

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

3 **In the Matter of:**

4 **Stephanie M. Rupe, LAC-18104,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0079
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), Stephanie M. Rupe ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

25 ...

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. LAC-18104 for the practice of
15 counseling in the State of Arizona.

16 2. From 05/21 – 11/21, Respondent was employed at a behavioral health agency
17 (“Agency”) as a full-time Clinician.

18 3. On 05/19/21, Respondent signed an employment contract with Agency which
19 included the following:

- 20 a. Clients should not have Respondent’s personal phone number.
- 21 b. Respondent is not to dispose of any documentation at home unless they
22 have a shredder.
- 23 c. If Respondent does not have a shredder, she must bring the documentation
24 to Agency and use Agency’s shredder.
- 25 d. Respondent must provide a 30-day notice of resignation.

1 4. Respondent violated this employment contract as follows:

2 a. On 10/22/21, Respondent was written up for using her personal cell phone to
3 speak with clients.

4 b. On 10/26/21, Respondent notified Complainant she was giving a one week
5 notice of her resignation, but later changed to a two-week notice.

6 c. After leaving Agency, Respondent kept her planner with client's full names
7 and kept summaries of client's services.

8 5. Specifically, Respondent kept summaries for six Agency clients which included
9 the following in part:

10 a. The client's full name.

11 b. The client's age.

12 c. The client's diagnosis.

13 d. The client's current living situation.

14 e. A quick history of the client.

15 f. The client's goals for therapy.

16 6. During an investigative interview Respondent represented the following regarding
17 maintaining confidential client information after her departure from Agency:

18 a. Respondent prepared these six client summaries to give to the new therapist
19 but did not have chance to do so since Complainant let her go.

20 b. Respondent held onto the summaries and client information due to this
21 investigation.

22 c. Respondent would shred these documents following the completion of the
23 Board's investigation.

24 d. Respondent kept the planner and client summaries in a container in her
25 closet.

1 e. The planner and client summaries were not in a safe or secured by a lock.

2 f. Respondent lives with her husband and Respondent represents he would not
3 look through her stuff.

4 7. Respondent represents she kept confidential client information following her
5 departure from Agency due to this Board complaint when in fact her last day was 11/03/21, and
6 the Board did not receive the complaint until 11/10/21.

7 8. Respondent held onto these records for at least one full week before any
8 knowledge of a Board complaint.

9 9. Respondent signed an employment contract with Agency agreeing to dispose of
10 client documentation appropriately, yet she maintained confidential client records in her
11 personal possession in an unlocked area.

12 10. Respondent failed to dispose of confidential client information appropriately
13 following her departure from Agency as required by the ACA Code of Ethics and her
14 employment contract with Agency.

15 **CONCLUSIONS OF LAW**

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

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

23 **D.1.g. Employer Policies**

24 The acceptance of employment in an agency or institution implies that

25 ...

1 counselors are in agreement with its general policies and principles. Counselors
2 strive to reach agreement with employers regarding acceptable standards of
3 client care and professional conduct that allow for changes in institutional policy
4 conducive to the growth and development of clients.

5 **B.6.H. Storage and Disposal After Termination:**

6 Counselors store records following termination of services to ensure reasonable
7 future access, maintain records in accordance with federal and state laws and
8 statutes such as licensure laws and policies governing records, and dispose of
9 client records and other sensitive materials in a manner that protects client
10 confidentiality. Counselors apply careful discretion and deliberation before
11 destroying records that may be needed by a court of law, such as notes on child
12 abuse, suicide, sexual harassment, or violence.

13 **ORDER**

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

16 **Stayed Suspension**

17 1. As of the effective date of this Consent Agreement, Respondent's license, LAC-
18 18104, shall be SUSPENDED 24 months. However, the suspension shall be stayed and
19 Respondent's license shall be placed on probation.

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

23 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
24 Respondent shall request in writing, within 10 days of being notified of the automatic
25 suspension of licensure, that the matter be placed on the Board agenda for the Board to review

1 and determine if the automatic suspension of Respondent's license was supported by clear and
2 convincing evidence.

3 4. If the written request is received within 10 days of a regularly scheduled Board
4 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
5 scheduled Board meeting.

6 5. Pending the Board's review, Respondent's license shall be reported as
7 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
8 health professional pending the Board's review. The Board's decision and Order shall not be
9 subject to further review.

10 **Probation**

11 6. Respondent's license, LAC-18104, will be placed on probation for 24 months,
12 effective from the date of entry as signed below.

13 7. Respondent shall not practice under their license, LAC-18104, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

23 **Continuing Education**

24 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within
25 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a

1 three semester credit hour graduate level behavioral health ethics course from a regionally
2 accredited college or university, pre-approved by the Board Chair or designee. Upon
3 completion, Respondent shall submit to the Board an official transcript establishing completion
4 of the required course.

5 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within
6 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
7 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
8 All required continuing education shall be pre-approved by the Board chair or designee. Upon
9 completion, Respondent shall submit a certificate of completion of the required continuing
10 education.

11 **Clinical Supervision**

12 11. While on probation, Respondent shall submit to clinical supervision for 24 months
13 by a masters or higher level behavioral health professional licensed by the Arizona Board of
14 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
15 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
16 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
17 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
18 letter, the clinical supervisor must address why they should be approved, acknowledge that they
19 have reviewed the Consent Agreement and include the results of an initial assessment and a
20 supervision plan regarding the proposed supervision of Respondent. The letter from the
21 supervisor shall be submitted to the Board.

22 **Focus and Frequency of Clinical Supervision**

23 12. The focus of the supervision shall relate to Board rules and statues, HIPAA,
24 confidentiality, handling of clinical documentation, record storage, professionalism, and self-
25 care/burnout. Respondent shall meet individually in person with the supervisor for a minimum of

1 one hour, twice a month for the first 12 months, and after the first 12 months at the
2 recommendation of clinical supervisor.

3 Reports

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

8 a. Dates of each clinical supervision session.

9 b. A comprehensive description of issues discussed during supervision
10 sessions.

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

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

18 Change of Clinical Supervisor During Probation

19 16. If, during the period of Respondent's probation, the clinical supervisor determines
20 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
21 the end of supervision and provide the Board with an interim final report. Respondent shall
22 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
23 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
24 proposed clinical supervisor shall provide the same documentation to the Board as was required
25 of the initial clinical supervisor.

1 **Therapy**

2 17. During the period of probation, Respondent shall receive a counseling
3 assessment based on issues identified in the Board's investigative report with a masters or
4 higher level behavioral health professional licensed at the independent level. The therapeutic
5 plan shall be submitted to the Board for review. Within 30 days of the date of this Consent
6 Agreement, Respondent shall submit the name of their therapist and the therapist's curriculum
7 vitae for pre-approval by the Board Chair or designee. Also, within 30 days of the date of this
8 Consent Agreement, the therapist shall submit a letter addressing why they should be
9 approved, acknowledging that they have reviewed the Consent Agreement and include the
10 results of an initial assessment and a treatment plan regarding the proposed treatment of
11 Respondent.

12 18. Upon approval, the Board will provide the therapist with copies of any required
13 evaluations completed at the request of the Board prior to this Consent Agreement and the
14 Board's investigative report.

15 **Focus and Frequency of Therapy**

16 19. The focus and frequency of the therapy shall be at the recommendation of the
17 therapist..

18 **Reports**

19 20. Once approved, the therapist shall submit quarterly reports and a final summary
20 report to the Board for review and approval. The quarterly reports shall include issues presented
21 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
22 more frequent therapy is needed. The reports shall address Respondent's current mental health
23 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
24 professional opinion, Respondent becomes unable to practice psychotherapy safely and

25 ...

1 competently. The final report shall also contain a recommendation as to whether the
2 Respondent should be released from this Consent Agreement.

3 **Early Release**

4 21. After completion of the continuing education requirements set forth in this
5 Consent Agreement and upon the supervisor's and therapist's recommendation, Respondent
6 may request early release from the Consent Agreement if all other terms of the Consent
7 Agreement have been met.

8 **GENERAL PROVISIONS**

9 **Provision of Clinical Supervision**

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

12 **Civil Penalty**

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

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

22 25. Within 10 days of being notified of the lifting of the stay, Respondent may request
23 that the matter be reviewed by the Board for the limited purpose of determining whether the
24 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

25 ...

1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

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

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

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

22 29. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social
25 ...

1 services are provided, Respondent shall provide the Board Chair or designee with a written
2 statement providing the contact information of their new employer and a signed statement from
3 Respondent's new employer confirming Respondent provided the employer with a copy of this
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board
5 within 10 days, as required, Respondent's failure to provide the required statement to the Board
6 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
7 employer(s) with a copy of the Consent Agreement.

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

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

25 ...

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

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

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

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

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

20
21 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 Stephanie M. Rupe
Stephanie M. Rupe (Sep 28, 2022 13:01 PDT)
23 Stephanie M. Rupe

24 Sep 28, 2022
Date

24 ...

25 ***

