

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

2 **In the Matter of:**

3 **Marcy E. Mevorach, LASAC-13047, LCSW-  
12448**  
4 **Licensed Associate Substance Abuse  
Counselor, Licensed Clinical Social Worker**  
5 **In the State of Arizona.**

**CASE NO. 2014-0040**

**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

6 **RESPONDENT**

7  
8 The Board received a request from Respondent to release him from the terms and  
9 conditions of the Consent Agreement and Order dated December 12, 2014. After consideration,  
10 the Board voted to release Respondent from the terms and conditions of the Consent  
11 Agreement and Order dated December 12, 2014.

12 **ORDER**

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

14 Respondent is hereby released from all terms and conditions of the Consent Agreement  
and Order dated December 12, 2014.

15  
16 Dated this 19<sup>th</sup> day of January, 2016.

17  
18 By: 

19 **TOBÍ ZAVALA, Executive Director**  
**Arizona Board of Behavioral Health Examiners**

20 **ORIGINAL** of the foregoing filed

This 19<sup>th</sup> day of January, 2016, with:

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

23 **COPY** of the foregoing mailed via

24 Certified mail no. 70142870000189572715  
This 19<sup>th</sup> day of January, 2016, to:

25 Marcy E. Mevorach  
Address of Record  
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 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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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 c. When Wife brought up the issue of Client's financial stress, Respondent  
2 suggested that Wife could work more to bring in more money.
- 3 d. Respondent told Wife that Wife was not in control of the session.
- 4 e. Respondent asked why Wife was being aggressive and attacking  
5 Respondent.
- 6 f. Client appeared to be shutting down and did not speak.
- 7 6. Respondent acknowledges that her conduct:
- 8 a. Violated the boundaries she had previously agreed to maintain.
- 9 b. Violated Client's confidentiality.
- 10 7. On 01/30/14, Client ended his therapeutic relationship with Respondent via  
11 telephone.
- 12 8. At that point, Respondent had no authority to engage in any further activities or  
13 communications regarding Client.
- 14 9. Despite this, from 01/14 through 05/14, Respondent exchanged 18 emails with  
15 Wife.
- 16 10. In a 02/14 email to Wife, Respondent addressed the sensitive issues Client  
17 disclosed to her during therapy.
- 18 11. Respondent acknowledges that:
- 19 a. Respondent did not have written authorization from Client authorizing her to  
20 communicate with Wife outside of the 01/29/14 session.
- 21 b. Her email communications with Wife violated Client's confidentiality.
- 22 12. Respondent did not provide any type of referral for continuing care for Client after  
23 he terminated their professional relationship.
- 24 13. Respondent failed to maintain any consent for treatment documentation for  
25 Client.



1 **ORDER**

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

4 1. Respondent's licenses, LCSW-12448 and LASAC-13047, will be placed on  
5 probation, effective from the date of entry as signed below.

6 2. Respondent shall not practice under her licenses, LCSW-12448 and LASAC-  
7 13047 unless she is fully compliant with all terms and conditions in this Consent Agreement. If,  
8 for any reason, Respondent is unable to comply with the terms and conditions of this Consent  
9 Agreement, she shall immediately notify the Board in writing and shall not practice under her  
10 license until she submits a written request to the Board to re-commence compliance with this  
11 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

12 3. In the event that Respondent is unable to comply with the terms and conditions  
13 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until  
14 such time as she is granted approval to re-commence compliance with the Consent  
15 Agreement.

16 **Continuing Education**

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

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1 **Clinical Supervision**

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

11 **Focus and Frequency of Clinical Supervision**

12 6. Respondent shall meet in person with the clinical supervisor at least monthly.  
13 The focus of the supervision shall relate to current behavioral health documentation standards  
14 in Arizona, ethics, and rules and regulations of the Board.

15 **Reports**

16 7. Once approved, the supervisor shall submit quarterly reports for review and  
17 approval by the Board Chair or designee. The quarterly reports shall include issues presented in  
18 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
19 more frequent supervision is needed. Quarterly reports shall include the following:

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

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

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1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
2 exception of the tolling provision under Paragraph 3, the stay of the civil penalty payment shall  
3 be automatically lifted and payment of the civil penalty shall be made by certified check or  
4 money order payable to the Board within 30 days after being notified in writing of the lifting of  
5 the stay.

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

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

17 17. Respondent currently sees clients in her own private practice. If Respondent  
18 obtains any other type of behavioral health position, either as an employee or independent  
19 contractor, where she provides behavioral health services to clients of another individual or  
20 agency, she shall comply with requirements set forth in Paragraphs 18 through 19 below.

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

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

21 21. Prior to the release of Respondent from probation, Respondent must submit a  
22 written request to the Board for release from the terms of this Consent Agreement at least 30  
23 days prior to the date she would like to have this matter appear before the Board. Respondent  
24 may appear before the Board, either in person or telephonically. Respondent must provide  
25 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.

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  
This 12<sup>th</sup> day of December, 2014, to:  
4 Marc Harris  
Assistant Attorney General  
5 1275 West Washington  
Phoenix, Arizona 85007

6 **COPY** of the foregoing mailed via  
7 Certified mail no. 70141200000066337543  
This 12<sup>th</sup> day of December, 2014, to:

8 Marcy E. Mevorach  
9 Address of Record  
Respondent

10 **COPY** of the foregoing mailed via Mail  
11 This 12<sup>th</sup> day of December, 2014 to:

12 Faren Akins  
1 N. Central Ave. #900  
13 Phoenix, AZ 85004  
Attorney for Respondent

14 --  
15 \_\_\_\_\_  
16 Donna Dalton, Assistant Director  
602-542-1811

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

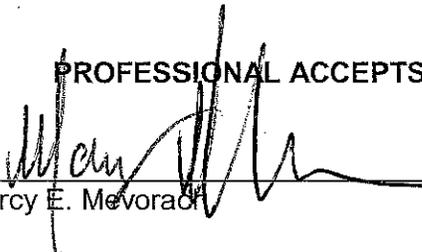
7 22. Respondent shall bear all costs relating to probation terms required in this  
8 Consent Agreement.

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

11 24. This Consent Agreement shall be effective on the date of entry below.

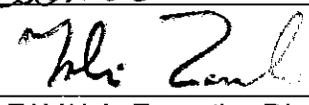
12 25. This Consent Agreement is conclusive evidence of the matters described herein  
13 and may be considered by the Board in determining appropriate sanctions in the event a  
14 subsequent violation occurs.

15  
16 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

17  \_\_\_\_\_ Date 12/7/14  
18 Marcy E. Mevorach

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

20 Dated this 12th day of December, 2014.

21 By:  \_\_\_\_\_  
22 TOBI ZAVALA, Executive Director  
23 Arizona Board of Behavioral Health Examiners

24 ORIGINAL of the foregoing filed  
25 This 12th day of December, 2014 with: