

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LAC-15698 for the practice of
4 counseling in Arizona.

5 2. From 04/16 – 10/17, Respondent was employed at a youth institution ("Agency"),
6 which provides behavioral health services.

7 3. Respondent's duties and responsibilities included providing individual group
8 counseling to an incarcerated youth population.

9 4. On 09/26/17, Agency completed an Administrative Investigation Report, which
10 indicated the following:

- 11 a. A minor client ("Client") requested to speak to his teacher.
- 12 b. Client reported that Respondent encouraged him to complete the program so
13 he could return to the community and have girls give him oral sex.
- 14 c. Client reported that he was bothered by these statements and felt extremely
15 uncomfortable because he was in the sex offender unit.
- 16 d. During Respondent's interview with the Agency investigator:
- 17 • Respondent admitted to saying that when Client gets out, he can "just
18 kick back and relax and get it wet."
 - 19 • Respondent explained that "get it wet" is a term used by the youth, which
20 means to receive oral sex.
- 21 e. According to Agency's Administrative Report, there was sufficient evidence to
22 show that Respondent violated Agency policy regarding employee conduct.

23 5. During Respondent's investigative interview with Board staff, Respondent
24 indicated the following:

25 ...

- 1 a. Respondent takes complete responsibility for what he said; it was a very poor
2 choice of words.
- 3 b. Those comments should never have been used, especially in a therapeutic
4 setting.
- 5 c. Respondent was trying to relate to Client and get him to laugh a little so he
6 could get back to his unit.
- 7 d. Prior to saying the inappropriate comments to Client, Respondent was telling
8 him that he needed to stay focused on himself, get back into the community,
9 get a job, and be there for his family.
- 10 e. Respondent wasn't trying to condone or encourage sexuality with Client; he
11 was just trying to be motivational.
- 12 f. Respondent has learned from this experience and he now has a better
13 understanding of boundaries.

14 **CONCLUSIONS OF LAW**

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

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

21 3. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized
23 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
24 welfare or safety of a client, as it relates to the following section of the 2014 ACA Code of
25 Ethics:

1 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
2 shall submit a certificate of completion of the required continuing education.

3 Clinical Supervision

4 5. While on probation, Respondent shall submit to clinical supervision for 12 months
5 by a masters or higher level behavioral health professional licensed at the independent level.
6 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
7 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
8 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
9 relationship to Respondent. In that letter, the clinical supervisor must address why they should
10 be approved, acknowledge that they have reviewed the Consent Agreement and include the
11 results of an initial assessment and a supervision plan regarding the proposed supervision of
12 Respondent. The letter from the supervisor shall be submitted to the Board.

13 Focus and Frequency of Clinical Supervision

14 6. The focus of the supervision shall relate to professional boundaries, self-
15 awareness, and cultural awareness. Respondent shall meet individually in person with the
16 supervisor for a minimum of one hour at least weekly if working fulltime or twice monthly if
17 working less than 20 hours per week.

18 Reports

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

- 23 a. Dates of each clinical supervision session.
- 24 b. A comprehensive description of issues discussed during supervision
25 sessions.

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

4 9. After Respondent's probationary period, the supervisor shall submit a final
5 summary report for review and approval by the Board Chair or designee. The final report shall
6 also contain a recommendation as to whether the Respondent should be released from this
7 Consent Agreement.

8 **Change of Clinical Supervisor During Probation**

9 10. If, during the period of Respondent's probation, the clinical supervisor determines
10 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
11 the end of supervision and provide the Board with an interim final report. Respondent shall
12 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
13 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
14 proposed clinical supervisor shall provide the same documentation to the Board as was required
15 of the initial clinical supervisor.

16 **GENERAL PROVISIONS**

17 **Provision of Clinical Supervision**

18 11. Respondent shall not provide clinical supervision while subject to this Consent
19 Agreement.

20 **Civil Penalty**

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

23 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent
24 remains compliant with the terms of this Consent Agreement. If Board staff determines that
25 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the

1 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
2 be automatically lifted and payment of the civil penalty shall be made by certified check or
3 money order payable to the Board within 30 days after being notified in writing of the lifting of
4 the stay.

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

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

17 16. If Respondent currently sees clients in their own private practice, and obtains any
18 other type of behavioral health position, either as an employee or independent contractor, where
19 they provide behavioral health services to clients of another individual or agency, they shall
20 comply with requirements set forth in paragraphs 17 through 19 below.

21 17. Within 10 days of the effective date of this Order, if Respondent is working in a
22 position where Respondent provides any type of behavioral health related services or works in a
23 setting where any type of behavioral health, health care, or social services are provided,
24 Respondent shall provide the Board Chair or designee with a signed statement from
25 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
3 copy of the Consent Agreement.

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

14 19. If, during the period of Respondent's probation, Respondent changes
15 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
16 extended leave of absence for whatever reason that may impact their ability to timely comply
17 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
18 the Board of their change of employment status. After the change and within 10 days of
19 accepting employment in a position where Respondent provides any type of behavioral health
20 related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee a written
22 statement providing the contact information of their new employer(s) and a signed statement
23 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
24 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
25 the Board within 10 days, as required, Respondent's failure to provide the required statement to

1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

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

6 21. Prior to the release of Respondent from probation, Respondent must submit a
7 written request to the Board for release from the terms of this Consent Agreement at least 30
8 days prior to the date they would like to have this matter appear before the Board. Respondent
9 may appear before the Board, either in person or telephonically. Respondent must provide
10 evidence that they have successfully satisfied all terms and conditions in this Consent
11 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
12 this Consent Agreement have been met and whether Respondent has adequately demonstrated
13 that they have addressed the issues contained in this Consent Agreement. In the event that the
14 Board determines that any or all terms and conditions of this Consent Agreement have not been
15 met, the Board may conduct such further proceedings as it determines are appropriate to
16 address those matters.

17 22. Respondent shall bear all costs relating to probation terms required in this
18 Consent Agreement.

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

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

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

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