

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

3 **In the Matter of:**

4 **Angel A. Montemayor, LPC-16467,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0147
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), Angel A. Montemayor (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-16467 for the practice of
15 counseling in Arizona.

16 2. From 07/11/16 – 04/09/21, Respondent was employed at an agency (“Agency 1”)
17 as a Behavioral Health Care Manager.

18 3. A 04/01/21 Agency 1 documented conversation with Respondent included the
19 following:

20 a. Respondent was punched in for hours that do not correspond with Agency 1
21 business or education.

22 b. From 01/20 – 03/21, there was approximately 1200 hours that were
23 unaccounted for with punches in and out from Respondent’s home PC.

24 c. Although Respondent’s timecard showed his last shift worked was on 02/20,
25 Respondent represented he believed he worked a shift in 10/20.

1 d. Respondent represented that since 01/20, the hours he punched in for were
2 education hours, but he cannot prove it.

3 4. In 04/21, Respondent agreed to pay Agency 1 over \$36,000, which is the amount
4 Agency 1 claimed Respondent was overpaid for work he did not perform, and Respondent
5 resigned from employment pursuant to a confidential agreement with Agency 1.

6 5. Respondent represented the following during an investigative interview:

7 a. Respondent would have expected someone at Agency 1 to reach out to him
8 to let him know if his hours were unproportionate to the work he was doing.

9 b. Respondent agreed to pay back Agency 1 the money because he never
10 wanted to be accused of something like this, and he knew he did the
11 trainings.

12 c. Respondent would work 10-hour days at Agency 1 while working at his other
13 employment ("Agency 4") by setting up two monitors and listening to Agency
14 1 audio trainings while clocked in at both jobs.

15 6. Agency 1 alleged Respondent falsified his timecard with Agency 1 for personal
16 financial gain by indicating he was completing trainings for over 1000 hours.

17 7. From 08/09/12 – 07/30/16, Respondent was employed at an agency ("Agency 2")
18 as a Therapist until he was involuntarily terminated for insubordination and poor performance.

19 8. From 02/09/15 – 01/04/16, Respondent was employed at an agency ("Agency 3")
20 as a Therapist until his involuntary termination due to performance issues, excessive absences,
21 and patient complaints.

22 9. In Respondent's 04/16 Agency 1 employment application, he indicated his
23 reason for leaving Agency 3 was "family reason."

24 10. On Respondent's 07/16 LPC application and subsequent 10/18 and 11/20
25 renewal applications, Respondent answered "no" to the background question regarding

1 previous termination from a behavioral health position or related employment despite being
2 previously terminated from Agency 2 and Agency 3.

3 11. In addition to Respondent's misrepresentations on applications with the Board,
4 Respondent failed to notify the Board of his employment with Agency 1 as required by Board
5 rules which indicate he must notify the Board of his place of employment within 30 days of a
6 change.

7 12. It was not until 04/21 and the filing of this Board complaint, almost five years after
8 Respondent first began working at Agency 1, that Board staff became aware he was employed
9 there.

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)(ii), violating any federal or state law, rule or regulation
16 applicable to the practice of behavioral health, as it relates to:

17 A.A.C. R4-6-205, Chance of Contact Information

18 3. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(c)(i), making any oral or written misrepresentation of a fact to
20 secure or attempt to secure the issuance or renewal of a license.

21 4. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
23 the ability of the licensee to safely and competently practice the licensee's profession.

24 ...

25 ...

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 **Stayed Revocation**

5 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
6 16467, shall be **REVOKED**. However, the revocation shall be stayed and Respondent's license
7 shall be placed on probation.

8 2. During the stayed revocation portion of the Order, if Respondent is noncompliant
9 with the terms of the Order in any way, the stay of the revocation shall be lifted and
10 Respondent's license shall be automatically revoked as set forth above.

11 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
12 Respondent shall request in writing, within 10 days of being notified of the automatic revocation
13 of licensure, that the matter be placed on the Board agenda for the Board to review and
14 determine if the automatic revocation of Respondent's license was supported by clear and
15 convincing evidence.

16 4. If the written request is received within 10 days of a regularly scheduled Board
17 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
18 scheduled Board meeting.

19 5. Pending the Board's review, Respondent's license shall be reported as revoked -
20 under review. Respondent may not work in any capacity as a licensed behavioral health
21 professional pending the Board's review. The Board's decision and Order shall not be subject
22 to further review.

23 **Probation**

24 6. Respondent's license, LPC-16467, will be placed on probation for 24 months,
25 effective from the date of entry as signed below.

1 7. Respondent shall not practice under their license, LPC-16467, unless they are
2 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
3 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
4 shall immediately notify the Board in writing and shall not practice under their license until they
5 submit a written request to the Board to re-commence compliance with this Consent
6 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

11 **Continuing Education**

12 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within
13 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
14 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
15 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
16 completion, Respondent shall submit a certificate of completion of the required continuing
17 education.

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

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1 **Clinical Supervision**

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

12 **Focus and Frequency of Clinical Supervision**

13 12. The focus of the supervision shall relate to the Board’s rules and statutes,
14 documentation, self-care, behavioral health ethics, and client care. The clinical supervisor will
15 monitor the need for a therapy referral. Respondent shall meet individually in person with the
16 supervisor for a minimum of one hour weekly, for the first six months, and after that at the
17 recommendation of the clinical supervisor, but not less than once monthly.

18 **Reports**

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

- 23 a. Dates of each clinical supervision session.
- 24 b. A comprehensive description of issues discussed during supervision
- 25 sessions.

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

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

8 **Change of Clinical Supervisor During Probation**

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

16 **GENERAL PROVISIONS**

17 **Provision of Clinical Supervision**

18 17. Respondent shall not provide clinical supervision while subject to this Consent
19 Agreement.

20 **Civil Penalty**

21 18. Subject to the provisions set forth in paragraph 19, the Board imposes a civil
22 penalty against the Respondent in the amount of \$1,000.00.

23 19. Respondent's payment of the civil penalty shall be stayed so long as Respondent
24 remains compliant with the terms of this Consent Agreement. If Board staff determines that
25 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the

1 exception of the tolling provision under paragraph 8, the stay of the civil penalty payment shall
2 be automatically lifted and payment of the civil penalty shall be made by certified check or
3 money order payable to the Board within 30 days after being notified in writing of the lifting of
4 the stay.

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

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

17 22. If Respondent currently sees clients in their own private practice, and obtains any
18 other type of behavioral health position, either as an employee or independent contractor, where
19 they provide behavioral health services to clients of another individual or agency, they shall
20 comply with requirements set forth in paragraphs 23 through 25 below.

21 23. Within 10 days of the effective date of this Order, if Respondent is working in a
22 position where Respondent provides any type of behavioral health related services or works in a
23 setting where any type of behavioral health, health care, or social services are provided,
24 Respondent shall provide the Board Chair or designee with a signed statement from
25 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
3 copy of the Consent Agreement.

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

14 25. If, during the period of Respondent's probation, Respondent changes
15 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
16 extended leave of absence for whatever reason that may impact their ability to timely comply
17 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
18 the Board of their change of employment status. After the change and within 10 days of
19 accepting employment in a position where Respondent provides any type of behavioral health
20 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 a written
22 statement providing the contact information of their new employer(s) and a signed statement
23 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
24 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
25 the Board within 10 days, as required, Respondent's failure to provide the required statement to

1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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


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

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

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

25 ...

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


2 
Angel Montemayor (Apr 4, 2022 17:42 PDT)

3 Angel A. Montemayor

Apr 4, 2022

Date

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

5 By: 
6 _____

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

Apr 5, 2022

Date

8 **ORIGINAL** of the foregoing filed Apr 5, 2022
9 with:

10 Arizona Board of Behavioral Health Examiners
11 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

12 **EXECUTED COPY** of the foregoing sent electronically Apr 5, 2022
13 to:

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