

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 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 **FINDINGS OF FACT**

20 1. Respondent is the holder of License No. LAC-16015 for the practice of
21 counseling in the State of Arizona.

22 2. From 03/10 – 07/20, Respondent worked at a behavioral health agency
23 (“Agency”) as a behavioral health professional.

24 3. From 05/19 – 07/19 and from 12/19 – 03/20, Respondent provided services to a
25 client (“Client”) at Agency.

1 4. In 07/20, Client's therapist ("Therapist") filed a complaint with the Board as
2 follows:

- 3 a. On 11/19, Respondent and Client began communicating via email.
- 4 b. On 12/19, Client and Respondent resumed a therapeutic relationship, and
5 had their first session at a park.
- 6 c. Respondent and Client would meet at a park and meet for over two hours
7 at a time.
- 8 d. Client reports she would communicate with Respondent multiple times a
9 week during non-work hours via email.
- 10 e. By 02/20, Respondent and Client were referring to each other as father and
11 daughter.
- 12 f. Respondent gave Client wooden rings.
- 13 g. Respondent would send Client audio files of made-up memories of them
14 being father and daughter.
- 15 h. In the audio files, Respondent referred to Client as "his" and would end
16 them with "I love you forever."
- 17 i. Therapist reported Respondent's conduct to Agency, but Respondent
18 refused to meet with Human Resources and resigned.

19 5. From 04/12/20 – 06/19/20, Respondent and Client exchanged a total of 522 text
20 messages, often in the late hours of the night.

21 6. Email communication ranges from 11/19 – 06/20.

22 7. In review of their communications, Respondent and Client referred to each other
23 as father and daughter, and it included frequent comments of 'I love you.'

24 8. In review of the Client's clinical record, she originally presented at Agency with a
25 diagnosis of state of emotional shock and stress.

1 9. Client was then diagnosed with major depressive disorder and stress, and she
2 intermittently experienced suicidal ideations.

3 10. Client experienced issues with her father and rejection from him early in her life.

4 11. Despite Client's behavioral health issues and vulnerabilities, Respondent
5 engaged with Client in an inappropriate and dual relationship by taking on the role of her father.

6 12. Respondent's communications were neither included nor referenced in the
7 clinical record.

8 13. Respondent continued to communicate with Client after their therapeutic
9 relationship had ended on 03/20.

10 **CONCLUSIONS OF LAW**

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

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

17 3. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could
19 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.
20 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
21 engages in both a professional and nonprofessional relationship with a client that is avoidable
22 and not incidental.

23 **ORDER**

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

1 1. Respondent's license, LAC-16015, shall be surrendered to the Board, effective
2 from the date of entry as signed below.

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

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

5 Robert E. King

6 Robert E. King (Aug 17, 2020 15:02 PDT)

7 Robert E. King

Aug 17, 2020

Date

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

9 By:



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

Sep 14, 2020

Date

11 **ORIGINAL** of the foregoing filed Sep 14, 2020
12 with:

13 Arizona Board of Behavioral Health Examiners
14 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

15 **EXECUTED COPY** of the foregoing sent electronically Sep 14, 2020
16 to:

17 Mona Baskin
Assistant Attorney General
18 2005 North Central Avenue
Phoenix, AZ 85004

19 Robert E. King
20 Address of Record
Respondent