

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

2
3 **In the Matter of:**

CASE NO. 2012-0117

4 **BRENT E. CASE, LPC-12277,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona,**

ORDER OF SUSPENSION

6 **Respondent**

7 On August 12, 2015, the Arizona Board of Behavioral Health Examiners ("Board")
8 accepted an Amended Consent Agreement placing Brent E. Case ("Respondent") on probation
9 subject to terms and conditions set forth in the Consent Agreement. The Consent Agreement
10 included the following provisions:

- 11 1. Respondent's license, LPC-12277, was suspended.
12 2. The suspension was stayed and Respondent's license was placed on probation.
13 3. If Respondent was noncompliant with the terms of the Consent Agreement in any
14 way, the stay of the suspension would be lifted and Respondent's license would be
15 automatically suspended.
16 4. Respondent had the right to contest the lifting of the stay by requesting in writing,
17 within 10 days of being notified of the automatic suspension of licensure, that the
18 matter be placed on a Board agenda for the Board to review and determine if the
19 automatic suspension of Respondent's license was supported by substantial
20 evidence.

21 On January 11, 2016, the Board mailed Respondent written notice that, because he
22 failed to comply with the terms of the Consent Agreement, the stay of the suspension of his
23 license was lifted and his license was suspended. Respondent was further advised that he had
24 the right to contest the lifting of the stay by submitting a written request for Board review within
25 10 days of the date of the letter. Respondent did not submit such a request.

ORDER

Therefore, IT IS ORDERED that License No. LPC-12277 issued to Brent E. Case is hereby **SUSPENDED** for 24 months.

Dated this 1st day of February, 2016

Tobi Zavala

Tobi Zavala, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed

The 1st day of February, 2016, with:

Arizona Board of Behavioral Health Examiners
3443 North Central Avenue, Suite 1700
Phoenix, AZ 85012

COPY of the foregoing mailed via Interagency Mail

This 1st day of February, 2016, to:

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

COPY of the foregoing mailed via

Certified mail no. 7042870000 8957587

This 1st day of February, 2016, to:

Brent E. Case
Address of Record
Respondent

COPY of the foregoing mailed via Mail

This 1st day of February, 2016 to:

Stephen Myers
One East Camelback Rd. #500
Phoenix, AZ 85012
Attorney for Respondent

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

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

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

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

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

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

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- e. Respondent then called Peer Support to tell her that it would at least be 10 more minutes before he returned.
 - f. When Peer Support told Respondent that Director had called to ask about him:
 - Respondent seemed very upset and said that he was in a lot of trouble because he was using his own car to transport Client 2.
 - Respondent stated that he could probably get out of this and asked Peer Support to tell anyone who asked that he was on a crisis call.
 - g. Peer Support was upset that Respondent asked her to lie for him.
6. A 06/29/11 Follow Up Memo indicated the following:
- a. Director received a call from Peer Support, who relayed that Respondent had asked her to lie for him about his whereabouts.
 - b. Respondent apologized for lying and admitted that he was stressed and worried that he was being so closely monitored.
7. A 06/30/11 Memo to File indicated the following:
- a. The Agency CEO ("CEO") and Director met with Respondent regarding an extensive list of caseload management issues, including the following:
 - Several treatment plans conflicted with annual updates.
 - Clients who were in the transition phase had not been seen for months.
 - Incomplete crisis plans.
 - b. These have been ongoing problems.
 - c. Respondent was defensive and did not understand the seriousness of the situation.
 - d. Respondent was told if he did not fix the problem he would be terminated.
8. A 09/02/11 email from Director to Respondent indicated the following:

- 1 a. Director had clearly indicated that all CASII's need to be completed by
- 2 Friday.
- 3 b. It was 6:12 p.m. and Director was there doing Respondent's job for him.
- 4 c. There was absolutely no excuse for this.
- 5 d. Since Respondent was already on a CAP, they needed to meet the following
- 6 week.
- 7 9. A 09/06/11 Memorandum to Respondent from Director indicated the following:
- 8 a. On 08/31/11, Respondent was asked to re-evaluate all CASIIs, which had
- 9 been scored incorrectly, by the close of business on Friday.
- 10 b. Respondent did not complete the re-evaluations and did not request for
- 11 extension.
- 12 c. Director and a co-worker had to review and complete the CASIIs for
- 13 Respondent.
- 14 d. Respondent had not met productivity requirements during in 05/11, 06/11 or
- 15 07/11 and continued to have ongoing case management issues.
- 16 e. As of 09/07/11, Respondent was put back on probation for six months subject
- 17 to continuing stipulations to avoid termination:
- 18 f. On 09/12/11, Respondent signed this Memorandum.
- 19 10. A 10/10/11 Annual Review indicated Respondent did "Not Meet Expectations" in
- 20 the following areas:
- 21 a. Quality of Work
- 22 b. Standards/Quantity of Work
- 23 c. Initiative
- 24 d. Overall Performance
- 25 ...

1 11. A 02/07/12 email to Respondent from an Agency billing specialist ("Billing
2 Specialist") indicated the following:

- 3 a. Respondent needed to fix documentation for notes on an Agency client
4 (Client 1").
- 5 b. Respondent's notes were insufficient to support the duration billed.
- 6 c. Other than identifying the client, Respondent's notes did not identify who
7 Respondent met with, where he met, or what services were provided.

8 12. A 02/23/12 Letter to Respondent from Director addressed the following ongoing
9 problems:

- 10 a. Clients who were released from the hospital did not receive timely visits.
- 11 b. Repeated attempts were made to get issues involving Respondent's car
12 insurance resolved.
- 13 c. Documentation deficiencies.
- 14 d. Productivity problems.
- 15 e. Potentially fraudulent billing errors.
- 16 f. Ethical conduct placing Respondent and Agency in a dangerous position.
- 17 g. Client 1 had Respondent's personal cell phone number, indicating a
18 boundary problem.

19 13. During the Board's investigation, Director indicated that it appeared that
20 Respondent became paranoid and seemed to be deteriorating mentally.

21 14. Director's statement is supported by statements in Respondent's 03/06/12
22 Grievance Letter to Agency, which indicated the following:

- 23 a. Respondent has been subjected to passive aggressive behavior by CEO and
24 Director since Respondent attempted to file a grievance in 04/10.
- 25 b. Ridicule, insults and psychological abuse impacted his job performance.

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- c. Respondent referenced "Opposite Day", where Director and CEO said the opposite of what they meant in order to mislead him Respondent.
 - d. Respondent believed someone put dog feces in his office as a prank.
 - e. Respondent believed documentation for some of his client sessions was removed from Agency's system.
 - f. Respondent described an occasion where he had been involved in "gaslighting" where a client was instructed to take a game piece from him and then that client told him that they didn't know what happened to the game piece.
 - g. Respondent claimed that he had been involved in "gaslighting" on more than one occasion and that his clients had been instructed to treat him this way.
15. Director's 02/23/12 letter to Respondent indicated the following:
- a. Respondent signed a transportation policy and attended a meeting addressing the importance of not transporting Agency clients in personal vehicles.
 - b. Respondent assured Director that he would not transport Client 1 in his personal vehicle anymore.
 - c. Despite this conversation, the transportation policy, and Respondent's discussion with Director, Respondent again transported Client 1 in his personal vehicle on 02/23/12.
 - d. Although Respondent denied having done so, he was observed with Client 1 in his vehicle.
16. On 02/23/12, Agency terminated Respondent.

1 17. Although Respondent told Director that he did not transported Client 1 in his
2 personal vehicle on 02/23/12, Respondent acknowledged the following during the Board's
3 investigation:

- 4 a. On 02/22/12, Respondent signed an Agency policy that prohibited employees
5 from transporting clients in their personal vehicles.
- 6 b. On 02/23/12, Respondent transported Client 1 in his personal vehicle to the
7 post office.
- 8 c. Respondent had the option of returning to Agency, getting a company
9 vehicle, and then taking Client 1 to the post office in a company vehicle, but
10 chose not to pursue this option.

11 18. Respondent indicated the following regarding his decision to transport Client 1 in
12 his personal vehicle in violation of the Agency policy prohibiting such conduct:

- 13 a. Client 1 asked him to take her to the post office after he dropped off a food
14 box for her.
- 15 b. He did not have sufficient opportunity to explain the new transportation policy
16 to Client 1.
- 17 c. He told Client 1 that this was the last time he would be able to provide
18 services in his own vehicle.

19 19. There is no information indicating that:

- 20 a. Respondent tried to communicate with anyone at Agency to resolve this
21 issue.
- 22 b. Respondent made any effort to get a company vehicle to use to transport
23 Client to the post office.

24 20. A review of Respondent's personal cell phone records reflects the following:
25 ...

1 a. While employed at Agency, where he was Client 1's assigned therapist,
2 Respondent used his personal cell phone to engage in regular and ongoing
3 communications with Client 1 via text messaging and phone calls.

4 b. Respondent initiated many of these communications.

5 21. During his 08/22/12 investigative interview, Respondent reported that his texting
6 with Client 1 usually occurred to remind him, during business hours, that she was out of food or
7 things of that nature.

8 22. All therapeutic communications with Client 1 should have been documented in
9 Client 1's clinical record.

10 23. None of the extensive number of communications reflected in Respondent's cell
11 phone records were documented in Client 1's record.

12 24. There is no legitimate basis for Respondent to have maintained regular and
13 ongoing communications with Client 1 using his personal cell phone without supporting
14 documentation establishing that such communications were therapeutically appropriate.

15 25. A 03/12/12 progress note indicated that Client 1 told her new Agency therapist
16 that Respondent continued to contact her via text after her termination from Agency and it was
17 making her uncomfortable.

18 26. Client 1's statement is supported by Respondent's phone records, which reflect
19 the following:

20 a. Following his termination from Agency, Licensee continued to communicate
21 with Client 1 via text messaging and phone calls.

22 b. Licensee initiated contact with Client 1 as follows:

- 23 • 4 texts on 03/01/12
- 24 • A text and a phone call on 03/02/12
- 25 • A text on 03/08/12

1 27. There is no legitimate basis for Respondent's continued communications with
2 Client following his termination from Agency.

3 28. Respondent's continued communications with Client 1 post-termination was
4 particularly inappropriate given that his termination from Agency was directly related to his
5 inappropriate conduct with Client 1.

6 29. Director alleged the following in his complaint to the Board:

7 a. On 02/23/12, Director and Witness confronted Respondent and asked him if
8 he transported Client 1 in his vehicle as alleged.

9 b. Respondent denied the allegation.

10 c. When asked who was in his vehicle Respondent responded, "Nobody in
11 particular".

12 d. When Director gave Respondent another chance to be honest about whether
13 he had transported Client 1, Respondent did not answer and became irritated
14 and walked out.

15 30. Director's representation that Respondent denied that he drove Client 1 in his
16 personal vehicle on 02/23/12 is supported by Director's 02/23/12 Letter to Respondent, which
17 indicated the following:

18 a. Although Respondent denied having transported Client 1 on 02/23/12, he
19 was observed with Client 1 in his car on that date.

20 31. Director's representation that Respondent denied that he drove Client 1 in his
21 personal vehicle on 02/23/12 is also supported by Client 1, who indicated the following in her
22 09/19/12 investigative interview:

23 a. Respondent drove her to the post office in his personal vehicle on 02/23/12.

24 b. Someone from Agency was behind them so Respondent had Client 1 duck
25 down because she wasn't supposed to be in Respondent's car.

- 1 32. During his 10/02/12 investigative interview, Respondent indicated the following:
- 2 a. Respondent denied Director's allegations that Respondent was not honest
- 3 about transporting Client 1 on 02/23/12.
- 4 b. When Director asked him whether he had done this, Respondent "guardedly"
- 5 admitted to Director that he had violated the policy by transporting Client 1.

6 33. Under these circumstances, there is a preponderance of evidence that

7 Respondent deliberately provided false information to Director by denying that he drove Client 1

8 to the post office in his personal vehicle where:

- 9 a. Director documented in his 02/23/12 letter to Respondent that Respondent's
- 10 statement denying that he drove Client 1 in his car was not credible where
- 11 Respondent was observed with Client 1 in his car.
- 12 b. Client 1 represented that Respondent had her duck down to avoid being seen
- 13 with her in his car on 02/23/12.

14 34. Respondent represented the following in his complaint response regarding his

15 post-termination contacts with Client 1:

- 16 a. He and Client 1 exchanged several text messages texted 02/24/12.
- 17 b. Respondent engaged in these communications because Client 1 appeared to
- 18 be in crisis.
- 19 c. Respondent then called the Agency on-call crisis worker and informed him of
- 20 the situation.
- 21 d. He ended all communication with Client 1 after this exchange of texts.

22 35. During his first investigative interview on 08/22/12, Respondent affirmed that he

23 did not have any further communications with Client 1 following their 02/24/12 exchange of

24 texts.

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1 36. During a second investigative interview on 10/02/12, Respondent again
2 affirmatively represented that he did not have any post-termination communications with Client
3 1 after their exchange of texts on 02/24/12.

4 37. Respondent also indicated during that interview that he tried to get his phone
5 records in response to a Board request letter, but Verizon indicated it could not provide those
6 records.

7 38. Despite Respondent's representation that he was unable to obtain his cell phone
8 records from Verizon, Board staff easily obtained these records via a subpoena.

9 39. Those records reflect the following:

- 10 a. Respondent had a number of communications, both phone calls and texts,
11 with Client 1 after 02/24/12.
12 b. Respondent initiated several of those communications.

13 40. These records corroborate Client 1's statement that she and Respondent
14 continued to communicate after his termination from Agency.

15 41. When shown these records, Respondent:

- 16 a. Denied that he sent Client 1 4 text messages on 03/01/12, as reflected in his
17 phone records.
18 b. Denied that he sent Client 1 a text or called her on 03/02/12, as reflected in
19 his phone records.
20 c. Denied that he sent Client 1 a text on 03/08/12, as reflected in his phone
21 records.
22 d. Indicated the discrepancy between his recollection and his phone records
23 may be due to:
24 • His periodic deletion of texts from his phone.

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1 2. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(12)(b), use of fraud or deceit in connection with rendering services
3 as a licensee.

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(12)(c)(ii), any oral or written misrepresentation of a fact by an
6 applicant or licensee in any statements provided during an investigation or disciplinary
7 proceeding by the Board.

8 4. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(12)(k), any conduct or practice that is contrary to the recognized
10 standards of ethics in the behavioral health profession, as it relates to the ACA Code of Ethics:

11 a. Section A.5.c. Nonprofessional Interactions or Relationships (Other Than
12 Sexual or Romantic Interactions or Relationships): Counselor–client
13 nonprofessional relationships with clients, former clients, their romantic partners,
14 or their family members should be avoided, except when the interaction is
15 potentially beneficial to the client. (See A.5.d.)

16 b. Section A.5.d. Potentially Beneficial Interactions:

17 When a counselor–client nonprofessional interaction with a client or former client
18 may be potentially beneficial to the client or former client, the counselor must
19 document in case records, prior to the interaction (when feasible), the rationale
20 for such an interaction, the potential benefit, and anticipated consequences for
21 the client or former client and other individuals significantly involved with the
22 client or former client. Such interactions should be initiated with appropriate client
23 consent. Where unintentional harm occurs to the client or former client, or to an
24 individual significantly involved with the client or former client, due to the
25 nonprofessional interaction, the counselor must show evidence of an attempt to

1 remedy such harm. Examples of potentially beneficial interactions include, but
2 are not limited to, attending a formal ceremony (e.g., a wedding/commitment
3 ceremony or graduation); purchasing a service or product provided by a client or
4 former client (excepting unrestricted bartering); hospital visits to an ill family
5 member; mutual membership in a professional association, organization, or
6 community.

7 5. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(12)(l), any conduct, practice or condition that impairs the ability of
9 the licensee to safely and competently practice the licensee's profession.

10 ORDER

11 Stayed Suspension

12 1. As of the effective date of this Consent Agreement, Respondent's license, LPC,
13 12277, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
14 Respondent's license shall be placed on probation.

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

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

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

1 Continuing Education

2 12. 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 13. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall take 6 clock hours
10 of the NASW Staying Out of Trouble continuing education course or a pre-approved equivalent
11 course. All required continuing education shall be pre-approved by the Board Chair or designee.
12 Upon completion, Respondent shall submit a certificate of completion of the required continuing
13 education.

14 Clinical Supervision

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

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

3 Therapy

4 20. During the period of probation, Respondent shall attend therapy for 12 months
5 with a masters or higher level behavioral health professional licensed at the independent level
6 with expertise in insight-oriented therapy. Within 30 days of the date of this Consent Agreement,
7 Respondent shall submit the name of his/her therapist and the therapist's curriculum vitae for
8 pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent
9 Agreement, the therapist shall submit a letter addressing why he/she should be approved,
10 acknowledging that he/she has reviewed the Consent Agreement and include the results of an
11 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

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

15 22. Within 60 days of the effective date of this Consent Agreement, Respondent may
16 submit quarterly reports from past therapeutic sessions with his previously approved therapist
17 for review and approval by the Board Chair or designee.

18 Focus and Frequency of Therapy

19 23. The focus of the therapy shall relate to increasing Respondent's self-awareness
20 regarding avoidance of criticism and tendency to meeting other's needs at no cost of his own.
21 Respondent shall meet in person with the therapist twice monthly.

22 Reports

23 24. Once approved, the therapist shall submit quarterly reports to the Board and a
24 final summary report to the Board for review and approval by the Board Chair or designee. The
25 quarterly reports shall include issues presented in this consent agreement that need to be

1 reported and the therapist shall notify the Board if more frequent therapy is needed. The reports
2 shall address Respondent's current mental health status, medications prescribed, if any,
3 treatment recommendation, and shall report if, in his professional opinion, Respondent becomes
4 unable to practice psychotherapy safely and competently. The final report shall also contain a
5 recommendation as to whether the Respondent should be released from this Consent
6 Agreement.

7 Provision of Clinical Supervision

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

10 Early Release

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

14 GENERAL PROVISIONS

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

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

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 29. 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 or designee with a written statement
7 providing the contact information of her 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(12)(n) and the Board will provide Respondent's
12 employer(s) with a copy of the Consent Agreement.

13 30. 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(12)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

6 32. 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 33. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

19 34. 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 35. This Consent Agreement shall be effective on the date of entry below.

22 36. 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.

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PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Brent E. Case
Brent E. Case

6-2-15
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 12th day of August, 2015.

By: *Tobi Zavala*
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 12th day of August, 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 12th day of August, 2015, to:

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

COPY of the foregoing mailed via
Certified mail no. 70142810000189572616
This 12th day of August, 2015, to:

Brent E. Case
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 12th day of August, 2015 to:

Stephen Myers
One East Camelback Rd. #500
Phoenix, AZ 85012
Attorney for Respondent

1 3. Respondent has the right to consult with an attorney prior to entering into this
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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
13 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
14 that Respondent agrees that should the Board reject this Consent Agreement and this case
15 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
16 review and discussion of this document or of any records relating thereto.

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

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

24 ...

25 ...

1 e. Respondent then called Peer Support to tell her that it would at least be 10
2 more minutes before he returned.

3 f. When Peer Support told Respondent that Director had called to ask about
4 him:

- 5 • Respondent seemed very upset and said that he was in a lot of trouble
6 because he was using his own car to transport Client 2.
- 7 • Respondent stated that he could probably get out of this and asked Peer
8 Support to tell anyone who asked that he was on a crisis call.

9 g. Peer Support was upset that Respondent asked her to lie for him.

10 6. A 06/29/11 Follow Up Memo indicated the following:

11 a. Director received a call from Peer Support, who relayed that Respondent had
12 asked her to lie for him about his whereabouts.

13 b. Respondent apologized for lying and admitted that he was stressed and
14 worried that he was being so closely monitored.

15 7. A 06/30/11 Memo to File indicated the following:

16 a. The Agency CEO ("CEO") and Director met with Respondent regarding an
17 extensive list of caseload management issues, including the following:

- 18 • Several treatment plans conflicted with annual updates.
- 19 • Clients who were in the transition phase had not been seen for months.
- 20 • Incomplete crisis plans.

21 b. These have been ongoing problems.

22 c. Respondent was defensive and did not understand the seriousness of the
23 situation.

24 d. Respondent was told if he did not fix the problem he would be terminated.

25 8. A 09/02/11 email from Director to Respondent indicated the following:

1 a. Director had clearly indicated that all CASII's need to be completed by
2 Friday.

3 b. It was 6:12 p.m. and Director was there doing Respondent's job for him.

4 c. There was absolutely no excuse for this.

5 d. Since Respondent was already on a CAP, they needed to meet the following
6 week.

7 9. A 09/06/11 Memorandum to Respondent from Director indicated the following:

8 a. On 08/31/11, Respondent was asked to re-evaluate all CASIIs, which had
9 been scored incorrectly, by the close of business on Friday.

10 b. Respondent did not complete the re-evaluations and did not request for
11 extension.

12 c. Director and a co-worker had to review and complete the CASIIs for
13 Respondent.

14 d. Respondent had not met productivity requirements during in 05/11, 06/11 or
15 07/11 and continued to have ongoing case management issues.

16 e. As of 09/07/11, Respondent was put back on probation for six months subject
17 to continuing stipulations to avoid termination:

18 f. On 09/12/11, Respondent signed this Memorandum.

19 10. A 10/10/11 Annual Review indicated Respondent did "Not Meet Expectations" in
20 the following areas:

21 a. Quality of Work

22 b. Standards/Quantity of Work

23 c. Initiative

24 d. Overall Performance

25 . . .

1 11. A 02/07/12 email to Respondent from an Agency billing specialist ("Billing
2 Specialist") indicated the following:

- 3 a. Respondent needed to fix documentation for notes on an Agency client
4 (Client 1").
- 5 b. Respondent's notes were insufficient to support the duration billed.
- 6 c. Other than identifying the client, Respondent's notes did not identify who
7 Respondent met with, where he met, or what services were provided.

8 12. A 02/23/12 Letter to Respondent from Director addressed the following ongoing
9 problems:

- 10 a. Clients who were released from the hospital did not receive timely visits.
- 11 b. Repeated attempts were made to get issues involving Respondent's car
12 insurance resolved.
- 13 c. Documentation deficiencies.
- 14 d. Productivity problems.
- 15 e. Potentially fraudulent billing errors.
- 16 f. Ethical conduct placing Respondent and Agency in a dangerous position.
- 17 g. Client 1 had Respondent's personal cell phone number, indicating a
18 boundary problem.

19 13. During the Board's investigation, Director indicated that it appeared that
20 Respondent became paranoid and seemed to be deteriorating mentally.

21 14. Director's statement is supported by statements in Respondent's 03/06/12
22 Grievance Letter to Agency, which indicated the following:

- 23 a. Respondent has been subjected to passive aggressive behavior by CEO and
24 Director since Respondent attempted to file a grievance in 04/10.
- 25 b. Ridicule, insults and psychological abuse impacted his job performance.

- 1 c. Respondent referenced "Opposite Day", where Director and CEO said the
2 opposite of what they meant in order to mislead him Respondent.
3 d. Respondent believed someone put dog feces in his office as a prank.
4 e. Respondent believed documentation for some of his client sessions was
5 removed from Agency's system.
6 f. Respondent described an occasion where he had been involved in
7 "gaslighting" where a client was instructed to take a game piece from him and
8 then that client told him that they didn't know what happened to the game
9 piece.
10 g. Respondent claimed that he had been involved in "gaslighting" on more than
11 one occasion and that his clients had been instructed to treat him this way.

12 15. Director's 02/23/12 letter to Respondent indicated the following:

- 13 a. Respondent signed a transportation policy and attended a meeting
14 addressing the importance of not transporting Agency clients in personal
15 vehicles.
16 b. Respondent assured Director that he would not transport Client 1 in his
17 personal vehicle anymore.
18 c. Despite this conversation, the transportation policy, and Respondent's
19 discussion with Director, Respondent again transported Client 1 in his
20 personal vehicle on 02/23/12.
21 d. Although Respondent denied having done so, he was observed with Client 1
22 in his vehicle.

23 16. On 02/23/12, Agency terminated Respondent.
24 . . .
25 . . .

1 17. Although Respondent told Director that he did not transported Client 1 in his
2 personal vehicle on 02/23/12, Respondent acknowledged the following during the Board's
3 investigation:

- 4 a. On 02/22/12, Respondent signed an Agency policy that prohibited employees
5 from transporting clients in their personal vehicles.
- 6 b. On 02/23/12, Respondent transported Client 1 in his personal vehicle to the
7 post office.
- 8 c. Respondent had the option of returning to Agency, getting a company
9 vehicle, and then taking Client 1 to the post office in a company vehicle, but
10 chose not to pursue this option.

11 18. Respondent indicated the following regarding his decision to transport Client 1 in
12 his personal vehicle in violation of the Agency policy prohibiting such conduct:

- 13 a. Client 1 asked him to take her to the post office after he dropped off a food
14 box for her.
- 15 b. He did not have sufficient opportunity to explain the new transportation policy
16 to Client 1.
- 17 c. He told Client 1 that this was the last time he would be able to provide
18 services in his own vehicle.

19 19. There is no information indicating that:

- 20 a. Respondent tried to communicate with anyone at Agency to resolve this
21 issue.
- 22 b. Respondent made any effort to get a company vehicle to use to transport
23 Client to the post office.

24 20. A review of Respondent's personal cell phone records reflects the following:
25 . . .

1 a. While employed at Agency, where he was Client 1's assigned therapist,
2 Respondent used his personal cell phone to engage in regular and ongoing
3 communications with Client 1 via text messaging and phone calls.

4 b. Respondent initiated many of these communications.

5 21. During his 08/22/12 investigative interview, Respondent reported that his texting
6 with Client 1 usually occurred to remind him, during business hours, that she was out of food or
7 things of that nature.

8 22. All therapeutic communications with Client 1 should have been documented in
9 Client 1's clinical record.

10 23. None of the extensive number of communications reflected in Respondent's cell
11 phone records were documented in Client 1's record.

12 24. There is no legitimate basis for Respondent to have maintained regular and
13 ongoing communications with Client 1 using his personal cell phone without supporting
14 documentation establishing that such communications were therapeutically appropriate.

15 25. A 03/12/12 progress note indicated that Client 1 told her new Agency therapist
16 that Respondent continued to contact her via text after her termination from Agency and it was
17 making her uncomfortable.

18 26. Client 1's statement is supported by Respondent's phone records, which reflect
19 the following:

20 a. Following his termination from Agency, Licensee continued to communicate
21 with Client 1 via text messaging and phone calls.

22 b. Licensee initiated contact with Client 1 as follows:

- 23 • 4 texts on 03/01/12
- 24 • A text and a phone call on 03/02/12
- 25 • A text on 03/08/12

1 27. There is no legitimate basis for Respondent's continued communications with
2 Client following his termination from Agency.

3 28. Respondent's continued communications with Client 1 post-termination was
4 particularly inappropriate given that his termination from Agency was directly related to his
5 inappropriate conduct with Client 1.

6 29. Director alleged the following in his complaint to the Board:

7 a. On 02/23/12, Director and Witness confronted Respondent and asked him if
8 he transported Client 1 in his vehicle as alleged.

9 b. Respondent denied the allegation.

10 c. When asked who was in his vehicle Respondent responded, "Nobody in
11 particular".

12 d. When Director gave Respondent another chance to be honest about whether
13 he had transported Client 1, Respondent did not answer and became irritated
14 and walked out.

15 30. Director's representation that Respondent denied that he drove Client 1 in his
16 personal vehicle on 02/23/12 is supported by Director's 02/23/12 Letter to Respondent, which
17 indicated the following:

18 a. Although Respondent denied having transported Client 1 on 02/23/12, he
19 was observed with Client 1 in his car on that date.

20 31. Director's representation that Respondent denied that he drove Client 1 in his
21 personal vehicle on 02/23/12 is also supported by Client 1, who indicated the following in her
22 09/19/12 investigative interview:

23 a. Respondent drove her to the post office in his personal vehicle on 02/23/12.

24 b. Someone from Agency was behind them so Respondent had Client 1 duck
25 down because she wasn't supposed to be in Respondent's car.

1 32. During his 10/02/12 investigative interview, Respondent indicated the following:

2 a. Respondent denied Director's allegations that Respondent was not honest
3 about transporting Client 1 on 02/23/12.

4 b. When Director asked him whether he had done this, Respondent "guardedly"
5 admitted to Director that he had violated the policy by transporting Client 1.

6 33. Under these circumstances, there is a preponderance of evidence that
7 Respondent deliberately provided false information to Director by denying that he drove Client 1
8 to the post office in his personal vehicle where:

9 a. Director documented in his 02/23/12 letter to Respondent that Respondent's
10 statement denying that he drove Client 1 in his car was not credible where
11 Respondent was observed with Client 1 in his car.

12 b. Client 1 represented that Respondent had her duck down to avoid being seen
13 with her in his car on 02/23/12.

14 34. Respondent represented the following in his complaint response regarding his
15 post-termination contacts with Client 1:

16 a. He and Client 1 exchanged several text messages texted 02/24/12.

17 b. Respondent engaged in these communications because Client 1 appeared to
18 be in crisis.

19 c. Respondent then called the Agency on-call crisis worker and informed him of
20 the situation.

21 d. He ended all communication with Client 1 after this exchange of texts.

22 35. During his first investigative interview on 08/22/12, Respondent affirmed that he
23 did not have any further communications with Client 1 following their 02/24/12 exchange of
24 texts.

1 36. During a second investigative interview on 10/02/12, Respondent again
2 affirmatively represented that he did not have any post-termination communications with Client
3 1 after their exchange of texts on 02/24/12.

4 37. Respondent also indicated during that interview that he tried to get his phone
5 records in response to a Board request letter, but Verizon indicated it could not provide those
6 records.

7 38. Despite Respondent's representation that he was unable to obtain his cell phone
8 records from Verizon, Board staff easily obtained these records via a subpoena.

9 39. Those records reflect the following:

- 10 a. Respondent had a number of communications, both phone calls and texts,
11 with Client 1 after 02/24/12.
12 b. Respondent initiated several of those communications.

13 40. These records corroborate Client 1's statement that she and Respondent
14 continued to communicate after his termination from Agency.

15 41. When shown these records, Respondent:

- 16 a. Denied that he sent Client 1 4 text messages on 03/01/12, as reflected in his
17 phone records.
18 b. Denied that he sent Client 1 a text or called her on 03/02/12, as reflected in
19 his phone records.
20 c. Denied that he sent Client 1 a text on 03/08/12, as reflected in his phone
21 records.
22 d. Indicated the discrepancy between his recollection and his phone records
23 may be due to:
24 • His periodic deletion of texts from his phone.

25 ...

- He may have accidentally hit "send" instead of "delete" with regard to a text he received from Client 1.

42. Given that Licensee's phone records clearly reflect that he engaged in a number of communications with Client 1 after 02/24/12 and that those records corroborate Client 1's statement that she and Licensee continued to communicate after 02/24/12, Licensee's repeated representations that he did not communicate with Client 1 after 02/24/12 appear to be deliberate misrepresentations to the Board.

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(12)(b), use of fraud or deceit in connection with rendering services as a licensee.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(12)(c)(ii), any oral or written misrepresentation of a fact by an applicant or licensee in any statements provided during an investigation or disciplinary proceeding by the Board.

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(12)(k), any conduct or practice that is contrary to the recognized standards of ethics in the behavioral health profession, as it relates to the ACA Code of Ethics:

- a. Section A.5.c. Nonprofessional Interactions or Relationships (Other Than Sexual or Romantic Interactions or Relationships):

...

...

1 Counselor–client nonprofessional relationships with clients, former clients, their
2 romantic partners, or their family members should be avoided, except when the
3 interaction is potentially beneficial to the client. (See A.5.d.)

4 b. Section A.5.d. Potentially Beneficial Interactions:

5 When a counselor–client nonprofessional interaction with a client or former client
6 may be potentially beneficial to the client or former client, the counselor must
7 document in case records, prior to the interaction (when feasible), the rationale
8 for such an interaction, the potential benefit, and anticipated consequences for
9 the client or former client and other individuals significantly involved with the
10 client or former client. Such interactions should be initiated with appropriate client
11 consent. Where unintentional harm occurs to the client or former client, or to an
12 individual significantly involved with the client or former client, due to the
13 nonprofessional interaction, the counselor must show evidence of an attempt to
14 remedy such harm. Examples of potentially beneficial interactions include, but
15 are not limited to, attending a formal ceremony (e.g., a wedding/commitment
16 ceremony or graduation); purchasing a service or product provided by a client or
17 former client (excepting unrestricted bartering); hospital visits to an ill family
18 member; mutual membership in a professional association, organization, or
19 community.

20 5. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(12)(I), any conduct, practice or condition that impairs the ability of
22 the licensee to safely and competently practice the licensee's profession.

23 **ORDER**

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

1 college or university, pre-approved by the Counseling Credentialing Committee Chair or
2 designee. Upon completion, Respondent shall submit to the Board an official transcript
3 establishing completion of the required course.

4 8. 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 take 6 clock hours
6 of the NASW Staying Out of Trouble continuing education course or a pre-approved equivalent
7 course. All required continuing education shall be pre-approved by the Counseling Credentialing
8 Committee Chair or designee. Upon completion, Respondent shall submit a certificate of
9 completion of the required continuing education.

10 **Clinical Supervision**

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

21 **Focus and Frequency of Clinical Supervision**

22 10. The focus of the supervision shall relate to current behavioral health
23 documentation standards in Arizona; boundary issues; and professional role and attitude toward
24 authority. Respondent shall meet individually in person with the supervisor for a minimum of
25 twice monthly if working fulltime or once monthly if working less than 20 hours per week.

1 Reports

2 11. Once approved, the supervisor shall submit quarterly reports for review and
3 approval by the Counseling Credentialing Committee Chair or designee. The quarterly reports
4 shall include issues presented in this consent agreement that need to be reported and the
5 supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall
6 include the following:

- 7 a. Dates of each clinical supervision session
- 8 b. A comprehensive description of issues discussed during supervision sessions

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

12 13. After 24 months, the supervisor shall submit a final summary report for review
13 and approval by the Counseling Credentialing Committee Chair or designee. The final report
14 shall also contain a recommendation as to whether the Respondent should be released from
15 this Consent Agreement.

16 Change of Clinical Supervisor During Probation

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

24 ...
25 ...

1 Therapy

2 15. During the period of probation, Respondent shall attend therapy for 12 months
3 with a masters or higher level behavioral health professional licensed at the independent level
4 with expertise in Insight-oriented therapy. Within 30 days of the date of this Consent Agreement,
5 Respondent shall submit the name of his/her therapist and the therapist's curriculum vitae for
6 pre-approval by the Counseling Committee Chair or designee. Also within 30 days of the date of
7 this Consent Agreement, the therapist shall submit a letter addressing why he/she should be
8 approved, acknowledging that he/she has reviewed the Consent Agreement and include the
9 results of an initial assessment and a treatment plan regarding the proposed treatment of
10 Respondent.

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

14 Focus and Frequency of Therapy

15 17. The focus of the therapy shall relate to increasing Respondent's self-awareness
16 regarding avoidance of criticism and tendency to meeting other's needs at no cost of his own.
17 Respondent shall meet in person with the therapist twice monthly.

18 Reports

19 18. Once approved, the therapist shall submit quarterly reports to the Committee and
20 a final summary report to the Board for review and approval by the Counseling Credentialing
21 Committee chair or designee. The quarterly reports shall include issues presented in this
22 consent agreement that need to be reported and the therapist shall notify the Board if more
23 frequent therapy is needed. The reports shall address Respondent's current mental health
24 status, medications prescribed, if any, treatment recommendation, and shall report if, in his
25 professional opinion, Respondent becomes unable to practice psychotherapy safely and

1 competently. The final report shall also contain a recommendation as to whether the
2 Respondent should be released from this Consent Agreement.

3 **Provision of Clinical Supervision**

4 19. Respondent shall not provide clinical supervision while subject to this Consent
5 Agreement.

6 **Early Release**

7 20. After 12 months and upon the clinical supervisor's and therapist's
8 recommendation, Respondent may request early release from the Consent Agreement if all
9 other terms of the Consent Agreement have been met.

10 **GENERAL PROVISIONS**

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

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

24 23. If Respondent is not employed as of the effective date of this Order, within 10
25 days of accepting employment in a position where Respondent provides any type of behavioral

1 health related services or in a setting where any type of behavioral health, health care, or social
2 services are provided, Respondent shall provide the Counseling Credentialing Committee Chair
3 or designee with a written statement providing the contact information of her new employer and
4 a signed statement from Respondent's new employer confirming Respondent provided the
5 employer with a copy of this Consent Agreement. If Respondent does not provide the
6 employer's statement to the Board within 10 days, as required, Respondent's failure to provide
7 the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(12)(n) and
8 the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

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

23 25. Respondent shall practice counseling using the name under which he is licensed.
24 If Respondent changes his name, he shall advise the Board of the name change as prescribed
25 under the Board's regulations and rules.

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

12 27. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

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

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

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

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

21 
22 BRENT E. CASE

3-27-13
Date

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

24 Dated this 29th day of March, 2013.
25

1 By: Debra Rinaudo
2 DEBRA RINAUDO, Executive Director
3 Arizona Board of Behavioral Health Examiners

4 **ORIGINAL** of the foregoing filed
5 This 29th day of March, 2013 with:

6 Arizona Board of Behavioral Health Examiners
7 3443 N. Central Ave., Suite 1700
8 Phoenix, AZ 85012

9 **COPY** of the foregoing mailed via Interagency Mail
10 This 29th day of March, 2013, to:

11 Marc H. Harris
12 Assistant Attorney General
13 1275 West Washington
14 Phoenix, Arizona 85007

15 **COPY** of the foregoing mailed via
16 Certified mail no. 7012 1010 0000 1914 4113
17 This 29th day of March, 2013, to:

18 Brent E. Case
19 Address of Record
20 Respondent

21 MZ
22 Tobi Zavala, Compliance Officer
23 602-542-1617
24
25