Board elements and requirements despite coaching services not having any
14 requirements for documentation.

15 15. Respondent maintained all of the coaching and psychotherapy records together
16 in one clinical record using the Electronic Medical Record she implemented for her private
17 practice.

18 16. Despite Respondent representing she consulted with other professional about
19 taking on Complainant as a coaching and therapy client, there is no documentation about such
20 conversations within Complainant's records prior to the initiation of services.

21 17. Respondent provided coaching services to Complainant following her discharge
22 from Agency, then when Complainant came back to Arizona began providing psychotherapy
23 services, then coaching again once Complainant left Arizona.

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1 18. Complainant was in need of psychotherapy services the entire time and being
2 that Respondent was not licensed in California or Kansas, she provided services to
3 Complainant under the guise of a life coach.

4 19. Complainant reported to Board staff that she did not understand the difference
5 between coaching and psychotherapy.

6 20. Respondent represented to Board staff that she felt Complainant signing the
7 various informed consents was evidence of the role changes.

8 21. During an investigative interview, Respondent represented the following:

9 a. Respondent did not do EMDR as part of the coaching services.

10 b. Respondent's license is listed on progress notes because the EMR system
11 auto-populated her license.

12 c. Respondent used progress notes for coaching services because she wanted
13 to remember what the client was discussing, even though there is no legal
14 requirement to maintain records for coaching services.

15 22. Respondent blurred the scope of the services she provided to Complainant by
16 maintaining one clinical record for coaching and psychotherapy services.

17 23. From 01/22/21 – 02/26/21, Respondent provided Complainant psychotherapy
18 services through her private practice.

19 24. A 01/21 informed consent for psychotherapy signed by Complainant failed to
20 include six required elements.

21 25. A 01/26/21 treatment plan created by Respondent was missing three required
22 elements.

23 26. A 03/21 chart note indicated Respondent contacted Agency after receiving an
24 email from Complainant's ex-wife ("Wife") and shared concerns with the Associate Clinical
25

1 Director about how to navigate Wife's request to do no harm to Wife and Complainant without
2 any sort of signed release of information from Complainant.

3 27. Respondent provided updated records forms to the Board during the
4 investigation that shows her form documentation meets all elements required by the Board.

5 28. The Board found there were mitigating factors to consider in this matter, including
6 that Respondent completed 15 hours of continuing education in the areas of ethics and
7 documentation, voluntarily engaging in monthly peer consultation and clinical supervision with a
8 Board-approved supervisor to improve her practices and documentation, and voluntarily
9 choosing not to provide coaching services.

10 **CONCLUSIONS OF LAW**

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

14 2. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
16 recognized standards of ethics in the behavioral health profession or that constitutes a danger
17 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

18 **A.6.c. Documenting Boundary Extensions:**

19 If counselors extend boundaries as described in A.6.a. and A.6.b.,
20 they must officially document, prior to the interaction (when feasible),
21 the rationale for such an interaction, the potential benefit, and
22 anticipated consequences for the client or former client and other
23 individuals significantly involved with the client or former client. When
24 unintentional harm occurs to the client or former client, or to an
25 individual significantly involved with the client or former client, the

1 counselor must show evidence of an attempt to remedy such harm.

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

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

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

7 **ORDER**

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

10 1. Respondent's license, LPC-19094, will be placed on probation for 12 months,
11 effective from the date of entry as signed below.

12 2. Respondent shall not practice under their license, LPC-19094, unless they are
13 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
14 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
15 shall immediately notify the Board in writing and shall not practice under their license until they
16 submit a written request to the Board to re-commence compliance with this Consent
17 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

22 **Clinical Supervision**

23 4. While on probation, Respondent shall submit to clinical supervision for 12 months
24 by a masters or higher level behavioral health professional licensed by the Arizona Board of
25 Behavioral Health Examiners at the independent level. Within 30 days of the date of this

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

8 **Focus and Frequency of Clinical Supervision**

9 5. The focus of the supervision shall relate to documentation, boundaries, and
10 scope of practice. Respondent shall meet individually in person with the supervisor for a
11 minimum of one hour, twice a month for the first six months, and at the recommendation of the
12 clinical supervisor for the remaining six months, but not less than once monthly.

13 **Reports**

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

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

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

24 8. After Respondent's probationary period, the supervisor shall submit a final
25 summary report for review and approval by the Board Chair or designee. The final report shall

1 also contain a recommendation as to whether the Respondent should be released from this
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

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

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 10. Respondent shall not provide clinical supervision while subject to this Consent
14 Agreement.

15 **Civil Penalty**

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

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

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

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

13 15. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 16 through 18 below.

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

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1 17. If Respondent is not employed as of the effective date of this Order, within 10
2 days of accepting employment in a position where Respondent provides any type of behavioral
3 health 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 with a written
5 statement providing the contact information of their new employer and a signed statement from
6 Respondent's new employer confirming Respondent provided the employer with a copy of this
7 Consent Agreement. If Respondent does not provide the employer's statement to the Board
8 within 10 days, as required, Respondent's failure to provide the required statement to the Board
9 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
10 employer(s) with a copy of the Consent Agreement.

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

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

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

15 21. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

17 22. Respondent shall be responsible for ensuring that all documentation required in
18 this Consent Agreement is provided to the Board in a timely manner.

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

20 24. This Consent Agreement is conclusive evidence of the matters described herein
21 and may be considered by the Board in determining appropriate sanctions in the event a
22 subsequent violation occurs.

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

24 Carly M. Moss
Carly M. Moss (Jul 19, 2023 11:53 PDT)


25 Carly M. Moss

Jul 19, 2023

Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:  Jul 25, 2023
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Jul 25, 2023
with:

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

EXECUTED COPY of the foregoing sent electronically Jul 25, 2023
to:

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Carly M. Moss
Address of Record
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