

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 between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

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-11454 for the practice of social
4 work in Arizona.

5 2. From 08/12 – 12/14, Respondent provided individual therapy to an adult female
6 client ("Client").

7 3. In review of the clinical record, it is evident that Client struggled extensively with
8 boundary and transference issues. For example:

9 a. 12/12/12 Progress Note:

- 10 • "She revealed to [Respondent] that she struggles with the client/therapist
11 relationship as she finds herself wanting more comfort."

12 b. 01/09/13 Progress Note:

- 13 • "Discussion about transference in therapy as she has expressed feelings
14 for [Respondent]."

15 c. 02/13/13 Progress Note:

- 16 • "She states continued hurt feelings by therapeutic relationship and her
17 desire to have physical affection from [Respondent]."

18 d. 03/13/13 Progress Note:

- 19 • "She states that she continues to feel very confused by her feelings for
20 her therapist and has at times felt they may be sexual in nature."

21 e. 03/21/14 Progress Note:

- 22 • "She states she has felt very emotional, overwhelmed, [and] anxious and
23 increase in transference feelings toward [Respondent]."

24 4. Despite Client's ongoing expressions and verbal indications of serious
25 transference and boundary issues, Respondent engaged in a dual relationship with Client.

1 5. Around 05/14, while still providing professional counseling services to Client,
2 Respondent acknowledges texting Client and inviting her to Respondent's home to adopt a
3 puppy.

4 6. Respondent also acknowledges allowing her children to stay at Client's home to
5 provide dog sitting services, which Client paid for.

6 7. During her investigative interview with Board staff, Respondent acknowledged
7 the following:

- 8 a. While Client was still in treatment, Respondent did go to her house.
- 9 b. Respondent went over with her children a few times per week.
- 10 c. Respondent's children also had a sitter who would take them to Client's to
11 help watch the puppy.
- 12 d. There was one instance when Client was studying for her dental board exam,
13 and Respondent left her some soup.
- 14 e. Respondent's children were paid by Client for watching the dog.

15 8. For several years, and throughout numerous counseling sessions, Client
16 expressed serious, ongoing issues with maintaining appropriate boundaries with Respondent,
17 which is evident by the clinical record.

18 9. With full knowledge of Client's vulnerabilities, Respondent engaged in a dual
19 relationship with her behavioral health client that was both avoidable and not incidental.

20 10. Immediately following their final counseling session in 12/14, Respondent
21 continued her inappropriate relationship with Client.

22 11. Respondent and Client's post-therapeutic relationship seemingly evolved and
23 even included highly personal connections between their families and children.

24 12. Through her written and verbal statements, Respondent acknowledged the
25 following:

- 1 a. After the client/therapist relationship ended, Client asked Respondent to be
- 2 her son's godmother.
- 3 b. The therapy relationship was dissolved, and Respondent did not see this
- 4 arrangement as harmful to Client.
- 5 c. Respondent and Client became friends with each other on Facebook as soon
- 6 as their therapeutic relationship ended.
- 7 d. Their families would have dinner together, go on hikes, and spend a lot of
- 8 time together.
- 9 e. Client became important to Respondent's children.
- 10 f. Respondent went on a weekend girls' trip to Sedona with Client and a mutual
- 11 friend.

12 13. Respondent's failure to weigh the potential risks associated with pursuing a
13 personal relationship with Client appears to have resulted in adverse consequences.

14 14. According to Client, the adverse effects of her relationship with Respondent
15 culminated in the following ways:

- 16 a. Client went back on anxiety medication.
- 17 b. Since 03/17, Client has been in therapy solely to cope with her lost
- 18 relationship with Respondent.
- 19 c. Client has reached out to Respondent many times asking her to talk so at a
- 20 minimum, she could have some closure.
- 21 d. "[Respondent] has ignored each request and left me feeling completely
- 22 broken, violated, and depressed."
- 23 e. "I regret the day that I ever sought out therapy from [Respondent] and have
- 24 no respect for this profession."

25 15. With respect to the clinical record that Respondent maintained for Client:

- a. The progress notes fail to include the dated signature of the behavioral health professional, as required.
- b. The clinical record fails to include a valid and signed Treatment Plan.
- c. There is no indication that a Treatment Plan was annually reviewed, reassessed, or updated with the client's signature, as required.
- d. The clinical record contains references to therapeutic assignments such as client written letters and client workbooks; however, the clinical record fails to include those items.
- e. According to Respondent, Client's diagnosis evolved from adjustment disorder unspecified to anxiety and depression; however, Respondent failed to document the change in Client's diagnosis in the clinical record.

16. In 09/18, Respondent submitted updated clinical forms to the Board, which appear to meet the Board's minimum documentation standards.

CONCLUSIONS OF LAW

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

2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could impair the licensee's objectivity or professional judgment or create a risk of harm to the client.

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

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to

1 recognized standards of ethics in the behavioral health profession or that constitutes a danger
2 to the health, welfare or safety of a client, as it relates to the following section of the NASW
3 Code of Ethics: 1.06.c. – Conflicts of Interest.

4 5. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
6 developed by the Board as it relates to:

- 7 a. A.A.C. R4-6-1102, Treatment Plan.
- 8 b. A.A.C. R4-6-1103, Client Record.

9 **ORDER**

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

12 1. Respondent's license, LCSW-11454, will be placed on probation for 24 months,
13 effective from the date of entry as signed below.

14 2. Respondent shall not practice under their license, LCSW-11454, unless they are
15 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
16 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
17 shall immediately notify the Board in writing and shall not practice under their license until they
18 submit a written request to the Board to re-commence compliance with this Consent
19 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

24 ...

25 ...

1 **Continuing Education**

2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
4 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course.
5 All required continuing education shall be pre-approved by the Board Chair or designee. Upon
6 completion, Respondent shall submit a certificate of completion of the required continuing
7 education.

8 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
10 three semester credit hour graduate level behavioral health ethics course from a regionally
11 accredited college or university, pre-approved by the Board Chair or designee. Upon
12 completion, Respondent shall submit to the Board an official transcript establishing completion
13 of the required course.

14 **Clinical Supervision**

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

24 ...

25 ...

1 **Focus and Frequency of Clinical Supervision**

2 7. The focus of the supervision shall relate to professional boundaries,
3 transference, dual relationships, and documentation. Respondent shall meet individually in
4 person with the supervisor for a minimum of one hour at least once monthly if working fulltime or
5 at a frequency to be pre-approved by the Board Chair or designee if working less than 20 hours
6 per week.

7 **Reports**

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

- 12 a. Dates of each clinical supervision session.
- 13 b. A comprehensive description of issues discussed during supervision
14 sessions.

15 9. All quarterly supervision reports shall include a copy of clinical supervision
16 documentation maintained for that quarter. All clinical supervision documentation maintained by
17 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

18 10. After Respondent's probationary period, the supervisor shall submit a final
19 summary report for review and approval by the Board Chair or designee. The final report shall
20 also contain a recommendation as to whether the Respondent should be released from this
21 Consent Agreement.

22 **Change of Clinical Supervisor During Probation**

23 11. If, during the period of Respondent's probation, the clinical supervisor determines
24 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
25 the end of supervision and provide the Board with an interim final report. Respondent shall

1 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
2 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
3 proposed clinical supervisor shall provide the same documentation to the Board as was required
4 of the initial clinical supervisor.

5 **Early Release**

6 12. After completion of the stipulations set forth in this Consent Agreement, and upon
7 the clinical supervisor's recommendation, Respondent may request early release from the
8 Consent Agreement after 12 months.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

11 13. Respondent shall not provide clinical supervision while subject to this Consent
12 Agreement.

13 **Civil Penalty**

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

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

23 16. Within 10 days of being notified of the lifting of the stay, Respondent may request
24 that the matter be reviewed by the Board for the limited purpose of determining whether the
25 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

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

10 18. If Respondent currently sees clients in their own private practice, and obtains any
11 other type of behavioral health position, either as an employee or independent contractor, where
12 they provide behavioral health services to clients of another individual or agency, they shall
13 comply with requirements set forth in paragraphs 19 through 21 below.

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

22 20. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social
25 services are provided, Respondent shall provide the Board Chair or designee with a written

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

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

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

24 23. Prior to the release of Respondent from probation, Respondent must submit a
25 written request to the Board for release from the terms of this Consent Agreement at least 30

1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

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

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

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

15 27. This Consent Agreement is conclusive evidence of the matters described herein
16 and may be considered by the Board in determining appropriate sanctions in the event a
17 subsequent violation occurs.

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

19 Kelley Mariano
20 Kelley S. Mariano

11-1-2018
Date

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

22 Dated this 2nd day of November, 2018.

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

1 ORIGINAL of the foregoing filed

This 2nd day of November, 2018 with:

2 Arizona Board of Behavioral Health Examiners
3 1740 West Adams Street, Suite 3600
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed via Interagency Mail

This 2nd day of November, 2018, to:

6 Marc Harris
7 Assistant Attorney General
8 2005 North Central Avenue
9 Phoenix, AZ 85004

10 COPY of the foregoing mailed via

11 Certified mail no. 9489 0090 0027 6060 239738
12 This 2nd day of November, 2018, to:

13 Kelley S. Galeano
14 Address of Record
15 Respondent

16 COPY of the foregoing mailed via Mail

This 2nd day of November, 2018 to:

17 Susan L. McLellan
18 Schneider & Onofry, P.C.
19 365 W. Coronado Rd.
20 Phoenix, AZ 85004
21 Attorney for Respondent
22
23
24
25