

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 her
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 she 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 ...

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LPC-10292 for the practice of
3 counseling in Arizona.

4 2. In 2009, Respondent interviewed an individual and recommended she be hired
5 by Respondent's employer ("Agency").

6 3. Following individual's ("Supervisee") hire, Respondent became her supervisor.

7 4. In 2010, while both were employed at Agency, Respondent and Supervisee
8 began a romantic relationship.

9 5. Following an anonymous tip regarding favoritism, Agency Human Resources
10 conducted an investigation.

11 6. Agency's Human Resources met with all but one staff member regarding the
12 anonymous tip and concluded that the complaint of favoritism was not supported.

13 7. During the investigation, Respondent was asked about the relationship with
14 Supervisee and she did not disclose the romantic nature of the relationship.

15 **CONCLUSIONS OF LAW**

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

19 2. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized
21 standards of ethics in the behavioral health profession, as it relates to the 2005 ACA Code of
22 Ethics F.3.a, Relationship Boundaries With Supervisees:

23 Counseling supervisors clearly define and maintain ethical
24 professional, personal, and social relationships with their supervisees.

25 Counseling supervisors avoid nonprofessional relationships with

1 current supervisees. If supervisors must assume other professional
2 roles (e.g., clinical and administrative supervisor, instructor) with
3 supervisees, they work to minimize potential conflicts and explain to
4 supervisees the expectations and responsibilities associated with
5 each role. They do not engage in any form of nonprofessional
6 interaction that may compromise the supervisory relationship.

7 3. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(15)(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 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to
12 the provisions and penalties imposed as follows:

13 **Stayed Suspension**

14 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
15 10292, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
16 Respondent's license shall be placed on probation.

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

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

25 4. If the written request is received within 10 days of a regularly scheduled Board

1 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
2 scheduled Board meeting.

3 5. Pending the Board's review, Respondent's license shall be reported as
4 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
5 health professional pending the Board's review. The Board's decision and Order shall not be
6 subject to further review.

7 Probation

8 6. Respondent's license, LPC-10292, will be placed on probation, effective from the
9 date of entry as signed below.

10 7. Respondent shall not practice under her license, LPC-10292, unless she is fully
11 compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, she
13 shall immediately notify the Board in writing and shall not practice under her license until she
14 submits a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

16 8. In the event that Respondent is unable to comply with the terms and conditions
17 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
18 such time as she is granted approval to re-commence compliance with the Consent
19 Agreement.

20 Continuing Education

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

1 required course.

2 **Clinical Supervision**

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

12 **Focus and Frequency of Clinical Supervision**

13 11. The focus of the supervision shall relate to boundaries, ethics, and respect for
14 professionals. Respondent shall meet individually in person with the supervisor twice monthly.

15 **Reports**

16 12. 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
22 sessions.

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

1 14. After Respondent's probationary period, the supervisor shall submit a final
2 summary report for review and approval by the Board Chair or designee. The final report shall
3 also contain a recommendation as to whether the Respondent should be released from this
4 Consent Agreement.

5 **Change of Clinical Supervisor During Probation**

6 15. If, during the period of Respondent's probation, the clinical supervisor determines
7 that he/she cannot continue as the clinical supervisor, he/she shall notify the Board within 10
8 days of the end of supervision and provide the Board with an interim final report. Respondent
9 shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by
10 the approved clinical supervisor and provide the name of a new proposed clinical supervisor.
11 The proposed clinical supervisor shall provide the same documentation to the Board as was
12 required of the initial clinical supervisor.

13 **GENERAL PROVISIONS**

14 **Provision of Clinical Supervision**

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

17 **Civil Penalty**

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

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

1 the stay.

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

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

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

21 22. 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 or in a setting where any type of behavioral health, health care, or social
24 services are provided, Respondent shall provide the Board Chair or designee with a written
25 statement providing the contact information of her new employer and a signed statement from

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

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

20 24. Respondent shall practice behavioral health using the name under which she is
21 licensed. If Respondent changes her name, she shall advise the Board of the name change as
22 prescribed under the Board's regulations and rules.

23 25. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30
25 days prior to the date she would like to have this matter appear before the Board. Respondent

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

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

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

13 28. This Consent Agreement shall be effective on the date of entry herein.

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

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

19 
 20 _____
 Stephanie K. Crawford

21 _____
 22 2-11-16
 Date

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

25 Dated this 16th day of February, 2016.

By: 

TOBI ZAVALA, Executive Director
 Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed
This 10th day of February, 2016 with:

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

5 COPY of the foregoing mailed via Interagency Mail
This 10th day of February, 2016, to:

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

10 COPY of the foregoing mailed via
11 Certified mail no. 70142870000189875213
12 This 10th day of February, 2016, to:

13 Stephanie K. Crawford
14 Address of Record
15 Respondent

16 COPY of the foregoing mailed via Mail
17 This 10th day of February, 2016 to:

18 Cody M. Hall
19 3101 N Central Ave
20 Suite 600
21 Phoenix, AZ 85012
22 Attorney for Respondent
23
24
25