

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License No. LASAC-15327 for the practice of
17 substance abuse counseling in the State of Arizona.

18 2. From 10/20 – 09/21, Respondent provided behavioral health services to
19 Complainant.

20 3. At the onset of services, Complainant signed an informed consent with Agency
21 that failed to include the following minimum Board requirements:

22 a. Purpose of treatment.

23 b. General procedures to be used in treatment, including benefits, limitations,
24 and potential risks.

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1 c. The clients right to participate in treatment decisions and in the development
2 and periodic review and revision of the client's treatment plan.

3 d. The client's right to refuse any recommended treatment or to withdraw
4 consent to treatment and to be advised of the consequences of refusal or
5 withdrawal.

6 4. Throughout 11 months of therapy, Respondent failed to develop a treatment plan
7 for Complainant which would have outlined the goals of services.

8 5. Throughout the therapy, Complainant discussed their relationships with others,
9 stress with work, recent surgery, and issues related to possible autism.

10 6. Despite Respondent representing Complainant was inconsistent with attendance
11 it appears Complainant kept the last ten session from 04/21 – 09/21 with Licensee.

12 7. During the 06/02/21 session, Respondent noted she offered Complainant a
13 referral for a general mental health practitioner if they no longer wanted to engage in trauma
14 therapy.

15 8. Respondent failed to specifically document who or what the referral was.

16 9. Furthermore, Complainant went on to attend 5 more therapy sessions with
17 Licensee following the 06/02/21 session with no mention of possibly terminating services.

18 10. On 09/30/21, Respondent abruptly stopped seeing Complainant and failed to
19 develop any sort of discharge plan or summary until 02/13/22 which is roughly 4 weeks after the
20 filing of this complaint.

21 11. During an investigative interview, Respondent represented she believed
22 Complainant still needed continued services at the conclusion of the final session but did not
23 feel she could force Complainant to attend services.

24 12. Respondent represented she did not receive any of the alleged texts that
25 Complainant provided screenshots of.

1 13. Respondent failed to appropriately provide referrals or resources around the final
2 date of service.

3 14. None of Complainant's progress notes or clinical records indicated substance
4 use as a reason for services, or area of treatment.

5 15. Since Respondent is a substance abuse counselor, her scope of practice is
6 limited to substance abuse, chemical dependency and related problems, and to the families of
7 those persons.

8 16. Throughout the course of treatment with Complainant, Respondent offered to
9 provide EMDR services to Complainant and the focus of therapy was around general mental
10 health issues.

11 17. Complainant's diagnoses were PTSD and Bipolar Disorder with no relation to
12 substance use.

13 18. Board staff requested a client list and randomly selected 3 clinical records of
14 clients Respondent treated.

15 19. The requested client list showed that from 10/20 – 10/22, Respondent treated 62
16 clients and at least 53 of those clients did not have any sort of substance use diagnosis.

17 20. Board staff obtained random clinical records for 3 of Respondent's clients which
18 included the following documentation deficiencies:

19 a. R.Y.'s records included the following deficiencies:

- 20 • The informed consent was missing the following minimum requirements:
 - 21 ➤ Purpose of treatment.
 - 22 ➤ General procedures to be used in treatment, including benefits,
23 limitations, and potential risks.

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- The clients right to participate in treatment decisions and in the development and periodic review and revision of the client's treatment plan.
- The client's right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.
- The treatment plan was missing the following minimum requirements:
 - The date the client's treatment plan will be reviewed.
 - The dated signature of the client or the client's legal representative.
 - The dated signature of the licensee.
- b. A.A.'s records included the following deficiencies:
 - There was no signed informed consent.
 - The treatment plan was missing the following minimum requirements:
 - The date the client's treatment plan will be reviewed.
 - The dated signature of the client or the client's legal representative.
 - The dated signature of the licensee.
- c. E.G.'s records included the following deficiencies:
 - The informed consent was missing the following minimum requirements:
 - Purpose of treatment.
 - General procedures to be used in treatment, including benefits, limitations, and potential risks.
 - The clients right to participate in treatment decisions and in the development and periodic review and revision of the client's treatment plan.

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➤ The client’s right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.

- The treatment plan was missing the following minimum requirements:
 - The date the client’s treatment plan will be reviewed.
 - The dated signature of the client or the client’s legal representative.
 - The dated signature of the licensee.

21. The documentation deficiencies appeared to be a trend among Respondent’s clients.

22. Upon review of the 3 randomly subpoenaed clinical records, they indicted the following:

- a. R.Y. was diagnosed with general anxiety disorder with no mention of substance use being a focus of treatment.
- b. A.A. was diagnosed with generalized anxiety disorder and major depressive disorder.
- c. Despite A.A.’s records mentioning substance use, it did not appear to be a focus of treatment or a formal diagnosis.
- d. E.G. was diagnosed with generalized anxiety disorder and OCD and reported no substance use at all.

23. For roughly two years, Respondent was actively practicing outside the scope of her license and represented she thought she could provide EMDR since she was certified in EMDR.

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1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
7 that are not congruent with the Licensee's professional education, training or experience.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
10 developed by the board as it relates to:

11 A.A.C. R4-6-1101, Consent for Treatment

12 A.A.C. R4-6-1102, Treatment Plan

13 4. The conduct and circumstances described in the Findings of Fact constitute a
14 violation of A.R.S. § 32-3251(16)(s), termination behavioral health services to a client without
15 making an appropriate referral for continuation of care for the client if continuing behavioral
16 health services are indicated.

17 **ORDER**

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

20 1. Respondent's license, LASAC-15327, will be placed on probation for 12 months,
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under their license, LASAC-15327, unless they
23 are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they

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1 shall immediately notify the Board in writing and shall not practice under their license until they
2 submit a written request to the Board to re-commence compliance with this Consent
3 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

8 **Continuing Education**

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

14 **Clinical Supervision**

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

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1 **Focus and Frequency of Clinical Supervision**

2 6. The focus of the supervision shall relate to documentation, scope of practice,
3 code of ethics, and Board statutes and rules. Respondent shall meet individually in person with
4 the supervisor for a minimum of one hour weekly if working fulltime.

5 **Reports**

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

- 10 a. Dates of each clinical supervision session.
11 b. A comprehensive description of issues discussed during supervision
12 sessions.

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

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

20 **Change of Clinical Supervisor During Probation**

21 10. If, during the period of Respondent's probation, the clinical supervisor determines
22 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
23 the end of supervision and provide the Board with an interim final report. Respondent shall
24 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the

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1 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
2 proposed clinical supervisor shall provide the same documentation to the Board as was required
3 of the initial clinical supervisor.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 11. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 **Civil Penalty**

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

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

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

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

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

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

18 18. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health 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 with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

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

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

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

10 23. 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 24. This Consent Agreement shall be effective on the date of entry below.


13 25. 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.

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

18 
Alexandra M. Rodriguez (Dec 19, 2022 17:29 MST)
19 Alexandra M. Rodriguez

Dec 19, 2022
Date

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

21 By: 
22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

Dec 19, 2022
Date

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1 **ORIGINAL** of the foregoing filed Dec 19, 2022
with:

2
3 Arizona Board of Behavioral Health Examiners
4 1740 West Adams Street, Suite 3600
5 Phoenix, AZ 85007

6 **EXECUTED COPY** of the foregoing sent electronically Dec 19, 2022
7 to:

8 Mona Baskin
9 Assistant Attorney General
10 2005 North Central Avenue
11 Phoenix, AZ 85004

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13 Alexandra M. Rodriguez
14 Address of Record
15 Respondent
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