

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

2 **In the Matter of:**

3 **Marcy E. Mevorach, LASAC-13047, LCSW-
12448**
4 **Licensed Associate Substance Abuse
Counselor, Licensed Clinical Social Worker**
5 **In the State of Arizona.**

CASE NO. 2014-0040

**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

6 **RESPONDENT**

7
8 The Board received a request from Respondent to release him from the terms and
9 conditions of the Consent Agreement and Order dated December 12, 2014. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated December 12, 2014.

12 **ORDER**

13 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
and Order dated December 12, 2014.

15
16 Dated this 19th day of January, 2016.

17
18 By: 

19 **TOBÍ ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

20 **ORIGINAL** of the foregoing filed

This 19th day of January, 2016, with:

21 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
22 Phoenix, AZ 85012

23 **COPY** of the foregoing mailed via

24 Certified mail no. 70142870000189572715
This 19th day of January, 2016, to:

25 Marcy E. Mevorach
Address of Record
Respondent

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

In the Matter of:

**Marcy E. Mevorach, LCSW-12448,
Licensed Clinical Social Worker,
LASAC-13047, Licensed Associate
Substance Abuse Counselor,
In the State of Arizona.**

**CASE NO. 2014-0040
CONSENT AGREEMENT**

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(H) and 41-1092.07(F)(5), Marcy E. Mevorach ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives her right to such formal hearing concerning these allegations and irrevocably waives her right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

...

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 her
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 and may be used for purposes of determining
9 sanctions in any future disciplinary matter.

10 6. This Consent Agreement is subject to the Board's approval, and will be effective
11 only when the Board accepts it. In the event the Board in its discretion does not approve this
12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
13 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
14 that Respondent agrees that should the Board reject this Consent Agreement and this case
15 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
16 review and discussion of this document or of any records relating thereto.

17 7. Respondent understands that once the Board approves and signs this Consent
18 Agreement, it is a public record that may be publicly disseminated as a formal action of the
19 Board, and that it shall be reported as required by law to the National Practitioner Data Bank
20 and the Healthcare Integrity and Protection Data Bank.

21 8. Respondent further understands that any violation of this Consent Agreement
22 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(15)(n) and may result in
23 disciplinary action pursuant to A.R.S. § 32-3281.

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1 9. The Board therefore retains jurisdiction over Respondent and may initiate
2 disciplinary action against Respondent if it determines that she has failed to comply with the
3 terms of this Consent Agreement or of the practice act.

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

5 **FINDINGS OF FACT**

6 1. Respondent is the holder of License Nos. LCSW-12448 and LASAC-13047 for
7 the practice of clinical social work and substance abuse counseling in Arizona.

8 2. Respondent treated a male client ("Client") from 07/13 – 01/14.

9 3. In 01/14, Client agreed to have his wife ("Wife") participate in Client's therapy
10 within the following boundaries:

11 a. Respondent would only ask Wife questions that would enable Respondent to
12 better assist Client.

13 b. The session would be informational only.

14 c. Respondent would not put Wife "on the hot seat".

15 d. Respondent would not discuss sensitive issues that Client revealed during
16 therapy.

17 e. Licensee would not pursue any discussion regarding Wife's behaviors that
18 might make Wife uncomfortable.

19 f. Respondent would not engage in marital counseling.

20 4. On 01/29/14, Wife attended Client's therapy session.

21 5. Respondent acknowledges the following occurred during the session:

22 a. Respondent brought up the sensitive issues that Client revealed to her during
23 therapy even though Client told her that this was a particularly stressful
24 matter for him.

25 b. Respondent asked Wife if she had ever received counseling.

- 1 c. When Wife brought up the issue of Client's financial stress, Respondent
2 suggested that Wife could work more to bring in more money.
- 3 d. Respondent told Wife that Wife was not in control of the session.
- 4 e. Respondent asked why Wife was being aggressive and attacking
5 Respondent.
- 6 f. Client appeared to be shutting down and did not speak.
- 7 6. Respondent acknowledges that her conduct:
- 8 a. Violated the boundaries she had previously agreed to maintain.
- 9 b. Violated Client's confidentiality.
- 10 7. On 01/30/14, Client ended his therapeutic relationship with Respondent via
11 telephone.
- 12 8. At that point, Respondent had no authority to engage in any further activities or
13 communications regarding Client.
- 14 9. Despite this, from 01/14 through 05/14, Respondent exchanged 18 emails with
15 Wife.
- 16 10. In a 02/14 email to Wife, Respondent addressed the sensitive issues Client
17 disclosed to her during therapy.
- 18 11. Respondent acknowledges that:
- 19 a. Respondent did not have written authorization from Client authorizing her to
20 communicate with Wife outside of the 01/29/14 session.
- 21 b. Her email communications with Wife violated Client's confidentiality.
- 22 12. Respondent did not provide any type of referral for continuing care for Client after
23 he terminated their professional relationship.
- 24 13. Respondent failed to maintain any consent for treatment documentation for
25 Client.

1 14. Throughout the course of Client's weekly therapy sessions from 07/13 – 01/14,
2 Respondent failed to generate any treatment planning documentation.

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(15)(t), disclosing a professional confidence or privileged
9 communication except as may otherwise be required by law or permitted by a valid written
10 release.

11 3. The conduct and circumstances described in the Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of
13 the licensee to safely and competently practice the licensee's profession.

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(15)(s), terminating behavioral health services to a client without
16 making appropriate referrals for continuation of care for the client if continuing behavioral health
17 services are indicated.

18 5. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(15)(p), failure to comply with minimum practice standards as
20 developed by the Board as it relates to the following:

- 21 a. A.A.C. R4-6-1101, Consent for treatment
- 22 b. A.A.C. R4-6-1102, Treatment plan
- 23 c. A.A.C. R4-6-1103, Client record

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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 licenses, LCSW-12448 and LASAC-13047, will be placed on
5 probation, effective from the date of entry as signed below.

6 2. Respondent shall not practice under her licenses, LCSW-12448 and LASAC-
7 13047 unless she is fully compliant with all terms and conditions in this Consent Agreement. If,
8 for any reason, Respondent is unable to comply with the terms and conditions of this Consent
9 Agreement, she shall immediately notify the Board in writing and shall not practice under her
10 license until she submits a written request to the Board to re-commence compliance with this
11 Consent 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 she is 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 take and pass a
19 three semester credit hour graduate level behavioral health ethics and family law course and a
20 three semester credit hour graduate level behavioral health course in documentation from an
21 accredited college or university, pre-approved by the Board Chair or designee. Upon
22 completion, Respondent shall submit to the Board an official transcript establishing completion
23 of the required courses.

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1 **Clinical Supervision**

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

11 **Focus and Frequency of Clinical Supervision**

12 6. Respondent shall meet in person with the clinical supervisor at least monthly.
13 The focus of the supervision shall relate to current behavioral health documentation standards
14 in Arizona, ethics, and rules and regulations of the Board.

15 **Reports**

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

- 20 a. Dates of each clinical supervision session
- 21 b. A comprehensive description of issues discussed during supervision sessions

22 8. All quarterly supervision reports shall include a copy of clinical supervision
23 documentation maintained for that quarter. All clinical supervision documentation maintained by
24 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(F)(4).

25 ...

1 9. After Respondent's probationary period, the supervisor shall submit a final
2 summary report for review and approval by the Board Chair or designee. The final report shall
3 also contain a recommendation as to whether the Respondent should be released from this
4 Consent Agreement.

5 **Change of Clinical Supervisor During Probation**

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

13 **Early Release**

14 11. After completion of the stipulations set forth in this Consent Agreement, and upon
15 the supervisor's recommendation, Respondent may request early release from the Consent
16 Agreement after 12 months.

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 12. Respondent shall not provide clinical supervision while subject to this Consent
20 Agreement.

21 **Civil Penalty**

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

24 14. Respondent's payment of the civil penalty shall be stayed so long as Respondent
25 remains compliant with the terms of this Consent Agreement. If Board staff determines that

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
2 exception of the tolling provision under Paragraph 3, the stay of the civil penalty payment shall
3 be automatically lifted and payment of the civil penalty shall be made by certified check or
4 money order payable to the Board within 30 days after being notified in writing of the lifting of
5 the stay.

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

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

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

21 18. If Respondent is not employed as of the effective date of this Order, within 10
22 days of accepting employment in a position where Respondent provides any type of behavioral
23 health related services, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of her new employer and a signed statement from
25 Respondent's new employer confirming Respondent provided the employer with a copy of this

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board
3 shall be deemed a violation of A.R.S. § 32-3251(15)(n) and the Board will provide Respondent's
4 employer(s) with a copy of the Consent Agreement.

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

18 20. Respondent shall practice social work and substance abuse using the name
19 under which she is licensed. If Respondent changes her name, she shall advise the Board of
20 the name change as prescribed under the Board's regulations and rules.

21 21. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date she would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide
25 evidence that she has successfully satisfied all terms and conditions in this Consent Agreement.

1 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
2 Phoenix, AZ 85012

3 **COPY** of the foregoing mailed via Interagency Mail
This 12th day of December, 2014, to:
4 Marc Harris
Assistant Attorney General
5 1275 West Washington
Phoenix, Arizona 85007
6

7 **COPY** of the foregoing mailed via
Certified mail no. 70141200000066337543
This 12th day of December, 2014, to:
8

9 Marcy E. Mevorach
Address of Record
Respondent
10

11 **COPY** of the foregoing mailed via Mail
This 12th day of December, 2014 to:

12 Faren Akins
1 N. Central Ave. #900
13 Phoenix, AZ 85004
Attorney for Respondent
14

15
16 Donna Dalton, Assistant Director
602-542-1811
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1 The Board has the sole discretion to determine whether all terms and conditions of this Consent
2 Agreement have been met and whether Respondent has adequately demonstrated that she has
3 addressed the issues contained in this Consent Agreement. In the event that the Board
4 determines that any or all terms and conditions of this Consent Agreement have not been met,
5 the Board may conduct such further proceedings as it determines are appropriate to address
6 those matters.

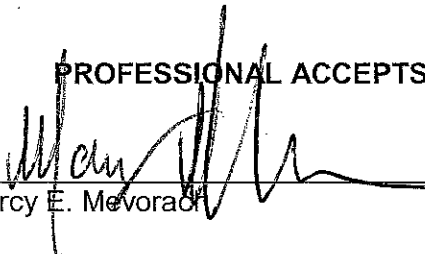
7 22. Respondent shall bear all costs relating to probation terms required in this
8 Consent Agreement.

9 23. Respondent shall be responsible for ensuring that all documentation required in
10 this Consent Agreement is provided to the Board in a timely manner.

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

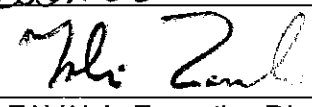
12 25. This Consent Agreement is conclusive evidence of the matters described herein
13 and may be considered by the Board in determining appropriate sanctions in the event a
14 subsequent violation occurs.

15
16 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

17  _____ Date 12/7/14
18 Marcy E. Mevorach

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

20 Dated this 12th day of December, 2014.

21 By:  _____
22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

24 **ORIGINAL** of the foregoing filed
25 This 12th day of December, 2014 with: