

1 Consent Agreement.

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

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining
8 sanctions in any 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

25 ...

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License Nos. LPC-2097 and LISAC-1552 for the
4 practice of counseling and substance abuse counseling in Arizona.

5 2. On 06/03/16, following its review of this matter, the Board voted to consolidate
6 Case Nos. 2014-0100 and 2015-0113.

7 **Case No. 2014-0100**

8 3. Respondent is the owner and clinical supervisor of a behavioral health agency
9 ("Agency").

10 4. In 10/13, the Board received a complaint indicating that Respondent received
11 payment kickbacks for referring DUI clients to a company ("Company") for their ignition interlock
12 devices.

13 5. During her investigative interview with Board staff, Respondent estimated that
14 she received referral fees for 6-9 months and that she received around \$500-700 in total from
15 Company.

16 6. Respondent represents that she no longer receives kickbacks or referral fees
17 and plans to return or donate the money to charity once she determines the amount of money
18 involved.

19 7. From around 06/13 – 07/13, Respondent's minor grandson ("Grandson") worked
20 at Agency.

21 8. In her written complaint response, Respondent indicated the following regarding
22 Grandson:

- 23 a. "After discussing it with his mother, we decided to go in halves for
24 [Grandson's] pay. We each used our personal funds to pay him. So it is true
25 that he was paid in cash, but not because I did not want to pay taxes."

1 b. Grandson worked 20-30 hours per week and only while Respondent was
2 present.

3 c. Respondent would also have Grandson carry boxes of closed files and load
4 them into her vehicle.

5 d. It is true that Grandson had access to client files, but he never showed any
6 interest in them.

7 e. Grandson did go with Respondent to court on 3 occasions.

8 9. Grandson's presence in a behavioral health agency for 20-30 hours per week,
9 and exposure to various aspects of client care, created an avoidable breach of client
10 confidentiality.

11 10. In defense of her Board complaint, Respondent acknowledges contacting all but
12 one of the five clients mentioned in the complaint.

13 11. In support of her defense against the complaint allegations, Respondent
14 submitted four letters from Agency clients regarding their perspectives of a situation mentioned
15 in the complaint.

16 12. When questioned about this matter by Board staff, Respondent indicated the
17 following:

18 a. The clients asked Respondent if she wanted them to write something
19 regarding the matter, and Respondent replied that they didn't have to but it
20 would be nice.

21 b. When asked if she thought it was appropriate to contact the clients about this
22 situation, Respondent indicated, "Well you know, after the fact, probably not. I
23 wanted something to address the complaint."

24 c. Respondent didn't know how believable her defense would be against the
25 complaint without submitting some type of documentation.

1 Respondent began requesting that Client come in 15-20 minutes early so she
2 could speak with him to determine what was going on with him.

3 b. "So I talked with him for like every week for 15, 20 minutes. And I didn't
4 document it. I admit that. It was a very casual conversation."

5 c. "I always asked him any suicidal thoughts this week or last week."

6 d. Client would always respond no.

7 e. "I can do all the follow through in the world but if it's not documented, nobody can
8 know."

9 f. After receiving the Board complaints, Respondent recognizes the importance of
10 documentation and modified/added clinical documents such as the safety plan
11 and suicide assessment form.

12 18. As the clinical supervisor of a behavioral health agency, Respondent is
13 responsible for providing adequate oversight and supervision.

14 19. As the clinical supervisor, Respondent should be aware that all contact with a
15 client that relates to the client's health, safety, welfare or treatment, is required to be
16 documented in the clinical record.

17 20. In 05/13, Respondent terminated Employee's employment with Agency.

18 21. In 06/13, while Employee's LAC application was pending, Respondent submitted
19 information to the Board alleging that Employee had engaged in various practices of
20 unprofessional conduct.

21 22. Approximately 5 months after submitting the information to the Board,
22 Respondent submitted another letter to the Board indicating that Respondent is rescinding
23 certain parts of the complaint against Employee, as the information was given to her by two
24 former employees.

25 23. When questioned by Board staff about this issue, Respondent indicated, "I admit

1 I recanted my complaint against [Employee] and I should have left it alone. I felt bad, I was
2 confused, and I was hurt, and I knew I had destroyed any chance [Employee] would have to be
3 a licensed counselor.”

4 24. It appears concerning that Respondent provided unverified information to the
5 Board, which alleged serious acts of unprofessional conduct, to which Respondent then
6 recanted.

7 CONCLUSIONS OF LAW

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

11 2. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(12)(ee), giving or receiving a payment, kickback, rebate, bonus or
13 other remuneration for a referral.

14 3. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(12)(t), disclosing a professional confidence or privileged
16 communication except as may otherwise be required by law or permitted by a valid written
17 release.

18 4. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(12)(x), exploiting a client, former client or supervisee. For the
20 purposes of this subdivision, “exploiting” means taking advantage of a professional relationship
21 with a client, former client or supervisee for the benefit or profit of the licensee.

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

25 ...

1 6. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(12)(k), any conduct or practice that is contrary to recognized
3 standards of ethics in the behavioral health profession, as it relates to the following sections of
4 the 2005 ACA Code of Ethics:

5 **F.1.a. Client Welfare**

6 A primary obligation of counseling supervisors is to monitor the
7 services provided by other counselors or counselors-in-training.

8 Counseling supervisors monitor client welfare and supervisee clinical
9 performance and professional development. To fulfill these
10 obligations, supervisors meet regularly with supervisees to review
11 case notes, samples of clinical work, or live observations.
12 Supervisees have a responsibility to understand and follow the ACA
13 Code of Ethics.

14 **H.2.f. Unwarranted Complaints**

15 Counselors do not initiate, participate in, or encourage the filing of
16 ethics complaints that are made with reckless disregard or willful
17 ignorance of facts that would disprove the allegation.

18 **ORDER**

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

21 1. Respondent's licenses, LPC-2097 and LISAC-1552, will be placed on probation
22 for 24 months, effective from the date of entry as signed below.

23 2. Respondent shall not practice under their licenses, LPC-2097 and LISAC-1552,
24 unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for
25 any reason, Respondent is unable to comply with the terms and conditions of this Consent

1 Agreement, they shall immediately notify the Board in writing and shall not practice under their
2 license until they submit a written request to the Board to re-commence compliance with this
3 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

4 3. In the event that Respondent is unable to comply with the terms and conditions
5 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
6 such time as they are granted approval to re-commence compliance with the Consent
7 Agreement.

8 Continuing Education

9 4. 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 6 clock
11 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
12 addressing current behavioral health documentation standards in Arizona. All required
13 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
14 Respondent shall submit a certificate of completion of the required continuing education.

15 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
16 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
17 three semester credit hour graduate level behavioral health ethics course from an accredited
18 college or university, pre-approved by the Board Chair or designee. Upon completion,
19 Respondent shall submit to the Board an official transcript establishing completion of the
20 required course.

21 Audit

22 6. While on probation, Respondent shall submit to an audit of client records
23 maintained at both agency locations by a pre-approved auditor. Within 30 days of this Consent
24 Agreement, Respondent shall submit the name of an auditor and a plan for conducting the audit
25 for pre-approval by the Board Chair or designee. The audit shall be completed within 60 days of

1 the effective date of this Consent Agreement. Also within 60 days of the effective date of this
2 Consent Agreement, the auditor shall provide an audit report and a proposed audit plan
3 addressing any deficiencies found during the audit to the Board Chair or designee for review
4 and approval.

5 Practice Monitor

6 7. While on probation, Respondent shall establish and maintain a relationship with a
7 practice monitor who is a masters or higher level behavioral health professional licensed at the
8 independent level. The practice monitor shall provide training and assistance to Respondent
9 regarding setting up appropriate forms and formats for Respondent's clinical records,
10 implementing current behavioral health standards of practice related to behavioral health
11 assessment and treatment planning, providing treatment consistent with the documented
12 treatment plan, and documenting the treatment provided in accordance with current behavioral
13 health standards. Respondent and the practice monitor shall review the clinical documentation
14 produced for each and every active client Respondent sees at least once per month. The
15 practice monitor shall ensure that Respondent complies with the audit plan approved by the
16 Board Chair or designee. Respondent shall meet with the practice monitor a minimum of once
17 monthly for the first 12 months of probation. After the first 12 months of probation, the frequency
18 in which Respondent meets with the practice monitor may be at the recommendation of the
19 practice monitor.

20 8. Within 30 days of the effective date of this Consent Agreement, Respondent shall
21 submit the name of a practice monitor for pre-approval by the Board Chair or designee. Also
22 within 30 days of the effective date of this Consent Agreement, the proposed Practice Monitor
23 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the practice
24 monitor shall address why they should be approved, acknowledge that they have reviewed the
25 Consent Agreement and include the results of an initial assessment and a monitoring plan

1 regarding the proposed practice monitoring of Respondent. The letter from the proposed
2 Practice Monitor shall be submitted to the Board.

3 Monitoring Quarterly Reports

4 9. Once approved, the practice monitor shall submit quarterly reports for review and
5 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
6 this Consent Agreement that need to be reported and the practice monitor shall notify the Board
7 if more frequent monitoring is needed. The practice monitor shall submit a final summary report
8 for review and approval by the Board Chair or designee. The final summary report submitted by
9 the practice monitor shall address Respondent's competency as it relates to documentation in
10 current standards of practice.

11 Change of Practice Monitor During Probation

12 10. If, during the period of Respondent's probation, the practice monitor determines
13 that they cannot continue as the practice monitor, they shall notify the Board within 10 days of
14 the end of monitoring and provide the Board with an interim final report. Respondent shall
15 advise the Board Chair or designee within 30 days of cessation of monitoring by the approved
16 practice monitor of the name of a new proposed practice monitor. The proposed practice
17 monitor shall provide the same documentation to the Board as was required of the initial
18 practice monitor.

19 Therapy

20 11. During the period of probation, Respondent shall attend therapy with a masters
21 or higher level behavioral health professional licensed at the independent level in counseling,
22 social work, or marriage and family therapy. Within 30 days of the date of this Consent
23 Agreement, Respondent shall submit the name of their therapist and the therapist's curriculum
24 vitae for pre-approval by the Board Chair or designee. Also within 30 days of the date of this
25 Consent Agreement, the therapist shall submit a letter addressing why they should be

1 approved, acknowledging that they have reviewed the Consent Agreement and include the
2 results of an initial assessment and a treatment plan regarding the proposed treatment of
3 Respondent.

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

7 Focus and Frequency of Therapy

8 13. The focus of the therapy shall relate to self-care and roles and responsibilities.
9 Respondent shall meet in person with the therapist twice monthly for the first 6 months of
10 probation. After the first 6 months of probation, the frequency in which Respondent meets with
11 the therapist may be at the recommendation of the therapist.

12 Reports

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

21 Change of Therapist

22 15. In the event that, during the period of Respondent's probation, Respondent's
23 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
24 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
25 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued

1 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
2 acknowledging that they have reviewed the Consent Agreement, and include the results of an
3 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

4 GENERAL PROVISIONS

5 Provision of Clinical Supervision

6 16. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 Civil Penalty

9 17. Subject to the provisions set forth in paragraph 18, the Board imposes a civil
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

25 20. The Board reserves the right to take further disciplinary action against

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

5 21. If Respondent currently sees clients in their own private practice, and obtains any
6 other type of behavioral health position, either as an employee or independent contractor, where
7 they provide behavioral health services to clients of another individual or agency, they shall
8 comply with requirements set forth in paragraphs 22 through 24 below.

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

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

1 employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

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

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

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

13
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 *Alexis Grae* 10-28-16
16 Alexis Grae Date

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

18 Dated this 30th day of June, 2016.

19
20 By: *Tobi Zavala*
21 TOBI ZAVALA, Executive Director
22 Arizona Board of Behavioral Health Examiners

23 ORIGINAL of the foregoing filed
24 This 30th day of June, 2016 with:
25 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

1 **COPY** of the foregoing mailed via Interagency Mail
This 30th day of June, 2016, to:

2
3 Marc Harris
4 Assistant Attorney General
5 1275 West Washington
6 Phoenix, Arizona 85007

7 **COPY** of the foregoing mailed via
8 Certified mail no: 7014287000189576898
9 This 30th day of June, 2016, to:

10 Alexis Grae
11 Address of Record
12 Respondent

13 **COPY** of the foregoing mailed via Mail
14 This 30th day of June, 2016 to:

15 Paul Giancola
16 One Arizona Center
17 400 East Van Buren Street
18 Phoenix, AZ 85004-2202
19 Attorney for Respondent
20
21
22
23
24
25