

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

3 **In the Matter of:**

4 **Jacquelyn P. Battle, LMSW-18502,**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0130**  
**CONSENT AGREEMENT**

8 In the interest of a prompt and speedy settlement of the above captioned matter,  
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona  
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)  
11 and 41-1092.07(F)(5), Jacquelyn P. Battle (“Respondent”) and the Board enter into this Consent  
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

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

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

5           5.     The findings contained in the Findings of Fact portion of this Consent Agreement  
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for  
7 the final disposition of this matter and may be used for purposes of determining sanctions in any  
8 future disciplinary matter.

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

16           7.     Respondent acknowledges and agrees that the acceptance of this Consent  
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
18 other proceedings as may be appropriate now or in the future. Furthermore, and  
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
20 preclude in any way any other state agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
22 in the future relating to this matter or other matters concerning Respondent, including but not  
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

25 ...

1 otherwise, about the views or intended actions of any other state agency or officer or political  
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LMSW-18502 for the practice of social  
15 work in Arizona.

16 2. Since 03/01/20, Respondent has been licensed as an LMSW.

17 3. During her investigative interview, Respondent represented she worked at  
18 various clinics and group homes since obtaining her license.

19 4. This included at least six facilities, including two agencies (“Agency 1” and  
20 “Agency 2”).

21 5. Respondent represented the following in her written response:

22 a. Contrary to the claim, she received supervision from a clinical supervisor  
23 (“Supervisor”) while working for Agency 1.

24 6. Respondent subsequently provided a 03/21 Outside Supervisor contract and  
25 clinical supervision notes ranging from 03/21 – 10/21.

1           7.       Clinical supervision notes included the following:

2                   a.    A 03/04/21 note where supervisees share information about their agency, the  
3                   population, experience, and they processed a client.

4                   b.    A 04/12/21 individual supervision session note noting Respondent came  
5                   prepared and presented several cases with needed details.

6                   c.    A 10/21/21 individual supervision session note indicating they discussed  
7                   cases in depth and therapeutic approaches for them.

8           8.       Agency 1 is owned by Respondent's husband ("Husband") and business partner  
9 ("Business Partner").

10          9.       Respondent represented the following during her investigative interview:

11                   a.    Respondent worked with Agency 1 for a few months, but does not recall the  
12                   dates.

13                   b.    Her role was like that of a supervisor, in that she handled scheduling, day to  
14                   day operations, and helped clients get what they needed.

15                   c.    Respondent did not really have any clients, but received clinical supervision.

16                   d.    She worked as a support for other therapists and completed intake  
17                   assessments and treatment plans.

18                   e.    Respondent sent the clinical supervision notes as proof she was supervised  
19                   because it was alleged she did not have supervision.

20          10.       Despite Respondent representing she did not have a case load of clients, she  
21                   was involved in the client's clinical care.

22          11.       Respondent initially represented she received clinical supervision at Agency 1,  
23                   supplying clinical supervision notes appearing to correspond with this employment, and later  
24                   represented she did not provide therapy services while working for Agency 1 during her  
25                   investigative interview.

1 12. Respondent represented the following during her investigative interview:

2 a. Respondent did not really have a direct supervisor at Agency 1.

3 b. If she had questions, she would talk to Business Partner or Husband.

4 c. Respondent did not have a direct supervisor at Agency 2.

5 d. She was receiving supervision from Supervisor, and she did not know that  
6 direct and clinical supervision were different things.

7 13. Respondent worked at multiple facilities, one which was owned by Husband,  
8 without direct supervision as an associate level licensee.

9 14. Additionally, the clinical supervision contract Respondent and Supervisor utilized  
10 did not outline the behavioral health agency the supervision would be for.

11 15. The contract was signed by Husband, as the CEO, Respondent, and Supervisor.

12 16. Respondent represented the following:

13 a. The clinical supervision contract that was submitted was for Agency 1, as that  
14 is where their relationship started.

15 b. Respondent utilized this clinical supervision contract for work at  
16 approximately four other facilities, and she did not have other contracts for  
17 those facilities.

18 c. Husband did not have ownership of the other facilities where Respondent  
19 provided therapy services.

20 17. Respondent was utilizing a contract originally meant for Agency 1 and signed by  
21 Husband, for other facilities he did not own.

22 18. This would indicate Respondent did not have a valid outside clinical supervision  
23 contract for approximately four facilities she provided therapy services in.

24 19. Respondent represents working with Agency 1 from 08/20 – 05/21.

25

1 20. Respondent did not have an outside clinical supervision contract at the beginning  
2 of her employment with Agency 1, between 08/20 – 02/21.

3 21. Furthermore, Respondent represented she was employed with Agency 2  
4 between 04/20 – 07/20.

5 22. Respondent represented the following during her investigative interview:

6 a. Respondent was the only licensed therapist at Agency 2, and the only one  
7 providing therapy services.

8 b. While she worked at Agency 2, she received clinical supervision from  
9 Supervisor.

10 23. Respondent either misrepresented her dates of employment or misrepresented  
11 having receiving clinical supervision from Supervisor at Agency 2.

12 24. Additionally, a review of Agency 1's consent forms showed they were missing six  
13 required elements.

14 25. Although Respondent represented she did not create the forms, she did review  
15 them and was unaware they were deficient.

16 26. Consent forms from an agency, owned by Respondent's husband and reviewed  
17 by Respondent, did not meet the minimum Board requirements.

18 **CONCLUSIONS OF LAW**

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

22 2. The conduct and circumstances described in the Findings of Fact constitute a  
23 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
24 applicable to the practice of behavioral health as it relates to:

25 A.A.C. R4-6-211 Direct Supervision: Supervised Work Experience:

1 General

2 3. The conduct and circumstances described in the Findings of Fact constitute a  
3 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
4 developed by the Board as it relates to:

5 A.A.C. R4-6-1101, Consent for Treatment

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, LMSW-18502, will be placed on probation for 12 months,  
10 effective from the date of entry as signed below.

11 2. Respondent shall not practice under their license, LMSW-18502, unless they are  
12 fully 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, they  
14 shall immediately notify the Board in writing and shall not practice under their license until they  
15 submit 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 they are granted approval to re-commence compliance with the Consent  
20 Agreement.

21 **Practice Restriction**

22 4. While on probation, Respondent may not participate in supervised private practice.

23 **Continuing Education**

24 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock

1 hours of continuing education addressing Arizona documentation. All required continuing  
2 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
3 shall submit a certificate of completion of the required continuing education.

4 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
6 hours of continuing education addressing behavioral health ethics. All required continuing  
7 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
8 shall submit a certificate of completion of the required continuing education.

9 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
10 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock  
11 hours of clinical supervision training specific to Arizona. All required continuing education shall  
12 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a  
13 certificate of completion of the required continuing education.

14 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
15 the first 12 months of the effective date of this Consent Agreement, Respondent shall complete  
16 5 clock hours in attendance of a Board meeting, or the equivalent time of the full Board meeting  
17 if less than 5 hours. All required continuing education shall be pre-approved by the Board Chair  
18 or designee. Upon completion, Respondent shall submit a certificate of completion of the  
19 required continuing education. Upon completion, Respondent shall submit a certificate of  
20 attendance at the Board meetings.

21 **Early Release**

22 9. After completion of the continuing education requirements set forth in this  
23 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
24 other terms of the Consent Agreement have been met.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 10. Respondent shall not provide clinical supervision to associate level licensees  
4 accruing and submitting hours towards independent licensure while subject to this Consent  
5 Agreement.

6 **Civil Penalty**

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

9 12. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
10 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
11 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
12 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
13 be automatically lifted and payment of the civil penalty shall be made by certified check or  
14 money order payable to the Board within 30 days after being notified in writing of the lifting of  
15 the stay.

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

23 14. The Board reserves the right to take further disciplinary action against  
24 Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
25 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
2 and the period of probation shall be extended until the matter is final.

3 15. If Respondent currently sees clients in their own private practice, and obtains any  
4 other type of behavioral health position, either as an employee or independent contractor, where  
5 they provide behavioral health services to clients of another individual or agency, they shall  
6 comply with requirements set forth in paragraphs 16 through 18 below.

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

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

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

15           19. Respondent shall practice behavioral health using the name under which they  
16 are licensed. If Respondent changes their name, they shall advise the Board of the name  
17 change as prescribed under the Board's regulations and rules.

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

1 Board determines that any or all terms and conditions of this Consent Agreement have not been  
2 met, the Board may conduct such further proceedings as it determines are appropriate to  
3 address those matters.

4 21. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

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


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

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

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

13   
Jacquelyn P. Battle (Jun 28, 2024 19:47 PDT)  
14 Jacquelyn P. Battle Jun 28, 2024  
Date

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

16 By:   
17 Tobi Zavala Jun 29, 2024  
18 TOBI ZAVALA, Executive Director Date  
Arizona Board of Behavioral Health Examiners

19 **ORIGINAL** of the foregoing filed Jun 29, 2024  
20 with:

21 Arizona Board of Behavioral Health Examiners  
22 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Jun 29, 2024  
24 to:

1 Mona Baskin  
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