

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

3 **In the Matter of:**

4 **Eboni J. Fields, LPC-18562,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0058
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), Eboni J. Fields (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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
25

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-18562 for the practice of
15 counseling in Arizona.

16 2. In late 2019, Respondent met a supervisee (“Supervisee”) while they were
17 working at a behavioral health agency.

18 3. Since meeting, Respondent worked with and sometimes hired Supervisee at five
19 different agencies.

20 4. During an investigative process for Supervisee, she acknowledged owning and
21 operating a private practice (“Private Practice”) from 04/21 – 08/21.

22 5. Supervisee represented Respondent provided clinical supervision to her at
23 Private Practice.

24 6. Supervisee provided approximately 13 clinical supervision notes ranging from
25 04/06/21 – 08/12/21, which is the time period Supervisee represents she operated Private

1 Practice under Respondent's supervision and the time period in which Respondent and
2 Supervisee did not work at an agency together.

3 7. Supervisee represented that despite Respondent agreeing to supervise Private
4 Practice, once the Board opened a case with Supervisee, Respondent denied that was ever the
5 case.

6 8. Respondent represented the following in a written response and during her
7 investigative interview:

8 a. Following Supervisee's case with the Board, Respondent no longer provided
9 her supervision.

10 b. Respondent did not know what Private Practice was called.

11 c. Respondent has never supervised someone else's private practice and she
12 would not recommend it for an associate level.

13 9. Despite Respondent's denial, the clinical supervision documentation and timeline
14 indicate otherwise.

15 10. Respondent represented the following regarding the clinical supervision session
16 notes during her investigative interview:

17 a. Supervisee wrote the clinical supervision notes.

18 b. Respondent was behind on signing notes when she signed Supervisee's
19 notes, and Respondent did not pay attention to the dates.

20 11. Respondent allowed Supervisee to write her own clinical supervision notes and
21 signed them without reviewing the content or verifying the dates.

22 12. In addition to the pattern of Respondent and Supervisee working together, phone
23 records between 06/21 – 01/22 show them communicating 180 out of the 205 days within the
24 range, with over 100 phone call hits and over 18,000 text message record hits.

25 13. Electronic communication records show the following:

- 1 a. 04/20 – 07/22 Messenger conversations with approximately 29 messages
2 exchanged, and a majority of the Messenger communications consisting of
3 sharing videos and comments regarding the videos.
- 4 b. Approximately three emails between 09/05/12 – 08/12/22 relating to
5 Supervisee’s Board matter, Supervisee’s resume, and Supervisee’s clinical
6 supervision hours.

7 14. A search of Respondent and Supervisee’s Facebook showed Respondent “liking”
8 multiple of Supervisee’s pictures, indicating a social media friendship.

9 15. Respondent represented the following in a written response and during her
10 investigative interview:

- 11 a. Between 2021 – 2022, Respondent would see and communicate with
12 Supervisee almost daily except after 03/21, when Respondent left the agency
13 they were both employed at.
- 14 b. Respondent does not recall talking to Supervisee as much as phone records
15 show.
- 16 c. Respondent and Supervisee would communicate outside business hours in
17 relation to work because they worked at inpatient treatment centers.
- 18 d. Respondent would not call themselves friends, but rather considers it a
19 coworker relationship.
- 20 e. Although Respondent and Supervisee were Facebook friends, when
21 Supervisee left the last agency, she unfriended Respondent on everything.
- 22 f. They do not have a relationship currently.
- 23 g. Respondent needs to have better boundaries, she let her guard down, and
24 she is questioning if she allowed things she would not normally have allowed.
- 25

1 with individuals with whom they have an inability to remain objective.

2 3. The conduct and circumstances described in the Findings of Fact constitute a
3 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
4 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant
5 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of
6 probation or stipulated agreement issued under this chapter as it relates to:

7 A.A.C. R4-6-210, Practice Limitations

8 A.A.C. R4-6-211, Direct Supervision

9 4. The conduct and circumstances described in the Findings of Fact constitute a
10 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
11 applicable to the practice of behavioral health, as it relates to:

12 A.A.C. R4-6-212, Clinical Supervision Requirements.

13 **ORDER**

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

16 1. Respondent's license, LPC-18562, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LPC-18562, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Continuing Education**

4 4. 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 12 clock hours of
6 continuing education in clinical supervision training that meets requirements in R4-6-214. All
7 required continuing education shall be pre-approved by the Board Chair or designee. Upon
8 completion, Respondent shall submit a certificate of completion of the required continuing
9 education.

10 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
11 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
12 three semester credit hour graduate level behavioral health ethics course from a regionally
13 accredited college or university, pre-approved by the Board Chair or designee. Upon
14 completion, Respondent shall submit to the Board an official transcript establishing completion
15 of the required course.

16 **Therapy**

17 6. During the period of probation, Respondent shall attend therapy for 24 months
18 with a masters or higher level behavioral health professional licensed at the independent level.
19 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
20 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
21 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
22 a letter addressing why they should be approved, acknowledging that they have reviewed the
23 Consent Agreement and include the results of an initial assessment and a treatment plan
24 regarding the proposed treatment of Respondent.

1 **Early Release**

2 11. After completion of the stipulations set forth in this consent agreement, and upon
3 the therapist's recommendation, respondent may request early release from the consent
4 agreement after 6 months.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

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

10 **Civil Penalty**

11 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

8 17. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 18 through 20 below.

12 18. Within 10 days of the effective date of this Order, if Respondent is working in a
13 position where Respondent provides any type of behavioral health related services or works in a
14 setting where any type of behavioral health, health care, or social services are provided,
15 Respondent shall provide the Board Chair or designee with a signed statement from
16 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
17 Consent Agreement. If Respondent does not provide the employer's statement to the Board
18 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
19 copy of the Consent Agreement.

20 19. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of their new employer and a signed statement from
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

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

5 20. If, during the period of Respondent's probation, Respondent changes
6 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
7 extended leave of absence for whatever reason that may impact their ability to timely comply
8 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
9 the Board of their change of employment status. After the change and within 10 days of
10 accepting employment in a position where Respondent provides any type of behavioral health
11 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 a written
13 statement providing the contact information of their new employer(s) and a signed statement
14 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
15 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
16 the Board within 10 days, as required, Respondent's failure to provide the required statement to
17 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
18 Respondent's employer(s) with a copy of the Consent Agreement.

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

22 22. Prior to the release of Respondent from probation, Respondent must submit a
23 written request to the Board for release from the terms of this Consent Agreement at least 30
24 days prior to the date they would like to have this matter appear before the Board. Respondent
25 may appear before the Board, either in person or telephonically. Respondent must provide

1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

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

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

12 25. This Consent Agreement shall be effective on the date of entry below.

13 26. This Consent Agreement is conclusive evidence of the matters described herein
14 and may be considered by the Board in determining appropriate sanctions in the event a
15 subsequent violation occurs.

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

17 *Eboni J. Fields* Aug 7, 2023
Eboni J. Fields (Aug 7, 2023 12:39 PDT) Date
18 Eboni J. Fields

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

20 By: *Moli Zavala* Aug 7, 2023
21 TOBI ZAVALA, Executive Director Date
22 Arizona Board of Behavioral Health Examiners

23 **ORIGINAL** of the foregoing filed Aug 7, 2023
24 with:

25 Arizona Board of Behavioral Health Examiners

1 1740 West Adams Street, Suite 3600
2 Phoenix, AZ 85007

3 **EXECUTED COPY** of the foregoing sent electronically Aug 7, 2023

4 to:

5 Mona Baskin
6 Assistant Attorney General
7 2005 North Central Avenue
8 Phoenix, AZ 85004

9 Eboni J. Fields
10 Address of Record
11 Respondent
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