

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 their
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 they have failed to comply with the
23 terms of this Consent Agreement or of the practice act.

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1 The Board issues the following Findings of Fact, Conclusions of Law and Order:

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LMSW-15591 for the practice of social
4 work in Arizona.

5 2. From approximately 05/15 – 07/15, Respondent provided behavioral health
6 services to an adult male client (“Client”).

7 3. Around 07/15, Client’s ex-wife provided Respondent’s supervisor with various
8 documents, including a federal court judgment regrading Client’s involvement in stolen watches.

9 4. Around 07/15/15, Respondent disclosed Client’s criminal conviction documents
10 with a colleague (“Colleague”) who worked at the same facility.

11 5. Although Respondent and Colleague worked at the same facility, Colleague was
12 not part of Client’s treatment team, and he was not authorized to have access to Client’s
13 confidential records.

14 6. At the conclusion of an internal administrative investigation into Respondent’s
15 conduct, it was documented that the disclosure by Respondent to Colleague was a violation of
16 Client’s privacy rights.

17 7. During an investigative interview with Board staff, Respondent’s supervisor
18 indicated the following:

19 a. It was not clinically appropriate for Respondent to discuss any of Client’s
20 information with Colleague.

21 b. Colleague’s job duties included helping clients with their benefits and claims.

22 c. Unless there is a safety concern, clinical and non-clinical staff do not discuss
23 clients.

24 d. Because Respondent was found to have breached Client’s confidentiality,
25 Respondent was given a letter of reprimand.

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)(t), disclosing a professional confidence or privileged
7 communication except as may otherwise be required by law or permitted by a valid written
8 release.

9 ORDER

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

12 1. Respondent's license, LMSW-15591, will be placed on probation for 12 months,
13 effective from the date of entry as signed below.

14 2. Respondent shall not practice under their license, LMSW-15591, unless they are
15 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
16 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
17 shall immediately notify the Board in writing and shall not practice under their license until they
18 submit a written request to the Board to re-commence compliance with this Consent
19 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

20 3. In the event that Respondent is unable to comply with the terms and conditions
21 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
22 such time as they are granted approval to re-commence compliance with the Consent
23 Agreement.

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1 **Continuing Education**

2 4. 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 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
10 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
11 addressing current behavioral health documentation standards in Arizona. All required
12 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
13 Respondent shall submit a certificate of completion of the required continuing education.

14 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
16 hours of continuing education addressing confidentiality. All required continuing education shall
17 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
18 certificate of completion of the required continuing education.

19 **Early Release**

20 7. After completion of the continuing education requirements set forth in this
21 Consent Agreement, Respondent may request early release from the Consent Agreement if all
22 other terms of the Consent Agreement have been met.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 8. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 **Civil Penalty**

6 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

8 10. Respondent's payment of the civil penalty shall be stayed so long as Respondent
9 remains compliant with the terms of this Consent Agreement. If Board staff determines that
10 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
11 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
12 be automatically lifted and payment of the civil penalty shall be made by certified check or
13 money order payable to the Board within 30 days after being notified in writing of the lifting of
14 the stay.

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

22 12. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

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1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
2 and the period of probation shall be extended until the matter is final.

3 13. If Respondent currently sees clients in their own private practice, and obtains any
4 other type of behavioral health position, either as an employee or independent contractor, where
5 they provide behavioral health services to clients of another individual or agency, they shall
6 comply with requirements set forth in paragraphs 14 through 16 below.

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

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

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

15 17. Respondent shall practice behavioral health using the name under which they
16 are licensed. If Respondent changes their name, they shall advise the Board of the name
17 change as prescribed under the Board's regulations and rules.

18 18. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

1 Board determines that any or all terms and conditions of this Consent Agreement have not been
2 met, the Board may conduct such further proceedings as it determines are appropriate to
3 address those matters.


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

6 20. Respondent shall be responsible for ensuring that all documentation required in
7 this Consent Agreement is provided to the Board in a timely manner.

8 21. This Consent Agreement shall be effective on the date of entry below.


9 22. This Consent Agreement is conclusive evidence of the matters described herein
10 and may be considered by the Board in determining appropriate sanctions in the event a
11 subsequent violation occurs.

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

14  18DEC17
15 Chad M. Waltz Date

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

17 Dated this 18th day of December, 2017.

18
19 By: 
20 TOBIN ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

22
23 **ORIGINAL** of the foregoing filed
24 This 18th day of December, 2017 with:

25 Arizona Board of Behavioral Health Examiners
1740 W. Adams, Suite 3600
Phoenix, AZ 85007

1 **COPY** of the foregoing mailed via Interagency Mail
This 18th day of December, 2017, to:

2
3 Marc Harris
4 Assistant Attorney General
5 2005 North Central Avenue
6 Phoenix, AZ 85004-1592

7 **COPY** of the foregoing mailed via
8 Certified mail no. 9489009000216039163576
9 This 18th day of December, 2017, to:

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11 Chad M. Waltz
12 Address of Record
13 Respondent
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