

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not
25 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other

1 than with respect to the Board, this Consent Agreement makes no representations, implied or
2 otherwise, about the views or intended actions of any other state agency or officer or political
3 subdivision of the state relating to this matter or other matters concerning Respondent.

4 8. Respondent understands that once the Board approves and signs this Consent
5 Agreement, it is a public record that may be publicly disseminated as a formal action of the
6 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

7 9. Respondent further understands that any violation of this Consent Agreement
8 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
9 disciplinary action pursuant to A.R.S. § 32-3281.

10 10. The Board therefore retains jurisdiction over Respondent and may initiate
11 disciplinary action against Respondent if it determines that they have failed to comply with the
12 terms of this Consent Agreement or of the practice act.

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

14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LASAC-15364 for the practice of
16 substance abuse counseling in Arizona.

17 2. Since 09/20, Respondent has been licensed as a LASAC.

18 3. Since 05/18, Respondent has worked at a behavioral health agency ("Agency")
19 as a therapist.

20 4. From 02/21 – 06/21, Respondent provided therapeutic services to a client
21 ("Client") at Agency.

22 5. Intake paperwork notes that Client's reason for services are discussing her
23 wishes and feeling about having a relationship with Complainant.

24 6. Client's diagnosis and presenting problem is Adjustment Disorder.

25 ...

1 7. During the time of treatment, Clinical records show Respondent and Client
2 discussed, in part, Client's thoughts and feelings about reunification, self-esteem, and coping
3 skills.

4 8. Respondent provided psychotherapy services to Client, despite Client not having
5 a substance use related diagnosis or background.

6 9. Respondent's treatment of Client was therefore out of her scope of practice as a
7 licensed associate substance abuse counselor.

8 10. Respondent accepted a client whose reason for treatment was centered around
9 reunification with her father.

10 11. Client was not the only individual on Respondent's caseload who did not have a
11 substance use related diagnosis.

12 12. A 09/22 supervision note outlines a caseload of approximately 14 clients, with six
13 of them not having a substance use diagnosis, but rather being diagnosed with Depressive
14 Disorder, PTSD, Adjustment Disorder, or Bipolar.

15 13. Respondent represented the following during her investigative interview:

16 a. Respondent is licensed for substance use, but for clients that do not have
17 substance use issues, she is a BHT.

18 b. Respondent has approximately four or five clients that do not have substance
19 use issues.

20 c. Sometimes when clients come in, it is about who has the availability right
21 away.

22 d. Respondent has two supervisors, one for substance abuse and one for
23 mental health.

24 14. Respondent believed she was able to operate outside of the scope of her
25 practice because she was receiving clinical supervision for it.

1 15. Additionally, a review of Client's records showed various documentation
2 deficiencies.

3 16. Client's consent for treatment forms were missing approximately six required
4 elements.

5 17. A 04/21 treatment plan for Client was missing a required element.

6 18. Client's telehealth progress notes contained three missing required elements.

7 19. Respondent represented the following during her investigative interview:

8 a. Consent forms are completed prior to a therapist seeing a client, but
9 Respondent would review the information to ensure the client has signed off
10 on the forms and answer questions they may have.

11 b. Respondent is aware that treatment plans need to have a review date.

12 c. There was a delay in getting the treatment plan signed due to getting both
13 parents to agree and getting the signed document returned.

14 d. Respondent is aware of the telehealth requirements and it could have been
15 that Respondent was not checking boxes for the missing items.

16 CONCLUSIONS OF LAW

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

20 2. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
22 that are not congruent with the licensee's professional education, training or experience.

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

- 1 A.A.C. R4-6-1101, Consent for Treatment
- 2 A.A.C. R4-6-1102, Treatment Plan
- 3 A.A.C. R4-6-1103, Client Record
- 4 A.A.C. R4-6-1106, Telepractice

5 **ORDER**

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

8 1. Respondent's license, LASAC-15364, will be placed on probation for 12 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LASAC-15364, unless they
11 are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

16 3. In the event that Respondent is unable to comply with the terms and conditions
17 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
18 such time as they are granted approval to re-commence compliance with the Consent
19 Agreement.

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education addressing behavioral health ethics. All required continuing
24 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
25 shall submit a certificate of completion of the required continuing education.

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 11. 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 12. 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 13. 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 14 through 16 below.

22 14. 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 Respondent shall provide the Board Chair or designee with a signed statement from

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

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

15 16. If, during the period of Respondent's probation, Respondent changes
16 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
17 extended leave of absence for whatever reason that may impact their ability to timely comply
18 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
19 the Board of their change of employment status. After the change and within 10 days of
20 accepting employment in a position where Respondent provides any type of behavioral health
21 related services or in a setting where any type of behavioral health, health care, or social
22 services are provided, Respondent shall provide the Board Chair or designee a written
23 statement providing the contact information of their new employer(s) and a signed statement
24 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
25 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

1 the Board within 10 days, as required, Respondent's failure to provide the required statement to
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
3 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

18 19. Respondent shall bear all costs relating to probation terms required in this
19 Consent Agreement.

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

22 21. This Consent Agreement shall be effective on the date of entry below.

23 22. This Consent Agreement is conclusive evidence of the matters described herein
24 and may be considered by the Board in determining appropriate sanctions in the event a
25 subsequent violation occurs.

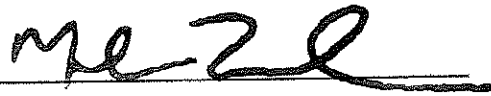
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PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT


Wanza R. Hinton

20 June 2023
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: 
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

06/21/2023
Date

ORIGINAL of the foregoing filed 06/21/2023
with:

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

EXECUTED COPY of the foregoing sent electronically 06/21/2023
to:

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

Wanza R. Hinton
Address of Record
Respondent