

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

**In the Matter of:**

**Cami M. Covey-Doucet, LPC-13438,  
Licensed Professional Counselor,  
In the State of Arizona.**

**CASE NO. 2017-0073  
CONSENT AGREEMENT**

**RESPONDENT**

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), Cami M. Covey-Doucet ("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.     Around 04/13, Respondent represents that she and Client discussed changing  
2 from a client-therapist role to a supervisee-supervisor role, which they both agreed on.

3           5.     This conversation was not documented in the clinical record.

4           6.     Upon discharging Client from services, Respondent provided her with 3  
5 treatment referrals, and acknowledges that Client resumed services elsewhere.

6           7.     The fact that Client resumed therapeutic services elsewhere appears to  
7 demonstrate that Client still required behavioral health treatment.

8           8.     Around 08/13, Client began working for and receiving clinical supervision from  
9 Respondent.

10          9.     In review of the clinical supervision contract that Respondent and Client entered  
11 into, Respondent was only able to produce the first page of the contract, which did not include  
12 either of their signatures.

13          10.    During their post-therapeutic relationship:

14           a.     Respondent and Client took their families on a trip to Newport Beach and  
15                 rented a house together.

16           b.     Respondent and Client's families also took a trip to Sedona together.

17           c.     Respondent and Client attended a Jersey Boys concert together.

18          11.    Respondent acknowledges attending 2 separate client weddings in California.

19          12.    Although Respondent represents that her attendance was therapeutic in nature,  
20 the clinical record fails to document this reasoning.

21          13.    Respondent also acknowledges attending a birthday party for a client, held in her  
22 office.

23          14.    During the planning of this particular client's birthday party, Respondent received  
24 an email from another client who was planning the party, which indicated:

25           a.     Place: Agency

1           b. Time: 6-9 p.m.

2           c. "We will be doing dinner, games and dessert"

3           15. Despite Respondent's representation that her attendance was therapeutic in  
4 nature, Respondent was unable to produce any documentation corroborating this reasoning.

5           16. According to the complaint, Respondent was Facebook friends with at least 18  
6 current and former clients.

7           17. In response to this allegation, Respondent indicated the following:

8           a. Respondent established a personal Facebook account and started an  
9 attached business account, but some of the clients did not want to be  
10 identified with Agency, so they chose to connect on Respondent's personal  
11 account.

12           b. Since receiving the complaint, Respondent has disconnected from any clients  
13 on social media.

14           c. Respondent has elected to take continuing education regarding the  
15 appropriate use of social media in her practice, and she completed a  
16 continuing education course entitled, Digital and Social Media Ethics.

17           18. From 06/12 – 02/16, Respondent provided behavioral health services to an adult  
18 female client ("Client 2").

19           19. Respondent acknowledges coordinating a meeting between Client 2 and  
20 Respondent's parents while Client 2 was visiting Ohio.

21           20. In review of Respondent and Client 2's email correspondence, the following was  
22 discussed:

23           a. 07/19/15 email from Client 2 to Respondent:

- 24           • Client 2 will probably come down to Perrysburg on Friday.  
25           • "I don't really know what to do to actually meet your parents though-

1 lunch? Site see? Show up on their doorstep and say hello and leave?"

2 b. 12/04/15 email from Client 2 to Respondent:

- 3 • "I am going to breakfast with your parents tomorrow and was just  
4 wondering if you ever told them I was a client."

5 c. 12/04/15 email from Respondent to Client 2:

- 6 • "No they don't know but I can tell them if you want me"

7 21. Respondent acknowledges entering into a bartering agreement with Client 2.

8 22. During her investigative interview with Board staff, Respondent indicated the  
9 following:

10 a. Client 2 approached Respondent about putting together educational material  
11 that was being learned in group.

12 b. Client 2 and Respondent's agreement was verbal, and there was no contract  
13 signed for it.

14 23. According to the ACA Code of Ethics, prior to entering a bartering agreement,  
15 counselors discuss and document such an agreement in a clear written contract.

16 24. Around 02/16, near the end of Client 2's therapeutic services, Respondent and  
17 Client 2 exchanged various emails with each other.

18 25. Respondent now acknowledges the inappropriate tone of her emails.

19 26. In review of the clinical record that Respondent maintained for Client and Client  
20 2, the Consent for Treatment and Treatment Plan fail to include one or more of the required  
21 elements.

22 **CONCLUSIONS OF LAW**

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

1           2.       The conduct and circumstances described in the Findings of Fact constitute a  
2 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized  
3 standards of ethics in the behavioral health profession, as it relates to the following sections of  
4 the 2014 ACA Code of Ethics:

5                   **A.6.b Extending Counseling Boundaries:**

6           Counselors consider the risks and benefits of extending current counseling  
7 relationships beyond conventional parameters. Examples include attending a  
8 client's formal ceremony (e.g., a wedding/commitment ceremony or graduation),  
9 purchasing a service or product provided by a client (excepting unrestricted  
10 bartering), and visiting a client's ill family member in the hospital. In extending  
11 these boundaries, counselors take appropriate professional precautions such as  
12 informed consent, consultation, supervision, and documentation to ensure that  
13 judgment is not impaired and no harm occurs.

14                   **A.6.c Documenting Boundary Extensions:**

15           If counselors extend boundaries as described in A.6.a. and A.6.b., they must  
16 officially document, prior to the interaction (when feasible), the rationale for such  
17 an interaction, the potential benefit, and anticipated consequences for the client  
18 or former client and other individuals significantly involved with the client or  
19 former client. When unintentional harm occurs to the client or former client, or to  
20 an individual significantly involved with the client or former client, the counselor  
21 must show evidence of an attempt to remedy such harm.

22                   **A.6.e Nonprofessional Interactions or Relationships (Other Than Sexual or**  
23 **Romantic Interactions or Relationships):**

24           Counselors avoid entering into nonprofessional relationships with former clients,  
25 their romantic partners, or their family members when the interaction is

1 potentially harmful to the client. This applies to both in-person and electronic  
2 interactions or relationships.

3 **A.10.e Bartering:**

4 Counselors may barter only if the bartering does not result in exploitation or  
5 harm, if the client requests it, and if such arrangements are an accepted practice  
6 among professionals in the community. Counselors consider the cultural  
7 implications of bartering and discuss relevant concerns with clients and  
8 document such agreements in a clear written contract.

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

12 4. The conduct and circumstances described in the Findings of Fact constitute a  
13 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the  
14 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship  
15 with a client, former client or supervisee for the benefit or profit of the licensee.

16 5. The conduct and circumstances described in the Findings of Fact constitute a  
17 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
18 developed by the Board, as it relates to the following:

- 19 a. A.A.C. R4-6-1101, Consent for Treatment.
- 20 b. A.A.C. R4-6-1102, Treatment Plan.
- 21 c. A.A.C. R4-6-212, Clinical Supervision Requirements.

22 **ORDER**

23 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties agree to  
24 the provision and penalties imposed as follows:

- 25 1. Respondent's license, LPC-13438, shall be surrendered to the Board, effective

1 from the date of entry as signed below.

2 2. The surrender shall be considered a revocation of Respondent's license.

3 Practice Termination Plan

4 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall  
5 submit a written plan for terminating their private practice for pre-approval by the Board Chair or  
6 designee. At a minimum, the proposed termination plan must include each of the following:

- 7 a. A written protocol for the secure storage, transfer and access of the clinical  
8 records of Respondent's clients and former clients.
- 9 b. The procedure by which Respondent shall notify each client and former client  
10 in a timely manner regarding the future location of the clinical records of  
11 Respondent's clients and former clients and how those records can be  
12 accessed after the termination of Respondent's practice.
- 13 c. A written protocol for developing an appropriate referral for continuation of  
14 care for Respondent's current clients.
- 15 d. A list of Respondent's current clients and the timeframe for terminating  
16 services to each client. The timeframe for terminating services shall not  
17 exceed 30 days.

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

21  
22 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

23   
24 Cami M. Covey-Doucet

23 6/9/17  
24 Date

25



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

2 Dated this 12<sup>th</sup> day of June, 2017.

3  
4 By:

Tobi Zavala  
5 TOBI ZAVALA, Executive Director  
6 Arizona Board of Behavioral Health Examiners

7 **ORIGINAL** of the foregoing filed

8 This 12<sup>th</sup> day of June, 2017 with:

9 Arizona Board of Behavioral Health Examiners  
10 3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

11 **COPY** of the foregoing mailed via Interagency Mail

12 This 12<sup>th</sup> day of June, 2017, to:

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

15 **COPY** of the foregoing mailed via

16 Certified mail no: 7016214000018041713

This 12<sup>th</sup> day of June, 2017, to:

17 Cami M. Covey-Doucet  
18 Address of Record  
Respondent

19 **COPY** of the foregoing mailed via Mail

20 This 12<sup>th</sup> day of June, 2017, to:

21 Andrew Sniegowski  
22 Snell & Wilmer, L.L.P.  
400 East Van Buren Street  
Suite 1900  
Phoenix, AZ 85004-2202  
23 Attorney for Respondent