

BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Elizabeth A. Fortune, LISAC-0694,
Licensed Independent Substance Abuse
Counselor,
In the State of Arizona.

RESPONDENT

CASE NO. 2016-0064
CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Elizabeth A. Fortune ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives her right to such formal hearing concerning these allegations and irrevocably waives her right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 8. Respondent further understands that any violation of this Consent Agreement
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
22 disciplinary action pursuant to A.R.S. § 32-3281.

23 9. The Board therefore retains jurisdiction over Respondent and may initiate
24 disciplinary action against Respondent if it determines that she has failed to comply with the
25 terms of this Consent Agreement or of the practice act.

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. LISAC-0694 for the practice of
4 substance abuse counseling in Arizona.

5 2. In 12/14, Respondent provided training to correctional officer ("CO") cadets on
6 addressing psychological disorders in the prison setting.

7 3. Following that training, 3 cadets provided written statements indicating that
8 Respondent told the class she had advised an inmate, with few job skills, to punch a CO in the
9 face so that he could remain in prison.

10 4. Respondent's written statement regarding the matter indicated:

11 a. A 59-year-old inmate ("Inmate") in the intensive care unit was going to be
12 discharged in 3 weeks.

13 b. Inmate told Respondent that he had no money, family, health care,
14 insurance, and no job skills.

15 c. Respondent told Inmate that she didn't know but, "what I would do if it
16 were me is to punch a CO when he comes around my bed and then I
17 would stay in prison where I was taken care of 24/7."

18 5. Respondent's behavior demonstrates a lack of respect toward the correctional
19 institution and the COs tasked with maintaining the safety, security, and control of the confined
20 population.

21 **CONCLUSIONS OF LAW**

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

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

1 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of
2 the licensee to safely and competently practice the licensee's profession.

3 3. The conduct and circumstances described in the Findings of Fact constitute a
4 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized
5 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
6 welfare or safety of a client, as it relates to the NAADAC Code of Ethics Section 1, The
7 Counseling Relationship, Standard 5.5:

8 The addiction professional understands the obligation to protect
9 individuals, institutions and the profession from harm that might be
10 done by others. Consequently there is awareness when the conduct
11 of another individual is an actual or likely source of harm to clients,
12 colleagues, institutions or the profession. The addiction professional
13 will assume an ethical obligation to report such conduct to competent
14 authorities.

15 **ORDER**

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

18 1. Respondent's license, LISAC-0694, will be placed on probation, effective from
19 the date of entry as signed below.

20 2. Respondent shall not practice under her license, LISAC-0694, unless she is fully
21 compliant with all terms and conditions in this Consent Agreement. If, for any reason,
22 Respondent is unable to comply with the terms and conditions of this Consent Agreement she
23 shall immediately notify the Board in writing and shall not practice under her license until she
24 submits a written request to the Board to re-commence compliance with this Consent
25 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

1 prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she
2 should be approved, acknowledge that he/she has reviewed the Consent Agreement and
3 include the results of an initial assessment and a supervision plan regarding the proposed
4 supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

5 Focus and Frequency of Clinical Supervision

6 8. The focus of the supervision shall relate to ethics, self-awareness,
7 countertransference, and respect for the profession. Respondent shall meet individually in
8 person with the supervisor bi-weekly, for a minimum of one hour.

9 Reports

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

- 14 a. Dates of each clinical supervision session.
- 15 b. A comprehensive description of issues discussed during supervision
16 sessions.

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

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

24 Change of Clinical Supervisor During Probation

25 12. If, during the period of Respondent's probation, the clinical supervisor determines

1 that he/she cannot continue as the clinical supervisor, he/she shall notify the Board within 10
2 days of the end of supervision and provide the Board with an interim final report. Respondent
3 shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by
4 the approved clinical supervisor and provide the name of a new proposed clinical supervisor.
5 The proposed clinical supervisor shall provide the same documentation to the Board as was
6 required of the initial clinical supervisor.

7 GENERAL PROVISIONS

8 Provision of Clinical Supervision

9 13. Respondent shall not provide clinical supervision while subject to this Consent
10 Agreement.

11 Civil Penalty

12 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
13 penalty against the Respondent in the amount of \$1,000.00.

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

21 16. Within 10 days of being notified of the lifting of the stay, Respondent may request
22 that the matter be reviewed by the Board for the limited purpose of determining whether the
23 automatic lifting of the stay was supported by substantial evidence. If the Board receives the
24 written request within 10 days or less of the next regularly scheduled Board meeting, the
25 request will not be heard at that meeting, but will be heard at the next regularly scheduled Board

1 meeting. The Board's decision on this matter shall not be subject to further review.

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

7 18. If Respondent currently sees clients in their own private practice, and obtains any
8 other type of behavioral health position, either as an employee or independent contractor, where
9 she provides behavioral health services to clients of another individual or agency, she shall
10 comply with requirements set forth in Paragraphs 19 through 21 below.

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

19 20. If Respondent is not employed as of the effective date of this Order, within 10
20 days of accepting employment in a position where Respondent provides any type of behavioral
21 health related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee with a written
23 statement providing the contact information of her new employer and a signed statement from
24 Respondent's new employer confirming Respondent provided the employer with a copy of this
25 Consent Agreement. If Respondent does not provide the employer's statement to the Board

1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

4 21. If, during the period of Respondent's probation, Respondent changes
5 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
6 extended leave of absence for whatever reason that may impact her ability to timely comply with
7 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
8 Board of her change of employment status. After the change and within 10 days of accepting
9 employment in a position where Respondent provides any type of behavioral health related
10 services or in a setting where any type of behavioral health, health care, or social services are
11 provided, 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(16)(n) and the Board will provide Respondent's
17 employer(s) with a copy of the Consent Agreement.

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

21 23. 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 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.

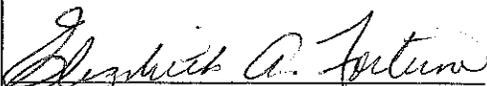
7 24. Respondent shall bear all costs relating to probation terms required in this
8 Consent Agreement.

9 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

12 27. 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 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

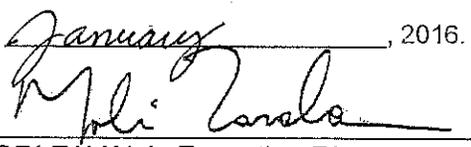
16 
17 Elizabeth A. Fortune

1/13/2016
Date

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

19 Dated this 19th day of January, 2016.

20
21 By:


22 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners
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1 ORIGINAL of the foregoing filed
This 19th day of January, 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 19th day of January, 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. 704287000019573651
12 This 19th day of January, 2016, to:

13 Elizabeth A. Fortune
14 Address of Record
15 Respondent
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