

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

2 **In the Matter of:**

CASE NO. 2017-0080

3 **Karen M. Bagley, LMSW-15686,**
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 August 9th, 2018. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated August 9th, 2018.

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 August 9th, 2018.

15 By:



Sep 20, 2019

16 TOBI ZAVALA, Executive Director
17 Arizona Board of Behavioral Health Examiners

Date

18 **ORIGINAL** of the foregoing filed
19 with:

Sep 20, 2019

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically
24 to:

Sep 20, 2019

25 Karen M. Bagley
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Karen M. Bagley, LMSW-15686,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2017-0080
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), Karen M. Bagley ("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 their right to such formal hearing concerning these allegations and irrevocably waives
22 their 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 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. LMSW-15686 for the practice of social
4 work in Arizona.

5 2. In 01/17, the Board received a complaint from Respondent's colleague
6 ("Colleague"), which indicated the following:

7 a. In 11/16, Respondent shared that she was depressed.

8 b. A few weeks later, Respondent sent several text messages to Colleague
9 indicating that she had serious behavioral health issues.

10 3. In response to the allegations, Respondent acknowledged having serious and
11 existing behavioral health issues.

12 4. Following Respondent's acknowledgement, Respondent voluntarily agreed to
13 enter into an Interim Consent Agreement with the Board, agreeing not to practice for an
14 unspecified amount of time.

15 5. In 07/17, Respondent requested to be released from her Interim Consent
16 Agreement.

17 6. Upon the Board's review of the matter, the Board voted to deny Respondent's
18 request based partially on the following concerns:

19 a. Respondent has had 4 alcohol related incidents of increasing severity over the
20 past 10 years.

21 b. Respondent continued to drink alcohol despite concerns by a medical
22 professional.

23 c. Respondent drinks alcohol while taking prescribed medication for an injury.

24 7. In 02/18, Respondent submitted a second request to be released from her
25 Interim Consent Agreement.

1 **Reports**

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

10 **Change of Therapist**

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

18 **Early Release**

19 10. After 12 months and upon the therapist's recommendation, Respondent may
20 request early release from the Consent Agreement if all other terms of the Consent Agreement
21 have been met.

22 **GENERAL PROVISIONS**

23 **Provision of Clinical Supervision**

24 11. Respondent shall not provide clinical supervision while subject to this Consent
25 Agreement.

Civil Penalty

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

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

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

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

16. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided,

1 Respondent shall provide the Board Chair or designee with a signed statement from
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
5 copy of the Consent Agreement.

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

16 18. If, during the period of Respondent's probation, Respondent changes
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
18 extended leave of absence for whatever reason that may impact their ability to timely comply
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
20 the Board of their change of employment status. After the change and within 10 days of
21 accepting employment in a position where Respondent provides any type of behavioral health
22 related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee a written
24 statement providing the contact information of their new employer(s) and a signed statement
25 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a

1 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
2 the Board within 10 days, as required, Respondent's failure to provide the required statement to
3 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
4 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

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

1 subsequent violation occurs.

2

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

4

5 Karen Bagley
Karen M. Bagley

8/7/18
Date

6

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

8

9 Dated this 9th day of August, 2018.

10

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

12

13 **ORIGINAL** of the foregoing filed

14 This 9th day of August, 2018 with:

15 Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
16 Phoenix, AZ 85007

17 **COPY** of the foregoing, mailed via Interagency Mail

This 9th day of August, 2018, to:

18 Marc Harris
Assistant Attorney General
19 2005 North Central Avenue
Phoenix, AZ 85004

20 **COPY** of the foregoing mailed via

21 Certified mail no. 9489009000276060230452

This 9th day of August, 2018, to:

22 Karen M. Bagley
23 Address of Record
24 Respondent

25

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

3 **In the Matter of:**
4 **Karen M. Bagley, LMSW-15686,**
5 **Licensed Master's Social Worker,**
6 **In the State of Arizona.**

CASE NO. 2017-0080
INTERIM CONSENT AGREEMENT

Respondent

7
8 By mutual agreement and understanding, between the Arizona State Board of
9 Behavioral Health Examiners ("Board") and Karen M. Bagley ("Respondent"), the parties enter
10 into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Interim
11 Consent Agreement") as an interim disposition of this matter.

12 **RECITALS**

13 Respondent understands and agrees that:

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

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

21 3. By entering into this Interim Consent Agreement, Respondent freely and
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action, concerning the matters related to the Interim Consent
25 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 Agreement. The Interim Consent Agreement is intended to protect the public and ensure that
2 Respondent is able to safely engage in the practice of behavioral health in Arizona.

3 **INTERIM CONCLUSIONS OF LAW**

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

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

10 **INTERIM ORDER**

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

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

23 Respondent's agreement not to practice under License No. LMSW-15686 will be
24 considered an interim suspension of their license.
25 ...

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Karen Bagley
Karen M. Bagley

3/6/17
Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 12th day of April, 2017

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

ORIGINAL of the foregoing filed

This 12th day of April, 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 12th day of April, 2017, to:

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

COPY of the foregoing mailed via

Certified mail no. 7016 2140 0000 18040525
This 12th day of April, 2017, to:

Karen M. Bagley
Address of Record
Respondent