

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

3 **In the Matter of:**

4 **Cheryl R. Lockett, LPC-20014**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0232
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), Cheryl L. Lockett (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-20014 for the practice of
15 counseling in the State of Arizona.

16 2. From 01/24 – 02/24, Respondent provided behavioral health services to
17 Complainant at Private Practice.

18 3. Complainant’s sessions focused on her relationship with her significant other and
19 boundaries.

20 4. Respondent represents that Complainant informed Respondent that she could
21 only see Respondent on Mondays and Respondent told Complainant that she did not schedule
22 therapy appointments on Mondays due to her personal schedule.

23 5. Respondent agreed to try and fit Complainant in when she could.

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1 6. Despite Respondent representing that after a week passed following the final
2 session Complainant attended that she attempted to call Complainant, there is no record of this
3 call within Complainant's clinical records.

4 7. Respondent represents she thought Complainant moved on from Respondent
5 and if she wanted to continue services Complainant would reach out to Respondent.

6 8. Respondent represents she typically provides referrals to clients upon discharge
7 but did not officially discharge Complainant because she was keeping the door open for
8 Complainant to return to Respondent.

9 9. Respondent failed to provide Complainant any sort of referrals or resources for
10 continued therapy.

11 10. The focus of Complainant's complaint was that she felt abandoned by
12 Respondent.

13 11. On 06/04/24, Board staff conducted an investigative interview with Respondent
14 and on 06/05/24, Complainant contacted Board staff stating the following:

- 15 a. On 06/04/24 in the evening, Respondent contacted Complainant's mother.
- 16 b. Respondent told Complainant's mother that Complainant was trying to make
17 Respondent lose her job.
- 18 c. Respondent discussed everything that Complainant had discussed with
19 Respondent during sessions.
- 20 d. Complainant is concerned that Respondent is releasing her private
21 information without providing consent for Respondent to do so.

22 12. Respondent represents she contacted Complainant's mother because she was
23 under the impression following Board staff's investigative interview that she should contact
24 Complainant and when Complainant did not answer, Respondent reached out to her mother.

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1 13. Respondent further represented that she spoke to Complainant's mother about
2 the miscommunication and complaint filed with the Board, and Respondent's misunderstanding
3 how this reached such a level that it could impact Respondent's license.

4 14. Respondent acknowledged breaching confidentiality by contacting Complainant's
5 mother.

6 15. Even though Complainant's mother was listed on an emergency contact form,
7 Respondent failed to obtain an adequate and sufficient release of information to contact
8 Complainant's mother.

9 16. A 01/23/24 informed consent failed to include Respondent's dated signature.

10 17. A 01/23/24 treatment plan for Complainant failed to include the following
11 minimum Board requirements:

12 a. A review date or section for the review date.

13 b. The dated signature of the client or the client's legal representative and was
14 missing a section for the dated signature.

15 18. Progress notes for Complainant failed to include the following minimum Board
16 requirements, including telehealth requirements:

17 a. Service date and a line for the service date.

18 b. The time spent providing the behavioral health service.

19 c. The type of counseling service provided, whether the counseling was
20 individual, couples, family, or group.

21 d. Verification of the client's physical location during the session.

22 19. Respondent failed to maintain any billing records for Complainant and represents
23 Complainant's insurance had expired and was never billed for services.

24 20. Even if Complainant's insurance expired, it is a professional's responsibility to
25 ensure they are compliant with Board rules regarding billing records.

1 21. Despite Respondent representing that attempted to contact Complainant twice
 2 after the last date of services, Respondent failed to document these attempts anywhere within
 3 the clinical records.

4 22. Respondent has been independently licensed since 2021 and has been in
 5 private practice since then yet fails to ensure her clinical documentation meets minimum
 6 standards.

7 23. In 03/23, Respondent completed a license renewal application which required
 8 her to complete the Board’s Tutorial regarding statutes and regulations, which specifically
 9 provided education and training on clinical documentation standards.

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)(s), terminating behavioral health services to a client without
 16 making an appropriate referral for continuation of care for the client if continuing behavioral
 17 health services are indicated.

18 3. The conduct and circumstances described in the Findings of Fact constitute a
 19 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
 20 communication except as may otherwise be require by law or permitted by a legally valid written
 21 release.

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

25 A.A.C. R4-6-1101. Consent for Treatment

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

2 A.A.C. R4-6-1103. Client Record

3 A.A.C. R4-6-1104. Financial and Billing Records

4 A.A.C. R4-6-1106. Telepractice

5 **ORDER**

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

8 1. Respondent's license, LPC-20014, will be placed on probation for 12 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LPC-20014, unless they are
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education in discharge planning and termination of services. All required
24 continuing education shall be pre-approved by the Board Chair or designee. Upon

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1 completion, Respondent shall submit a certificate of completion of the required continuing
2 education.

3 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
5 hours of continuing education in HIPAA and Confidentiality. All required continuing education
6 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
7 submit a certificate of completion of the required continuing education.

8 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
10 hours of continuing education in the Arizona Renewal Tutorial. All required continuing education
11 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
12 submit a certificate of completion of the required continuing education.

13 **Early Release**

14 7. After completion of the stipulations set forth in this Consent Agreement,
15 Respondent may request early release from the Consent Agreement.

16 **GENERAL PROVISIONS**

17 **Provision of Clinical Supervision**

18 8. Respondent shall not provide clinical supervision to associate level licensees
19 accruing and submitting hours towards independent licensure while subject to this Consent
20 Agreement.

21 **Civil Penalty**

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

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

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

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

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

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

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

19 16. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health

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1 related services or in a setting where any type of behavioral health, health care, or social
2 services are provided, Respondent shall provide the Board Chair or designee a written
3 statement providing the contact information of their new employer(s) and a signed statement
4 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
5 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
6 the Board within 10 days, as required, Respondent's failure to provide the required statement to
7 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
8 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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1 20. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

3 21. This Consent Agreement shall be effective on the date of entry below.

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

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

9 *cheryl lockett*
cheryl lockett (Jul 30, 2024 14:33 EDT)

Jul 30, 2024

10 Cheryl R. Lockett

Date

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

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

Jul 30, 2024

Date

15 **ORIGINAL** of the foregoing filed Jul 30, 2024
16 with:

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

19 **EXECUTED COPY** of the foregoing sent electronically Jul 30, 2024
20 to:

21 Mona Baskin
22 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

23 Cheryl R. Lockett
24 Address of Record
Respondent