

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

3 **In the Matter of:**

4 **Sarah E. D’Amico, LMSW-21132,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0142
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), Sarah E. D’Amico (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-21132 for the practice of social
15 work in the State of Arizona.

16 2. Since 08/22, Respondent has been a school social worker at School.

17 3. As a school social worker, Respondent was not providing direct psychotherapy services.

18 4. Respondent represents she would meet with students regularly to address issue students
19 may be facing.

20 5. In this case regarding Student, Respondent represents she filed a DCS report based on
21 Student's disclosures and wrote a letter under the guidance of DCS.

22 6. A 05/08/23 letter written by Respondent addressed to whom it may concern included the
23 following part:

- 24 a. Student has disclosed disturbing information about Complainant over the past
25 five months.

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- b. Despite Respondent reporting these disclosures to DCS, Complainant's lack of cooperation led to the case being closed.
- c. The letter included numerous statements that Respondent represents were direct representations from Student.
- d. Student represented that Complainant ranked her as the third most important person in his life.
- e. This ranking suggests that Complainant prioritizes his cat over Student, which raises questions about his care and attention towards Student.
- f. Respondent believes that Complainant's words and actions are inconsistent, and suggest that Mother be granted full custody.
- g. Respondent suggests that if Complainant wishes to pursue shared custody in the future, he should complete parenting classes and a program for batterer intervention/domestic violence beforehand.
- h. Respondent signed the letter with her LMSW license.

7. Respondent represented the following during her investigative interview:

- a. DCS told her that some of the disclosures were outside their statute of limitations and the best way to get the disclosures into court was through a letter.
- b. Respondent informed Mother of this, who then asked Respondent to write a letter.
- c. Respondent was aware this letter would be used in court.
- d. Respondent did not consult with a supervisor prior to writing this letter.
- e. Respondent acknowledged not having any sort of direct observation of Student interacting with Student and it was based on Student's reports.

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1 8. Respondent provided an opinion that Complainant should engage in his own
2 services if he wants custody and that Mother should be granted full custody, when Respondent
3 in fact did not have direct observations of Complainant's or Mother's parenting of Student.

4 9. Respondent acknowledged that the general notes she would maintain for
5 Student that are protected by Federal Law, were very general and did not document the specific
6 disclosures that Respondent mentioned in her letter to DCS.

7 10. Respondent and her attorney do not know whether DCS has a statute of
8 limitations but Respondent represents DCS informed her they would not follow up on reports if
9 the abuse happened too long ago.

10 11. Respondent represents DCS informed her of a statute of limitations, yet neither
11 Respondent nor Respondent's attorney or Legal Department of School could furnish proof of a
12 statute of limitations regarding DCS's authority to investigate reports of child abuse.

13 12. Respondent acknowledged writing one other letter in her career similar to this
14 situation and further acknowledged not having much experience in writing letters.

15 13. The letter Respondent wrote provided her professional opinion based simply on
16 Student's representations without having any direct observation or knowledge of what Student
17 was disclosing.

18 14. Respondent inserted herself into legal court matters outside the scope of her
19 licensure.

20 **CONCLUSIONS OF LAW**

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

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1 hours of continuing education addressing behavioral health ethics to include boundaries and
2 decision making models. All required continuing education shall be pre-approved by the Board
3 Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the
4 required continuing education.

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

10 **GENERAL PROVISIONS**

11 **Provision of Clinical Supervision**

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

15 **Civil Penalty**

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

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

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1 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
2 that the matter be reviewed by the Board for the limited purpose of determining whether the
3 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
4 receives the written request within 10 days or less of the next 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. The Board's decision on this matter shall not be subject to further
7 review.

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

13 12. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

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

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

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

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

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

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

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


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

24 
Sarah D'Amico (Jul 1, 2024 19:54 CDT)
25 Sarah E. D'Amico

Jul 1, 2024
Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:  Jul 9, 2024
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Jul 9, 2024
with:

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

EXECUTED COPY of the foregoing sent electronically Jul 9, 2024
to:

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

Sarah E. D'Amico
Address of Record
Respondent

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DeConcini McDonald Yetwin & Lacy, P.C
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