

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

2 **In the Matter of:**

3 **Anne I. McQuaid, LPC-12062,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0043

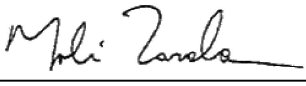
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated January 14th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 14th, 2022.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated January 14th, 2022.

15 By: 
16 **TOBIN ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Jun 13, 2022
Date

17
18 **ORIGINAL** of the foregoing filed **Jun 13, 2022**
19 with:

20 Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

21 **EXECUTED COPY** of the foregoing sent electronically **Jun 13, 2022**
22 to:

23 Anne I. McQuaid
Address of Record
24 Respondent

25 Fatima Badreddine
4600 E Washington Street, Suite 300
Phoenix, AZ 85034

1 Attorney for Respondent

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3 **In the Matter of:**

4 **Anne I. McQuaid, LPC-12062,**
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7 **RESPONDENT**

CASE NO. 2022-0043
CONSENT AGREEMENT

8 In the interest of a prompt and speedy settlement of the above captioned matter,
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
11 and 41-1092.07(F)(5), Anne I. McQuaid (“Respondent”) and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

3 8. Respondent understands that once the Board approves and signs this Consent
4 Agreement, it is a public record that may be publicly disseminated as a formal action of the
5 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

6 9. Respondent further understands that any violation of this Consent Agreement
7 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
8 disciplinary action pursuant to A.R.S. § 32-3281.

9 10. The Board therefore retains jurisdiction over Respondent and may initiate
10 disciplinary action against Respondent if it determines that they have failed to comply with the
11 terms of this Consent Agreement or of the practice act.

12 The Board issues the following Findings of Fact, Conclusions of Law and Order:

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-12062 for the practice of
15 counseling in the State of Arizona.

16 2. In 02/21, Respondent's supervisee ("Supervisee") submitted her LISAC
17 application to the Board indicating that since approximately 07/13, Supervisee was the
18 owner/CEO of the behavioral health agency ("Agency") where the clinical supervision was
19 taking place.

20 3. Respondent provided clinical supervision to Supervisee from 01/18 – 04/19,
21 while Supervisee was the owner of Agency.

22 4. From 11/16 – 01/19, A.A.C. R4-6-211 indicated that a supervisee may not
23 acquire supervised work experience in a professional setting which the supervisee operates or
24 manages or in which the supervisee has an ownership interest.

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1 5. Respondent represented the following regarding Supervisee's ownership of
2 Agency:

3 a. Respondent acknowledged providing Supervisee clinical supervision while
4 Supervisee was the owner of Agency.

5 b. At the time, Respondent was not aware of the Board rules cited in the
6 complaint.

7 c. In retrospect, Respondent can now see the Board's concerns with
8 supervising someone who owned Agency.

9 6. Additionally, as a LASAC, Supervisee's scope of practice is codified by A.R.S. §
10 32-3251(12), which includes the following:

11 *Practice of substance abuse counseling means the professional application of general*
12 *counseling theories, principles and techniques as specifically adapted, based on*
13 *research and clinical experience, to the specialized needs and characteristics of*
14 *persons who are experiencing substance abuse, chemical dependency and related*
15 *problems and to the families of those persons. The practice of substance abuse*
16 *counseling includes the following as they relate to substance abuse and chemical*
17 *dependency issues:*

18 *(a) Assessment, appraisal and diagnosis.*

19 *(b) The use of psychotherapy for the purpose of evaluation, diagnosis and treatment*
20 *of individuals, couples, families and groups.*

21 7. During the course of Respondent's supervision of Supervisee, Respondent
22 signed off and approved clinical records that were strictly general mental health and did not
23 include substance abuse.

24 8. Respondent made the following representations regarding Supervisee's scope of
25 practice while under her supervision:

- 1 a. Typically, Supervisee was doing EMDR with clients presenting with mental
2 health issues only.
- 3 b. Respondent understands that Supervisee had a LASAC license, which limits
4 the licensee to a population of persons with substance abuse issues.
- 5 c. Respondent believed that since Supervisee was certified in EMDR, then
6 Supervisee could provide EMDR services to any clients.
- 7 d. Respondent was not aware that Supervisee was practicing outside the scope
8 of her license by providing EMDR services while she was EMDR certified.
- 9 e. Respondent acknowledges she misunderstood Supervisee's scope.
- 10 f. Respondent does not believe she ever had a conversation with Supervisee
11 about the scope of Supervisee's license.
- 12 g. Respondent cannot recall how many clients or what percentage of
13 Supervisee's caseload would have been outside the scope of Supervisee's
14 license.

15 9. Although Respondent has been independently licensed for nearly two decades, she was
16 not aware of a LASAC's scope until receiving this Board complaint.

17 **CONCLUSIONS OF LAW**

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

21 2. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
23 assisting in abetting the violation of any provision of this chapter, any rule adopted pursuant to
24 this chapter, any lawful order of the board, or any formal order, consent agreement, term of
25 probation or stipulated agreement issued under this chapter.

1 3. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
3 applicable to the practice of behavioral health, as it relates to:

4 A.A.C. R4-6-211. Direct Supervision: Supervised Work Experience: General

5 **ORDER**

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

8 1. Respondent's license, LPC-12062, will be placed on probation for 12 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LPC-12062, unless they are
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent Agreement.
15 All such requests shall be pre-approved by the Board Chair or designee.

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

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273 and
22 A.A.C. R4-6-214, within 12 months of the effective date of this Consent Agreement, Respondent
23 shall complete 12 clock hours of continuing education in Arizona clinical supervision. All
24 required continuing education shall be pre-approved by the Board Chair or designee. Upon

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1 completion, Respondent shall submit a certificate of completion of the required continuing
2 education.

3 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
5 hours of continuing education in scope of practice and conflict of interest. All required continuing
6 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
7 shall submit a certificate of completion of the required continuing education.

8 **Early Release**

9 6. After completion of the continuing education requirements set forth in this
10 Consent Agreement, Respondent may request early release from the Consent Agreement if all
11 other terms of the Consent Agreement have been met.

12 **GENERAL PROVISIONS**

13 **Provision of Clinical Supervision**

14 7. Respondent shall not provide clinical supervision while subject to this Consent
15 Agreement.

16 **Civil Penalty**

17 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
18 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

13 12. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

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

25 ...

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

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

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

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

19 20. This Consent Agreement shall be effective on the date of entry below.

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

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

2 Anne McQuaid

3 Anne McQuaid (Jan 13, 2022 17:04 MST)

4 Anne I. McQuaid

Jan 13, 2022

Date

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

6 By:

Mpli Zavala

7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

Jan 14, 2022

Date

9 **ORIGINAL** of the foregoing filed
10 with:

Jan 14, 2022

11 Arizona Board of Behavioral Health Examiners
12 1740 West Adams Street, Suite 3600
13 Phoenix, AZ 85007

14 **EXECUTED COPY** of the foregoing sent electronically
15 to:

Jan 14, 2022

16 Mona Baskin
17 Assistant Attorney General
18 2005 North Central Avenue
19 Phoenix, AZ 85004

20 Anne I. McQuaid
21 Address of Record
22 Respondent

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