

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

3 **In the Matter of:**

4 **Katherine M. Casanova, LMSW-18924,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0119
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), Katherine M. Casanova (“Respondent”) and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
13 a final 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-18924 for the practice of Social
15 Work in the State of Arizona.

16 2. On 01/12/23, the Board received a complaint alleging Respondent may have an
17 alcohol issue and had missed worked for several days.

18 3. Complainant reported that she went to Respondent's home and observed
19 Respondent smelled like alcohol with Child present in the home, and Respondent admitted she
20 had been drinking for three days.

21 4. Respondent acknowledged calling out sick from work multiple days in 12/22 and
22 reported she made herself an alcoholic drink to get relief from her severe cough.

23 5. Respondent denied being impaired by alcohol when Complainant came to her
24 home, and denied abusing alcohol.

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1 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
2 and determine if the automatic suspension of Respondent's license was supported by clear and
3 convincing evidence.

4 4. If the written request is received within 10 days of a regularly scheduled Board
5 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
6 scheduled Board meeting.

7 5. Pending the Board's review, Respondent's license shall be reported as
8 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
9 health professional pending the Board's review. The Board's decision and Order shall not be
10 subject to further review.

11 6. Respondent's license, LMSW-18924, will be placed on probation for 12 months,
12 effective from the date of entry as signed below.

13 7. Respondent shall not practice under their license, LMSW-18924, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

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1 **Therapy**

2 9. During the period of probation, Respondent shall attend therapy for 12 with a
3 masters or higher level behavioral health professional licensed at the independent level. Within
4 30 days of the date of this Consent Agreement, Respondent shall submit the name of their
5 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee.
6 Also within 30 days of the date of this Consent Agreement, the therapist shall submit a letter
7 addressing why they should be approved, acknowledging that they have reviewed the Consent
8 Agreement and include the results of an initial assessment and a treatment plan regarding the
9 proposed treatment of Respondent.

10 10. Upon approval, the Board will provide the therapist with copies of any required
11 evaluations completed at the request of the Board prior to this Consent Agreement and the
12 Board's investigative report.

13 **Focus and Frequency of Therapy**

14 11. The focus of the therapy shall relate to the concerns outlined in the Board's
15 report, a relapse prevention plan, and possible identification of a recovery group. Respondent
16 shall meet in person with the therapist twice monthly for the first 6 months. The frequency for
17 the remaining time will be at the recommendation of the therapist, but no less than once
18 monthly.

19 **Reports**

20 12. Once approved, the therapist shall submit quarterly reports and a final summary
21 report to the Board for review and approval. The quarterly reports shall include issues presented
22 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
23 more frequent therapy is needed. The reports shall address Respondent's current mental health
24 status, medications prescribed, if any, treatment recommendation, and shall report if, in their

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1 professional opinion, Respondent becomes unable to practice psychotherapy safely and
2 competently. The final report shall also contain a recommendation as to whether the
3 Respondent should be released from this Consent Agreement.

4 **Change of Therapist**

5 13. In the event that, during the period of Respondent's probation, Respondent's
6 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
7 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
8 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
9 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
10 acknowledging that they have reviewed the Consent Agreement, and include the results of an
11 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

12 **Biological Fluid Testing**

13 14. Within 10 days of the effective date of this Order, Respondent shall enroll in a
14 program that meets Board criteria for observed random biological fluid testing. The chemicals
15 tested shall be determined by the Board Chair or designee. Random testing shall be done at a
16 minimum of weekly and may be required more frequently as requested by the Board or its
17 designee. Respondent shall direct the Board-approved testing laboratory to provide a copy of
18 each test result to the Board. Respondent shall direct the Board-approved testing laboratory to
19 advise the Board or its designee within 7 days regarding any issue of noncompliance by
20 Respondent. Respondent shall notify the biological fluid testing laboratory and the Board, in
21 writing, of unavailability to test prior to an anticipated absence or if unable to provide a sample
22 due to illness. Respondent must submit in writing within 7 days of the missed specimen,
23 documentation from a treating physician who has personally evaluated Respondent on the day
24 of the requested screen that Respondent was not physically able to report to the laboratory for
25 biological fluid testing.

1 **Failure to show for a random biological fluid test or failure to provide a random**
2 **biological fluid sample on a day when a sample is requested by the Board, its designee**
3 **or the laboratory will be considered an admission of a positive urine screening.** The
4 following situations will also constitute **an admission of a positive urine screen:** submission of
5 a specimen where the integrity has been compromised as indicated by the presence of
6 adulterants, with determination made by laboratory personnel; submission of a sample that is
7 below acceptable volume or temperature to be tested; failure to provide written advance notice
8 of anticipated absence; and failure to provide written verification of illness from a physician
9 within 7 days of the missed specimen.

10 **Failure to show for the random biological fluid test, failure to provide a random**
11 **biological fluid sample** or a positive drug screen showing evidence of any drug other than an
12 authorized medication **will constitute a violation of this Order. A violation of this Order for**
13 **those reasons will be deemed to be a threat to the public's health, safety and welfare.**
14 **The Board may then summarily suspend Respondent's license and may impose**
15 **disciplinary action including but not limited to suspension or revocation of Respondent's**
16 **license, after notice and opportunity for a hearing. The issue at such hearing will be**
17 **limited to whether Respondent violated this Order by failing to show for a random**
18 **biological fluid test, failing to provide a random biological fluid sample or for having**
19 **tested positive for any drug other than an authorized medication.**

20 15. Respondent shall abstain completely from the personal use of the following
21 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
22 and herbal or health preparations containing derivatives of controlled substances. Respondent
23 is fully responsible for any and all ingested materials and their contents.

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1 16. Respondent shall abstain completely from the personal use of alcohol or
2 controlled substances or possession of controlled substances, as defined in the State Controlled
3 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a
4 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter
5 medications except plain aspirin, acetaminophen, or ibuprofen.

6 17. Orders prohibiting Respondent from personal use or possession of controlled
7 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully
8 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During
9 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider
10 to coordinate their health care needs and to be aware of all prescriptions utilized by
11 Respondent. Respondent shall immediately submit to that provider a copy of this Consent
12 Agreement and shall execute all release of information forms as required by the Board or its
13 designee. The medical care provider shall, within 14 days of the effective date of this Consent
14 Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and
15 provide a list of medications prescribed for Respondent. During the duration of this Consent
16 Agreement, Respondent shall cause all providers to notify the Board of any additional
17 medications ordered by the provider. The notification shall be made in writing within 7 days of
18 the provider's issuance of the prescription.

19 18. If Respondent has a lawful prescription for a narcotic or mood-altering drug,
20 Respondent shall cause their prescribing provider to submit monthly reports to the Board by the
21 30th day of each month regarding the continued need for the prescribed narcotic or mood-
22 altering medications. The Board or its designee may, at any time, request the provider to
23 document the continued need for prescribed medications. Respondent shall keep a written
24 record of medications taken, including over the counter drugs, and produce such record upon
25 request by the Board or its designee.

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

5 **Civil Penalty**

6 20. Subject to the provisions set forth in paragraph 21, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

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

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

22 23. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

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1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
2 and the period of probation shall be extended until the matter is final.

3 24. If Respondent currently sees clients in their own private practice, and obtains any
4 other type of behavioral health position, either as an employee or independent contractor, where
5 they provide behavioral health services to clients of another individual or agency, they shall
6 comply with requirements set forth in paragraphs 25 through 27 below.

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

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

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

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

18 29. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated

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1 that they have addressed the issues contained in this Consent Agreement. In the event that the
2 Board determines that any or all terms and conditions of this Consent Agreement have not been
3 met, the Board may conduct such further proceedings as it determines are appropriate to
4 address those matters.

5 30. Respondent shall bear all costs relating to probation terms required in this
6 Consent Agreement.

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

9 32. This Consent Agreement shall be effective on the date of entry below.

10 33. This Consent Agreement is conclusive evidence of the matters described herein
11 and may be considered by the Board in determining appropriate sanctions in the event a
12 subsequent violation occurs.

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

14 *Katherine Casanova* May 9, 2023
Katherine Casanova (May 9, 2023 12:06 PDT) _____
15 Katherine M. Casanova Date

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

17 By: *M. Zaval* May 9, 2023
18 TOBI ZAVALA, Executive Director Date
19 Arizona Board of Behavioral Health Examiners

20 **ORIGINAL** of the foregoing filed May 9, 2023
21 with:

22 Arizona Board of Behavioral Health Examiners
23 1740 West Adams Street, Suite 3600
24 Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically May 9, 2023
to:

...

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