

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

2 **In the Matter of:**

3 **Natalee J. Charlton, LCSW-15440,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2014-0013

**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated January 22, 2015. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 22, 2015.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated January 22, 2015.

15 Dated this 12th day of July, 2016.

17 By:

18 M. Zavala
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

19 **ORIGINAL** of the foregoing filed

20 This 12th day of July, 2016, with:

21 Arizona Board of Behavioral Health Examiners
22 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

23 **COPY** of the foregoing mailed via

24 Certified mail no. 7019287000089577093,

This 12th day of July, 2016, to:

25 Natalee J. Charlton
Address of Record
Respondent

1 **COPY** of the foregoing mailed via Mail
This 16th day of July, 2016 to:

2 Alan T. Spragins
3 Spragins Law Offices
4 16626 E. Avenue of the Fountains, Ste 103
5 Fountain Hills, AZ 85268
6 Attorney for Respondent

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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 her
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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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(15)(n) and may result in
23 disciplinary action pursuant to A.R.S. § 32-3281.

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1 **Continuing Education**

2 6. 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 **Early Release**

9 7. After 12 months, Respondent may request early release from the Consent
10 Agreement if all other terms of the Consent Agreement have been met.

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 8. Respondent shall not provide clinical supervision while subject to this Consent
14 Agreement.

15 **Civil Penalty**

16 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
17 penalty against the Respondent in the amount of \$1,000.

18 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent
19 remains compliant with the terms of this Consent Agreement. If Board staff determines that
20 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
21 exception of the tolling provision under Paragraph 4, the stay of the civil penalty payment shall
22 be automatically lifted and payment of the civil penalty shall be made by certified check or
23 money order payable to the Board within 30 days after being notified in writing of the lifting of
24 the stay.

25 ...

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

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

12 13. 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 14. 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 her 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(15)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

5 15. 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 her ability to timely comply with
8 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
9 Board of her 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 her 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(15)(n) and the Board will provide Respondent's
18 employer(s) with a copy of the Consent Agreement.

19 16. Respondent shall practice social work using the name under which she is
20 licensed. If Respondent changes her name, she shall advise the Board of the name change as
21 prescribed under the Board's regulations and rules.

22 17. 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 she 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 she 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 she 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 18. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

10 19. 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 20. This Consent Agreement shall be effective on the date of entry below.

13 21. 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.

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

18 *Natalee Charlton* 10/16/14
19 Natalee Charlton Date

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

21 Dated this 22nd day of January, 2015

22
23 By: *Tobi Zavala*
24 TOBI ZAVALA, Executive Director
25 Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed
This 22nd day of January, 2014¹⁵ with:

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

5 COPY of the foregoing mailed via Interagency Mail
This 22nd day of January, 2014¹⁵, to:

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

9 COPY of the foregoing mailed via
Certified mail, no. 70141200000066338090 15
10 This 22nd day of January, 2014¹⁵, to:

11 Natalee Charlton
12 Address of Record
Respondent

13 COPY of the foregoing mailed via Mail
This 22nd day of January, 2014¹⁵ to:

14 Alan T. Spragins, Esq.
15 SPRAGINS LAW OFFICES
16 16626 E. Avenue of the Fountains, Suite 103
Fountain Hills, AZ 85268
Attorney for Respondent

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