



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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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 an applicant for associate counselor licensure in Arizona.

3 2. Between 1993 and 2011, Respondent was arrested on three separate occasions  
4 for DUI.

5 3. Between 2002 and 2012, Respondent has intermittently received outpatient  
6 behavioral health services from various providers regarding alcohol dependency and other  
7 behavioral health issues.

8 CONCLUSIONS OF LAW

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

12 2. The conduct and circumstances described in the Findings of Fact caused the  
13 Board to restrict Respondent's professional practice pursuant to A.R.S. § 32-3275(A)(5) as  
14 ordered below.

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 application to be a licensed associate counselor is approved.

19 Stayed Suspension

20 2. As of the effective date of this Consent Agreement, the license issued to  
21 Respondent pursuant to paragraph 1 shall be **SUSPENDED** for 24 months. However, the  
22 suspension shall be stayed and Respondent's license shall be placed on probation.

23 3. During the stayed suspension portion of the Order, if Respondent is  
24 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted  
25 and Respondent's license shall be automatically suspended as set forth above.







1 documentation from a treating physician who has personally evaluated Respondent on the day  
2 of the requested screen that Respondent was not physically able to report to the laboratory for  
3 biological fluid testing.

4 ***Failure to show for a random biological fluid test or failure to provide a random***  
5 ***biological fluid sample on a day when a sample is requested by the Board, its designee***  
6 ***or the laboratory will be considered an admission of a positive urine screening.*** The  
7 following situations will also constitute ***an admission of a positive urine screen***: submission of  
8 a specimen where the integrity has been compromised as indicated by the presence of  
9 adulterants, with determination made by laboratory personnel; submission of a sample that is  
10 below acceptable volume or temperature to be tested; failure to provide written advance notice  
11 of anticipated absence; and failure to provide written verification of illness from a physician  
12 within 7 days of the missed specimen.

13 ***Failure to show for the random biological fluid test, failure to provide a random***  
14 ***biological fluid sample*** or a positive drug screen showing evidence of any drug other than an  
15 authorized medication ***will constitute a violation of this Order. A violation of this Order for***  
16 ***those reasons will be deemed to be a threat to the public's health, safety and welfare.***  
17 ***The Board may then summarily suspend Respondent's license and may impose***  
18 ***disciplinary action including but not limited to suspension or revocation of Respondent's***  
19 ***license, after notice and opportunity for a hearing. The issue at such hearing will be***  
20 ***limited to whether Respondent violated this Order by failing to show for a random***  
21 ***biological fluid test, failing to provide a random biological fluid sample or for having***  
22 ***tested positive for any drug other than an authorized medication.***

23 17. Respondent shall abstain completely from the personal use of the following  
24 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,  
25

1 and herbal or health preparations containing derivatives of controlled substances. Respondent  
2 is fully responsible for any and all ingested materials and their contents.

3 18. Respondent shall abstain completely from the personal use of alcohol or  
4 controlled substances or possession of controlled substances, as defined in the State Controlled  
5 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a  
6 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter  
7 medications except plain aspirin, acetaminophen, or ibuprofen.

8 19. Orders prohibiting Respondent from personal use or possession of controlled  
9 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully  
10 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During  
11 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider  
12 to coordinate their health care needs and to be aware of all prescriptions utilized by  
13 Respondent. Respondent shall immediately submit to that provider a copy of this Consent  
14 Agreement and shall execute all release of information forms as required by the Board or its  
15 designee. The medical care provider shall, within 14 days of the effective date of this Consent  
16 Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and  
17 provide a list of medications prescribed for Respondent. During the duration of this Consent  
18 Agreement, Respondent shall cause all providers to notify the Board of any additional  
19 medications ordered by the provider. The notification shall be made in writing within 7 days of  
20 the provider's issuance of the prescription.

21 20. If Respondent has a lawful prescription for a narcotic or mood-altering drug,  
22 Respondent shall cause their prescribing provider to submit monthly reports to the Board by the  
23 30<sup>th</sup> day of each month regarding the continued need for the prescribed narcotic or mood-  
24 altering medications. The Board or its designee may, at any time, request the provider to  
25 document the continued need for prescribed medications. Respondent shall keep a written



1 record of medications taken, including over the counter drugs, and produce such record upon  
2 request by the Board or its designee.

3 **Early Release**

4 21. After 12 months and upon the therapist's recommendation, Respondent may  
5 request early release from the Consent Agreement if all other terms of the Consent Agreement  
6 have been met.

7 **GENERAL PROVISIONS**

8 **Provision of Clinical Supervision**

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

11 **Civil Penalty**

12 23. Subject to the provisions set forth in paragraph 24, the Board imposes a civil  
13 penalty against the Respondent in the amount of \$1,000.00.

14 24. 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 9, 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 25. 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 clear and convincing evidence. If the Board  
24 receives the written request within 10 days or less of the next regularly scheduled Board  
25 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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

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

8 27. If Respondent currently sees clients in their own private practice, and obtains any  
9 other type of behavioral health position, either as an employee or independent contractor, where  
10 they provide behavioral health services to clients of another individual or agency, they shall  
11 comply with requirements set forth in paragraphs 28 through 30 below.

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

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

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
3 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
4 employer(s) with a copy of the Consent Agreement.

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

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

22 32. Prior to the release of Respondent from probation, Respondent must submit a  
23 written request to the Board for release from the terms of this Consent Agreement at least 30  
24 days prior to the date they would like to have this matter appear before the Board. Respondent  
25 may appear before the Board, either in person or telephonically. Respondent must provide

1 evidence that they have successfully satisfied all terms and conditions in this Consent  
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
4 that they have addressed the issues contained in this Consent Agreement. In the event that the  
5 Board determines that any or all terms and conditions of this Consent Agreement have not been  
6 met, the Board may conduct such further proceedings as it determines are appropriate to  
7 address those matters.


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

10 34. Respondent shall be responsible for ensuring that all documentation required in  
11 this Consent Agreement is provided to the Board in a timely manner.

12 35. This Consent Agreement shall be effective on the date of entry below.


13 36. This Consent Agreement is conclusive evidence of the matters described herein  
14 and may be considered by the Board in determining appropriate sanctions in the event a  
15 subsequent violation occurs.

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

17  MA CRC CRSS 4-14-17  
18 Aaron D. Foster Date

19  
20 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

21 Dated this 14<sup>th</sup> day of May, 2017.

22  
23 By:   
24 TOBÍ ZAVALA, Executive Director  
25 Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed  
This 8th day of May, 2017 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 8th day of May, 2017, 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. 7016214000001804094  
This 8th day of May, 2017, to:

12 Aaron D. Foster  
13 Address of Record  
14 Respondent  
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