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

In the Matter of:

**Jill M. Sena, LAC-16069,
Licensed Associate Counselor,
In the State of Arizona.**

RESPONDENT

**CASE NOS.
2018-0039 & 2018-0040
CONSENT AGREEMENT**

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), Jill M. Sena ("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.
3. Respondent has the right to consult with an attorney prior to entering into this 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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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.

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

2 **FINDINGS OF FACT**

3 **Case Nos. 2018-0039 & 2018-00440**

4 1. Respondent is the holder of License No. LAC-16069 for the practice of
5 counseling in Arizona.

6 2. From 03/17 – 10/17, Respondent was employed at a behavioral health agency
7 (“Agency”).

8 3. From 07/17 – 08/17, Respondent provided individual and group therapy to an
9 adult female client (“Client”) who was receiving residential treatment.

10 4. During Client’s treatment, the following was documented throughout the clinical
11 record:

- 12 a. Client is working on relationship issues and trauma.
- 13 b. Client is frightened to say goodbye to Respondent.
- 14 c. Client has been working on her attachment issues with Respondent.
- 15 d. Client is struggling to leave treatment and feels like she is going to start
16 feeling abandoned.
- 17 e. She feels like she does not matter.

18 5. Soon after Client’s discharge from treatment, with full knowledge that Client
19 struggled with healthy boundaries, attachment issues, and trauma, Respondent engaged in a
20 personal relationship with Client.

21 6. Respondent’s conduct is particularly concerning when considering her apparent
22 disregard of Client’s vulnerabilities, as well as Agency’s boundary policy, which states:

- 23 a. “Undue familiarity, inappropriate, non-professional, social and/or sexual
24 relationships between a staff member and a patient is strictly prohibited and
25 in violation of the zero tolerance policy.”

1 b. "For the purposes of this policy, a patient is defined as an individual who is
2 currently an in-patient, partial hospitalization patient, an out-patient and/or an
3 individual who has received treatment on the unit at any time within the past
4 two (2) years."

5 7. In review of Respondent's phone records, Board staff identified that, between
6 08/21/17 – 09/14/17, Respondent and Client exchanged approximately 1,140 text messages.

7 8. In addition, they exchanged multiple phone calls and communicated during late
8 hours of the night.

9 9. According to Respondent, around 09/14/17, Respondent ended contact with
10 Client.

11 10. On 10/03/17, Client returned to Agency and disclosed her relationship with
12 Respondent.

13 11. As a result, Agency conducted an investigation into this matter, which revealed
14 the following:

15 a. On 10/03/17, Client came back for further treatment.

16 b. Client told an Agency staff member that "she had relapsed into her eating
17 disorder after being 'traumatized by her trauma therapist'."

18 c. Client reported that Respondent kept in touch with her personally via text and
19 phone calls, and they met for lunch on one occasion.

20 d. Respondent told Client that her supervisor told her that they could no longer
21 communicate and abruptly ended the relationship.

22 e. This triggered Client's past abandonment issues.

23 f. "[Client] further stated that she became suicidal over the weekend and wrote
24 goodbye notes to all her friends and family."

25 ...

1 g. A review of the evidence substantiates that Respondent did, in fact, engage
2 in a dual relationship with a former patient, violating the ACA and Agency's
3 code of ethics as well as the Zero Tolerance Policy.

4 h. The severity of Respondent's actions is grounds for immediate termination.

5 12. On 10/04/17, Agency placed Respondent on suspension.

6 13. On 10/06/17, Respondent submitted her immediate resignation.

7 14. At no time did Respondent inform the Board of her employment with Agency as
8 required.

9 **CONCLUSIONS OF LAW**

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

13 2. The conduct and circumstances described in the Findings of Fact constitute a
14 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized
15 standards of ethics in the behavioral health profession or that constitutes a danger to the health,
16 welfare or safety of a client, as it relates to the following section of the 2014 ACA Code of
17 Ethics:

18 **A.6.e. Nonprofessional Interactions or Relationships:**

19 Counselors avoid entering into nonprofessional relationships with
20 former clients, their romantic partners, or their family members when
21 the interaction is potentially harmful to the client. This applies to both
22 in-person and electronic interactions or relationships.

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

1 4. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
3 applicable to the practice of behavioral health, as it relates to A.A.C. R4-6-205, Change of
4 Contact Information.

5 **ORDER**

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

8 1. Respondent's license, LAC-16069, will be placed on probation for 24 months,
9 effective from the date of entry as signed below.

10 2. Respondent shall not practice under their license, LAC-16069, unless they are
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
13 shall immediately notify the Board in writing and shall not practice under their license until they
14 submit a written request to the Board to re-commence compliance with this Consent
15 Agreement. All such requests shall be pre-approved by the Board Chair or 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 complete 6 clock
23 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
24 All required continuing education shall be pre-approved by the Board Chair or designee. Upon

25 ...

1 completion, Respondent shall submit a certificate of completion of the required continuing
2 education.

3 Clinical Supervision

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

13 Focus and Frequency of Clinical Supervision

14 6. The focus of the supervision shall relate to boundaries, co-dependence, and
15 countertransference. Respondent shall meet individually in person with the supervisor at a
16 minimum of once weekly for 12 months. Following the initial 12 months, the frequency shall be
17 at the recommendation of the supervisor.

18 Change of Clinical Supervisor During Probation

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

1 **Therapy**

2 8. During the period of probation, Respondent shall attend therapy for 24 months
3 with 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
5 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
6 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
7 a letter addressing why they should be approved, acknowledging that they have reviewed the
8 Consent Agreement and include the results of an initial assessment and a treatment plan
9 regarding the proposed treatment of Respondent.

10 9. Upon approval, the Board will provide the therapist with copies of any required
11 evaluations completed at the request of the Board prior to this Consent Agreement and the
12 Board's investigative report.

13 **Focus and Frequency of Therapy**

14 10. The focus of the therapy shall relate to co-dependence, boundaries, strengths,
15 triggers, and people-pleasing behaviors. Respondent shall meet in person with the therapist
16 twice monthly for 6 months. Following the initial 6 months, the frequency shall be at the
17 recommendation of the therapist.

18 **Change of Therapist**

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

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 12. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 **Civil Penalty**

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

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

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

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

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

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

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

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

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

18 22. 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 they 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 they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

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

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

6 24. 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 25. This Consent Agreement shall be effective on the date of entry below.

9 26. 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
13 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

14 Jill M. Sena
15 Jill M. Sena

2/25/18
Date

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

17 Dated this 18 day of March, 2018.

18
19 By: Tobi Zavala
20 TOBI ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

22 **ORIGINAL** of the foregoing filed
23 This 18 day of March, 2018 with:

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

1 COPY of the foregoing mailed via Interagency Mail
This 1st day of March, 2018, to:

2 Marc Harris
3 Assistant Attorney General
4 2005 North Central Avenue
5 Phoenix, AZ 85004-1592

6 COPY of the foregoing mailed via
Certified mail no. 9489009000216050070303
This 1st day of March, 2018, to:

7 Jill M. Sena
8 Address of Record
9 Respondent

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