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

**In the Matter of:  
Jeffrey B. Harvey,  
LPC-11612, LISAC-10889,  
Licensed Professional Counselor,  
Licensed Independent Substance Abuse  
Counselor  
In the State of Arizona.**

**CASE NO. 2015-0117  
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(F) and 41-1092.07(F)(5), Jeffrey B. Harvey ("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 their right to such formal hearing concerning these allegations and irrevocably waives their 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 their  
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          8.       Respondent further understands that any violation of this Consent Agreement  
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
22 disciplinary action pursuant to A.R.S. § 32-3281.

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

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License Nos. LPC-11612 and LISAC-10889 for the  
4 practice of counseling in Arizona.

5 2. From 08/12 – 03/15, Respondent provided behavioral health services to a male  
6 client ("Client").

7 3. During treatment, Respondent acknowledges using inappropriate and offensive  
8 language with Client.

9 4. In response to the allegations, Respondent indicated:

10 a. Respondent used different theories and approaches when working with  
11 Client.

12 b. Respondent's inappropriate language is supported by literature.

13 c. Respondent recognized Client's background and history and believed the use  
14 of language met Client's level of understanding and therapeutic needs.

15 5. Respondent's conduct appears inappropriate for the following reasons:

16 a. There is no documentation in the clinical record that suggests that certain  
17 theories or approaches were being utilized, which would require the use of  
18 inappropriate language.

19 b. Respondent did not document his intent, therapeutic plan, or desired  
20 outcome for using such inappropriate language.

21 c. There is nothing in the clinical record suggesting that Respondent carefully  
22 weighed the potential benefits and consequences associated with such an  
23 irregular approach.

24 d. Respondent acknowledges that he did not consult with his supervisors  
25 regarding the use of such language.

1 6. During the course of Client's treatment, Respondent acknowledges being an AA  
2 sponsor to Client while simultaneously engaging in a professional therapeutic relationship.

3 7. In review of the clinical records subpoenaed by the Board:

4 a. During a 02/21/14 individual session, Respondent documented that he and  
5 Client developed a safety plan.

6 b. The clinical record did not contain a copy of the safety plan or any other  
7 documentation regarding the content of the safety plan.

8 8. When asked about safety plans, Respondent indicated that safety plans can  
9 either be discussed verbally or documented formally.

10 **CONCLUSIONS OF LAW**

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

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

17 3. The conduct and circumstances described in the Findings of Fact constitute a  
18 violation of A.R.S. § 32-3251(12)(y), engaging in a dual relationship with a client that could  
19 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.  
20 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously  
21 engages in both a professional and nonprofessional relationship with a client that is avoidable  
22 and not incidental.

23 4. The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(12)(m), engaging or offering to engage as a licensee in activities  
25 that are not congruent with the licensee's professional education, training or experience.

1 5. The conduct and circumstances described in the Findings of Fact constitute a  
2 violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice standards as  
3 developed by the Board as it relates to A.A.C. R4-6-1103, Client Record

4 **ORDER**

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

7 1. Respondent's license, LPC-11612 and LISAC-10889, will be placed on probation  
8 for 24 months, effective from the date of entry as signed below.

9 2. Respondent shall not practice under their licenses, LPC-11612 and LISAC-  
10 10889, unless they are fully compliant with all terms and conditions in this Consent Agreement.  
11 If, for any reason, Respondent is unable to comply with the terms and conditions of this  
12 Consent Agreement, they shall immediately notify the Board in writing and shall not practice  
13 under their license until they submit a written request to the Board to re-commence compliance  
14 with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or  
15 designee.

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

20 **Continuing Education**

21 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
22 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
23 three semester credit hour graduate level behavioral health ethics course from an accredited  
24 college or university, pre-approved by the Board Chair or designee. Upon completion,  
25

1 Respondent shall submit to the Board an official transcript establishing completion of the  
2 required course.

3 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
4 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
5 three semester credit hour graduate level behavioral health course in assessment, diagnosis  
6 and treatment from an accredited college or university, pre-approved by the Board Chair or  
7 designee. Upon completion, Respondent shall submit to the Board an official transcript  
8 establishing completion of the required course.

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

#### 15 Clinical Supervision

16 7. While on probation, Respondent shall submit to clinical supervision for 24 months  
17 by a masters or higher level behavioral health professional licensed at the independent level.  
18 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a  
19 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the  
20 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing his/her  
21 prior relationship to Respondent. In that letter, the clinical supervisor must address why he/she  
22 should be approved, acknowledge that he/she has reviewed the Consent Agreement and  
23 include the results of an initial assessment and a supervision plan regarding the proposed  
24 supervision of Respondent. The letter from the supervisor shall be submitted to the Board.  
25 ...

**Focus and Frequency of Clinical Supervision**

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2 8. The focus of the supervision shall relate to documentation, boundaries, ethics,  
3 clinical skills and therapy models. Respondent shall meet individually in person with the  
4 supervisor twice monthly.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 9. Respondent shall not provide clinical supervision while subject to this Consent  
8 Agreement.

9 **Civil Penalty**

10 10. Subject to the provisions set forth in paragraph 11, the Board imposes a civil  
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

6           14. If Respondent currently sees clients in their own private practice, and obtains any  
7 other type of behavioral health position, either as an employee or independent contractor, where  
8 they provide behavioral health services to clients of another individual or agency, they shall  
9 comply with requirements set forth in paragraphs 15 through 17 below.

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

18           16. If Respondent is not employed as of the effective date of this Order, within 10  
19 days of accepting employment in a position where Respondent provides any type of behavioral  
20 health related services or in a setting where any type of behavioral health, health care, or social  
21 services are provided, Respondent shall provide the Board Chair or designee with a written  
22 statement providing the contact information of their new employer and a signed statement from  
23 Respondent's new employer confirming Respondent provided the employer with a copy of this  
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board



1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
2 employer(s) with a copy of the Consent Agreement.

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

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

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

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this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.

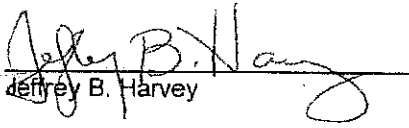
20. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.

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

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

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

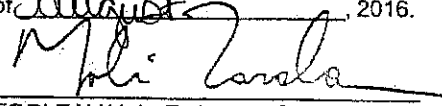
**PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

  
Jeffrey B. Harvey

8/03/2016  
Date

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

Dated this 24th day of August, 2016.

By: 

TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed  
This 24th day of August, 2016 with:

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

1 COPY of the foregoing mailed via Interagency Mail

This 24<sup>th</sup> day of August, 2016, to:

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

6 COPY of the foregoing mailed via

Certified mail no. 7014 2870 0001 P9517420

This 24<sup>th</sup> day of August, 2016, to:

7 Jeffrey B. Harvey  
8 Address of Record  
9 Respondent

10 COPY of the foregoing mailed via Mail

This 24<sup>th</sup> day of August, 2016 to:

11 Charlie Hover  
12 One North Central, Ste. 900  
13 Phoenix, AZ 85004  
14 Attorney for Respondent  
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