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

**In the Matter of:**

**William E. Cady, LPC-12929  
Licensed Professional Counselor,  
In the State of Arizona.**

**Respondent**

**CASE NO. 2016-0076**

**INTERIM CONSENT AGREEMENT**

By mutual agreement and understanding, between the Arizona State Board of Behavioral Health Examiners ("Board") and William E. Cady ("Respondent"), the parties enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Interim Consent Agreement") as an interim disposition of this matter.

**RECITALS**

Respondent understands and agrees that:

1. The Board may adopt this Interim Consent Agreement, or any part thereof, pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).

2. Respondent has read and understands this Interim Consent Agreement as set forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an attorney or has waived the opportunity to discuss this Interim Consent Agreement with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so agrees to abide by all of its terms and conditions.

3. By entering into this Interim Consent Agreement, Respondent freely and voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action, concerning the matters related to the Interim Consent Agreement.

1           4.       Respondent understands that this Interim Consent Agreement does not  
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending  
3 before the Board and does not constitute any waiver, express or implied, of the Board's  
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,  
5 or proceedings. Respondent also understands that acceptance of this Interim Consent  
6 Agreement does not preclude any other agency, subdivision, or officer of this State from  
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this  
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim  
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this  
10 agreement as an interim compromise of a pending matter. Respondent further does not  
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial  
12 review or any other administrative and/or judicial action, concerning the matters related to a  
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of  
14 this matter.

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

20           6.       Respondent understands that this Interim Consent Agreement shall not become  
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22           7.       Respondent understands and agrees that if the Board does not adopt this  
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's  
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or  
25 other similar defense.

1 8. Respondent understands that this Interim Consent Agreement is a public record  
2 that may be publicly disseminated as a formal action of the Board, and that it shall be reported  
3 as required by law to the National Practitioner Data Bank.

4 9. Respondent understands that this Interim Consent Agreement does not alleviate  
5 their responsibility to comply with the applicable license-renewal statutes and rules. If this  
6 Interim Consent Agreement remains in effect at the time Respondent's behavioral health  
7 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain  
8 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and  
9 rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),  
10 become suspended until the Board takes final action in this matter. Once the Board takes final  
11 action, in order for Respondent to be licensed in the future, they must submit a new application  
12 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

13 10. Respondent understands that any violation of this Interim Consent Agreement  
14 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,  
15 consent agreement, term of probation or stipulated agreement, and may result in disciplinary  
16 action under A.R.S. § 32-3281.

17 Respondent understands and agrees that:

18 **INTERIM FINDINGS OF FACT**

19 1. The Board is the duly constituted authority for licensing and regulating the  
20 practice of counseling in the State of Arizona.

21 2. Respondent is the holder of License No. LPC-12929.

22 3. In 02/16, Respondent entered into a Consent Agreement with the Board due to  
23 alcohol use and behavioral health issues.

24 4. Respondent was not compliant with the terms and stipulations of Board's  
25 Consent Agreement.

1 5. In 12/16, based on Respondent's reported condition of behavioral health issues  
2 affecting his ability to practice, Respondent agreed to enter into this Interim Consent  
3 Agreement.

4 **INTERIM CONCLUSIONS OF LAW**

5 1. The Board possesses subject matter and personal jurisdiction over Respondent  
6 pursuant to A.R.S. § 32-3251 *et seq.*

7 2. The Board is authorized to enter into an interim consent agreement with a  
8 licensed professional counselor to limit or restrict the professional's practice in order to protect  
9 the public and ensure that the professional is able to safely engage in the practice of licensed  
10 professional counselor pursuant to A.R.S. § 32-3281.

11 **INTERIM ORDER**

12 Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to  
13 the authority granted to the Board under A.R.S. § 32-3281:

14 **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until  
15 such time as they submit a written request for the reinstatement of their license to the Board and  
16 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its  
17 discretion, require any combination of staff-approved physical, psychiatric, or psychological  
18 examinations, or other types of examinations, evaluations or interviews it believes are  
19 necessary to assist the Board in determining whether Respondent is able to safely and  
20 competently return to the practice of counseling. The Board's affirmative approval to permit  
21 Respondent to return to practicing under their license shall not preclude the Board from taking  
22 any other action it deems appropriate based upon the conduct set forth in the Interim Findings  
23 of Fact.

24 Respondent's agreement not to practice under License No. LPC-12929 will be  
25 considered an interim suspension of their license.

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

William E. Cady  
William E. Cady

01-07-17  
Date

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

Dated this 7<sup>th</sup> day of July, 2017.

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

**ORIGINAL** of the foregoing filed  
This 7<sup>th</sup> day of February, 2017, with:

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

**COPY** of the foregoing mailed via Interagency Mail  
This 7<sup>th</sup> day of February, 2017, to:

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

**COPY** of the foregoing mailed via  
Certified mail no. 704 1200000000339400  
This 7<sup>th</sup> day of February, 2017, to:

William Cady  
Address of Record  
Respondent

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

3 **In the Matter of:**

4 **William E. Cady, LPC-12929,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7                                   **RESPONDENT**

**CASE NO. 2016-0076**

**CONSENT AGREEMENT**

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

14                                   **RECITALS**

15           Respondent understands and agrees that:

16           1.     Any record prepared in this matter, all investigative materials prepared or  
17 received by the Board concerning the allegations, and all related materials and exhibits may be  
18 retained in the Board's file pertaining to this matter.

19           2.     Respondent has the right to a formal administrative hearing at which Respondent  
20 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably  
21 waives his right to such formal hearing concerning these allegations and irrevocably waives his  
22 right to any rehearing or judicial review relating to the allegations contained in this Consent  
23 Agreement.

24           3.     Respondent has the right to consult with an attorney prior to entering into this  
25 Consent Agreement.

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

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

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

25    ...

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LPC-12929 for the practice of  
3 counseling in Arizona.

4 2. From approximately 2004-2014, Respondent was sober from alcohol.

5 3. In late 2014, Respondent relapsed.

6 4. On 02/10/15, Respondent was admitted to the hospital for behavioral health  
7 issues.

8 5. Upon his discharge from the hospital, Respondent completed a 30-day  
9 rehabilitation program and then transferred to a 60-day sober living program.

10 6. In 05/15, Respondent began treatment with a psychiatrist, and in 06/15 began  
11 therapy with a psychologist.

12 7. Respondent's current relapse prevention efforts include:

13 a. Meeting with psychiatrist

14 b. Meeting with therapist

15 c. Talking with friends and support people if urges occur

16 8. Respondent reports maintaining sobriety from alcohol since 02/10/15.

17 **CONCLUSIONS OF LAW**

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

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

24 ...

25 ...



1 **ORDER**

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

4 1. Respondent's license, LPC-12929, 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 his license, LPC-12929, unless he is fully  
7 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, he  
9 shall immediately notify the Board in writing and shall not practice under his license until he  
10 submits 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 he is granted approval to re-commence compliance with the Consent Agreement.

15 **Psychiatrist**

16 4. Respondent shall continue care with a psychiatrist. Within 30 days, Respondent  
17 shall submit the name and curriculum vitae of his current psychiatrist. Also within 30 days of the  
18 date of this Consent Agreement, the psychiatrist shall submit a letter acknowledging that he/she  
19 has reviewed the Consent Agreement and include the results of his/her initial assessment and  
20 ongoing recommendations for proposed treatment for Respondent.

21 **Frequency of Visits**

22 5. Respondent shall meet in person with the psychiatrist no less than every eight  
23 weeks or as recommended by the psychiatrist.

24 **Reports**

25 6. The psychiatrist shall submit quarterly reports and a final summary report to the

1 Board for review and approval. The quarterly reports shall include issues presented in this  
2 Consent Agreement that need to be reported and the psychiatrist shall notify the Board if  
3 ongoing psychiatric care is needed. The reports shall address Respondent's current mental  
4 health status, medications prescribed, if any, treatment recommendation, and shall report if, in  
5 his/her professional opinion, Respondent becomes unable to practice psychotherapy safely and  
6 competently. The final report shall also contain a recommendation as to whether the  
7 Respondent should be released from this Consent Agreement.

#### 8 Change of Psychiatrist

9 7. In the event that, during the period of Respondent's probation, Respondent's  
10 psychiatrist discontinues treatment, Respondent shall submit the name of a new psychiatrist  
11 and the psychiatrist's curriculum vitae for pre-approval by the Board Chair or designee within 30  
12 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
13 treatment, the proposed psychiatrist shall submit a letter addressing why he/she should be  
14 approved, acknowledging that he/she has reviewed the Consent Agreement, and include the  
15 results of his/her initial assessment and ongoing recommendations for proposed treatment for  
16 Respondent.

#### 17 Therapy

18 8. During the period of probation, Respondent shall attend therapy with a masters  
19 or higher level behavioral health professional licensed at the independent level. Within 30 days  
20 of the date of this Consent Agreement, Respondent shall submit the name of his current  
21 therapist and the therapist's curriculum vitae for approval by the Board Chair or designee. Also  
22 within 30 days of the date of this Consent Agreement, the therapist shall submit a letter  
23 acknowledging that he/she has reviewed the Consent Agreement and include the results of an  
24 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

25 9. Upon request, the Board will provide the therapist with copies of any required

1 evaluations completed at the request of the Board prior to this Consent Agreement and the  
2 Board's investigative report.

3 **Frequency of Therapy**

4 10. Respondent shall meet in person with the therapist every two weeks or as  
5 recommended by the therapist.

6 **Reports**

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

15 **Change of Therapist**

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

24 **Recovery Program**

25 13. While on probation, Respondent shall attend recovery support meetings at a

1 minimum of once per week. Respondent shall obtain a sponsor, mentor, or group leader and  
2 that individual shall provide quarterly reports to the Board Chair or designee attesting to  
3 Respondent's attendance and participation.

#### 4 GENERAL PROVISIONS

##### 5 Provision of Clinical Supervision

6 14. Respondent shall not provide clinical supervision while subject to this Consent  
7 Agreement.

##### 8 Civil Penalty

9 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil  
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

24 18. The Board reserves the right to take further disciplinary action against  
25 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

4 19. If Respondent currently sees clients in their own private practice, and obtains any  
5 other type of behavioral health position, either as an employee or independent contractor, where  
6 he provides behavioral health services to clients of another individual or agency, he shall  
7 comply with requirements set forth in paragraphs 20 through 22 below.

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

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

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

15           23. Respondent shall practice behavioral health using the name under which he is  
16 licensed. If Respondent changes his name, he shall advise the Board of the name change as  
17 prescribed under the Board's regulations and rules.

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

1 determines that any or all terms and conditions of this Consent Agreement have not been met,  
2 the Board may conduct such further proceedings as it determines are appropriate to address  
3 those matters.

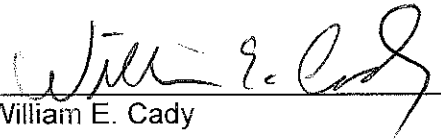
4 25. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

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

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

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


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

13   
14 William E. Cady

11 Feb 2016  
Date

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

16 Dated this 17<sup>th</sup> day of February, 2016.

17  
18 By:   
19 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed  
This 17<sup>th</sup> day of February, 2016 with:

2 Arizona Board of Behavioral Health Examiners  
3 3443 N. Central Ave., Suite 1700  
4 Phoenix, AZ 85012

5 COPY of the foregoing mailed via Interagency Mail  
This 17<sup>th</sup> day of February, 2016, to:

6 Marc Harris  
7 Assistant Attorney General  
8 1275 West Washington  
9 Phoenix, Arizona 85007

10 COPY of the foregoing mailed via  
11 Certified mail no. 70142870000189575280  
12 This 17<sup>th</sup> day of February, 2016, to:

13 William E. Cady  
14 Address of Record  
15 Respondent  
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