

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 his
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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(15)(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 he 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 ...

FINDINGS OF FACT

1
2 1. Respondent is the holder of License No. LPC-2363 for the practice of
3 professional counseling in Arizona.

4 2. From 03/13 – 12/13, Respondent worked for a behavioral health agency
5 (“Agency 1”).

6 3. In 12/13, Respondent was involuntary terminated for backdating and falsifying
7 medical records.

8 4. In 04/14, Respondent submitted an application for employment to another
9 behavioral health agency (“Agency 2”).

10 5. On that employment application, Respondent misrepresented the basis of his
11 termination from Agency 1 as a disagreement with a supervisor.

12 6. After approximately 1 month after beginning his employment with Agency 2,
13 Respondent was involuntarily terminated for various performance issues and poor interpersonal
14 relationships with staff members.

15 7. In 08/14, Respondent submitted an application for employment to another
16 behavioral health agency (“Agency 3”).

17 8. On that employment application, Respondent failed to disclose his employment
18 history from Agency 1, an agency in which he was previously involuntarily terminated from.

19 9. Based on Respondent’s actions, it appears that he intentionally provided
20 inaccurate information on his employment applications to avoid full disclosure of his conduct.

21 10. On at least 2 occasions, Respondent failed to inform the Board of his change of
22 employment within 30 days, as required.

23 ...

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CONCLUSIONS OF LAW

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

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

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(15)(b), use of fraud or deceit in connection with rendering services
10 as a licensee or in establishing qualifications pursuant to this chapter.

11 4. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(15)(p), failing to conform to minimum practice standards as
13 developed by the Board as it relates to the following:

- 14 a. A.A.C. R4-6-205, Change of Address

ORDER

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

Stayed Suspension

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18 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
19 2363, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
20 Respondent's license shall be placed on probation.

21
22 2. During the stayed suspension portion of the Order, if Respondent is
23 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
24 and Respondent's license shall be automatically suspended as set forth above.
25 ...

Continuing Education

1 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within
2 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
3 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
4 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
5 completion, Respondent shall submit a certificate of completion of the required continuing
6 education.

7 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within
8 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
9 three semester credit hour graduate level behavioral health ethics course from an accredited
10 college or university, pre-approved by the Board Chair or designee. Upon completion,
11 Respondent shall submit to the Board an official transcript establishing completion of the
12 required course.

Clinical Supervision

13 11. While on probation, Respondent shall submit to clinical supervision for 24 months
14 by a masters or higher level behavioral health professional licensed at the independent level.
15 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
16 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
17 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing his/her
18 prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she
19 should be approved, acknowledge that he/she has reviewed the Consent Agreement and
20 include the results of an initial assessment and a supervision plan regarding the proposed
21 supervision of Respondent. The letter from the supervisor shall be submitted to the Board.
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Focus and Frequency of Clinical Supervision

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2 12. The focus of the supervision shall relate to how Respondent relates to authority,
3 countertransference, and documentation. Respondent shall meet in person with the supervisor
4 twice monthly.

Reports

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

- 10 a. Dates of each clinical supervision session.
- 11 b. A comprehensive description of issues discussed during supervision
12 sessions.
- 13 c. The results of each clinical documentation review by the supervisor.

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

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

Therapy

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22 16. During the period of probation, Respondent shall attend therapy for 24 months
23 with a masters or higher level behavioral health professional. Within 30 days of the date of this
24 Consent Agreement, Respondent shall submit the name of his therapist and the therapist's
25 curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days of the

1 date of this Consent Agreement, the therapist shall submit a letter addressing why he/she
2 should be approved, acknowledging that he/she has reviewed the Consent Agreement and
3 include the results of an initial assessment and a treatment plan regarding the proposed
4 treatment of Respondent.

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

8 **Focus and Frequency of Therapy**

9 18. The focus of the therapy shall relate to loss, grief, and stressors. Respondent
10 shall meet in person with the therapist twice monthly.

11 **Early Release**

12 19. After 12 months, and upon the recommendation of the supervisor and therapist,
13 Respondent may request early release from the Consent Agreement if all other terms of the
14 Consent Agreement have been met.

15 **GENERAL PROVISIONS**

16 **Provision of Clinical Supervision**

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

19 **Civil Penalty**

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

22 22. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
25 exception of the tolling provision under Paragraph 8, the stay of the civil penalty payment shall

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

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

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

15 25. If Respondent currently sees clients in their own private practice, and obtains any
16 other type of behavioral health position, either as an employee or independent contractor, where
17 he provides behavioral health services to clients of another individual or agency, he shall
18 comply with requirements set forth in Paragraphs 26 through 28 below.

19 26. Within 10 days of the effective date of this Order, if Respondent is working in a
20 position where Respondent provides any type of behavioral health related services or works in a
21 setting where any type of behavioral health, health care, or social services are provided,
22 Respondent shall provide the Board Chair or designee with a signed statement from
23 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board
25 ...

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

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

25 ...

1 deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

3 29. Respondent shall practice behavioral health using the name under which he is
4 licensed. If Respondent changes his name, he shall advise the Board of the name change as
5 prescribed under the Board's regulations and rules.

6 30. 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 he 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 he has successfully satisfied all terms and conditions in this Consent Agreement.
11 The Board has the sole discretion to determine whether all terms and conditions of this Consent
12 Agreement have been met and whether Respondent has adequately demonstrated that he has
13 addressed the issues contained in this Consent Agreement. In the event that the Board
14 determines that any or all terms and conditions of this Consent Agreement have not been met,
15 the Board may conduct such further proceedings as it determines are appropriate to address
16 those matters.

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

19 32. 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 33. This Consent Agreement shall be effective on the date of entry below.

22 34. 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 ...

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

1 Van E. Cave
2 Van E. Cave MC, LPC

6/12/15
Date

3 Van E. Cave

4 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

5 Dated this 19th day of June, 2015.

6 By: M. J. Zavala
7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

9 ORIGINAL of the foregoing filed

10 This 19th day of June, 2015 with:

11 Arizona Board of Behavioral Health Examiners
12 3443 N. Central Ave., Suite 1700
13 Phoenix, AZ 85012

14 COPY of the foregoing mailed via Interagency Mail

15 This 19th day of June, 2015, to:

16 Marc Harris
17 Assistant Attorney General
18 1275 West Washington
19 Phoenix, Arizona 85007

20 COPY of the foregoing mailed via

21 Certified mail no. 7014 2870 0001 8957 0643

22 This 19th day of June, 2015, to:

23 Van E. Cave
24 Address of Record
25 Respondent

COPY of the foregoing mailed via Mail

This 19th day of June, 2015 to:

Mandi Karvis
3030 N. 3rd St., Ste. 1300
Phoenix, AZ 85012
Attorney for Respondent