

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 her
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 and the Healthcare Integrity and Protection Data Bank.

19 8. Respondent further understands that any violation of this Consent Agreement
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(15)(n) and may result in
21 disciplinary action pursuant to A.R.S. § 32-3281.

22 9. The Board therefore retains jurisdiction over Respondent and may initiate
23 disciplinary action against Respondent if it determines that she has failed to comply with the
24 terms of this Consent Agreement or of the practice act.

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

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LMSW-11397 for the practice of social
3 work in Arizona.

4 2. In 08/13, Respondent was issued a Performance Improvement Plan that
5 indicated she shall not provide case management services to clients including rental assistance,
6 transportation or job search assistance.

7 3. Subsequent to the Performance Improvement Plan, Respondent:

8 a. Purchased \$75 worth of cleaning supplies for a client.

9 b. Delivered glucose monitoring supplies to a client's wife.

10 c. Provided a client with a security deposit for approximately \$700, issued from
11 Respondent's personal bank account.

12 4. At no point prior to providing her client with the security deposit, did Respondent
13 consult with her supervisor to discuss potential alternative solutions to her client's situation.

14 5. When Respondent's supervisor raised the issue about the security deposit,
15 Respondent submitted her resignation.

16 **CONCLUSIONS OF LAW**

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

20 2. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of
22 the licensee to safely and competently practice the licensee's profession.

23 3. The conduct and circumstances described in the Findings of Fact constitute a
24 violation of A.R.S. § 32-3251(15)(k), any conduct or practice that is contrary to recognized

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1 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
2 welfare or safety of a client, as it relates to the following section of the NASW Code of Ethics:

3 **1.06 Conflicts of Interest:** (a) Social workers should be alert to
4 and avoid conflicts of interest that interfere with the exercise of
5 professional discretion and impartial judgment. Social workers
6 should inform clients when a real or potential conflict of interest
7 arises and take reasonable steps to resolve the issue in a manner
8 that makes the clients' interests primary and protects clients'
9 interests to the greatest extent possible. In some cases, protecting
10 clients' interests may require termination of the professional
11 relationship with proper referral of the client.

12 **ORDER**

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

15 **Stayed Suspension**

16 1. As of the effective date of this Consent Agreement, Respondent's license,
17 LMSW-11397, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed
18 and Respondent's license shall be placed on probation.

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

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

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1 and determine if the automatic suspension of Respondent's license was supported by
2 substantial 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, LMSW-11397, will be placed on probation, effective from
12 the date of entry as signed below.

13 7. Respondent shall not practice under her license, LMSW-11397, unless she is
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, she
16 shall immediately notify the Board in writing and shall not practice under her license until she
17 submits 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 she is 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 complete 6 clock

1 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
2 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
3 completion, Respondent shall submit a certificate of completion of the required continuing
4 education.

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 take and pass a
7 three semester credit hour graduate level behavioral health ethics course from an accredited
8 college or university, pre-approved by the Board Chair or designee. Upon completion,
9 Respondent shall submit to the Board an official transcript establishing completion of the
10 required course.

11 Clinical Supervision

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

21 Focus and Frequency of Clinical Supervision

22 12. The focus of the supervision shall relate to boundaries, ethical issues, and dual
23 relationships. Respondent shall meet individually in person with the supervisor for a minimum of
24 one hour at least weekly if working fulltime or twice monthly if working less than 20 hours per
25 week.

1 **Reports**

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

- 6 a. Dates of each clinical supervision session
- 7 b. A comprehensive description of issues discussed during supervision sessions

8 14. All quarterly supervision reports shall include a copy of clinical supervision
9 documentation maintained for that quarter. All clinical supervision documentation maintained by
10 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(F)(4).

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

15 **Change of Clinical Supervisor During Probation**

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

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1 **Early Release**

2 17. After completion of the stipulations set forth in this Consent Agreement, and upon
3 the supervisor's recommendation, Respondent may request early release from the Consent
4 Agreement after 12 months.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 18. Respondent shall not provide clinical supervision while subject to this Consent
8 Agreement.

9 **Civil Penalty**

10 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

12 20. Respondent's payment of the civil penalty shall be stayed so long as Respondent
13 remains compliant with the terms of this Consent Agreement. If Board staff determines that
14 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
15 exception of the tolling provision under Paragraph 8, the stay of the civil penalty payment shall
16 be automatically lifted and payment of the civil penalty shall be made by certified check or
17 money order payable to the Board within 30 days after being notified in writing of the lifting of
18 the stay.

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

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1 22. 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 23. 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 she provides behavioral health services to clients of another individual or agency, she shall
9 comply with requirements set forth in Paragraphs 24 through 25 below.

10 24. 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 25. 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 her 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
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

17 27. Respondent shall practice social work using the name under which she is
18 licensed. If Respondent changes her name, she shall advise the Board of the name change as
19 prescribed under the Board's regulations and rules.

20 28. Prior to the release of Respondent from probation, Respondent must submit a
21 written request to the Board for release from the terms of this Consent Agreement at least 30
22 days prior to the date she would like to have this matter appear before the Board. Respondent
23 may appear before the Board, either in person or telephonically. Respondent must provide
24 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.
25 The Board has the sole discretion to determine whether all terms and conditions of this Consent

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

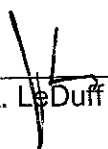
6 29. Respondent shall bear all costs relating to probation terms required in this
7 Consent Agreement.

8 30. Respondent shall be responsible for ensuring that all documentation required in
9 this Consent Agreement is provided to the Board in a timely manner.

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

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

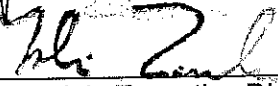
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15  Lmsw
16 Julie A. LeDuff

3/23/2015
Date

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

18 Dated this 23 day of April, 2015.

19 By: 
20 TOBIN ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

22 **ORIGINAL** of the foregoing filed
23 This 23 day of April, 2015 with:

24 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
25 Phoenix, AZ 85012

1 **COPY** of the foregoing mailed via Interagency Mail
This Five day of April, 2015, to:

2
3 Marc Harris
4 Assistant Attorney General
5 1275 West Washington
6 Phoenix, Arizona 85007

7 **COPY** of the foregoing mailed via
8 Certified mail no. 70122920001 77949648
9 This 3rd day of April, 2015, to:

10 Julie A. LeDuff
11 Address of Record
12 Respondent

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