

1 **BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS**

2 **In the Matter of:**

3 **Ryan D. Helton, LPC-16578,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2022-0159**

**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated May 15<sup>th</sup>, 2023. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated May 15<sup>th</sup>, 2023.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement  
14 and Order dated May 15<sup>th</sup>, 2023.

15 By: 

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

Sep 18, 2023

Date

17  
18 **ORIGINAL** of the foregoing filed Sep 18, 2023  
with:

19 Arizona Board of Behavioral Health Examiners  
20 1740 West Adams Street, Suite 3600  
21 Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically Sep 18, 2023  
to:

23 Ryan D. Helton  
24 Address of Record  
Respondent

25 Jeffrey Hunter  
One North Central, Ste. 900  
Phoenix, AZ 85004

1 Attorney for Respondent

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3 **In the Matter of:**

4 **Ryan D. Helton, LPC-16578,**  
5 **Licensed Professional Counselor,**  
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7                                   **RESPONDENT**

**CASE NO. 2022-0159**  
                                  **CONSENT AGREEMENT**

8           In the interest of a prompt and speedy settlement of the above captioned matter,  
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona  
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)  
11 and 41-1092.07(F)(5), Ryan D. Helton (“Respondent”) and the Board enter into this Consent  
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
13 disposition of this matter.

14                                   **RECITALS**

15           Respondent understands and agrees that:

16           1.       Any record prepared in this matter, all investigative materials prepared or  
17 received by the Board concerning the allegations, and all related materials and exhibits may be  
18 retained in the Board’s file pertaining to this matter.

19           2.       Respondent has the right to a formal administrative hearing at which Respondent  
20 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably  
21 waives their right to such formal hearing concerning these allegations and irrevocably waives  
22 their right to any rehearing or judicial review relating to the allegations contained in this Consent  
23 Agreement.

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

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

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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. LPC-16578 for the practice of  
15 counseling in the State of Arizona.

16 2. From 03/21 – 03/22, Respondent provided services to Client to help with anxiety  
17 when separated from Father.

18 3. At the onset of services, Mother signed an informed consent with Respondent  
19 which failed to include Respondent's dated signature.

20 4. On 12/29/20 and 10/05/21, Respondent completed treatment plans for Client  
21 which failed to include the review date of the treatment plan.

22 5. On 04/09/21, there was a billing record but no corresponding progress note for  
23 the billed service.

24 6. Since the filing of this complaint, Respondent submitted updated forms and  
25 templates to Board staff which appear to meet all minimum requirements.

1           7.       On 12/02/21, Respondent wrote a letter addressed directly to Mother's attorney  
2 which included the following:

3           a.       Respondent's rationale for his recommendations is based on what Client  
4           described during sessions regarding the stress and fear he feels with  
5           Complainant.

6           b.       Respondent recommends the following:

- 7           •       Full custody with Mother until ongoing concerns have been thoroughly  
8           investigated and complete of an evaluation with recommendations.
- 9           •       Full custody with Mother until counseling between Client and Complainant  
10          has been maintained long enough to make progress and Client feels  
11          safer visiting Complainant.
- 12          •       Supervised visitations with Complainant in an attempt to slowly increase  
13          frequency and duration of visits.

14          8.       By writing this letter addressed directly to Mother's attorney, Respondent inserted  
15 himself into legal matters when he was supposed to act as Client's therapist to diagnose,  
16 assess, and evaluate.

17          9.       Respondent wrote this letter providing an opinion on parenting time that Mother  
18 should have full custody, without ever communicating with Complainant.

19          10.      Respondent opined that Complainant should attend therapy with Client while  
20 Mother had full custody of Client.

21          11.      Respondent represented the following during an investigative interview:

22          a.       Respondent represented the following during an investigative interview:

- 23          •       Respondent was aware of conflicts between Respondent and  
24          Complainant at the onset of services.
- 25          •       Respondent provided this letter directly to Mother's attorney.

- 1 • Respondent felt it was appropriate to provide an opinion on parenting
- 2 time because he was responsible for advocating for Client.
- 3 • Respondent does not typically write these types of letters for clients, but
- 4 this case was different since Client was decompensating and it appeared
- 5 no one was responding to Client's needs.
- 6 • Respondent believed writing this letter was within the scope of his license
- 7 because it was his duty to do what is in the best interest of Client.
- 8 • Respondent felt this letter was objective and factual based off of Client's
- 9 reports.
- 10 • Respondent has completed FMLA paperwork for roughly 4 clients in his
- 11 career and does not disable clients, but rather reports the client's
- 12 diagnosis

13 12. Respondent feels it is within the scope of his license to provide opinions on  
14 parenting time and complete FMLA paperwork, when in fact the practice of professional  
15 counseling states a clinician is to assess, appraise, evaluate, diagnose, and treat clients.

16 13. By completing FMLA paperwork for clients, Respondent disabled clients and  
17 recommended they limit their work or take time off of work.

### 18 **CONCLUSIONS OF LAW**

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

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

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

4                   A.A.C. R4-6-1101. Consent for Treatment

5                   A.A.C. R4-6-1102. Treatment Plan

6                   A.A.C. R4-6-1104. Financial and Billing Records

7   **ORDER**

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

10           1.     Respondent's license, LPC-16578, will be placed on probation for 12 months,  
11 effective from the date of entry as signed below.

12           2.     Respondent shall not practice under their license, LPC-16578, unless they are  
13 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
14 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
15 shall immediately notify the Board in writing and shall not practice under their license until they  
16 submit a written request to the Board to re-commence compliance with this Consent  
17 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

22   **Continuing Education**

23           4.     In addition to the continuing education requirements of A.R.S. § 32-3273, within  
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock

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1 hours of continuing education addressing high conflict cases with families. All required  
2 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
3 Respondent shall submit a certificate of completion of the required continuing education.

4 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
6 hours of continuing education addressing trauma training and self-care. All required continuing  
7 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
8 shall submit a certificate of completion of the required continuing education.

9 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
10 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
11 hours of continuing education addressing current Arizona documentation standards. All required  
12 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
13 Respondent shall submit a certificate of completion of the required continuing education.

14 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
16 hours of continuing education addressing behavioral health ethics. All required continuing  
17 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
18 shall submit a certificate of completion of the required continuing education.

19 **GENERAL PROVISIONS**

20 **Provision of Clinical Supervision**

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

23 **Civil Penalty**

24 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil  
25 penalty against the Respondent in the amount of \$1,000.00.

1           10.     Respondent's payment of the civil penalty shall be stayed so long as Respondent  
2 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
3 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
4 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
5 be automatically lifted and payment of the civil penalty shall be made by certified check or  
6 money order payable to the Board within 30 days after being notified in writing of the lifting of  
7 the stay.

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

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

20           13.     If Respondent currently sees clients in their own private practice, and obtains any  
21 other type of behavioral health position, either as an employee or independent contractor, where  
22 they provide behavioral health services to clients of another individual or agency, they shall  
23 comply with requirements set forth in paragraphs 14 through 16 below.

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1           14.     Within 10 days of the effective date of this Order, if Respondent is working in a  
2 position where Respondent provides any type of behavioral health related services or works in a  
3 setting where any type of behavioral health, health care, or social services are provided,  
4 Respondent shall provide the Board Chair or designee with a signed statement from  
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
6 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
7 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
8 copy of the Consent Agreement.

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

19           16.     If, during the period of Respondent's probation, Respondent changes  
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
21 extended leave of absence for whatever reason that may impact their ability to timely comply  
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
23 the Board of their change of employment status. After the change and within 10 days of  
24 accepting employment in a position where Respondent provides any type of behavioral health

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1 related services or in a setting where any type of behavioral health, health care, or social  
2 services are provided, Respondent shall provide the Board Chair or designee a written  
3 statement providing the contact information of their new employer(s) and a signed statement  
4 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
5 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
6 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
7 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
8 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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


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

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

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

8   
\_\_\_\_\_  
9 Ryan D. Helton May 9, 2023  
Date

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

11  
12 By:   
\_\_\_\_\_  
13 TOBI ZAVALA, Executive Director May 15, 2023  
Arizona Board of Behavioral Health Examiners Date

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16 Arizona Board of Behavioral Health Examiners  
17 1740 West Adams Street, Suite 3600  
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19 Mona Baskin  
20 Assistant Attorney General  
2005 North Central Avenue  
21 Phoenix, AZ 85004

22 Ryan D. Helton  
Address of Record  
23 Respondent

24 Jeffrey Hunter  
One North Central, Ste. 900  
Phoenix, AZ 85004  
25 Attorney for Respondent