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BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Julia L. Stan, LMSW-15335, Licensed Master Social Worker, In the State of Arizona.

RESPONDENT

CASE NO. 2022-0010
CONSENT AGREEMENT

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

RECITALS

Respondent understands and agrees that:

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

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LMSW-15335 for the practice of social work in Arizona.
- 2. In 09/20, Respondent submitted her LMSW renewal application and disclosed a 02/20 DUI arrest.
 - 3. In response to Board staff's questions, Respondent disclosed the following:
 - a. Despite reporting she does not have a drinking problem, she has not been honest with herself.
 - Respondent has struggled, she has not drunk in several months, and she has been attending AA meetings.
- 4. In 07/21, due to Respondent's self disclosures, she agreed to sign an Interim Consent Agreement ("ICA") so she could tend to her substance use.
 - 5. In 07/22, Respondent requested to be released from her ICA.

- 6. Following the release request, a review of Respondent's treatment history between 2017 2022 was completed.
- 7. In 2017, Respondent began receiving therapeutic services and addressing her alcohol use that had been ongoing for almost a decade.
- 8. Between 11/19 11/21, Respondent received treatment due to her alcohol use approximately six times following relapses.
- 9. In 02/22, Respondent began receiving therapeutic services and a diagnostic assessment contained mention of "a few" relapses since 11/21.
- 10. In a 09/22 investigative interview with Board staff, Respondent represented the following:
 - Respondent agrees alcohol may have impacted her personal life and missed work at times due to her alcohol use.
 - Respondent does not feel alcohol impacted her work because when she was at work, she was able to do her job without issues.
 - Respondent is unsure what her major triggers are since she has been doing well.
 - d. Respondent told Board staff she had been sober since 11/21 because she did not want to focus on her slip up from 02/22.
- 11. In 10/22, following a review of the collected information, the Board denied Respondent's release request.
 - 12. In 05/23, Respondent requested to be released from her ICA again.
- 13. An updated review of Respondent's treatment records showed her alcohol use was in sustained remission, Respondent's medication was helping alleviate symptoms, her anxiety was stable, and there was no sign of abuse or diversion of medications.

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- 14. Respondent's personnel records showed she informed them of the Board's investigation and substance use history.
- 15. Respondent represented the following in a written statement and during her investigative interview:
 - a. Respondent's sobriety date is 02/22/22.
 - b. Respondent subscribes to sober sites for motivation and finds strength in her recovery through exercise and meditation.
 - c. Respondent now acknowledges her sobriety date by the date following her last drop of alcohol.
 - d. Respondent has a large family and friend network for support.
 - e. Respondent is able to identify and recognize her triggers, and she goes through the emotion because she knows it will not last.
 - f. Respondent has learned to have boundaries because her mental health and sobriety come first.

CONCLUSIONS OF LAW

- The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 et seq.
 and the rules promulgated by the Board relating to Respondent's professional practice as a
 licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

<u>ORDER</u>

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

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- Respondent's license, LMSW-15335, will be placed on probation for 12 months, effective from the date of entry as signed below.
- 2. Respondent shall not practice under their license, LMSW-15335, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
- 3. In the event that Respondent is unable to comply with the terms and conditions of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until such time as they are granted approval to re-commence compliance with the Consent Agreement.

Therapy

- 4. During the period of probation, Respondent shall attend therapy for 12 months with a masters or higher level behavioral health professional licensed at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit a letter addressing why they should be approved, acknowledging that they have reviewed the Consent Agreement and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.
- Upon approval, the Board will provide the therapist with copies of any required evaluations completed at the request of the Board prior to this Consent Agreement and the Board's investigative report.

Focus and Frequency of Therapy

6. The focus of the therapy shall relate to the issues identified in the Board's investigative report. Respondent shall meet with the therapist twice monthly for the first 6 months, and at the recommendation of the therapist for the last six months, but not less than once monthly.

Reports 1

7. Once approved, the therapist shall submit quarterly reports and a final summary report to the Board for review and approval. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the therapist shall notify the Board if more frequent therapy is needed. The reports shall address Respondent's current mental health status, medications prescribed, if any, treatment recommendation, and shall report if, in their professional opinion, Respondent becomes unable to practice psychotherapy safely and competently. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Therapist

8. In the event that, during the period of Respondent's probation, Respondent's Board-approved therapist discontinues treatment, Respondent shall submit the name of a new therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued treatment, the proposed therapist shall submit a letter addressing why they should be approved, acknowledging that they have reviewed the Consent Agreement, and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.

Recovery Program

9. While on probation, Respondent shall attend recovery support meetings at a minimum of twice a month. Respondent shall obtain a sponsor, mentor, or group leader and that

individual shall provide quarterly reports to the Board Chair or designee attesting to Respondent's attendance and participation.

10. While on probation, Respondent shall attend a minimum of 3 Mothers Against Drunk Driving ("M.A.D.D.") meetings in person or an equivalent program. Respondent shall provide a report to the Board Chair or designee substantiating his/her attendance at M.A.D.D. meetings or equivalent program.

GENERAL PROVISIONS

Provision of Clinical Supervision

11. Respondent shall not provide clinical supervision to associate level licensees accruing and submitting hours towards independent licensure while subject to this Consent Agreement.

Civil Penalty

- 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.
- 14. Within 10 days of being notified of the lifting of the stay, Respondent may request that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board

meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting. The Board's decision on this matter shall not be subject to further review.

- 15. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 16. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 17 through 19 below.
- 17. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 18. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a written statement providing the contact information of their new employer and a signed statement from

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

- 19. If, during the period of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact their ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the Board of their change of employment status. After the change and within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee a written statement providing the contact information of their new employer(s) and a signed statement from Respondent's new employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 20. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 21. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent

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may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.

- 22. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
 - This Consent Agreement shall be effective on the date of entry below.
- This Consent Agreement is conclusive evidence of the matters described herein and may be considered by the Board in determining appropriate sanctions in the event a subsequent violation occurs.

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Inlia Star	Sep 19, 2023
Julia Stan (Sep 19, 2023 15:53 PDT) Julia L. Stan	
Julia L. Stati	Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:	Mili Carola	Sep 20, 2023
	TOBI ZAVALA, Executive Director	Date
	Arizona Board of Behavioral Health Examiners	

ORIGINAL of the foregoing filed Sep 20, 2023

1	with:
2 3	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007
4	EXECUTED COPY of the foregoing sent electronically Sep 20, 2023 to:
5	Mona Baskin
6	Assistant Attorney General 2005 North Central Avenue
7	Phoenix, AZ 85004
9	Julia L. Stan Address of Record Respondent
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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Julia L. Stan, LMSW-15335, Licensed Master Social Worker, In the State of Arizona.

CASE NO. 2022-0010 INTERIM CONSENT AGREEMENT

Respondent

By mutual agreement and understanding, between the Arizona State Board of Behavioral Health Examiners ("Board") and Julia L. Stan ("Respondent"), the parties enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Interim Consent Agreement") as an interim disposition of this matter.

RECITALS

Respondent understands and agrees that:

- 1. The Board may adopt this Interim Consent Agreement, or any part thereof, pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).
- 2. Respondent has read and understands this Interim Consent Agreement as set forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an attorney or has waived the opportunity to discuss this Interim Consent Agreement with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so agrees to abide by all of its terms and conditions.
- 3. By entering into this Interim Consent Agreement, Respondent freely and voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters related to the Interim Consent Agreement.

- 4. Respondent understands that this Interim Consent Agreement does not constitute a dismissal or resolution of this matter or any matters that may be currently pending before the Board and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future investigations, actions, or proceedings. Respondent also understands that acceptance of this Interim Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting civil or criminal proceedings with respect to the conduct that is the subject of this Interim Consent Agreement. Respondent does not intend their acceptance of this Interim Consent Agreement to constitute an admission of any fact or facts and they enter into this agreement as an interim compromise of a pending matter. Respondent further does not relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial review or any other administrative and/or judicial action, concerning the matters related to a final disposition of this matter, unless they affirmatively does so as part of the final resolution of this matter.
- 5. Respondent acknowledges and agrees that upon signing this Interim Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Interim Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 6. Respondent understands that this Interim Consent Agreement shall not become effective unless and until it is adopted by the Board and signed by its Executive Director.
- 7. Respondent understands and agrees that if the Board does not adopt this Interim Consent Agreement, they will not assert in any future proceedings that the Board's consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or other similar defense.

- 8. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.
- 9. Respondent understands that this Interim Consent Agreement is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 10. Respondent understands that this Interim Consent Agreement does not alleviate their responsibility to comply with the applicable license-renewal statutes and rules. If this Interim Consent Agreement remains in effect at the time Respondent's behavioral health licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202), become suspended until the Board takes final action in this matter. Once the Board takes final action, in order for Respondent to be licensed in the future, they must submit a new application for licensure and meet all of the requirements set forth in the statutes and rules at that time.

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11. Respondent understands that any violation of this Interim Consent Agreement constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order, consent agreement, term of probation or stipulated agreement, and may result in disciplinary action under A.R.S.§ 32-3281.

Respondent understands and agrees that:

INTERIM FINDINGS OF FACT

- 1. The Board is the duly constituted authority for licensing and regulating the practice of substance abuse counseling in the State of Arizona.
 - 2. Respondent is the holder of License No. LMSW-15335.
- Respondent agrees to voluntarily enter into this interim consent agreement while she tends to her substance abuse recovery efforts.

INTERIM CONCLUSIONS OF LAW

- 1. The Board possesses subject matter and personal jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq*.
- 2. The Board is authorized to enter into an interim consent agreement with an substance abuse counselor to limit or restrict the professional's practice in order to protect the public and ensure that the professional is able to safely engage in the practice of substance abuse counseling pursuant to A.R.S. § 32-3281.

INTERIM ORDER

Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to the authority granted to the Board under A.R.S. § 32-3281:

IT IS HEREBY ORDERED that Respondent shall not practice under their license until such time as they submit a written request for the reinstatement of their license to the Board and the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its

1	discretion, require any combination of staff-approved physical, psychiatric, or psychological
2	examinations, or other types of examinations, evaluations or interviews it believes a
3	necessary to assist the Board in determining whether Respondent is able to safely and
4	competently return to the practice of substance abuse counseling. The Board's affirmative
5	approval to permit Respondent to return to practicing under their license shall not preclude the
6	Board from taking any other action it deems appropriate based upon the conduct set forth in the
7	Interim Findings of Fact.
8	Respondent's agreement not to practice under License No. LMSW-15335 will be
9	considered an interim suspension of their license.
10	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT
11	Julia Stan (Juli 9, 2021 12:56 EDT) Julia Stan (Juli 9, 2021 12:56 EDT)
12	Julia L. Stan Date
13	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT
14	By: Ml. Zarola Jul 19, 2021
15	TOBI ZAVALA, Executive Director Date
16	
	Arizona Board of Behavioral Health Examiners
17	ORIGINAL of the foregoing filed Jul 19, 2021
17 18	ORIGINAL of the foregoing filed with:
	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600
18	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007 Jul 19, 2021
18 19	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600
18 19 20	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007 EXECUTED COPY of the foregoing sent electronically Jul 19, 2021
18 19 20 21	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007 EXECUTED COPY of the foregoing sent electronically to: Mona Baskin Assistant Attorney General
18 19 20 21 22	ORIGINAL of the foregoing filed with: Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007 EXECUTED COPY of the foregoing sent electronically to: Mona Baskin