

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

CASE NO. 2013-0097

3 Jean M. Ware, LCSW-0382,  
4 Licensed Clinical Social Worker,  
5 In the State of Arizona.

RELEASE FROM  
CONSENT AGREEMENT AND ORDER

6 RESPONDENT

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated December 15, 2015. After consideration,  
9 the Board voted to release Respondent from the terms and conditions of the Consent  
10 Agreement and Order dated December 15, 2015.

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 December 15, 2015.

15 Dated this 5<sup>th</sup> day of December, 2016.

16 By: M. Zavalta  
17 TOBI ZAVALA, Executive Director  
18 Arizona Board of Behavioral Health Examiners

19 ORIGINAL of the foregoing filed  
20 This 5<sup>th</sup> day of December, 2016, with:

21 Arizona Board of Behavioral Health Examiners  
22 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

23 COPY of the foregoing mailed via  
24 Certified mail no. 1012292000017948580  
This 5<sup>th</sup> day of December, 2016, to:

25 Jean M. Ware  
Address of Record  
Respondent

1 **COPY** of the foregoing mailed via Mail  
This 5<sup>th</sup> day of December 2016 to:

2 Anne Fulton-Cavett  
3 Cavett & Fulton  
4 6035 E Grant Rd  
5 Tucson, AZ 85712  
6 Attorney for Respondent

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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 her  
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 and may be used for purposes of determining  
7 sanctions in any future disciplinary matter.

8           6.       This Consent Agreement is subject to the Board's approval, and will be effective  
9 only when the Board accepts it. In the event the Board in its discretion does not approve this  
10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  
11 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except  
12 that Respondent agrees that should the Board reject this Consent Agreement and this case  
13 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its  
14 review and discussion of this document or of any records relating thereto.

15           7.       Respondent understands that once the Board approves and signs this Consent  
16 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
17 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

18           8.       Respondent further understands that any violation of this Consent Agreement  
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
20 disciplinary action pursuant to A.R.S. § 32-3281.

21           9.       The Board therefore retains jurisdiction over Respondent and may initiate  
22 disciplinary action against Respondent if it determines that she has failed to comply with the  
23 terms of this Consent Agreement or of the practice act.

24           The Board issues the following Findings of Fact, Conclusions of Law and Order:

25 ...

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LCSW-0382 for the practice of social  
3 work in Arizona.

4 2. Respondent is a contracted provider for Cenpatico, which is the regional  
5 behavioral health authority for 8 counties in Arizona.

6 3. Arizona Counseling Treatment Services ("ACTS") is a contracted coordination of  
7 care and intake agency for Cenpatico.

8 4. The Board received a complaint from an individual whose daughter ("Daughter")  
9 was receiving services through Respondent after being referred by ACTS.

10 5. As part of the Board's investigation, Respondent's clinical records for Daughter  
11 were reviewed, and the following required elements were lacking:

- 12 a. A consent for treatment
- 13 b. An individualized treatment plan completed by Respondent
- 14 c. A release of information for Respondent to speak with Daughter's  
15 mother's attorney.

16 6. Respondent represented that ACTS established the release of information and  
17 consent for treatment as part of the referral.

18 7. Regardless of any documentation or lack of documentation by ACTS or any other  
19 referring entity, Respondent is required to abide by all documentation standards set forth in the  
20 Board's rules and regulations.

21 **CONCLUSIONS OF LAW**

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

25 2. The conduct and circumstances described in the Findings of Fact constitute a

1 violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice standards as  
2 developed by the Board as it relates to:

- 3 a. A.A.C. R4-6-1101, Consent for Treatment.
- 4 b. A.A.C. R4-6-1102, Treatment Plan.
- 5 c. A.A.C. R4-6-1105, Confidentiality.

6 **ORDER**

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

9 1. Respondent's license, LCSW-0382, will be placed on probation, effective from  
10 the date of entry as signed below.

11 2. Respondent shall not practice under her license, LCSW-0382, unless she is fully  
12 compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
13 Respondent is unable to comply with the terms and conditions of this Consent Agreement, she  
14 shall immediately notify the Board in writing and shall not practice under her license until she  
15 submits a written request to the Board to re-commence compliance with this Consent  
16 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

21 **Continuing Education**

22 4. 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 addressing current behavioral health documentation standards in Arizona. All required

1 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
2 Respondent shall submit a certificate of completion of the required continuing 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 take and pass a  
5 three semester credit hour graduate level behavioral health ethics course from an accredited  
6 college or university, pre-approved by the Board Chair or designee. Upon completion,  
7 Respondent shall submit to the Board an official transcript establishing completion of the  
8 required course.

9         6.         Respondent may submit continuing education completed since the complaint  
10 was filed for consideration by the Board Chair or designee.

#### 11                     **Cenpatico Specialty Provider Meetings**

12         7.         While on probation, Respondent shall participate in Cenpatico's monthly  
13 Essential Specialty Provider Communication Meetings in-person or telephonically. Respondent  
14 shall submit to the Board documentation of participation in the meetings.

#### 15                     **Early Release**

16         8.         After completion of the continuing education requirements set forth in this  
17 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
18 other terms of the Consent Agreement have been met.

#### 19                     **GENERAL PROVISIONS**

##### 20                     **Provision of Clinical Supervision**

21         9.         Respondent shall not provide clinical supervision while subject to this Consent  
22 Agreement.

##### 23                     **Civil Penalty**

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

1           11. 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           12. 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 substantial evidence. If the Board receives the  
11 written request within 10 days or less of the next regularly scheduled Board meeting, the  
12 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board  
13 meeting. The Board's decision on this matter shall not be subject to further review.

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

19           14. If Respondent currently sees clients in their own private practice, and obtains any  
20 other type of behavioral health position, either as an employee or independent contractor, where  
21 she provides behavioral health services to clients of another individual or agency, she shall  
22 comply with requirements set forth in Paragraphs 15 through 17 below.

23           15. Within 10 days of the effective date of this Order, if Respondent is working in a  
24 position where Respondent provides any type of behavioral health related services or works in a  
25 setting where any type of behavioral health, health care, or social services are provided,

1 Respondent shall provide the Board Chair or designee with a signed statement from  
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
5 copy of the Consent Agreement.

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

16 17. If, during the period of Respondent's probation, Respondent changes  
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
18 extended leave of absence for whatever reason that may impact her ability to timely comply with  
19 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the  
20 Board of her change of employment status. After the change and within 10 days of accepting  
21 employment in a position where Respondent provides any type of behavioral health related  
22 services or in a setting where any type of behavioral health, health care, or social services are  
23 provided, Respondent shall provide the Board Chair or designee a written statement providing  
24 the contact information of her new employer(s) and a signed statement from Respondent's new  
25 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent

1 Agreement. If Respondent does not provide the employer's statement to the Board within 10  
2 days, as required, Respondent's failure to provide the required statement to the Board shall be  
3 deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
4 employer(s) with a copy of the Consent Agreement.

5 18. Respondent shall practice behavioral health using the name under which she is  
6 licensed. If Respondent changes her name, she shall advise the Board of the name change as  
7 prescribed under the Board's regulations and rules.

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

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

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

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

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

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

Jean M. Ware  
Jean M. Ware

12-14-15  
Date

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

Dated this 15<sup>th</sup> day of December, 2015.

By: M. Zavalta  
TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

**ORIGINAL** of the foregoing filed  
This 15<sup>th</sup> day of December, 2015 with:

Arizona Board of Behavioral Health Examiners  
3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

**COPY** of the foregoing mailed via Interagency Mail  
This 15<sup>th</sup> day of December, 2015, to:

Marc Harris  
Assistant Attorney General  
1275 West Washington  
Phoenix, Arizona 85007

**COPY** of the foregoing mailed via  
Certified mail no. 70141200 000066338649  
This 15<sup>th</sup> day of December, 2015, to:

Jean M. Ware  
Address of Record  
Respondent

...

1 COPY of the foregoing mailed via Mail  
This 15<sup>th</sup> day of December, 2015 to:

2  
3 Anne M. Fulton-Cavett  
4 Cavett & Fulton  
5 6035 E. Grant Road  
6 Tucson, AZ 85712  
7 Attorney for Respondent  
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