

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LAC-22193 for the practice of
15 counseling in the State of Arizona.

16 2. In 03/24, Respondent provided one psychotherapy service to Client, who was a
17 minor at the time.

18 3 A 03/15/24 intake assessment with Client included the following:

19 a. Respondent marked yes for suicidal ideation and Client reported suicidal
20 thoughts about once per week.

21 b. Respondent marked yes to suicide attempts and Client reported takins pills
22 two weeks prior but no medical attention was needed.

23 c. Respondent and Client worked on a safety plan and Client convincingly
24 denied suicidal plans.

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- 4. A 03/14/24 chart note included the following:
 - a. Client reported suicidal thoughts and an attempt in the past couples of weeks.
 - b. Client did not tell her parents, but has talked to her friends about it.
 - c. Client convincingly denied having a plant to repeat an attempt.
 - d. Client reported she would talk with friends if or when she is having suicidal thoughts again.
 - e. They began safety planning and Client reported feeling safe upon leaving the session.

- 5. A 03/25/24 individual supervision note included the following:
 - a. Staffed a new 15-year-old client who had a previous suicide attempt two weeks prior.
 - b. Client took ibuprofen, no medical attention was needed, and she did tell her friends about it.
 - c. Client does not want to tell her parents and Client denied current suicidal ideation.
 - d. Supervisor informed Respondent she needed to tell the parents and advised to do so at Client's next appointment.

- 6. A 03/28/24 chart note included the following:
 - a. Complainant informed Respondent that Client was currently in the hospital for trying to overdose and take her life.
 - b. Respondent confirmed with Complainant that Client has told Respondent about her previous attempt.
 - c. Respondent informed Complainant that Client reported she would tell her friends or Father if she had further suicidal ideation.

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1 d. Respondent told Complainant that Client reported she felt safe and denied
2 any suicidal plans.

3 7. A 04/02/24 individual supervision note included the following:

4 a. Followed up on Client and reviewed the necessity of reporting suicidal
5 ideation and previous attempts to the parents.

6 b. Respondent and Supervisor will engage in further supervision regarding
7 these topics.

8 c. Respondent is to take trainings on suicide and mandated reporting.

9 8. Respondent represented the following during her investigative interview:

10 a. During the intake Client disclosed a previous suicide attempt by taking
11 ibuprofen.

12 b. Respondent did not feel Client was hiding her attempt since Client reported
13 telling her friends.

14 c. Client reported having suicidal thoughts about once a week, but denied
15 having the means or intent.

16 d. Respondent did not clarify whether Client still had access to ibuprofen.

17 e. Respondent did not feel there was a threat that Client would attempt suicide
18 again, so she did not conduct a more in-depth risk assessment.

19 f. Respondent began safety planning with Client but did not complete the safety
20 plan form Agency utilizes.

21 g. Prior to Client, Respondent did not have any training or experiencing in
22 creating safety plans or conducting risk assessments.

23 h. If Respondent had a similar situation now, she would immediately staff it with
24 Supervisor.

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1 9. Even though Respondent represents she did not have adequate training or
2 experience in completing safety plans or risk assessments, Respondent failed to immediately
3 notify the parents of a minor child or Supervisor when Client reported a recent suicide attempt.

4 10. Even though Respondent reported that Client report not having the means or
5 intent, Respondent acknowledged that Client was experiencing suicidal thoughts weekly.

6 11. Respondent represents she began developing a safety plan yet Client's clinical
7 records fail to include any sort of safety plan or risk assessment.

8 12. Despite Respondent planning to notify the parents of Client's recent suicide
9 attempt at Client's next session, Client attempted suicide again before her next session
10 occurred.

11 13. Complainant only became aware of Client's first suicide attempt after Client
12 attempted suicide a second time and was admitted to the hospital for this second suicide
13 attempt.

14 **CONCLUSIONS OF LAW**

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

18 2. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
20 the ability of the licensee to safely and competently practice the licensee's profession.

21 3. The conduct and circumstances described in the Findings of Fact constitute a
22 violation of A.R.S. § 32-3251(16)(cc), failing to take reasonable steps to inform potential victims
23 and appropriate authorities if the licensee becomes aware during the course of providing or
24 supervising behavioral health services that a client's condition indicates a clear and imminent
25 danger to the client or others.

1 **ORDER**

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

4 1. Respondent's license, LAC-22193, will be placed on probation for 24 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LAC-22193 unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete the
19 ASIST (Applied Suicide Intervention Skill Training) 2-day course. All required continuing
20 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
21 shall submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent complete 3 clock hours
24 of continuing education addressing working with families. All required continuing education shall

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1 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
2 certificate of completion of the required continuing education.

3 **Clinical Supervision**

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

14 **Focus and Frequency of Clinical Supervision**

15 7. The focus of the supervision shall focus on behavioral health ethics, safety
16 planning, risk assessment, crisis intervention, Arizona statutes and rules, coordination of care
17 working with families in crisis and limits of confidentiality. Respondent shall meet individually
18 with the supervisor for a minimum of one hour once weekly for the first 12 months. After the first
19 12 months, the time and frequency of supervision will be at the recommendation of the clinical
20 supervisor, but no less than twice monthly.

21 **Reports**

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

- 1 a. Dates of each clinical supervision session.
- 2 b. A comprehensive description of issues discussed during supervision
- 3 sessions.

4 9. All quarterly supervision reports shall include a copy of clinical supervision

5 documentation maintained for that quarter. All clinical supervision documentation maintained by

6 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

7 10. After Respondent's probationary period, the supervisor shall submit a final

8 summary report for review and approval by the Board Chair or designee. The final report shall

9 also contain a recommendation as to whether the Respondent should be released from this

10 Consent Agreement.

11 **Change of Clinical Supervisor During Probation**

12 11. If, during the period of Respondent's probation, the clinical supervisor determines

13 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of

14 the end of supervision and provide the Board with an interim final report. Respondent shall

15 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the

16 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The

17 proposed clinical supervisor shall provide the same documentation to the Board as was required

18 of the initial clinical supervisor.

19 **GENERAL PROVISIONS**

20 **Provision of Clinical Supervision**

21 12. Respondent shall not provide clinical supervision to associate level licensees

22 accruing and submitting hours towards independent licensure while subject to this Consent

23 Agreement.

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1 **Civil Penalty**

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

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

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

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

23 17. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where

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1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

21 20. If, during the period of Respondent's probation, Respondent changes
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
23 extended leave of absence for whatever reason that may impact their ability to timely comply
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

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1 the Board of their change of employment status. After the change and within 10 days of
2 accepting employment in a position where Respondent provides any type of behavioral health
3 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 a written
5 statement providing the contact information of their new employer(s) and a signed statement
6 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
7 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
8 the Board within 10 days, as required, Respondent's failure to provide the required statement to
9 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
10 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

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


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

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

10 
11 Janice Allen (Nov 4, 2024 13:17 MST)
Janice G. Allen

Nov 4, 2024
Date

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

13
14 By: 
Tobi Zavala (Nov 4, 2024 13:30 MST)
15 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Nov 4, 2024
Date

16 **ORIGINAL** of the foregoing filed Nov 4, 2024
17 with:

18 Arizona Board of Behavioral Health Examiners
19 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically Nov 4, 2024
21 to:

22 Mona Baskin
Assistant Attorney General
23 2005 North Central Avenue
Phoenix, AZ 85004

24 Janice G. Allen
Address of Record
25 Respondent