



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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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. LMSW-15292 for the practice of social  
3 work in Arizona.

4 2. On 07/22/15, the Department of Child Safety ("DCS") referred a minor client's  
5 ("Client") case to Respondent's employer ("Agency") to receive family preservation services.

6 3. Information provided by DCS to Agency indicated:

7 a. In 05/14, Client's mother ("Mother") slapped Client in the back of the head  
8 3-4 times while Client was brushing her teeth.

9 b. Mother grabbed Client by her hair and knocked her to the ground.

10 c. The police were contacted and Client was picked up by her grandmother.

11 d. Mother was arrested for child abuse.

12 e. Client reported that sometime around December, Mother threatened to kill  
13 her.

14 4. On 07/27/15, Respondent met with Client and Mother in their home for an initial  
15 visit.

16 5. During the visit, Respondent observed Client become embarrassed and cover  
17 her face with a blanket as Mother discussed concern over Client sharing nude pictures of  
18 herself with a boyfriend.

19 6. Respondent asked Client the following:

20 a. Have you ever thought about hurting yourself?

21 b. Are you thinking about hurting yourself now?

22 7. Client answered "yes" to both questions.

23 8. Respondent sought guidance from her supervisor ("Supervisor") who instructed  
24 her to contact the Mobile Crisis Team and then call Supervisor back.

25 ...

1           9.     The Mobile Crisis Team reported to Respondent that it may be 2-3 hours before  
2 they could respond to the home.

3           10.    Respondent made the decision to leave the home indicating:

- 4           a.     She was feeling unwell due to the heat and length of the appointment.
- 5           b.     Since the crisis team was on their way and another coworker was  
6                 returning to the home with a box of food, she felt comfortable leaving and  
7                 following up by phone and email.

8           11.    Respondent's decision to leave appears concerning where:

- 9           a.     Respondent was aware of Client and Mother's history of physical  
10                altercations.
- 11           b.     Respondent observed Client's concerning behavior and Client confirmed  
12                thoughts of suicide including a plan to jump off the balcony.
- 13           c.     Agency had specific policies that indicated:
  - 14                i.     Staff providing in-home visits ("Home Teams") are available to  
15                        clients 24/7 for emergencies.
  - 16                ii.    Home Teams remain with the family as long as necessary to  
17                        resolve the crisis.
- 18           d.     With Client's suicidal ideation, including the means and intent, and the  
19                lack of a supportive parent, leaving Client in the home put Client in  
20                serious jeopardy.

21           12.    On 07/28/15, Respondent was terminated from Agency for failing to follow  
22 Agency policy and contractual rules, violation of ethics, and insubordination.

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25 ...

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(16)(l), any conduct, practice or condition that impairs the ability of  
7 the licensee to safely and competently practice the licensee's profession.

8 3. The conduct and circumstances described in the Findings of Fact constitute a  
9 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized  
10 standards of ethics in the behavioral health profession or that constitutes a danger to the health,  
11 welfare or safety of a client, as it relates to the following section of the NASW Code of Ethics:

12 **1.01 Commitment to Clients:** Social workers' primary responsibility is to  
13 promote the wellbeing of clients. In general, clients' interests are primary.  
14 However, social workers' responsibility to the larger society or specific legal  
15 obligations may on limited occasions supersede the loyalty owed clients, and  
16 clients should be advised. (Examples include when a social worker is required by  
17 law to report that a client has abused a child or has threatened to harm self or  
18 others.)

19 ORDER

20 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to  
21 the provision and penalties imposed as follows:

22 1. As of the effective date of the Consent Agreement, Respondent shall not practice  
23 under her license.

24 2. Respondent's license, LMSW-15292, shall by rule, expire on 08/31/16.

25 3. Respondent agrees not to renew her license.

1 4. Respondent agrees not to submit any type of new license application to the  
2 Board for a minimum of five (5) years.

3 5. This Consent Agreement is conclusive evidence of the matters described herein  
4 and may be considered by the Board in determining appropriate sanctions in the event a  
5 subsequent violation occurs.

6  
7 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

8 Lisa D. Plascencia  
9 Lisa D. Plascencia

1-26-16  
Date

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

11 Dated this 5<sup>th</sup> day of February, 2016.

12  
13 By: M. Li. Zavala  
14 TOBI ZAVALA, Executive Director  
15 Arizona Board of Behavioral Health Examiners

16 **ORIGINAL** of the foregoing filed  
17 This 5<sup>th</sup> day of February, 2016 with:

18 Arizona Board of Behavioral Health Examiners  
19 3443 N. Central Ave., Suite 1700  
20 Phoenix, AZ 85012

21 **COPY** of the foregoing mailed via Interagency Mail  
22 This 5<sup>th</sup> day of February, 2016, to:

23 Marc Harris  
24 Assistant Attorney General  
25 1275 West Washington  
Phoenix, Arizona 85007

**COPY** of the foregoing mailed via  
26 Certified mail no. 70142870000189575174  
27 This 5<sup>th</sup> day of February, 2016, to:

1 Lisa D. Plascencia  
2 Address of Record  
3 Respondent

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