

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

3 **In the Matter of:**

4 **Michael L. Beauvais, LISAC-11487,**
5 **Licensed Independent Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2023-0112
CONSENT AGREEMENT

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

15 **RECITALS**

16 Respondent understands and agrees that:

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

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

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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

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1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License No. LISAC-11487 for the practice of
17 substance abuse counseling in the State of Arizona.

18 2. From 01/20 – 10/22, Respondent provided behavioral health services to Client 1
19 at Agency.

20 3. On 11/22/22, Respondent received a disciplinary action at Agency leading to his
21 termination from Agency for professional conduct and job performance issues.

22 4. A 12/21/22 letter from Client 1 was sent to Agency staff and indicated Client 1
23 and Spouse had dinner with Respondent recently where Respondent vented to them.

24 5. A 01/03/23 letter from Spouse to Vice President of Agency included the following
25 in part:

- 1 a. On 10/24/22, Complainant fired Respondent.
- 2 b. On 11/23/22, Client 1 became suicidal and left a message on Respondent's
- 3 voicemail.
- 4 c. On 12/06/22, Respondent called Client 1 to discuss "the circumstances" and
- 5 the suicide of one of his clients.
- 6 d. On 12/13/22, Client 1 was depressed and called Respondent to talk for 15
- 7 minutes, and had an uplifted mood as a result.

8 6. Respondent acknowledged meeting in-person with Client 1 and having contact

9 with him following his departure from Agency.

10 7. Respondent represents he had Client 1's contact information from a newsletter

11 that Client 1 would hand out monthly that had his name and contact information on it.

12 8. Respondent represented the following regarding his rationale for reaching out to

13 Client 1 following his departure from Agency:

- 14 a. Respondent worried Client 1 may have felt abandoned.
- 15 b. Respondent wanted to encourage Client 1 to continue his services at Agency.
- 16 c. Respondent felt he had an ethical responsibility to transfer or discharge his
- 17 clients and did not feel he was given that opportunity.
- 18 d. Respondent felt Client 1 needed to know he was okay.

19 9. Board staff subsequently subpoenaed Respondent's cell phone records which

20 showed the following communications after services ended.

- 21 a. From 12/06/22 – 03/03/23, Respondent and Client 1 exchanged at least 9
- 22 phone calls with 6 being over ten minutes long.
- 23 b. From 12/13/22 – 01/16/23, Respondent and Client 1 exchanged at least 11
- 24 text messages.
- 25

1 10. Respondent blurred his professional boundaries as a licensed professional by
2 contacting a former client and meeting with him and his spouse in a non-therapeutic setting.

3 11. Respondent has been independently licensed with the Board since 2004 and
4 believed communication via telephonic and meeting in-person with a former client was
5 appropriate.

6 12. Upon review of the allegations which included specific allegation regarding Client
7 1, it was found that Client 1 was being treated for PTSD and his treatment plan made no
8 mention of substance use.

9 13. As a LISAC, Respondent's scope of practice is limited to treatment of persons
10 with substance abuse, chemical dependency and related problems and to the families of those
11 persons.

12 14. Based on these concerns with Respondent possibly practicing outside the scope
13 of his LISAC license, Board staff requested a complete client list of clients Respondent treated
14 at Agency to see if this was a trend.

15 15. Upon review of the client list, Respondent had 44 clients on his caseload and at
16 least 9 of those clients did not have any sort of substance use diagnosis.

17 16. Respondent represented the following regarding his scope of practice at Agency:

18 a. He had concerns he may have been practicing outside his scope of his
19 license.

20 b. Agency would assign him clients and even if he argued he could not treat
21 them Agency would still expect him to provide services to those clients.

22 c. Respondent thought there were expectations to rules where he could step
23 outside of his license requirements to provide services.

24 17. Even though Agency was responsible for assigning Respondent clients,
25 Respondent failed to ensure he was practicing within the scope of his license.

1 2. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
3 recognized standards of ethics in the behavioral health profession or that constitutes a danger
4 to the health, welfare or safety of a client, as it relates to the following section of the NAADAC
5 Code of Ethics:

6 **I-10 Boundaries**

7 Addiction professionals shall consider the inherent risks and benefits
8 associated with moving the boundaries of a counseling relationship
9 beyond the standard parameters. Providers shall obtain consultation
10 and supervision, and recommendations shall be documented.

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

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
16 behavioral health services provided to a client.

17 **ORDER**

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

20 1. Respondent's license, LISAC-11487, will be placed on probation for 24 months,
21 effective from the date of entry as signed below.

22 2. Respondent shall not practice under their license, LISAC-11487, unless they are
23 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
24 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they

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1 shall immediately notify the Board in writing and shall not practice under their license until they
2 submit a written request to the Board to re-commence compliance with this Consent
3 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

8 **Continuing Education**

9 4. 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 take and pass a
11 three-semester credit hour graduate level behavioral health ethics course from a regionally
12 accredited college or university, pre-approved by the Board Chair or designee. Upon
13 completion, Respondent shall submit to the Board an official transcript establishing completion
14 of the required course.

15 **Clinical Supervision**

16 5. While on probation, Respondent shall submit to clinical supervision for 24 months
17 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
18 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
19 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
20 by the Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the
21 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
22 letter, the clinical supervisor must address why they should be approved, acknowledge that they
23 have reviewed the Consent Agreement and include the results of an initial assessment and a
24 supervision plan regarding the proposed supervision of Respondent. The letter from the
25 supervisor shall be submitted to the Board.

1 **Focus and Frequency of Clinical Supervision**

2 6. The focus of the supervision shall relate to boundaries, Arizona documentation,
3 scope of practice, billing, discharging clients, and Arizona statues and rules. During each
4 supervision session, the supervisor shall review a minimum of 3 client records chosen at
5 random by the supervisor to ensure Respondent’s compliance with current behavioral health
6 documentation standards in Arizona. Respondent shall meet individually with the supervisor for
7 a minimum of twice monthly if working fulltime, with the possibility of early release after 12
8 months at the recommendation of the clinical supervisor.

9 **Reports**

10 7. Once approved, the supervisor shall submit quarterly reports for review and
11 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
12 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
13 more frequent supervision is needed. Quarterly reports shall include the following:

- 14 a. Dates of each clinical supervision session.
- 15 b. A comprehensive description of issues discussed during supervision
16 sessions.
- 17 c. The results of each clinical documentation review by the supervisor.

18 8. All quarterly supervision reports shall include a copy of clinical supervision
19 documentation maintained for that quarter. All clinical supervision documentation maintained by
20 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

21 9. After Respondent’s probationary period, the supervisor shall submit a final
22 summary report for review and approval by the Board Chair or designee. The final report shall
23 also contain a recommendation as to whether the Respondent should be released from this
24 Consent Agreement.

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1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

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

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

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

20 18. Within 10 days of the effective date of this Order, if Respondent is working in a
21 position where Respondent provides any type of behavioral health related services or works in a
22 setting where any type of behavioral health, health care, or social services are provided,
23 Respondent shall provide the Board Chair or designee with a signed statement from
24 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

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

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

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

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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 21. 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 22. 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 23. Respondent shall bear all costs relating to probation terms required in this
19 Consent Agreement.

20 24. 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 25. This Consent Agreement shall be effective on the date of entry below.

23 26. 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.

