



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.     Although Respondent does not agree that all the Findings of Fact set forth in this  
10 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the  
11 Board's position that, if this matter proceeded to formal hearing, the Board could establish  
12 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted  
13 unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent  
14 Agreement as an economical and practical means of resolving the issues associated with the  
15 complaint filed against him. Further, Respondent acknowledges that the Board may use the  
16 evidence in its possession relating to this Consent Agreement for purposes of determining  
17 sanctions in any further disciplinary matter.

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20 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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- House coming for sale in our neighborhood. Also the house next to us will prob go for sale end of May beginning of June. I know her really well & would be comfortable going with you to show u the house & talk to her if u wanted.

b. 02/15/18, Wife to Respondent:

- Therapist turned friends.

c. 04/21/18, Respondent to Wife:

- We are coming down there in an hour or so to drop the contract. I have my kids with me, if ya'll are home we will stop by so they can wrestle each other.

d. 04/22/18, Wife to Respondent:

- Few more sessions then you can fire us.

e. 06/10/18, Wife to Respondent:

- Haha! I like the domino [effect] of our relationship...meeting you, becoming friends. [Respondent's wife], [Licensee's Son], your kids. We all fit together effortlessly. Have to agree about [Respondent's wife]. Thanks (heart emoji)

f. 06/10/18, Wife to Respondent:

- So you don't become friends with all your "clients"?

g. 07/05/18, Wife to Respondent:

- Have fun in Mexico...I'm going to need a session when u get back.

h. 09/20/18, Wife to Respondent:

- I might need a mini session if your up to it...since you want to work so badly.

...

1           8.     Although Respondent represents that certain events with Husband and Wife only  
2 transpired once the counseling relationship had ended, the termination of services was not  
3 made clear in documentation.

4           9.     In Husband's clinical record, there is no documentation whatsoever that would  
5 indicate closure of services, the completion of treatment goals, or that any kind of discharge or  
6 referral for continued services was made.

7           10.    In Wife's clinical record, there is an entry in 05/18 that indicates outtake  
8 completed; however, aside from that specific entry, which was actually in Husband's record,  
9 there is no indication that treatment goals were accomplished, or any other documented reason  
10 to indicate why services ended.

11          11.    Months following the last documented session in 05/18, Wife sent text messages  
12 to Respondent signifying that the counseling relationship was still ongoing.

13          12.    On 07/05/18, Wife sent a text to Respondent indicating:

14           a.    Have fun in Mexico...I'm going to need a session when u get back.

15          13.    On 09/20/18, Wife sent a text to Respondent indicating:

16           a.    I might need a mini session if your up to it...

17          14.    The existence of these communications, which were beyond their last  
18 documented session in 05/18, appears to indicate, at a minimum, that the clients were neither  
19 clearly informed nor understood that the counseling relationship had ended.

20          15.    Respondent offered no response to those text messages in which he might  
21 correct, make aware, or provide a clear communication that the counseling relationship had  
22 ended. Respondent's position is that the texts in ¶¶ 12 and 13 were made in jest by Wife.  
23 However, even if Respondent held that belief, he should have clarified the nature of the  
24 relationship to ensure both a lack of confusion and ensure appropriate documentation.

25    ...

1           16.     In the fall of 2018, Respondent moved his wife and children into Husband and  
2 Wife's guest house for approximately 6 months, while their new home was being remodeled.

3           17.     Also in the fall of 2018, Respondent hired Husband to complete a construction  
4 project for Respondent's newly purchased home.

5           18.     There was no formal or written contract for the construction project and a high-  
6 conflict dispute would later arise regarding the final payment for service, which was a  
7 disagreement involving \$10,000 to \$40,000.

8           19.     As a licensed counselor, Respondent should have been fully aware of rules,  
9 regulations, and professional ethics surrounding client relationships.

10          20.     Even if Respondent was unable to distinguish ethical conduct from unethical  
11 conduct, Respondent had a clinical supervisor during the entire time of his inappropriate  
12 relationship with Husband and Wife.

13          21.     When questioned by Board staff, Respondent's clinical supervisor ("CS") relayed  
14 the following:

- 15           a.     Respondent never specifically discussed Husband or Wife or came to CS  
16                 with any issues about them.
- 17           b.     Respondent absolutely withheld information.
- 18           c.     Respondent stated in a text to CS that he intentionally hid his relationship  
19                 with Husband and Wife.
- 20           d.     CS met with Husband and Wife two or three times as they were severely  
21                 distressed.
- 22           e.     Husband and Wife informed CS that Respondent has threatened to sue them  
23                 and destroy their business.

24          22.     During interviews with Husband and Wife, the following information was relayed  
25 to Board staff:

1 a. Looking back, Wife is aware that the relationship with Respondent was  
2 strange and toxic, but she and Husband had never seen a therapist before  
3 and did not understand about dual relationships and boundaries.

4 b. Respondent did not provide them with any referrals for continued services  
5 and told them that they were good, but that he could still meet with them as  
6 friends if they needed him.

7 23. In 10/19, Respondent began communicating to the Board about his inappropriate  
8 relationship with Husband and Wife by way of a self-report and complaint response.

9 24. Through his self-report and complaint response, Respondent effectively limited  
10 the scope of the Board's investigation when he made reference to having potential inappropriate  
11 relationships specifically with Husband and Wife.

12 25. At no point throughout any of his communications to the Board did Respondent  
13 disclose that he also treated their teenage daughter.

14 26. Given this discovery, it does appear that Respondent limited the breadth of his  
15 self-disclosure.

16 27. As seen through Wife's communications with Respondent, there appeared to be  
17 boundary confusion when she sent text messages to Respondent, including texts such as:

18 a. Therapist turned friends.

19 b. So you don't become friends with all your clients?

20 28. If the parent held such boundary confusion, it stands to reason that their teenage  
21 daughter would share similar confusion of the professional role of her counselor, especially  
22 when Respondent and his family moved into the daughter's family's guest house.

23 29. Through the course of the Board's investigation, it was also discovered that  
24 Respondent inappropriately acquired his clinical supervision hours for his LPC license.

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1 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously  
2 engages in both a professional and nonprofessional relationship with a client that is avoidable  
3 and not incidental.

4 3. The conduct and circumstances described in the Findings of Fact constitute a  
5 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the  
6 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship  
7 with a client, former client or supervisee for the benefit or profit of the licensee.

8 4. The conduct and circumstances described in the Findings of Fact constitute a  
9 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs  
10 the ability of the licensee to safely and competently practice the licensee's profession.

11 5. The conduct and circumstances described in the Findings of Fact constitute a  
12 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
13 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
14 to the health, welfare or safety of a client, as it relates to the following section of the ACA Code  
15 of Ethics:

16 **A.6.e – Nonprofessional Interactions or Relationships**

17 Counselors avoid entering into nonprofessional relationships with  
18 former clients, their romantic partners, or their family members when  
19 the interaction is potentially harmful to the client. This applies to both  
20 in-person and electronic interactions or relationships.

21 7. The conduct and circumstances described in the Findings of Fact constitute a  
22 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
23 developed by the Board, as it relates to :

- 24 a. A.A.C. R4-6-1102, Treatment Plan
- 25 b. A.A.C. R4-6-1103, Client Record

1 c. A.A.C. R4-6-1104 Financial and Billing Records

2 8. The conduct and circumstances described in the Findings of Fact constitute a  
3 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
4 applicable to the practice of behavioral health, as it relates to: A.A.C. R4-6-212, Clinical  
5 Supervision Requirements.


6 **ORDER**

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

9 1. Respondent's license, LPC-18163, shall be surrendered to the Board, effective  
10 from the date of entry as signed below.

11 2. The surrender shall be considered a revocation of Respondent's license.

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

13   
Jared McGrath (Aug 20, 2020 17:29 PDT)

Aug 20, 2020

14 Jared A. McGrath

Date

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

16 By:



09/14/20

17 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

Date

18  
19 **ORIGINAL** of the foregoing filed 09/14/20  
with:

20 Arizona Board of Behavioral Health Examiners  
21 1740 West Adams Street, Suite 3600  
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically 09/14/20  
to:

24 Marc Harris  
25 Assistant Attorney General  
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