BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: Marilyn A. Daniel, LAC-14319, Licensed Associate Counselor, in the State of Arizona. RESPONDENT	CASE NO. 2015-0055 AMENDED CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Marilyn A. Daniel ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives her right to such formal hearing concerning these allegations and irrevocably waives her right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke her acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.

5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein and may be used for purposes of determining sanctions in any future disciplinary matter.

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 In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees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

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

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

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

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

...

FINDINGS OF FACT

1. Respondent is the holder of License No. LAC-14319 for the practice of counseling in Arizona.

2. Respondent is the owner of an agency ("Agency") that provides supervised visitation services.

3. In 05/14, a father ("Father") was court ordered to participate in supervised visitation and therapeutic reunification with his two minor daughters ("Children").

4. In 07/14, Father emailed Respondent and indicated the following:

   a. Father has been court ordered to participate in therapeutic reunification.

   b. Father would like Respondent's assistance with the requirement.

5. In response, instead of clearly notifying Father that she does not provide therapeutic reunification, Respondent extended an invitation of services.

6. Although Respondent maintains that no psychotherapy is provided at Agency, documentation seems to dispute this including:

   a. Father signed a consent for treatment form indicating:

      - "In therapy, you will work with a highly trained Mental Health Professional."
      - "During therapy, your active participation and emotional involvement is needed for the process to be beneficial."
      - "As you work with your counselor directly, he/she will give you more specific details of your diagnosis and specific recommendations for you to follow as you work together in healing."

   b. Emails between Father and Respondent included:

      - An 08/04/14 email from Father to Respondent which indicated:

i. Father is feeling better after his visit with Respondent.

ii. Father appreciates Respondent listening to his problems and giving him the advice to listen more.

- An 08/08/14 email from Respondent to Father indicating:

i. "It's what I'm for to listen to you and try to guide you to a healthy way to live."

c. In 10/14 a Parenting Time Report included in Father's records, Respondent wrote, "In the first two sessions writer took the opportunity to get to know [Father] and begin [sic] to develop a treatment plan."

d. In 11/14, Court appointed Advisor submitted a report to the court which indicated:

- Respondent was appointed to provide reunification therapy to Father and Children.
- Respondent expressed concern that Children refuse to participate in family therapy with Father.
- It is Respondent's opinion that Children's mother ("Mother") encourages children not to participate in therapy with Father.
- Respondent stated that she met with Father 8 times and spoke with him on the telephone weekly "to support him with his mental health."

7. Respondent failed to clearly establish her role in the situation to multiple individuals, including Father.

8. As an associate counselor and owner of the agency, Respondent appeared to be practicing psychotherapy independently.

9. Respondent solicited Father's support in defense of her Board complaint which changed his role from former client to defense witness.

10. In 09/14, Respondent had Father sign multiple documents including:

a. A Consent for Treatment form

b. A Client Responsibilities form

c. A Client's Rights form

11. The forms Respondent provided Father had another professional's name rather than Respondent's, and identified the service provider as the entity that Respondent shared office space with.

12. As the intended service provider, it was Respondent's responsibility to ensure that all necessary forms were accurate and congruent with any services rendered.

13. In 10/15, Respondent entered into a Consent Agreement with the Board, which included a provision of stayed suspension.

14. In 09/16, the status of Respondent's license became suspended as it appeared that certain terms and stipulations of the Consent Agreement were not satisfied.

15. In 10/16, the Board reviewed the matter and voted to offer Respondent an Amended Consent Agreement.

CONCLUSIONS OF LAW

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

2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

...

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(m), engaging or offering to engage as a licensee in activities that are not congruent with the licensee's professional education, training or experience.

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(n), failing to comply with or violating, attempting to violate or assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant to this chapter, any lawful order of the board, or any formal order, consent agreement, term of probation or stipulated agreement issued under this chapter, as it relates to:

a. A.A.C. R4-6-505 Licensed Associate Counselor - Independent Practice Prohibition

ORDER

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

Stayed Suspension

1. As of the effective date of this Consent Agreement, Respondent's license, LAC-14319, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and Respondent's license shall be placed on probation.

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

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

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

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

Probation

6. Respondent's license, LAC-14319, will be placed on probation, effective from the date of entry as signed below.

7. Respondent shall not practice under her license, LAC-14319, unless she is fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, she shall immediately notify the Board in writing and shall not practice under her license until she submits a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

Continuing Education

9. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of the NASW Staying Out of Trouble continuing education course or an equivalent course addressing current behavioral health documentation standards in Arizona. All required

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

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

Clinical Supervision

11. While on probation, Respondent shall submit to clinical supervision for 24 months by a Licensed Professional Counselor or Licensed Clinical Social Worker with experience in family law. Respondent shall not submit for approval any clinical supervision acquired prior to the effective date of the Amended Consent Agreement. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing his/her prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she should be approved, acknowledge that he/she has reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

12. The focus of the supervision shall relate to boundaries, rules and laws in Arizona, documentation, transference/countertransference, and the American Counseling Association (ACA) Code of Ethics. Respondent shall meet individually in person with the supervisor for a minimum of one hour at least weekly if working fulltime or twice monthly if working less than 20

hours per week. Supervised work experience and clinical supervision hours acquired during the consent agreement do not count toward independent licensure.

Reports

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

a. Dates of each clinical supervision session.

b. A comprehensive description of issues discussed during supervision sessions.

c. An ongoing assessment and recommendation regarding Respondent's ability to safely and competently practice.

14. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(F)(4).

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

Change of Clinical Supervisor During Probation

16. If, during the period of Respondent's probation, the clinical supervisor determines that he/she cannot continue as the clinical supervisor, he/she shall notify the Board within 10 days of the end of supervision and provide the Board with an interim final report. Respondent shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by the approved clinical supervisor and provide the name of a new proposed clinical supervisor.

The proposed clinical supervisor shall provide the same documentation to the Board as was required of the initial clinical supervisor.

Therapy

17. During the period of probation, Respondent shall attend therapy for 24 months with a masters or higher level behavioral health professional licensed at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of her therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit a letter addressing why he/she should be approved, acknowledging that he/she has reviewed the Consent Agreement and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.

18. Upon approval, the Board will provide the therapist with copies of any required evaluations completed at the request of the Board prior to this Consent Agreement and the Board's investigative report.

Focus and Frequency of Therapy

19. The focus of the therapy shall relate to resolving personal issues, transference, and triggers. Respondent shall meet in person with the therapist weekly for the first 12 months, and thereafter frequency can decrease to at least once a month based upon the therapist's recommendation.

Reports

20. Once approved, the therapist shall submit quarterly reports and a final summary report to the Board for review and approval. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the therapist shall notify the Board if more frequent therapy is needed. The reports shall address Respondent's current mental health status, medications prescribed, if any, treatment recommendation, and shall report if, in his/her

professional opinion, Respondent becomes unable to practice psychotherapy safely and competently. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Therapist

21. In the event that, during the period of Respondent's probation, Respondent's Board-approved therapist discontinues treatment, Respondent shall submit the name of a new therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued treatment, the proposed therapist shall submit a letter addressing why he/she should be approved, acknowledging that he/she has reviewed the Consent Agreement, and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.

GENERAL PROVISIONS

Provision of Clinical Supervision

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

Civil Penalty

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

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

the stay.

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

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

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

28. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a written statement providing the contact information of her new employer and a signed statement from

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

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

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

31. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date she would like to have this matter appear before the Board. Respondent

may appear before the Board, either in person or telephonically. Respondent must provide evidence that she has successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that she has addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.

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

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

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

35. 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

Marilyn A. Daniel

Marilyn A. Daniel

11-14-16

Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 15th day of November, 2016.

By: Tobi Zavala

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 15th day of November, 2016 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 15th day of November, 2016, to:

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

COPY of the foregoing mailed via
Certified mail no: 70142870000189574764,
This 15th day of November, 2016, to:

Marilyn A. Daniel
Address of Record
Respondent

BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: **Marilyn A. Daniel, LAC-14319,** **Licensed Associate Counselor,** **In the State of Arizona.** **RESPONDENT**	**CASE NO. 2015-0055** **CONSENT AGREEMENT**

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Marilyn A. Daniel ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives her right to such formal hearing concerning these allegations and irrevocably waives her right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke her acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.

5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein and may be used for purposes of determining sanctions in any future disciplinary matter.

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

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

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

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

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

...

FINDINGS OF FACT

1. Respondent is the holder of License No. LAC-14319 for the practice of counseling in Arizona.

2. Respondent is the owner of an agency ("Agency") that provides supervised visitation services.

3. In 05/14, a father ("Father") was court ordered to participate in supervised visitation and therapeutic reunification with his two minor daughters ("Children").

4. In 07/14, Father emailed Respondent and indicated the following:

   a. Father has been court ordered to participate in therapeutic reunification.

   b. Father would like Respondent's assistance with the requirement.

5. In response, instead of clearly notifying Father that she does not provide therapeutic reunification, Respondent extended an invitation of services.

6. Although Respondent maintains that no psychotherapy is provided at Agency, documentation seems to dispute this including:

   a. Father signed a consent for treatment form indicating:

      - "In therapy, you will work with a highly trained Mental Health Professional."
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      - "As you work with your counselor directly, he/she will give you more specific details of your diagnosis and specific recommendations for you to follow as you work together in healing."

   b. Emails between Father and Respondent included:

      - An 08/04/14 email from Father to Respondent which indicated:

i. Father is feeling better after his visit with Respondent.

ii. Father appreciates Respondent listening to his problems and giving him the advice to listen more.

- An 08/08/14 email from Respondent to Father indicating:

  i. "It's what I'm for to listen to you and try to guide you to a healthy way to live."

c. In 10/14 a Parenting Time Report included in Father's records, Respondent wrote, "In the first two sessions writer took the opportunity to get to know [Father] and begin [sic] to develop a treatment plan."

d. In 11/14, Court appointed Advisor submitted a report to the court which indicated:

- Respondent was appointed to provide reunification therapy to Father and Children.
- Respondent expressed concern that Children refuse to participate in family therapy with Father.
- It is Respondent's opinion that Children's mother ("Mother") encourages children not to participate in therapy with Father.
- Respondent stated that she met with Father 8 times and spoke with him on the telephone weekly "to support him with his mental health."

7. Respondent failed to clearly establish her role in the situation to multiple individuals, including Father.

8. As an associate counselor and owner of the agency, Respondent appeared to be practicing psychotherapy independently.

9. Respondent solicited Father's support in defense of her Board complaint which changed his role from former client to defense witness.

10. In 09/14, Respondent had Father sign multiple documents including:

a. A Consent for Treatment form

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11. The forms Respondent provided Father had another professional's name rather than Respondent's, and identified the service provider as the entity that Respondent shared office space with.

12. As the intended service provider, it was Respondent's responsibility to ensure that all necessary forms were accurate and congruent with any services rendered.

CONCLUSIONS OF LAW

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

2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(m), engaging or offering to engage as a licensee in activities that are not congruent with the licensee's professional education, training or experience.

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(15)(n), failing to comply with or violating, attempting to violate or assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant to this chapter, any lawful order of the board, or any formal order, consent agreement, term of

probation or stipulated agreement issued under this chapter, as it relates to:

a. A.A.C. R4-6-505 Licensed Associate Counselor - Independent Practice Prohibition

ORDER

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

Stayed Suspension

1. As of the effective date of this Consent Agreement, Respondent's license, LAC-14319, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and Respondent's license shall be placed on probation.

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

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

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

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

Probation

6. Respondent's license, LAC-14319, will be placed on probation, effective from the date of entry as signed below.

7. Respondent shall not practice under her license, LAC-14319, unless she is fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, she shall immediately notify the Board in writing and shall not practice under her license until she submits a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

Continuing Education

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

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

required course.

Clinical Supervision

11. While on probation, Respondent shall submit to clinical supervision for 24 months by a Licensed Professional Counselor with experience in family law. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing his/her prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she should be approved, acknowledge that he/she has reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

12. The focus of the supervision shall relate to boundaries, rules and laws in Arizona, documentation, and transference/countertransference. Respondent shall meet individually in person with the supervisor for a minimum of one hour at least weekly if working fulltime or twice monthly if working less than 20 hours per week. Supervised work experience and clinical supervision hours acquired during the consent agreement do not count toward independent licensure.

Reports

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

a. Dates of each clinical supervision session.

b. A comprehensive description of issues discussed during supervision

sessions.

14. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(F)(4).

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

Change of Clinical Supervisor During Probation

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

Therapy

17. During the period of probation, Respondent shall attend therapy for 24 months with a masters or higher level behavioral health professional licensed at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of her therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit a letter addressing why he/she should be approved, acknowledging that he/she has reviewed the Consent Agreement and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.

18. Upon approval, the Board will provide the therapist with copies of any required evaluations completed at the request of the Board prior to this Consent Agreement and the Board's investigative report.

Focus and Frequency of Therapy

19. The focus of the therapy shall relate to resolving personal issues, transference, and triggers. Respondent shall meet in person with the therapist weekly for the first 12 months, and thereafter frequency can decrease to at least once a month based upon the therapist's recommendation.

Reports

20. Once approved, the therapist shall submit quarterly reports and a final summary report to the Board for review and approval. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the therapist shall notify the Board if more frequent therapy is needed. The reports shall address Respondent's current mental health status, medications prescribed, if any, treatment recommendation, and shall report if, in his/her professional opinion, Respondent becomes unable to practice psychotherapy safely and competently. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Therapist

21. In the event that, during the period of Respondent's probation, Respondent's Board-approved therapist discontinues treatment, Respondent shall submit the name of a new therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued treatment, the proposed therapist shall submit a letter addressing why he/she should be approved, acknowledging that he/she has reviewed the Consent Agreement, and include the results of an initial assessment and a treatment plan regarding the proposed treatment of

Respondent.

GENERAL PROVISIONS

Provision of Clinical Supervision

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

Civil Penalty

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

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

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

26. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final

and the period of probation shall be extended until the matter is final.

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

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

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

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

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

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

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

33. Respondent shall be responsible for ensuring that all documentation required in

this Consent Agreement is provided to the Board in a timely manner.

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

35. 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

Marilyn A. Daniel

Marilyn A. Daniel

10-21-15

Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 22nd day of October, 2015.

By: Tobi Zavala

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 22nd day of October, 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 22nd day of October, 2015, to:

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

COPY of the foregoing mailed via
Certified mail no. 70142870000189573835,
This 22nd day of October, 2015, to:

Marilyn A. Daniel
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 22nd day of October, 2015 to:

C. Joy Elkins
Elkins & Pones, P.L.L.C.
200 W. Magee #160
Tucson, AZ 85012
Attorney for Respondent