



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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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. LCSW-15385 for the practice of Social  
15 Work in the State of Arizona.

16 2. Between 02/17 – 04/20, Respondent worked as a contracted therapist with a  
17 behavioral services agency ("Agency").

18 3. On 03/19/20, Respondent saw a client on Agency premises that was not  
19 accounted for in the system.

20 4. This client was later identified as ("Client 1") by Board Staff.

21 5. Board staff's investigation revealed the following regarding Client 1:

22 a. Respondent conducted a session with Client 1 on Agency property, while  
23 employed with Agency.

24 b. Respondent obtained a fee of \$60 from Client 1, billed under her private  
25 practice ("Private Practice").

1 d. Additionally, Respondent conducted a telephonic session with Client 1 on  
2 03/26/20 under Private Practice and obtained an additional \$60 fee.

3 e. Respondent represented that she billed Client 1 \$60 through Private  
4 Practice because Client 1 could not afford the \$110 cost of Agency.

5 f. Respondent represented the following:

- 6 ▪ Client 1 was not interested in continuing services with Agency.
- 7 ▪ Respondent does not see how this is problematic or a violation of  
8 ethical guidelines.

9 6. Between 03/20/20 – 04/03/20, the following correspondence took place between  
10 Respondent and the owner of Agency (“Owner”) regarding Client 1:

11 a. On two (2) occasions, Owner asked Respondent who Client 1 was.

12 b. Respondent advised Owner “I won’t be providing that information.”

13 c. On 03/31/20, Respondent submitted a resignation letter, giving Owner  
14 two (2) months’ notice.

15 d. On 04/01/20, Owner advised Respondent her resignation was effective  
16 immediately.

17 7. Additionally, in 01/19, Respondent signed Agency documents acknowledging she  
18 received the employee manual, which stated that the premises shall be used in the appropriate  
19 manner and employees shall not use the office space and premises for outside work not related  
20 to Agency.

21 8. Furthermore, Board staff’s investigation revealed the following regarding a minor  
22 client (“Client 2”) of Agency:

23 a. Respondent provided behavioral health services to Client 2 while  
24 employed with Agency.

25

- 1           b.     Upon her departure from Agency in 4/20, Respondent continued  
2           providing behavioral health services to Client 2 through Private Practice.  
3           c.     Respondent represents the treatment with Client 2 was court ordered.  
4           d.     However, Board staff's investigation did not reveal that Respondent was  
5           court ordered to provide treatment to Client 2.  
6           e.     The court found it would be detrimental for Client 2 to change therapists  
7           and denied Mother's request for a change in therapists.

8           9.     The mother of Client 2 ("Mother") sent the following emails to Respondent  
9 requesting Client 2's records:

- 10           a.     On 05/14/20, "...please provide me with all documentation you have  
11           regarding my minor child..."  
12           b.     On 05/30/20, Mother requested all documentation Licensee previously  
13           provided Client 2's father ("Father"), as well as any information Licensee  
14           has yet provided Mother and Father.  
15           c.     On 06/04/20, "I am again requesting that you please provide these  
16           records to me."

17           10.    At the time of the request, Client 2 was a minor and Mother was Client 2's legal  
18 guardian.

19           11.    Although Mother requested all of Client 2's records, Respondent only released  
20 quarterly reports to Mother.

21           12.    Furthermore, despite being made aware of the statutory requirements by Board  
22 staff during an investigative interview, Respondent did not release the entire record to Mother.

23 ...

24           13.    Additionally, an 08/09/20 progress note for Client 2 indicates that Respondent  
25 checked with Client 2's step-mother ("Step-mother") and discussed therapy homework.

- 1           14.    However, Step-mother was not Client 2's legal guardian.
- 2           15.    Client 2's clinical record did not contain any releases legally authorizing the  
3 disclosure of confidential information to Step-mother.
- 4           16.    In defense of her Board complaint, Respondent contacted two (2) clients, Father  
5 and another client of Agency ("Client 3").
- 6           17.    In support of her Board complaint, Respondent submitted letters from Father and  
7 Client 3 regarding their perspectives of Respondent.
- 8           18.    On 08/07/20, Respondent sent the following email to Client 3:
- 9           a.     Owner filed a complaint with the "Board of Social Work."
- 10          b.     "Are you able to provide me a letter stating how you felt about your  
11 services and addressing the complaint?"
- 12          19.    On 08/07/20, Client 3 sent the following email to Respondent:
- 13          a.     Client 3 would be more than happy to write a letter and asks Respondent  
14 what she needs and where to mail the letter.
- 15          b.     If Respondent is accepting new clients, Client 3 would love to make an  
16 appointment.
- 17          20.    Respondent denies asking Client 3 to write this letter to protect herself but asked  
18 because clearly, Respondent's "voice" was not "enough."
- 19          21.    Respondent should have recognized that the client-therapist relationship should  
20 be entirely therapeutic in nature and never exploited for the benefit of the therapist.
- 21          22.    Additionally, Board rules require licensees to notify the Board in writing within 30  
22 days of changes in contact information.
- 23          23.    In 12/19, 4/20 and 9/20, Respondent updated her employment with the Board.
- 24          ...
- 25          ...



1                    **4.07(a) – Solicitations**

2                    Social workers should not engage in uninvited solicitation of potential  
3                    clients who, because of their circumstances, are vulnerable to undue  
4                    influence, manipulation, or coercion.

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

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

12                    5.        The conduct and circumstances described in the Findings of Fact constitute a  
13                    violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
14                    applicable to the practice of behavioral health as it relates to:

- 15                    •    A.A.C. R4-6-205(B), Change of Contact Information

16                    6.        The conduct and circumstances described in the Findings of Fact constitute a  
17                    violation of A.R.S. § 32-3251(16)(kk), Failing to make client records in the licensee's possession  
18                    promptly available to the client, a minor client's parent, the client's legal guardian or the client's  
19                    authorized representative on receipt of proper authorization to do so from the client, a minor  
20                    client's parent, the client's legal guardian or the client's authorized representative.

21                    **ORDER**

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

24                    1.        Respondent's license, LCSW-15385, will be placed on probation for 12 months,  
25                    effective from the date of entry as signed below.





1 Clinical Supervision

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

12 Focus and Frequency of Clinical Supervision

13 7. The focus of the supervision shall relate to client vulnerabilities, boundaries,  
14 working with high conflict, release of records and documentation. Respondent shall meet  
15 individually in person with the supervisor for a minimum of twice monthly.

16 Reports

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

- 21 a. Dates of each clinical supervision session.
- 22 b. A comprehensive description of issues discussed during supervision
- 23 sessions.

24 ...

25 ...



1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
3 be automatically lifted and payment of the civil penalty shall be made by certified check or  
4 money order payable to the Board within 30 days after being notified in writing of the lifting of  
5 the stay.

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

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

18 17. If Respondent currently sees clients in their own private practice, and obtains any  
19 other type of behavioral health position, either as an employee or independent contractor, where  
20 they provide behavioral health services to clients of another individual or agency, they shall  
21 comply with requirements set forth in paragraphs 18 through 20 below.

22 18. Within 10 days of the effective date of this Order, if Respondent is working in a  
23 position where Respondent provides any type of behavioral health related services or works in a  
24 setting where any type of behavioral health, health care, or social services are provided,

25 ...

1 Respondent shall provide the Board Chair or designee with a signed statement from  
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
5 copy of the Consent Agreement.

6 19. If Respondent is not employed as of the effective date of this Order, within 10  
7 days of accepting employment in a position where Respondent provides any type of behavioral  
8 health related services or in a setting where any type of behavioral health, health care, or social  
9 services are provided, Respondent shall provide the Board Chair or designee with a written  
10 statement providing the contact information of their new employer and a signed statement from  
11 Respondent's new employer confirming Respondent provided the employer with a copy of this  
12 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
13 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
14 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
15 employer(s) with a copy of the Consent Agreement.

16 20. If, during the period of Respondent's probation, Respondent changes  
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
18 extended leave of absence for whatever reason that may impact their ability to timely comply  
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
20 the Board of their change of employment status. After the change and within 10 days of  
21 accepting employment in a position where Respondent provides any type of behavioral health  
22 related services or in a setting where any type of behavioral health, health care, or social  
23 services are provided, Respondent shall provide the Board Chair or designee a written  
24 statement providing the contact information of their new employer(s) and a signed statement

25 ...

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

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

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

20         23. Respondent shall bear all costs relating to probation terms required in this  
21 Consent Agreement.

22         24. Respondent shall be responsible for ensuring that all documentation required in  
23 this Consent Agreement is provided to the Board in a timely manner.

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

25 ...

