

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

**In the Matter of:**

**Cyrus J. Behrana, LAC Applicant,  
Applicant for Licensed Associate  
Counselor,  
In the State of Arizona.**

**CASE NO. 2018-0057**

**CONSENT AGREEMENT  
FOR ISSUANCE OF LICENSE**

**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), Cyrus J. Behrana ("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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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. On 08/26/16, Respondent submitted his application for Licensed Associate  
4 Counselor in Arizona.

5 2. From approximately 02/15 – 09/17, Respondent provided behavioral health  
6 services under the supervision of a licensed psychologist (“Supervisor”).

7 3. Both Respondent and Supervisor acknowledge that Respondent provided  
8 psychotherapeutic services, and that Respondent was internally referred to as an intern.

9 4. At the request of Board staff, Supervisor submitted a list of Respondent’s clients  
10 including Respondent’s payment log.

11 5. From approximately 02/15 – 09/17, Respondent treated 11 clients and received  
12 \$13,550.00 in client payments.

13 6. All payments were directly made to Respondent through cash, personal check or  
14 debit/credit card.

15 7. In review of the conditions under A.R.S. § 32-3271, Respondent did not qualify  
16 under any of the possible licensure exemptions that would have allowed him to engage in the  
17 practice of psychotherapy without licensure.

18 8. Most notably:

19 a. Respondent was not a student, intern or trainee who was currently pursuing a  
20 course of study from an accredited institution.

21 b. Respondent did not work for an ADHS licensed facility.

22 9. Given the fact that Respondent failed to meet any of the possible exemptions to  
23 licensure, it appears that Respondent wrongfully engaged in, and received payment for, the  
24 unauthorized practice of psychotherapy for more than two years and half years.

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1           10. In addition to the aforementioned issues, in 02/15, Respondent filed for the  
2 incorporation of his L.L.C. counseling business ("Respondent's Business").

3           11. With regard to his business, Respondent acknowledged that prior to 09/13/17,  
4 clients paid Respondent's Business directly.

5           12. During his investigative interview with Board staff, Respondent indicated the  
6 following:

7           a. Although Respondent and Supervisor identify him as an intern, all of the  
8 clients that he sees refer to him as their therapist.

9           b. Occasionally, when a client would pay by check, they would make the check out  
10 to Respondent's Business instead of just Respondent's name.

11           c. When asked how his clients knew about Respondent's Business,  
12 Respondent indicated, "Um I think I may have mentioned it. I probably  
13 mentioned it, you're right. And that probably should not have been done."

14           d. Supervisor was aware that Respondent was charging his clients directly to  
15 himself or Respondent's Business.

16           13. During email correspondence with Board staff, Supervisor indicated the following:

17           a. Once it was brought to Supervisor's attention that an ADHS license was  
18 needed in order for Respondent to provide supervised counseling services,  
19 Respondent and Supervisor discontinued their supervisory arrangement and  
20 transferred the care of his clients.

21           b. Respondent did not have a 1099 or W2, as he was not an employee.

22           c. Respondent never received any sort of payment from the agency directly.

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1 **CONCLUSIONS OF LAW**

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

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

8 **ORDER**

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

11 1. Respondent's application to be a Licensed Associate Counselor is approved  
12 pending Respondent's passage of the required examination.

13 2. The license issued to Respondent pursuant to paragraph 1 will be immediately  
14 placed on probation for 12 months.

15 3. Respondent shall not practice under their license unless they are fully compliant  
16 with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is  
17 unable to comply with the terms and conditions of this Consent Agreement, they shall  
18 immediately notify the Board in writing and shall not practice under their license until they  
19 submit a written request to the Board to re-commence compliance with this Consent  
20 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

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1 **Clinical Supervision**

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

11 **Focus and Frequency of Clinical Supervision**

12 6. The focus of the supervision shall relate to the Board's rules and statutes,  
13 professional conduct, and behavioral health ethics. Respondent shall meet individually in person  
14 with the supervisor at a minimum of once weekly for 12 months.

15 **Change of Clinical Supervisor During Probation**

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

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

5 **Civil Penalty**

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

8 10. 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 11. 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 12. 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 13. 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 14 through 16 below.

7 14. 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 15. 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           16. 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           17. 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           18. 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.

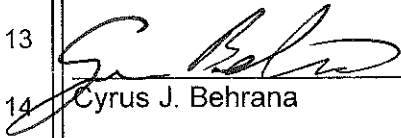
4 19. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

6 20. 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 21. This Consent Agreement shall be effective on the date of entry below.

9 22. 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**

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14 \_\_\_\_\_  
Cyrus J. Behrana

\_\_\_\_\_ 12/4/18  
Date

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

16 Dated this 9th day of July, 2018

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

22 **ORIGINAL** of the foregoing filed  
23 This 9th day of July, 2018 with:

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

1 COPY of the foregoing mailed via Interagency Mail  
This 9<sup>th</sup> day of July, 2018, to:

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

5 COPY of the foregoing mailed via  
6 Certified mail no. 9489009000276060248902 18  
This 9<sup>th</sup> day of July, 2018, to:

7 Cyrus J. Behrana  
8 Address of Record  
Respondent

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