

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-12337 for the practice of social
3 work in Arizona.

4 2. Since 07/13, Respondent has been involuntarily terminated from three behavioral
5 health agencies.

6 3. On 07/09/13, Respondent was terminated from Agency 1 for failing to adhere to
7 work conduct policy.

8 4. On 11/01/13, Respondent was terminated during her probationary period at
9 Agency 2 due to failing to refrain from prejudicial behavior especially in the role of social worker.

10 5. Respondent admitted to making inappropriate comments regarding coworkers
11 religious beliefs and sexual orientation.

12 6. On 03/03/15, Respondent was involuntarily terminated from Agency 3 for
13 violating the rules of patient safety.

14 7. On employment applications for Agency 2, Agency 3, and her current employer,
15 Respondent misrepresented the basis for leaving her previous jobs, failing to disclose that she
16 had been involuntarily terminated.

17 CONCLUSIONS OF LAW

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

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

24 3. The conduct and circumstances described in the Findings of Fact constitute a
25 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized

1 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
2 welfare, or safety of a client, as it relates to:

3 NASW Code of Ethics 1.01 Respect:

4 (a). Social workers should treat colleagues with respect and should represent
5 accurately and fairly the qualifications, views, and obligations of colleagues.

6 (b). Social workers should avoid unwarranted negative criticism of colleagues in
7 communications with clients or with other professionals. Unwarranted negative
8 criticism may include demeaning comments that refer to colleagues' level of
9 competence or to individuals' attributes such as race, ethnicity, national origin,
10 color, sex, sexual orientation, gender identity or expression, age, marital status,
11 political belief, religion, immigration status, and mental or physical disability.

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

15 ORDER

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

18 Stayed Suspension

19 1. As of the effective date of this Consent Agreement, Respondent's license,
20 LMSW-12337, shall be **SUSPENDED** 24 months. However, the suspension shall be stayed and
21 Respondent's license shall be placed on probation.

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 ...

1 **Continuing Education**

2 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
4 three semester credit hour graduate level behavioral health ethics course from an accredited
5 college or university, pre-approved by the Board Chair or designee. Upon completion,
6 Respondent shall submit to the Board an official transcript establishing completion of the
7 required course.

8 **Clinical Supervision**

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

18 **Focus and Frequency of Clinical Supervision**

19 11. The focus of the supervision shall relate to standards and policies regarding work
20 processes, transference, ethics and boundaries. Respondent shall meet individually in person
21 with the supervisor for a minimum of one hour at least weekly if working fulltime or twice
22 monthly if working less than 20 hours per week.

23 **Reports**

24 12. Once approved, the supervisor shall submit quarterly reports for review and
25 approval by the Board Chair or designee. The quarterly reports shall include issues presented in

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

- 3 a. Dates of each clinical supervision session.
- 4 b. A comprehensive description of issues discussed during supervision
5 sessions.

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

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

13 Change of Clinical Supervisor During Probation

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

21 Therapy

22 16. During the period of probation, Respondent shall attend therapy for 24 months
23 with a masters or higher level behavioral health professional licensed at the independent level
24 with training in trauma. Within 30 days of the date of this Consent Agreement, Respondent shall
25 submit the name of her therapist and the therapist's curriculum vitae for pre-approval by the

1 Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
2 therapist shall submit a letter addressing why he/she should be approved, acknowledging that
3 he/she has reviewed the Consent Agreement and include the results of an initial assessment
4 and a treatment plan regarding the proposed 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 personal issues, transference, and
10 victimization. Respondent shall meet in person with the therapist twice monthly. After 12
11 months, and upon the recommendation of the therapist, Respondent may request early release
12 from therapy.

13 Reports

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

22 Change of Therapist

23 21. In the event that, during the period of Respondent's probation, Respondent's
24 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
25 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee

1 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
2 treatment, the proposed therapist shall submit a letter addressing why he/she should be
3 approved, acknowledging that he/she has reviewed the Consent Agreement, and include the
4 results of an initial assessment and a treatment plan regarding the proposed treatment of
5 Respondent.

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

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

10 **Civil Penalty**

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

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

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

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

6 27. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 she provides behavioral health services to clients of another individual or agency, she shall
9 comply with requirements set forth in Paragraphs 28 through 30 below.

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

18 29. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health 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 with a written
22 statement providing the contact information of her new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

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

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

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

20 32. Prior to the release of Respondent from probation, Respondent must submit a
21 written request to the Board for release from the terms of this Consent Agreement at least 30
22 days prior to the date she would like to have this matter appear before the Board. Respondent
23 may appear before the Board, either in person or telephonically. Respondent must provide
24 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.
25 The Board has the sole discretion to determine whether all terms and conditions of this Consent

1 Agreement have been met and whether Respondent has adequately demonstrated that she has
2 addressed the issues contained in this Consent Agreement. In the event that the Board
3 determines that any or all terms and conditions of this Consent Agreement have not been met,
4 the Board may conduct such further proceedings as it determines are appropriate to address
5 those matters.

6 ~~33. Respondent shall bear all costs relating to probation terms required in this~~
7 Consent Agreement.

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

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

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

14
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

16 
17 _____
Natasha N. Board

16 8/10/15
17 _____
Date

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

19 Dated this 10th day of August, 2015.

20
21 By: 
22 _____
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

23
24 **ORIGINAL** of the foregoing filed
25 This 10th day of August, 2015 with:

1 Arizona Board of Behavioral Health Examiners
2 3443 N. Central Ave., Suite 1700
3 Phoenix, AZ 85012

3 **COPY** of the foregoing, mailed via Interagency Mail
4 This 10th day of August, 2015, to:

4 Marc Harris
5 Assistant Attorney General
6 1275 West Washington
7 Phoenix, Arizona 85007

7 **COPY** of the foregoing mailed via
8 Certified mail no. 70142870000189570353
9 This 10th day of August, 2015, to:

9 Natasha N. Boord
10 Address of Record
11 Respondent

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