

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LCSW-11568 for the practice of clinical
3 social work in Arizona.

4 2. On 09/03/15, following its review of this matter, the Board voted to consolidate
5 Case Nos. 2015-0023, 2015-0049 and 2015-0050.

6 **Case No. 2015-0023**

7 3. In 06/14, a father ("Father") requested that Respondent complete a clinical
8 assessment of his minor daughter ("Child") to determine if she was being abused at her
9 mother's ("Mother") home.

10 4. After 3 sessions with Child, Respondent generated a forensic assessment which
11 indicated the following:

- 12 a. Child consistently disclosed abuse and/or neglect.
- 13 b. Because of Mother's history of drug use and medicating Child, Mother
14 should have random drug tests to have visitation with Child.
- 15 c. Until Mother receives counseling services to address parenting skills,
16 visitation with Child should be limited.

17 5. Respondent's conduct concerning the forensic assessment appears
18 inappropriate where:

- 19 a. Respondent did not consult with the Executive Director of her agency as
20 to the appropriateness of conducting the assessment.
- 21 b. Respondent was aware that Father and Mother were involved in a
22 custody dispute, yet made no attempts to contact Mother to obtain
23 background information, verify the accuracy of information, or obtain the
24 consent of both parties, when knowing that her assessment would likely
25 be used in highly contested custody matters.

1 c. Respondent failed to provide Mother a copy of her assessment.

2 d. Respondent's recommendation that Mother should have random drug
3 tests was based solely on Father's information.

4 6. Respondent failed to immediately report potential child abuse or neglect to the
5 appropriate authorities despite Child's disclosure of the following:

6 a. Mother puts her in a closet in the dark.

7 b. Mother physically shakes her.

8 c. Mother gives Child medicine when she is not ill.

9 d. Child is scared when she stays at Mother's home.

10 7. Approximately 45 days following Child's initial disclosure of potential child abuse
11 or neglect, Respondent documented she filed a report with the Department of Child Safety
12 ("DCS").

13 8. Following receipt of a notice of complaint, Respondent acknowledges she asked
14 a former co-worker ("Professional") from outside her agency to write a letter on her behalf.

15 9. In doing so, Respondent represents sharing "general details" about the case to
16 gain Professional's opinion.

17 10. Despite Respondent's representation that she did not reveal confidential
18 information to Professional, Respondent's actions appear inappropriate where:

19 a. Professional was not Respondent's clinical supervisor in this matter.

20 b. Professional was not an agency employee.

21 c. Information shared by Respondent needed to be free of all identifiable
22 information that can be connected to an individual client.

23 d. There is no evidence that Professional was affiliated in any way to Child's
24 case.

25 e. Respondent did not obtain a release of information from Father or Mother

1 to discuss Child's case with Professional.

2 **Case Nos. 2015-0049 and 2015-0050**

3 11. From approximately 07/13 to 08/13, Respondent provided behavioral health
4 services to a minor child ("Child") and her mother ("Mother") including:

- 5 a. Seven individual sessions with Child.
- 6 b. Four family sessions with Child and Mother.

7 12. Both Child and Mother shared a history of sexual abuse and Child's treatment
8 plan included understanding appropriate boundaries.

9 13. After a session in Child's home, Respondent met with Child's aunt ("Aunt") who
10 indicated:

- 11 a. Child was molested by her father ("Father").
- 12 b. While Aunt assisted Child with a bath, Child mentioned that Father would
13 take pictures of her and scrub her private parts very hard.
- 14 c. There have been instances where Child touched her cousins
15 inappropriately.

16 14. Despite Aunt's disclosures, Respondent did not report the information to the
17 appropriate authorities or confirm that DCS was aware of the allegations.

18 15. Respondent failed to obtain a release of information from Mother to discuss
19 Child's case with Aunt.

20 16. On approximately 08/03/13, Respondent acknowledges the following:

- 21 a. Respondent drove Child and Mother to a pageant approximately 300
22 miles away from Mother's home in her personal vehicle.
- 23 b. Respondent offered for Child and Mother to stay overnight in a one-
24 bedroom apartment.
- 25 c. Respondent and Mother slept in a bed together, while Child slept

1 separately in the living room.

2 d. Respondent did not tell her supervisor about the trip.

3 17. On approximately 08/19/13, Respondent acknowledges the following:

4 a. Respondent allowed Mother to accompany her to a resort for two nights.

5 b. During their stay, Respondent and Mother:

6 i. Ate dinner together.

7 ii. Went on a long walk.

8 iii. Watched television.

9 iv. Respondent took several pictures of Mother.

10 v. Respondent and Mother consumed alcohol together.

11 c. Respondent considered Mother a friend.

12 18. Respondent's failure to maintain appropriate boundaries with Mother and Child is
13 highly concerning where:

14 a. Child's primary purpose of treatment was to understand appropriate boundaries.

15 b. Respondent was aware that Mother had serious unresolved traumatic issues and
16 was very vulnerable.

17 c. Although Respondent represents she didn't realize the seriousness of her
18 conduct, her decision not to document these instances suggests she was aware
19 of the inappropriateness.

20 19. In 07/14, Respondent was terminated from a behavioral health agency
21 ("Agency") for violating Agency policies including "C-3: Confidentiality and Duty to Warn".

22 20. Respondent allowed a non-enrolled individual to attend a group she facilitated
23 which was a breach of the confidentiality rights of enrolled Agency clients.

24 21. Respondent failed to report the change of office address to the Board within thirty
25 days as required by Board rule.

1 CONCLUSIONS OF LAW

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized
7 standards of ethics in the behavioral health profession, as it relates to the 2008 NASW Social
8 Worker Code of Ethics 1.06(c), Conflicts of Interest:

9 Social workers should not engage in dual or multiple relationships with
10 clients or former clients in which there is a risk of exploitation or
11 potential harm to the client. In instances when dual or multiple
12 relationships are unavoidable, social workers should take steps to
13 protect clients and are responsible for setting clear, appropriate, and
14 culturally sensitive boundaries. (Dual or multiple relationships occur
15 when social workers relate to clients in more than one relationship,
16 whether professional, social, or business. Dual or multiple
17 relationships can occur simultaneously or consecutively).

18 3. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of
20 the licensee to safely and competently practice the licensee's profession.

21 4. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(15)(p), failing to conform to minimum practice standards as
23 developed by the Board as it relates to:

24 a. A.A.C. R4-6-205, Change of address.

25 5. The conduct and circumstances described in the Findings of Fact constitute a

1 violation of A.R.S. § 32-3251(15)(t), disclosing a professional confidence or privileged
2 communication except as may otherwise be required by law or permitted by a valid written
3 release.

4 6. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251 (15)(y), engaging in a dual relationship with a client that could
6 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.

7 7. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(15)(ii), violating any federal or state law, rule or regulation
9 applicable to the practice of behavioral health, as it relates to A.R.S. § 13-3620: Duty to Report.

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 Revocation**

14 1. As of the effective date of this Consent Agreement, Respondent's license,
15 LCSW-11568, shall be **REVOKED** for 24 months. However, the revocation shall be stayed and
16 Respondent's license shall be placed on probation.

17 2. During the stayed revocation portion of the Order, if Respondent is noncompliant
18 with the terms of the Order in any way, the stay of the revocation shall be lifted and
19 Respondent's license shall be automatically revoked 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 revocation
22 of licensure, that the matter be placed on the Board agenda for the Board to review and
23 determine if the automatic revocation of Respondent's license was supported by substantial
24 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 revoked -
4 under review. Respondent may not work in any capacity as a licensed behavioral health
5 professional pending the Board's review. The Board's decision and Order shall not be subject
6 to further review.

7 **Probation**

8 6. Respondent's license, LCSW-11568, will be placed on probation, effective from
9 the date of entry as signed below.

10 7. Respondent shall not practice under her license, LCSW-11568, unless she is
11 fully 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 **Practice Restriction**

21 9. Respondent is presently employed at Casa Grande Counseling Service and may
22 continue to do so under the terms and conditions of this Consent Agreement. If, for any reason,
23 Respondent changes employment during the period of probation and wishes to engage in the
24 practice of behavioral health, she shall do so only while working at a behavioral health agency
25 licensed by the state of Arizona.

1 **Continuing Education**

2 10. In addition to the continuing education requirements of A.R.S. § 32-3273,
3 Respondent shall take and pass a three semester credit hour graduate level behavioral health
4 ethics course from an accredited college or university, pre-approved by the Board Chair or
5 designee. Respondent shall also take and pass a three semester credit hour graduate level
6 family law course from an accredited college or university, pre-approved by the Board Chair or
7 designee. Respondent shall have 24 months to comply with this requirement but must complete
8 at least one course within the first 12 months from the effective date of this Order. Upon
9 completion of the courses, Respondent shall submit to the Board official transcripts establishing
10 completion of the required courses.

11 **Clinical Supervision**

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

21 **Focus and Frequency of Clinical Supervision**

22 12. The focus of the supervision shall relate to boundaries, client load, ethics,
23 documentation and billing. Respondent shall meet individually in person with the supervisor at
24 least weekly if working fulltime or twice monthly if working less than 20 hours per week.

25 **Reports**

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

5 a. Dates of each clinical supervision session.

6 b. A comprehensive description of issues discussed during supervision
7 sessions.

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

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

15 16. The supervisor shall immediately report to the Board if there are concerns
16 regarding boundaries or other issues.

17 **Change of Clinical Supervisor During Probation**

18 17. If, during the period of Respondent's probation, the clinical supervisor determines
19 that he/she cannot continue as the clinical supervisor, he/she shall notify the Board within 10
20 days of the end of supervision and provide the Board with an interim final report. Respondent
21 shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by
22 the approved clinical supervisor and provide the name of a new proposed clinical supervisor.
23 The proposed clinical supervisor shall provide the same documentation to the Board as was
24 required of the initial clinical supervisor.

25 **Therapy**

1 written request within 10 days or less of the next regularly scheduled Board meeting, the
2 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board
3 meeting. The Board's decision on this matter shall not be subject to further review.

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

9 28. 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 29. 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 her 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 30. 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 her ability to timely comply with
5 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
6 Board of her change of employment status. After the change and within 10 days of accepting
7 employment in a position where Respondent provides any type of behavioral health related
8 services or in a setting where any type of behavioral health, health care, or social services are
9 provided, Respondent shall provide the Board Chair or designee a written statement providing
10 the contact information of her new employer(s) and a signed statement from Respondent's new
11 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent
12 Agreement. If Respondent does not provide the employer's statement to the Board within 10
13 days, as required, Respondent's failure to provide the required statement to the Board shall be
14 deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
15 employer(s) with a copy of the Consent Agreement.

16 31. Respondent shall practice behavioral health using the name under which she is
17 licensed. If Respondent changes her name, she shall advise the Board of the name change as
18 prescribed under the Board's regulations and rules.

19 32. Respondent shall bear all costs relating to probation terms required in this
20 Consent Agreement.

21 33. Respondent shall be responsible for ensuring that all documentation required in
22 this Consent Agreement is provided to the Board in a timely manner.

23 34. This Consent Agreement shall be effective on the date of entry below.

24 35. This Consent Agreement is conclusive evidence of the matters described herein
25 and may be considered by the Board in determining appropriate sanctions in the event a

1 subsequent violation occurs.

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

3 

4 Sharon L. Mendenhall

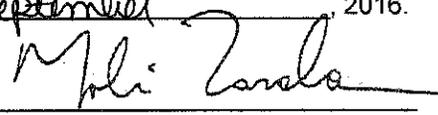
8-23-16

Date

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

6 Dated this 12th day of September, 2016.

7 By:



8 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

9
10 **ORIGINAL** of the foregoing filed

11 This 12th day of September, 2016 with:

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

13
14 **COPY** of the foregoing mailed via Interagency Mail

This 12th day of September, 2016, to:

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

16
17
18 **COPY** of the foregoing mailed via

Certified mail no. 7014287000189572857

19 This 12th day of September, 2016, to:

20 Sharon L. Mendenhall
Address of Record
Respondent

21
22 **COPY** of the foregoing mailed via Mail

This 12th day of September, 2016 to:

23 Charles S. Hover III
Renaud Cook Drury Mesaros, PA
24 One North Central Ave., #900
Phoenix, AZ 85004-4417
25 Attorney for Respondent