

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

3 **In the Matter of:**

4 **Anwar S. Hassan,**
5 **Licensed Substance Abuse Technician**
6 **Applicant,**
7 **In the State of Arizona.**

CASE NO. 2015-0076

 CONSENT AGREEMENT
 FOR ISSUANCE OF LICENSE

8 **RESPONDENT**

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

15 **RECITALS**

16 Respondent understands and agrees that:

- 17 1. Any record prepared in this matter, all investigative materials prepared or
18 received by the Board concerning the allegations, and all related materials and exhibits may be
19 retained in the Board's file pertaining to this matter.
- 20 2. Respondent has the right to a formal administrative hearing at which Respondent
21 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably
22 waives his right to such formal hearing concerning these allegations and irrevocably waives his
23 right to any rehearing or judicial review relating to the allegations contained in this Consent
24 Agreement.
- 25 3. Respondent has the right to consult with an attorney prior to entering into this

1 Consent Agreement.

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

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining
8 sanctions in any 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank
19 and the Healthcare Integrity and Protection Data Bank.

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

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

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

2 **FINDINGS OF FACT**

3 1. Respondent is an applicant for licensure for the practice of substance abuse
4 counseling in Arizona.

5 2. Since 2008, Respondent has been involuntarily terminated from three behavioral
6 health agencies for performance issues.

7 3. In 05/12, Respondent entered into an Impairment monitoring program with the
8 Minnesota Health Professionals Services Program ("Impairment Program").

9 4. In 06/12, Respondent was discharged from the Impairment Program for non-
10 compliance.

11 5. In 06/12, Respondent was dismissed from by his employer for the following
12 reasons:

13 a. Employer received multiple client and employee complaints.

14 b. Respondent demonstrated inability to control his emotions on the job.

15 c. Respondent was discharged from the Impairment Program for non-
16 compliance.

17 6. On employment applications in 12/10 and 12/11, Respondent failed to disclose
18 two previous criminal charges.

19 7. On a 02/14 employment application, Respondent indicated he left a previous
20 employer to seek new opportunities, when in fact he was involuntarily terminated.

21 **CONCLUSIONS OF LAW**

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

25 2. The conduct and circumstances described in the Findings of Fact constitute a

1 violation of A.R.S. § 32-3251(12)(b), use of fraud or deceit in connection with rendering services
2 as a licensee or in establishing qualifications pursuant to this chapter.

3 3. The conduct and circumstances described in the Findings of Fact constitute a
4 violation of A.R.S. § 32-3251(12)(f), any conduct, practice or condition that impairs the ability of
5 the licensee to safely and competently practice the licensee's profession.

6 **ORDER**

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

9 1. Respondent's application to be a licensed substance abuse technician is
10 approved.

11 2. The license issued to Respondent pursuant to paragraph 1 will be immediately
12 placed on probation for 24 months.

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

19 4. 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 he is granted approval to re-commence compliance with the Consent Agreement.

22 **Continuing Education**

23 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
25 three semester credit hour graduate level course in addictions from an accredited college or

1 university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall
2 submit to the Board an official transcript establishing completion of the required course.
3 Respondent shall complete the education before practicing in Arizona.

4 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
6 three semester credit hour graduate level course in behavioral health ethics from an accredited
7 college or university, pre-approved by the Board Chair or designee. Upon completion,
8 Respondent shall submit to the Board an official transcript establishing completion of the
9 required course. Respondent shall complete the education before practicing in Arizona.

10 **Clinical Supervision**

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

20 **Focus and Frequency of Clinical Supervision**

21 8. The focus of the supervision shall relate to accountability, addiction relapse and
22 integrity. Respondent shall meet weekly with the clinical supervisor at least weekly if working
23 fulltime or twice monthly if working less than 20 hours per week.

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1 Reports

2 9. 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 10. 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 11. 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 12. 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.

23 GENERAL PROVISIONS

24 Civil Penalty

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

3 14. Respondent's payment of the civil penalty shall be stayed so long as Respondent
4 remains compliant with the terms of this Consent Agreement. If Board staff determines that
5 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
6 exception of the tolling provision under Paragraph 4, the stay of the civil penalty payment shall
7 be automatically lifted and payment of the civil penalty shall be made by certified check or
8 money order payable to the Board within 30 days after being notified in writing of the lifting of
9 the stay.

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

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

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 his 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(15)(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 his ability to timely comply with
17 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
18 Board of his change of employment status. After the change and within 10 days of accepting
19 employment in a position where Respondent provides any type of behavioral health related
20 services or in a setting where any type of behavioral health, health care, or social services are
21 provided, Respondent shall provide the Board Chair or designee a written statement providing
22 the contact information of his new employer(s) and a signed statement from Respondent's new
23 employer(s) confirming Respondent provided the employer(s) with a copy of this Consent
24 Agreement. If Respondent does not provide the employer's statement to the Board within 10
25 days, as required, Respondent's failure to provide the required statement to the Board shall be

1 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 20. Respondent shall practice behavioral health using the name under which he is
4 licensed. If Respondent changes his name, he shall advise the Board of the name change as
5 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 he 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 he has successfully satisfied all terms and conditions in this Consent Agreement.
11 The Board has the sole discretion to determine whether all terms and conditions of this Consent
12 Agreement have been met and whether Respondent has adequately demonstrated that he has
13 addressed the issues contained in this Consent Agreement. In the event that the Board
14 determines that any or all terms and conditions of this Consent Agreement have not been met,
15 the Board may conduct such further proceedings as it determines are appropriate to address
16 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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1 PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

2 A. HASSAN
3 Anwar S. Hassan

MARCH 16 2015
Date

4 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

5 Dated this 12th day of June, 2015.

6 By: M. Zavala
7 TOBI ZAVALA, Executive Director
8 Arizona Board of Behavioral Health Examiners

9 ORIGINAL of the foregoing filed
This 12th day of June, 2015 with:

10 Arizona Board of Behavioral Health Examiners
11 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

12 COPY of the foregoing mailed via Interagency Mail
13 This 12th day of June, 2015, to:

14 Marc Harris
15 Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

16 COPY of the foregoing mailed via
17 Certified mail no. 7014 2870 0001 8957 0568
This 12th day of June, 2015, to:

18 Anwar S. Hassan
19 Address of Record
Respondent