





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

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

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

18           8.     Respondent further understands that any violation of this Consent Agreement  
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(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 he has failed to comply with the  
23 terms of this Consent Agreement or of the practice act.

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

25     ...

**FINDINGS OF FACT**

1           1.     Respondent is the holder of License No. LMSW-13594 for the practice of social  
2 work in Arizona.

3           2.     Respondent facilitated groups for an agency ("Agency") on a "fee for service"  
4 basis.

5           3.     On 06/18/13, Respondent was unable to attend a scheduled Agency group, and  
6 took the following actions:

7                 a.     Contacted his intern ("Intern") and asked him to attend in Respondent's  
8 absence.

9                 b.     Directed Intern to have clients sign in the group so they received credit for  
10 attending.

11           4.     Respondent's time sheet indicated he conducted a two-hour group session on  
12 06/18/13.

13           5.     Agency's Employee Absenteeism Policy indicated that staff who would be late or  
14 absent must notify their supervisor as far in advance as possible by speaking with their  
15 supervisor or another member of management.

16           6.     Respondent failed to notify his supervisor or a member of management prior to  
17 his absence.

**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.     A.R.S. §32-3251(12)(h), obtaining a fee by fraud, deceit, or misrepresentation.  
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1 All required continuing education shall be pre-approved by the Board Chair or designee. Upon  
2 completion, Respondent shall submit a certificate of completion of the required continuing  
3 education.

#### 4 Early Release

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

#### 8 GENERAL PROVISIONS

##### 9 Provision of Clinical Supervision

10 6. Respondent shall not provide clinical supervision while subject to this Consent  
11 Agreement.

##### 12 Civil Penalty

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

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

22 9. Within 10 days of being notified of the lifting of the stay, Respondent may request  
23 that the matter be reviewed by the Board for the limited purpose of determining whether the  
24 automatic lifting of the stay was supported by substantial evidence. If the Board receives the  
25 written request within 10 days or less of the next regularly scheduled Board meeting, the

1 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board  
2 meeting. The Board's decision on this matter shall not be subject to further review.

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

8 11. If Respondent currently sees clients in their own private practice, and obtains any  
9 other type of behavioral health position, either as an employee or independent contractor, where  
10 he provides behavioral health services to clients of another individual or agency, he shall  
11 comply with requirements set forth in Paragraphs 12 through 14 below.

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

20 13. If Respondent is not employed as of the effective date of this Order, within 10  
21 days of accepting employment in a position where Respondent provides any type of behavioral  
22 health related services or in a setting where any type of behavioral health, health care, or social  
23 services are provided, Respondent shall provide the Board Chair or designee with a written  
24 statement providing the contact information of his new employer and a signed statement from  
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

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

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

19 15. Respondent shall practice behavioral health using the name under which he is  
20 licensed. If Respondent changes his name, he shall advise the Board of the name change as  
21 prescribed under the Board's regulations and rules.

22 16. Prior to the release of Respondent from probation, Respondent must submit a  
23 written request to the Board for release from the terms of this Consent Agreement at least 30  
24 days prior to the date he would like to have this matter appear before the Board. Respondent  
25 may appear before the Board, either in person or telephonically. Respondent must provide

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

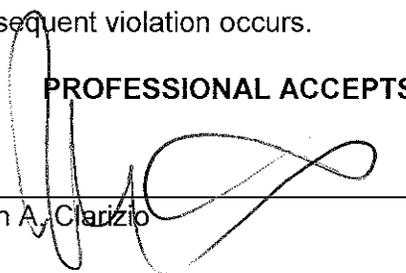
8 17. Respondent shall bear all costs relating to probation terms required in this  
9 Consent Agreement.

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

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

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

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

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18 \_\_\_\_\_  
19 John A. Clarizio

17 15 Sept 2015  
18 \_\_\_\_\_  
19 Date

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

21 Dated this 20th day of September, 2015.

22 By:

23   
24 \_\_\_\_\_  
25 TOBÍ ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

26 **ORIGINAL** of the foregoing filed  
27 This 20th day of September, 2015 with:

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

3 **COPY** of the foregoing mailed via Interagency Mail  
4 This 25<sup>th</sup> day of September, 2015, to:

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

7 **COPY** of the foregoing mailed via  
8 Certified mail no. 70142870000189571268  
This 29<sup>th</sup> day of September, 2015, to:

9 John A. Clarizio  
10 Address of Record  
Respondent

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