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**BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS**

In the Matter of:

Edward C. O'Connor, LAC-14335,
Licensed Associate Counselor,
In the State of Arizona.

RESPONDENT

CASE NOS. 2016-0067,
2016-0083

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), Edward C. O'Connor ("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 their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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. LAC-14335 for the practice of associate
3 counseling in Arizona.

4 2. On 05/06/16, following its review of this matter, the Board voted to consolidate
5 Case Nos. 2016-0067 and 2016-0083.

6 Case No. 2016-0067

7 3. Around 08/15, Respondent entered a restaurant in which a client was already
8 eating lunch.

9 4. While in the restaurant the client paid for Respondent's lunch without
10 Respondent's prior knowledge or consent.

11 5. Respondent notified the client that he was unable to accept the gesture and
12 reimbursed the client the cost of the meal at a later date.

13 6. Respondent acknowledges joining the client and the client's girlfriend for lunch
14 for about 45 minutes, and there was a limited discussion about the client's program, which was
15 initiated by the client.

16 7. Respondent:

- 17 a. Did not inform his supervisor about the incident.
18 b. Did not inform the client's probation officer about the incident.
19 c. Did not document the incident.

20 8. Once his supervisor learned of the incident several months after the fact,
21 Respondent was given a written warning.

22 Case No. 2016-0083

23 9. From 05/15 - 12/15, Respondent worked at a behavioral health agency
24 ("Agency") as a therapist.

25 10. In 12/15, Respondent resigned from Agency and his caseload was subsequently

1 transferred to other therapists.

2 11. Respondent failed to inform the Board of his change of employment within 30
3 days, as required.

4 12. Because of the nature of services provided by Agency, clients continued to
5 contact Respondent as they were being transitioned to new providers within Agency.

6 13. Respondent acknowledges the following regarding this issue:

7 a. After leaving Agency in 12/15, Respondent received a number of calls from
8 clients.

9 b. Respondent's represents that all contacts between Respondent and former
10 clients were initiated by them and no client ever contacted Respondent more
11 than once.

12 c. "None of the calls or texts were of a personal nature and none were ongoing
13 or frequent."

14 d. Respondent's responses varied depending on what they asked him but
15 generally he told them who to contact or what numbers to use to help them.

16 e. A few calls were about pending legal proceedings but were brief and handled
17 accordingly.

18 f. "There may be pending legal matters that could result in intermittent contact
19 between me and former clients, but nothing current, frequent or ongoing."

20 14. Respondent acknowledges receiving intermittent texts and calls from former
21 clients regarding pending legal matters with their cases.

22 15. Respondent acknowledges telling a former client about his former colleague's
23 medical condition.

24 16. Respondent represents he made this disclosure in order to prepare the client for
25 transitioning to a new therapist, and not for any improper purpose.

1 17. Since 04/08/16, Board staff had attempted several times to schedule an
2 investigative interview with Respondent regarding his two pending complaints.

3 18. After being informed that if he did not respond to Board staff's request for an
4 investigative interview, a subpoena to appear may be issued, Respondent communicated that
5 he was available for an interview on 04/21/16 at 9:00 a.m.

6 19. At the time and date of his scheduled interview, Respondent failed to appear.

7 20. On the afternoon of 04/21/16, Board staff received a letter from Respondent
8 indicating that he had no intention of having future employment in Arizona, and was returning
9 his license to the Board.

10 21. Respondent represents that he was traveling back and forth to Colorado and
11 reported difficulty scheduling the interview and asked to participate by phone instead of in
12 person. Respondent was told the interview had to be in person and agreed to make an effort to
13 be present in Arizona on 04/21/16. In lieu of his appearance, Respondent sent the Board a letter
14 indicating he would no longer practice in Arizona and included his license with the letter.

15 22. Respondent subsequently did appear telephonically at the Board meeting on
16 May 06, 2016, made a statement, and made himself available for questions. Any delays that
17 may have occurred in Respondent cooperating with the Board investigation did not prejudice the
18 investigation nor did it negatively impact Board staff (or Board's) ability to consider possible pre-
19 hearing resolutions.

20 CONCLUSIONS OF LAW

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

24 2. The conduct and circumstances described in the Findings of Fact constitute a
25 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized

1 standards of ethics in the behavioral health profession, as it relates to the following section of
2 the 2014 ACA Code of Ethics:

3 **A.6.e. Nonprofessional Interactions or Relationships**

4 Counselors avoid entering into nonprofessional relationships with
5 former clients, their romantic partners, or their family members when
6 the interaction is potentially harmful to the client. This applies to both
7 in-person and electronic interactions or relationships.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(l), any conduct, practice or condition that impairs the ability of
10 the licensee to safely and competently practice the licensee's profession.

11 4. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(o), failing to furnish information within a specified time to the
13 board or its investigators or representatives if legally requested by the board.

14 5. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(p), Failing to conform to minimum practice standards as
16 developed by the board, as it relates to A.A.C. R4-6-205 Change of Address.

17 **ORDER**

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

20 1. Respondent's license, LAC-14335, will be placed on probation, effective from the
21 date of entry as signed below.

22 2. Respondent shall not practice under their license, LAC-14335, unless they are
23 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
25 shall immediately notify the Board in writing and shall not practice under their license until they

1 submit a written request to the Board to re-commence compliance with this Consent
2 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

7 Continuing Education

8 4. 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 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
12 completion, Respondent shall submit a certificate of completion of the required continuing
13 education.

14 5. 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 take and pass a
16 three semester credit hour graduate level behavioral health ethics course from an accredited
17 college or university, pre-approved by the Board Chair or designee. Upon completion,
18 Respondent shall submit to the Board an official transcript establishing completion of the
19 required course.

20 Clinical Supervision

21 6. While on probation, Respondent shall submit to clinical supervision for 24 months
22 by a masters or higher level behavioral health professional licensed at the independent level.
23 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
24 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
25 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior

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

5 Focus and Frequency of Clinical Supervision

6 7. The focus of the supervision shall relate to boundaries, ethics, and personal
7 accountability. Respondent shall meet individually in person with the supervisor for a minimum
8 of one hour at least twice monthly.

9 Reports

10 8. 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 9. 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 10. 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 ...
25 ...

1 GENERAL PROVISIONS

2 Provision of Clinical Supervision

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

5 Civil Penalty

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

8 13. 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 14. 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 15. 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
25

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 16. 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 17 through 19 below.

7 17. 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 18. 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.

1 19. 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 20. 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 21. 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 22. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

6 23. 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 24. This Consent Agreement shall be effective on the date of entry below.

9 25. 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.

12
13 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

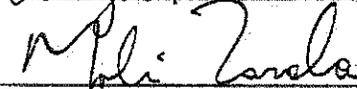
14 
15 _____
16 Edward C. O'Connor

7-30-16

Date

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

18 Dated this 3rd day of August, 2016.

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

22 ORIGINAL of the foregoing filed
23 This 3rd day of August, 2016 with:

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

1 COPY of the foregoing mailed via Interagency Mail
2 This 3rd day of August, 2016, to:

3 Marc Harris
4 Assistant Attorney General
5 1275 West Washington
6 Phoenix, Arizona 85007

7 COPY of the foregoing mailed via
8 Certified mail no. 70142870000189571978
9 This 3rd day of August, 2016, to:

10 Edward C. O'Connor
11 Address of Record
12 Respondent

13 COPY of the foregoing mailed via Mail
14 This 3rd day of August, 2016 to:

15 Flynn Carey
16 Mitchell Stein Carey
17 PC 1 Renaissance Square
18 2 North Central Ave., #1900
19 Phoenix, AZ 85004
20 Attorney for Respondent

21 COPY of the foregoing mailed via Mail
22 This 3rd day of August, 2016 to:

23
24
25