

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

3 Melanie Wall Brumble, LISAC-1483,
4 Licensed Independent Substance Abuse
5 Counselor,
6 In the State of Arizona.

7 RESPONDENT

CASE NO. 2015-0033

RELEASE FROM
CONSENT AGREEMENT AND ORDER

8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated August 2nd, 2016. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated August 2nd, 2016.

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
15 and Order dated August 2nd, 2016.

16 Dated this 12th day of October, 2017.

17 By:

M. Li Zavala
18 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

19 ORIGINAL of the foregoing filed

This 12th day of October, 2017, with:

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

22 COPY of the foregoing mailed via

23 Certified mail no. 707145D000086888025
This 12th day of October, 2017, to:

24 Melanie Wall Brumble
25 Address of Record
Respondent

1 COPY of the foregoing mailed via Mail
This 12th day of October, 2017 to:

2
3 Teresa Sanzio
4 Law Office of Teresa M. Sanzio, PC
5 428 E Thunderbird Rd, Ste 238
6 Phoenix, AZ 85022
7 Attorney for Respondent
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1 Consent Agreement.

2 4. Respondent acknowledges and agrees that upon signing this Consent
3 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
4 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
5 original document is ineffective and void unless mutually approved by the parties in writing.

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining
8 sanctions in any 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

19 8. Respondent further understands that any violation of this Consent Agreement
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
21 disciplinary action pursuant to A.R.S. § 32-3281.

22 9. The Board therefore retains jurisdiction over Respondent and may initiate
23 disciplinary action against Respondent if it determines that they have failed to comply with the
24 terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

1
2 1. Respondent is the holder of License No. LISAC-1483 for the practice of
3 substance abuse counseling in Arizona.

4 2. In or about 2012, while employed at a behavioral health agency ("Agency 1"),
5 Respondent provided behavioral health services to an adult female client ("Client").

6 3. According to Respondent:

7 a. About 2 years later, at an AA meeting, Client approached Respondent about
8 being her sponsor.

9 b. Respondent became Client's AA sponsor for approximately 3 weeks, and
10 ended the sponsorship because Client could not stay sober.

11 4. In 08/14, Respondent began working at another behavioral health agency
12 ("Agency 2").

13 5. At that time, Client was receiving behavioral health services from Agency 2.

14 6. According to Respondent:

15 a. Agency 2 assigned another therapist to Client because Respondent informed
16 Agency 2 at the time of hire that Respondent had a brief sponsorship
17 relationship with Client, but Client was required to attend the daily groups that
18 Respondent facilitated.

19 b. The only relationship that existed between Respondent and Client was that of
20 a counselor-client.

21 7. Although Respondent represents that they informed Agency 2 that they were
22 previously Client's AA sponsor for a brief period of time, Agency 2 reports that Respondent only
23 shared that they were Client's former therapist, not that they were Client's former AA sponsor.

24 8. While employed at Agency 2, Respondent also provided services to another
25 female client ("Client 2").

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9. According to Respondent:

- a. In 09/14, Client 2 asked Respondent if they could talk with Respondent about Client, which Respondent agreed to.
- b. Client 2 asked if Respondent thought Client was gay and what would make someone start to feel that way.
- c. Respondent offered several general scenarios that might create such a feeling, including examples of people being abused as a child.
- d. Client 2 spoke with Client afterwards, but Client 2 misrepresented the conversation they had with Respondent.
- e. Client 2 told Client that, Respondent stated that Client's father had molested them, which is not what Respondent discussed with Client 2.
- f. When Respondent learned of this, Respondent met with Client and Client 2 together in an effort to resolve the misinterpretation.
- g. During this meeting, Client 2 was very defensive, walked out of Respondent's office and went to administration, stating that Respondent had breached their confidentiality.
- h. Respondent did not document this meeting because it was not a session.
- i. Respondent simply wanted to straighten out the misunderstanding between the two clients.

10. There is no information that suggests Respondent consulted with their superiors prior to facilitating such a meeting, or that Respondent documented the meeting with the two clients.

11. In 04/15, Respondent began working at another behavioral health agency ("Agency 3").

12. At that point, Respondent acknowledges:

1 a. Having minimal continued contact with Client to include Client contacting
2 Respondent to inform Respondent of her 1-year sobriety and that she was
3 changing jobs.

4 b. Referring Client for a job at an affiliate of Agency 3.

5 13. In 11/15, Client began working at Agency 3.

6 14. When asked about social contact with Client, Respondent acknowledges the
7 following:

8 a. Respondent invited all her coworkers at Agency 3 including Client, for
9 Thanksgiving at her home.

10 b. At the Thanksgiving event:

11 • They ate dinner.

12 • Client fell asleep on Respondent's couch, and once Respondent woke
13 her up, Client went home immediately.

14 15. According to Respondent's clinical director at Agency 3:

15 a. If he knew about Client and Respondent's previous association, he would
16 have told Respondent the Thanksgiving invitation was inappropriate because
17 Client was Respondent's former client.

18 16. During a 03/16 investigative interview with Respondent's clinical director at
19 Agency 3, he indicated the following:

20 a. About a week prior to Respondent leaving Agency 3, he saw Client at work,
21 who appeared to be very down.

22 b. He was informed by the office manager that Client was very upset because
23 Respondent had contacted Client and wanted to have Client meet with
24 Respondent and Respondent's attorney.

25 17. When asked about this, Respondent admitted to discussing the Board complaint

1 with Client and offering to Client that she could speak with Respondent's attorney should she
2 have any questions regarding the process.

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)(l), any conduct, practice or condition that impairs the ability of
9 the licensee to safely and competently practice the licensee's profession.

10 3. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the
12 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship
13 with a client, former client or supervisee for the benefit or profit of the licensee

14 ORDER

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

17 1. Respondent's license, LISAC-1483, will be placed on probation, effective from
18 the date of entry as signed below.

19 2. Respondent shall not practice under their license, LISAC-1483, unless they are
20 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
22 shall immediately notify the Board in writing and shall not practice under their license until they
23 submit a written request to the Board to re-commence compliance with this Consent
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

25 3. In the event that Respondent is unable to comply with the terms and conditions

1 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
2 such time as they are granted approval to re-commence compliance with the Consent
3 Agreement.

4 Continuing Education

5 4. 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 take and pass a
7 three semester credit hour graduate level behavioral health ethics course from an accredited
8 college or university, pre-approved by the Board Chair or designee. Upon completion,
9 Respondent shall submit to the Board an official transcript establishing completion of the
10 required course.

11 Clinical Supervision

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

21 Focus and Frequency of Clinical Supervision

22 6. The focus of the supervision shall relate to boundaries, ethics, transference, and
23 documentation. Respondent shall meet individually in person with the supervisor twice monthly.

24 Reports

25 7. Once approved, the supervisor shall submit quarterly reports for review and

1 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
2 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
3 more frequent supervision is needed. Quarterly reports shall include the following:

- 4 a. Dates of each clinical supervision session.
- 5 b. A comprehensive description of issues discussed during supervision
6 sessions.

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

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

14 **Change of Clinical Supervisor During Probation**

15 10. If, during the period of Respondent's probation, the clinical supervisor determines
16 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
17 the end of supervision and provide the Board with an interim final report. Respondent shall
18 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
19 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
20 proposed clinical supervisor shall provide the same documentation to the Board as was required
21 of the initial clinical supervisor.

22 **Early Release**

23 11. After completion of the stipulations set forth in this Consent Agreement, and upon
24 the Supervisor's recommendation, Respondent may request early release from the Consent
25 Agreement after 12 months.

GENERAL PROVISIONS

Provision of Clinical Supervision

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

Civil Penalty

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

8 14. 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 15. 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 16. 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
25 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final.

1 and the period of probation shall be extended until the matter is final.

2 17. If Respondent currently sees clients in their own private practice, and obtains any
3 other type of behavioral health position, either as an employee or independent contractor, where
4 they provide behavioral health services to clients of another individual or agency, they shall
5 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

24 20. If, during the period of Respondent's probation, Respondent changes
25 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on

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

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

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

1 address those matters.

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

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

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

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

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

11 Melanie Wall Brumble, USAC
12 Melanie Wall Brumble

7/28/16
Date

13
14 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 Dated this 2nd day of August, 2016.

16 By:

Tobi Zavala
17 TOBI ZAVALA, Executive Director
18 Arizona Board of Behavioral Health Examiners

19
20 **ORIGINAL** of the foregoing filed
21 This 2nd day of August, 2016 with:

22 Arizona Board of Behavioral Health Examiners
23 3443 N. Central Ave., Suite 1700
24 Phoenix, AZ 85012

25 **COPY** of the foregoing mailed via Interagency Mail
This 2nd day of August, 2016, to:

1 Marc Harris
2 Assistant Attorney General
3 1275 West Washington
4 Phoenix, Arizona 85007

5 **COPY** of the foregoing mailed via
6 Certified mail no. 701428100001F9516270
7 This 2nd day of August, 2016, to:

8
9 Melanie Wall Brumble
10 Address of Record
11 Respondent

12 **COPY** of the foregoing mailed via Mail
13 This 2nd day of August, 2016 to:

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