

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 their
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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 they have failed to comply with the
23 terms of this Consent Agreement or of the practice act.

24 ...

25 ...

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 No. LCSW-11626 for the practice of social
4 work in Arizona.

5 **Case No. 2017-0071**

6 2. From 08/15 – 12/15, Respondent provided individual counseling sessions to a
7 minor child ("Child").

8 3. During the course of treatment, Child's mother ("Mother") made Respondent
9 aware that the paternal grandparents ("Grandparents") were seeking visitation rights as the
10 father was now deceased.

11 4. Approximately 8 months following Respondent's last counseling session with
12 Child, Respondent provided testimony in court, at the request of Mother's attorney.

13 5. During her testimony, Respondent offered the following information:

14 a. Mother is a fit parent.

15 b. Grandparents should not have visitation at this time.

16 6. Following Respondent's testimony, the court issued a 09/16 Under Advisement
17 Ruling for Third Party Visitation, which indicated the following:

18 a. Respondent testified that she believed Child was suffering from PTSD and
19 was concerned that Grandparents may pose a risk as a possible trigger for
20 further PTSD symptoms for Child.

21 b. Respondent testified that she found Mother to be a fit parent.

22 c. It is ordered denying Grandparents' Petition to establish third party visitation.

23 7. When questioned about her testimony by Board staff, Respondent indicated the
24 following:

25 a. The children never relayed any information about Grandparents to

1 Respondent.

2 b. Respondent's concerns about Grandparents came from Mother.

3 **Case No. 2017-0085**

4 8. From 05/15 – 12/16, Respondent provided behavioral health services to two
5 minor children ("Children").

6 9. During their initial session, Respondent was made aware that Children's mother
7 ("Mother") and father ("Father") were involved in a contentious relationship and were seeking
8 divorce.

9 10. In 10/15, the court issued a ruling indicating:

10 a. It is ordered that Mother's parenting time be temporarily suspended pending
11 further court order.

12 b. Evidence indicates Mother lacks insight into her serious mental health issues
13 and/or is in denial regarding the severity of those issues.

14 c. At this time, Mother having unsupervised parenting time would seriously
15 endanger Children's physical, mental, moral, or emotional health.

16 11. During the course of treatment, Respondent authored 4 separate treatment
17 summaries to the court regarding Children.

18 12. Respondent's treatment summaries offered recommendations that were outside
19 the scope of her therapeutic responsibilities to Children.

20 13. In her 03/16 summary, Respondent recommended that Mother's visitation with
21 Children be increased with no supervision requirement.

22 14. In her 06/16 summary, Respondent recommended:

23 a. Mother's visitation be increased to 50/50 with no supervision requirement.

24 b. Father participate in a psychological evaluation to rule out any mental health
25 diagnosis.

- 1 c. In the past, Father has requested to leave Children in the care of his parents.
2 d. It has been reported that the grandfather is a chronic alcoholic and has a
3 history of alleged perpetration of sexual abuse.
4 e. Not only is this a potentially dangerous situation for Children, but it calls into
5 question Father's judgment.

6 15. Respondent also acknowledges testifying in court on 2 occasions, both at the
7 request of Mother, where again she provided recommendations.

8 **CONCLUSIONS OF LAW**

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

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

15 3. The conduct and circumstances described in the Findings of Fact constitute a
16 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
17 that are not congruent with the licensee's professional education, training or experience.

18 **ORDER**

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

21 1. Respondent's license, LCSW-11626, will be placed on probation for 24 months,
22 effective from the date of entry as signed below.

23 2. Respondent shall not practice under their license, LCSW-11626, unless they are
24 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
25 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they

1 shall immediately notify the Board in writing and shall not practice under their license until they
2 submit a written request to the Board to re-commence compliance with this Consent
3 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

8 Continuing Education

9 4. 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 3 clock
11 hours of continuing education addressing countertransference. All required continuing education
12 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
13 submit a certificate of completion of the required continuing education.

14 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 12
16 clock hours of continuing education addressing high conflict cases and family law. All required
17 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
18 Respondent shall submit a certificate of completion of the required continuing education.

19 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
20 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
21 three semester credit hour graduate level behavioral health ethics course from an accredited
22 college or university, pre-approved by the Board Chair or designee. Upon completion,
23 Respondent shall submit to the Board an official transcript establishing completion of the
24 required course.

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1 Clinical Supervision

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

11 Focus and Frequency of Clinical Supervision

12 8. The focus of the supervision shall relate to ethical decision making, self-
13 awareness, countertransference, and scope of practice. Respondent shall meet in person with
14 the supervisor weekly for the first 12 months. Following the first 12 months, the frequency shall
15 be at the recommendation of the supervisor.

16 Reports

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

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

24 10. All quarterly supervision reports shall include a copy of clinical supervision
25 documentation maintained for that quarter. All clinical supervision documentation maintained by

1 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

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

6 Change of Clinical Supervisor During Probation

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

14 GENERAL PROVISIONS

15 Provision of Clinical Supervision

16 13. Respondent shall not provide clinical supervision while subject to this Consent
17 Agreement.

18 Civil Penalty

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

21 15. Respondent's payment of the civil penalty shall be stayed so long as Respondent
22 remains compliant with the terms of this Consent Agreement. If Board staff determines that
23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
24 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
25 be automatically lifted and payment of the civil penalty shall be made by certified check or

1 money order payable to the Board within 30 days after being notified in writing of the lifting of
2 the stay.

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

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

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

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

1 copy of the Consent Agreement.

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

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

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

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

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

17 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

20 27. 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 Kristina J. Murphy
3 Kristina J. Murphy

8/14/17
Date

4 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

5 Dated this 18th day of August, 2017.

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

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10
11 ORIGINAL of the foregoing filed
This 18th day of August, 2017 with:

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

14 COPY of the foregoing mailed via Interagency Mail
15 This 18th day of August, 2017, to:

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

18 COPY of the foregoing mailed via
19 Certified mail no. 70162140 0000 18041218
This 18th day of August, 2017, to:

20 Kristina J. Murphy
21 Address of Record
Respondent