

1 BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS

2 In the Matter of:

CASE NO. 2015-0053

3 Jamie L. Born, LMSW-15400
4 Licensed Master Social Worker,
5 In the State of Arizona.

RELEASE FROM
CONSENT AGREEMENT AND ORDER

6 RESPONDENT

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

11 ORDER

12 GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:

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

15 Dated this 7th day of February, 2017.

16
17 By:

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

19 ORIGINAL of the foregoing filed

20 This 7th day of February, 2017, with:

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

23 COPY of the foregoing mailed via

Certified mail no. 70141200 0000 6633 9356

24 This 7th day of February, 2017, to:

25 Jamie L. Born
Address of Record
Respondent

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

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

15 7. Respondent understands that once the Board approves and signs this Consent
16 Agreement, it is a public record that may be publicly disseminated as a formal action of the
17 Board, and that it shall be reported as required by law to the National Practitioner Data Bank
18 and the Healthcare Integrity and Protection 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(15)(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 she has 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:

1 **FINDINGS OF FACT**

2 1. Respondent is an applicant for licensure for the practice of social work in
3 Arizona.

4 2. Respondent indicates the following regarding her extensive history of substance
5 abuse:

6 a. She began consuming alcohol consistently since the age of 15.

7 b. In college, her alcohol use increased and she used other substances
8 sporadically.

9 c. In 2004, she was arrested after drinking and driving.

10 d. In 2006, she was arrested for DWI after driving off an embankment. Her BAC
11 measured .225%.

12 e. In 10/11, she again wrecked her car after drinking.

13 f. In 10/11, she entered a 30 day inpatient treatment program at Valley Hope,
14 Booneville.

15 g. Respondent represents that she has been sober since 10/18/11.

16 3. From 08/05 to 09/11, Respondent was terminated from one behavioral health
17 agency, and resigned in lieu of termination at another behavioral health agency, due to her
18 substance abuse issues.

19 4. Despite the Board's general application containing a background question
20 regarding involuntary terminations or resignations in lieu of termination, Respondent failed to
21 disclose either matter on her background questionnaire, as required.

22 5. In 06/12, Respondent completed an employment application with a behavioral
23 health agency, and answered "no" to the following question:

24 a. Have you ever been convicted of a crime (misdemeanor or felony) including sex
25 related or child abuse related offenses?

1 6. Based on the fact that Respondent was arrested in 2006 for DWI, it appears that
2 Respondent intentionally misrepresented her criminal history on that employment application.

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(12)(c)(i), any oral or written misrepresentation of a fact by a
9 Licensee or Applicant to secure or attempt to secure the issuance or renewal of a license.

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

13 4. The conduct and circumstances described in the Findings of Fact constitute a
14 violation of A.R.S. § 32-3251(15)(d), any false, fraudulent or deceptive statement connected
15 with the practice of behavioral health, including false or misleading advertising by the Licensee
16 or the Licensee’s staff or a representative compensated by the Licensee.

17 **ORDER**

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

20 1. Respondent’s license will be placed on probation for 24 months, effective from
21 the date of entry as signed below.

22 2. Respondent shall not practice under her license, unless she is fully compliant
23 with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is
24 unable to comply with the terms and conditions of this Consent Agreement, she shall
25 immediately notify the Board in writing and shall not practice under her license until she submits

1 a written request to the Board to re-commence compliance with this Consent Agreement. All
2 such requests shall be pre-approved by the Board Chair or designee.

3 3. In the event that Respondent is unable to comply with the terms and conditions
4 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
5 such time as she is granted approval to re-commence compliance with the Consent
6 Agreement.

7 Continuing Education

8 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
10 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
11 addressing current behavioral health documentation standards in Arizona. All required
12 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
13 Respondent shall submit a certificate of completion of the required continuing education.

14 Therapy

15 5. During the period of probation, Respondent shall attend therapy, for 24 months
16 with a Master's level or higher Licensed Independent Substance Abuse Counselor. Within 30
17 days of the date of this Consent Agreement, Respondent shall submit the name of her therapist
18 and the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within
19 30 days of the date of this Consent Agreement, the therapist shall submit a letter addressing
20 why he/she should be approved, acknowledging that he/she has reviewed the Consent
21 Agreement and include the results of an initial assessment and a treatment plan regarding the
22 proposed treatment of Respondent.

23 6. Upon approval, the Board will provide the therapist with copies of any required
24 evaluations completed at the request of the Board prior to this Consent Agreement and the
25 Board's investigative report.

1 **Focus and Frequency of Therapy**

2 7. The focus of the therapy shall relate to relapse prevention and substance abuse
3 issues. Respondent shall meet in person with the therapist twice monthly.

4 **Reports**

5 8. Once approved, the therapist shall submit quarterly reports and a final summary
6 report to the Board for review and approval. The quarterly reports shall include issues presented
7 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
8 more frequent therapy is needed. The reports shall address Respondent's current mental health
9 status, medications prescribed, if any, treatment recommendation, and shall report if, in his/her
10 professional opinion, Respondent becomes unable to practice psychotherapy safely and
11 competently. The final report shall also contain a recommendation as to whether the
12 Respondent should be released from this Consent Agreement.

13 **Change of Therapist**

14 9. In the event that, during the period of Respondent's probation, Respondent's
15 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
16 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
17 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
18 treatment, the proposed therapist shall submit a letter addressing why he/she should be
19 approved, acknowledging that he/she has reviewed the Consent Agreement, and include the
20 results of an initial assessment and a treatment plan regarding the proposed treatment of
21 Respondent.

22 **Recovery Program**

23 10. While on probation, Respondent shall attend AA meetings in person at a
24 minimum of 2 times per week. Respondent shall obtain a sponsor and the sponsor shall provide

25 ...

1 quarterly reports to the Board Chair or designee attesting to Respondent's attendance and
2 participation.

3 Biological Fluid Testing

4 11. Within 10 days of the effective date of this Order, Respondent shall enroll in a
5 program that meets Board criteria for observed random biological fluid testing. The chemicals
6 tested shall be determined by the Board Chair or designee. Random testing shall be done at a
7 minimum of twice monthly for the first 12 months after which Respondent may request once a
8 month testing. Testing may be required more frequently as requested by the Board or its
9 designee. Respondent shall direct the Board-approved testing laboratory to provide a copy of
10 each test result to the Board. Respondent shall direct the Board-approved testing laboratory to
11 advise the Board or its designee within 7 days regarding any issue of noncompliance by
12 Respondent. Respondent shall notify the biological fluid testing laboratory and the Board, in
13 writing, of unavailability to test prior to an anticipated absence or if unable to provide a sample
14 due to illness. Respondent must submit in writing within 7 days of the missed specimen,
15 documentation from a treating physician who has personally evaluated Respondent on the day
16 of the requested screen that Respondent was not physically able to report to the laboratory for
17 biological fluid testing.

18 ***Failure to show for a random biological fluid test or failure to provide a random***
19 ***biological fluid sample on a day when a sample is requested by the Board, its designee***
20 ***or the laboratory will be considered an admission of a positive urine screening.*** The
21 following situations will also constitute ***an admission of a positive urine screen***: submission of
22 a specimen where the integrity has been compromised as indicated by the presence of
23 adulterants, with determination made by laboratory personnel; submission of a sample that is
24 below acceptable volume or temperature to be tested; failure to provide written advance notice

25 ...

1 of anticipated absence; and failure to provide written verification of illness from a physician
2 within 7 days of the missed specimen.

3 ***Failure to show for the random biological fluid test, failure to provide a random***
4 ***biological fluid sample*** or a positive drug screen showing evidence of any drug other than an
5 authorized medication ***will constitute a violation of this Order. A violation of this Order for***
6 ***those reasons will be deemed to be a threat to the public's health, safety and welfare.***
7 ***The Board may then summarily suspend Respondent's license and may impose***
8 ***disciplinary action including but not limited to suspension or revocation of Respondent's***
9 ***license, after notice and opportunity for a hearing. The issue at such hearing will be***
10 ***limited to whether Respondent violated this Order by failing to show for a random***
11 ***biological fluid test, failing to provide a random biological fluid sample or for having***
12 ***tested positive for any drug other than an authorized medication.***

13 12. Respondent shall abstain completely from the personal use of the following
14 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
15 and herbal or health preparations containing derivatives of controlled substances. Respondent
16 is fully responsible for any and all ingested materials and their contents.

17 13. Respondent shall abstain completely from the personal use of alcohol or
18 controlled substances or possession of controlled substances, as defined in the State Controlled
19 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a
20 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter
21 medications except plain aspirin, acetaminophen, or ibuprofen.

22 14. Orders prohibiting Respondent from personal use or possession of controlled
23 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully
24 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During
25 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider

1 to coordinate her health care needs and to be aware of all prescriptions utilized by Respondent.
2 Respondent shall immediately submit to that provider a copy of this Consent Agreement and
3 shall execute all release of information forms as required by the Board or its designee. The
4 medical care provider shall, within 14 days of the effective date of this Consent Agreement,
5 inform the Board, in writing, of knowledge of Respondent's Consent Agreement and provide a
6 list of medications prescribed for Respondent. During the duration of this Consent Agreement,
7 Respondent shall cause all providers to notify the Board of any additional medications ordered
8 by the provider. The notification shall be made in writing within 7 days of the provider's issuance
9 of the prescription.

10 15. If Respondent has a lawful prescription for a narcotic or mood-altering drug,
11 Respondent shall cause her prescribing provider to submit monthly reports to the Board by the
12 30th day of each month regarding the continued need for the prescribed narcotic or mood-
13 altering medications. The Board or its designee may, at any time, request the provider to
14 document the continued need for prescribed medications. Respondent shall keep a written
15 record of medications taken, including over the counter drugs, and produce such record upon
16 request by the Board or its designee.

17 GENERAL PROVISIONS

18 Provision of Clinical Supervision

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

21 Civil Penalty

22 17. Subject to the provisions set forth in paragraph 19, the Board imposes a civil
23 penalty against the Respondent in the amount of \$1,000.00.

24 18. 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 19. 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 20. 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 21. 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.

25 ...

1 22. 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 her 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(15)(n) and the Board will provide Respondent's
10 employer(s) with a copy of the Consent Agreement.

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

25 ...

1 24. Respondent shall practice social work using the name under which she is
2 licensed. If Respondent changes her name, she shall advise the Board of the name change as
3 prescribed under the Board's regulations and rules.

4 25. 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 she 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 she has successfully satisfied all terms and conditions in this Consent Agreement.
9 The Board has the sole discretion to determine whether all terms and conditions of this Consent
10 Agreement have been met and whether Respondent has adequately demonstrated that she has
11 addressed the issues contained in this Consent Agreement. In the event that the Board
12 determines that any or all terms and conditions of this Consent Agreement have not been met,
13 the Board may conduct such further proceedings as it determines are appropriate to address
14 those matters.

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

17 27. 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 28. This Consent Agreement shall be effective on the date of entry below.

20 29. 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 ...

24 ...

25 ...

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

2
3 Jamie L. Born
4 Jamie L. Born

11/20/14
Date

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

6 Dated this 12th day of December, 2014.

7
8 By: Tobi Zavala
9 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

10 ...
11 ...
12 **ORIGINAL** of the foregoing filed
This 12th day of December, 2014 with:

13 Arizona Board of Behavioral Health Examiners
14 3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

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

16 Marc Harris
17 Assistant Attorney General
1275 West Washington
18 Phoenix, Arizona 85007

19 **COPY** of the foregoing mailed via
Certified mail no. 70141200000066337536
20 This 12th day of December, 2014, to:

21 Jamie Born
Address of Record
22 Respondent

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

24
25 Donna Dalton, Assistant Director
602-542-1811