2 In the Matter of: 3 CASE NO. 2022-0055 Mariana M. Clark, LAC-19072, Licensed Associate Counselor. 4 In the State of Arizona. **RELEASE FROM CONSENT AGREEMENT AND ORDER** 5 RESPONDENT 6 7 The Board received a request from Respondent to release them from the terms and conditions of the Consent Agreement and Order dated July 13th, 2022. After consideration, the 8 Board voted to release Respondent from the terms and conditions of the Consent Agreement 9 and Order dated July 13th, 2022. 10 ORDER 11 GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT: 12 Respondent is hereby released from all terms and conditions of the Consent Agreement 13 and Order dated July 13th, 2022. 14 Apr 17, 2023 By: 15 TOBI ZAVALA, Executive Director Date 16 Arizona Board of Behavioral Health Examiners 17 **ORIGINAL** of the foregoing filed Apr 17, 2023 18 with: 19 Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 20 Phoenix, AZ 85007 21 **EXECUTED COPY** of the foregoing sent electronically Apr 17, 2023 22 Mariana M. Clark 23 Address of Record Respondent 24 25

BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Mariana M. Tademy, LAC-19072, Licensed Associate Counselor, In the State of Arizona. CASE NO. 2022-0055
CONSENT AGREEMENT

RESPONDENT

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), Mariana M. Tademy ("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

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. LAC-19072 for the practice of Counseling in the State of Arizona.
 - 2. From 03/21 09/21, Respondent was employed at a behavioral health agency ("Agency") as a therapist.
- 3. Respondent's personnel records included several conversations during clinical supervision around meeting the goal of seeing 25 clients per week.
- 4. On 09/24/21 around 2:00pm, Respondent submitted her resignation with 09/24/21 being her last day with only a few hours' notice of her resignation.
- Respondent was instructed to contacted her clients and notify them of her departure and assist with the transition to another therapist.

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- 6. According to Respondent's personnel records which included a spreadsheet of her caseload, Respondent had 42 active clients and there was no record of her contacting 19 of those clients regarding her departure.
- 7. In her written response to the complaint, Respondent reported there was only 5-7 clients she did not speak to but left very detailed voicemails for them regarding her departure.
- 8. Respondent represented the following during an investigative interview with Board staff:
 - Respondent had only about 11-15 consistent clients that would attend therapy and the rest were inconsistent.
 - It is incorrect that Agency represents she did not get in contact with 19 of her clients from her caseload.
 - c. Respondent left voicemails for clients who did not answer.
 - Respondent was working from home on an Agency laptop and was locked out of the system before she could enter all of her notes.
 - e. Respondent feels clients get abandoned by agencies when they abruptly terminate employees.
 - f. Respondent agreed she did not apply the ACA Code of Ethics when departing Agency by abruptly resigning.
- 9. Respondent resigned effective immediately with minimal notice to Agency and her clients, without ensuring continuity of care was in place for all of her clients.

CONCLUSIONS OF LAW

1. 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.

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2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without making an appropriate referral for continuation of care for the client if continuing behavioral health services are indicated.

ORDER

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

- 1. Respondent's license, LAC-19072, 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, LAC-19072, 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.

Continuing Education

4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing documentation. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

5.

12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of the NASW Staying Out of Trouble continuing education course or equivalent course. All required continuing education shall be pre-approved by the Board chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

In addition to the continuing education requirements of A.R.S. § 32-3273, within

Early Release

6. After completion of the continuing education requirements set forth in this Consent Agreement, Respondent may request early release from the Consent Agreement if all other terms of the Consent Agreement have been met.

GENERAL PROVISIONS

Provision of Clinical Supervision

 Respondent shall not provide clinical supervision while subject to this Consent Agreement.

Civil Penalty

- 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 9. 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.

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- 10. 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.
- 11. 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.
- 12. 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 13 through 15 below.
- 13. 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.

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14. 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.

15. 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 required 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.

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- 16. 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.
- 17. 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 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.
- 18. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- 19. Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
 - 20. This Consent Agreement shall be effective on the date of entry below.
- 21. 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

Mariana M. Tademy
Mariana M. Tademy (Jul 13, 2022 13:25 PDT)

Jul 13, 2022

Mariana M. Tademy

Date

2	By: Ml. Zarola Jul 13, 2022
3	TOBI ZAVALA, Executive Director Date Arizona Board of Behavioral Health Examiners
4	
5	ORIGINAL of the foregoing filed Jul 13, 2022
6	with:
7 8	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007
9	EXECUTED COPY of the foregoing sent electronically Jul 13, 2022 to:
10	Mona Baskin
11	Assistant Attorney General 2005 North Central Avenue
12	Phoenix, AZ 85004
13	Mariana M. Tademy Address of Record
14	Respondent
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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

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