

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

3 **In the Matter of:**

4 **Susana Villa, LPC-14201,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2024-0156**  
**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), Susana Villa (“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-14201 for the practice of  
15 counseling in the State of Arizona.

16 2. From 07/23 – 12/23, Respondent provided behavioral health services to Client at  
17 Agency.

18 3. While Respondent was providing services to Client, Client's son ("Son") who was  
19 minor at the time, was also receiving services as Agency with a different therapist.

20 4. Client's concerns noted in her 06/20/23 assessment indicated Son causing  
21 conflicts with other siblings and the parents due to his alcoholism.

22 5. Client's therapy sessions focused heavily on Son, his drinking, and how Son has  
23 impacted Client.

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1           6.       In a 10/09/23 note, Respondent documented she checked to see if an ASAM  
2 was administered, and noted the rating did not seem accurate for what Client reported about  
3 Son.

4           7.       A 12/04/23 case management note indicated Respondent was involved in a  
5 staffing with Son and his case manager where there was discussion around another therapist at  
6 Agency administering another ASAM.

7           8.       A 12/07/23 case management note indicated Respondent reviewed Son's ASAM  
8 and informed Client of the ratings.

9           9.       Respondent was ultimately terminated from Agency for accessing Son's clinical  
10 records and this being deemed outside the scope of her job duties.

11          10.       Respondent in fact inappropriately accessed Son's clinical record numerous  
12 times, who was not Respondent's client and informed Client of information from Son's clinical  
13 records.

14          11.       There is no proof or information that shows Respondent was allowed access to  
15 Son's clinical records.

16          12.       Agency had several policies in Respondent's personnel records stating it was  
17 inappropriate to use her position at Agency to access medical records to influence another  
18 patient's care, and that all staff respect the privacy of patients and hold in confidence all  
19 information obtain in the course of professional services.

20          13.       Even though Respondent represents she was concerned for Son's safety and  
21 well-being and simply following the culture of Agency, she was in fact terminated for  
22 inappropriately accessing Son's clinical records.

23          14.       Even more concerning is that because of Respondent's conduct and actions, she  
24 was terminated, leaving Client without a therapist abruptly.

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1 15. It is concerning that Respondent accessed Son's clinical records without any  
2 prior approval and informed Client of information within Son's records.

3 **CONCLUSIONS OF LAW**

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

7 2. The conduct and circumstances described in the Findings of Fact constitute a  
8 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged  
9 communication except as may otherwise be required by law or permitted by a legally valid  
10 written release.

11 **ORDER**

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

14 1. Respondent's license, LPC-14201, will be placed on probation for 12 months,  
15 effective from the date of entry as signed below.

16 2. Respondent shall not practice under their license, LPC-14201 unless they are  
17 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
18 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
19 shall immediately notify the Board in writing and shall not practice under their license until they  
20 submit a written request to the Board to re-commence compliance with this Consent  
21 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

1 **Continuing Education**

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

7 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
8 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
9 hours of continuing education surrounding Title 42 CFR, inclusive of Part 2. All required  
10 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
11 Respondent shall submit a certificate of completion of the required continuing education.

12 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
13 24 months of the effective date of this Consent Agreement, Respondent shall complete 5 clock  
14 hours of continuing education in attendance of a Board meeting. All required continuing  
15 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
16 shall submit a certificate of completion of the required continuing education.

17 **Clinical Supervision**

18 7. While on probation, Respondent shall submit to clinical supervision for 12 months  
19 by a masters or higher-level behavioral health professional licensed by the Arizona Board of  
20 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
21 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
22 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
23 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
24 letter, the clinical supervisor must address why they should be approved, acknowledge that they

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1 have reviewed the Consent Agreement and include the results of an initial assessment and a  
2 supervision plan regarding the proposed supervision of Respondent. The letter from the  
3 supervisor shall be submitted to the Board.

4 **Focus and Frequency of Clinical Supervision**

5 8. The focus of the supervision shall relate to confidentiality, scope of practice,  
6 behavioral health ethics, and Board statutes and rules. Respondent shall meet individually with  
7 the supervisor twice monthly for the first 6 months, after that, the shall be at the discretion of the  
8 clinical supervisor, but not less than once monthly.

9 **Reports**

10 9. 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 10. All quarterly supervision reports shall include a copy of clinical supervision  
18 documentation maintained for that quarter. All clinical supervision documentation maintained by  
19 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

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

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1 **Change of Clinical Supervisor During Probation**

2 12. If, during the period of Respondent's probation, the clinical supervisor determines  
3 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
4 the end of supervision and provide the Board with an interim final report. Respondent shall  
5 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
6 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
7 proposed clinical supervisor shall provide the same documentation to the Board as was required  
8 of the initial clinical supervisor.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

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

14 **Civil Penalty**

15 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil  
16 penalty against the Respondent in the amount of \$1,000.00.

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

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1           16.     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           17.     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           18.     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 19 through 21 below.

17           19.     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           20.    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           21.    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.

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1           22.    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           23.    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           24.    Respondent shall bear all costs relating to probation terms required in this  
16 Consent Agreement.

17           25.    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           26.    This Consent Agreement shall be effective on the date of entry below.

20           27.    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           *Susana Villa*  
Susana Villa (May 29, 2024 23:21 PDT)


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Susana Villa

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May 29, 2024

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Date

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

By:  May 29, 2024  
TOBÍ ZAVALA, Executive Director Date  
Arizona Board of Behavioral Health Examiners

**ORIGINAL** of the foregoing filed May 29, 2024  
with:

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

**EXECUTED COPY** of the foregoing sent electronically May 29, 2024  
to:

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

Susana Villa  
Address of Record  
Respondent