

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

3 **In the Matter of:**

4 **Austin C. Reina, LPC-17568,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2021-0108**  
**CONSENT AGREEMENT**  
**FOR VOLUNTARY SURRENDER**

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), Austin C. Reina ("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 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 acknowledges and agrees that the acceptance of this Consent  
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
18 other proceedings as may be appropriate now or in the future. Furthermore, and  
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
20 preclude in any way any other state agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
22 in the future relating to this matter or other matters concerning Respondent, including but not  
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
24 than with respect to the Board, this Consent Agreement makes no representations, implied or  
25 ...

1 otherwise, about the views or intended actions of any other state agency or officer or political  
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

7 **FINDINGS OF FACT**

8 1. Respondent is the holder of License No. LPC-17568 for the practice of  
9 counseling in the state of Arizona.

10 2. From 08/19 – 04/20 Respondent provided behavioral health services to an adult  
11 female client (“Client”).

12 3. At some point, Client requested to end sessions by hugging Respondent.

13 4. Respondent represents the following regarding the hugs:

14 a. Respondent initially hesitated.

15 b. However, Respondent feared that not hugging Client would reinforce her  
16 sense of rejection.

17 c. He wanted to respect her cultural norms.

18 d. Respondent never initiated a hug and only gave short side hugs.

19 e. Hugging clients is not the norm for Respondent.

20 f. It is okay to hug clients “if the rejection of it would cause more harm.”

21 g. Respondent acknowledged that there are boundaries that can be crossed  
22 and that physical contact with clients is usually frowned upon for good  
23 reason.

24 5. Respondent accepted Client’s requests for hugs, despite Client’s boundary  
25 issues with men that regularly led her to seek acceptance through physical and sexual contact.

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6. In 03/05/20, Respondent and Client exchanged the following text messages:
- a. Respondent texted, “By the way...you can randomly call me, text me, email me whenever you want. I like it.”
  - b. Client attached a heart emoji to Respondent’s text message and replied with the following:
    - “...I don’t have full understanding about the professional/appropriate boundaries in regards to communication...”
    - Feel free to draw whatever boundary needed...”
  - c. Respondent’s reply included the following:
    - “Dual relationships are permitted as long as they do not cause harm to the client.”
    - “If you feel that crossing certain boundaries will hinder therapy, then it is inappropriate.”
    - “If you find no reason to file a complaint against me, then it’s cool.”
7. Respondent represented the following regarding the 03/05/20 text messages:
- a. Respondent does not recall texting Client.
  - b. Respondent would not have texted Client unless it was about a session.
  - c. Respondent indicated the following regarding his “...you can randomly call me, text me, email me whenever you want. I like it” text.
    - This was not a personal conversation.
    - It was in the context of Client reaching out for Respondent for support.
    - Respondent was validating the fact that Client had reached out for help and support.
    - Respondent was letting Client know she matters.

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1 d. Respondent indicated the following regarding the text about dual  
2 relationships:

- 3 ▪ Dual relationships are not necessarily a problem.
- 4 ▪ “That’s actually written in the ACA guidelines, you know, not causing  
5 harm to the client.”
- 6 ▪ Respondent was asking Client to tell him where she was comfortable  
7 or uncomfortable.
- 8 ▪ Respondent is not removed from this situation and also has the right  
9 to have a say in their boundaries.
- 10 ▪ Respondent believes it’s “debatable” that all clients are vulnerable to  
11 some extent and any type of dual relationship has a potential for  
12 harm.

13 8. Respondent’s text message exchanges with Client raise the following issues:

14 a. Respondent’s use of the word “randomly” when telling Client that she can  
15 call, text or email Respondent appears to contradict his representation  
16 that the text was strictly related to professional services.

17 b. Respondent maintains this was not a personal exchange, despite the  
18 following replies by Client:

- 19 ▪ Client attached a heart emoji.
- 20 ▪ Client indicated she did not have a full understanding of professional  
21 boundaries.
- 22 ▪ Respondent should feel free to draw the needed boundaries.

23 c. When given the opportunity draw appropriate boundaries, Respondent’s  
24 reply included the following:

- 25 ▪ Dual relationships are permitted.

- 1                   ▪ If Client does not feel there is a reason to file a complaint, then it is  
2                   not a problem.

3           9.       Additionally, Respondent's analysis of boundaries and dual relationships appears  
4 to factor in whether his actions would make Client uncomfortable enough to file a Board  
5 complaint.

6           10.      Furthermore, Respondent maintained that Client was not vulnerable to boundary  
7 issues despite documenting the following in Client's clinical record:

- 8           a.       Respondent helped Client explore her relationship history and her need to  
9           always be infatuated with someone.
- 10          b.       Respondent helped Client notice the relationship between her carnal  
11          desires and her desire to be appreciated and accepted.
- 12          c.       Client shared thoughts on finding acceptance through being wanted in  
13          relationships.
- 14          d.       Client shared about struggles in communication and inquired into  
15          concepts that can help her decide appropriate boundaries.

16          11.      Moreover, two (2) days after the 03/05/20 text message exchange, Respondent  
17 attended a going away BBQ for Client that, by his own account, had minimal therapeutic value.

18          12.      In addition, Respondent conducted late-night sessions with Client that regularly  
19 went past the scheduled hour by as much as 60 minutes, without incurring extra charges.

20          13.      Respondent also offered and conducted pro bono telehealth sessions with Client  
21 when she moved from Arizona.

22          14.      Respondent represented the following regarding providing extra uncharged time  
23 and pro bono sessions:

- 24          a.       Respondent does not typically watch the clock with clients.
- 25          b.       This is true for all of Respondent's clients.

- 1 c. Offering a client more time or a free session is powerful and important.
- 2 d. Respondent did not document when sessions ran past the scheduled
- 3 time in the progress note.
- 4 e. Respondent offered pro bono telehealth services to Client as she
- 5 temporarily had no income or insurance.

6 15. During their pro bono telehealth session on 04/15/20, Client alleged Respondent  
7 made the following statement to her:

- 8 a. “Emotionally, you’re beautiful, mentally, you’re so fun, spiritually, you’re
- 9 on fire-it’s kind of intimidating, and physically, you are gorgeous and if you
- 10 don’t believe me, you can move the camera up and down and I’ll tell you.”

11 16. Respondent represented the following regarding the alleged 04/15/20 statement:

- 12 a. Client was struggling with insecurities and Respondent repeated holistic
- 13 feedback that she had received from friends and her significant other.
- 14 b. The feedback included positive affirmations about her physically,
- 15 intellectually, emotionally, and spiritually.
- 16 c. Client was very aware that Respondent was quoting things that other
- 17 people had said to Client and that these were not his own words.
- 18 d. Respondent denied saying the last part of the quote that, “you can move
- 19 the camera up and down and I’ll tell you.”

20 17. Respondent’s explanation regarding these statements so not appear in the  
21 corresponding progress note.

22 18. Specifically, the 04/15/20 progress note does not include any of the following  
23 information:

- 24 a. Respondent giving Client any feedback whatsoever.
- 25 b. Respondent quoting what others have said about Client.

1 c. Respondent providing any kind of positive affirmations.

2 19. In addition to the comments Respondent represents were feedback based on  
3 quotes from other people, Respondent used the terms “boobs” and “blow job” while providing  
4 therapy to Client.

5 20. Respondent represented the following regarding using these terms with Client:

6 a. The statements were made during you/I statements under Gestalt  
7 principles.

8 b. Respondent would have only used these types of terms if that was the  
9 term Client used.

10 c. Respondent stated that he was much more lax with Client than with any  
11 other client.

12 24. Although Respondent indicates his use of these terms during sessions is  
13 justified, Respondent only used clinical terms such as oral sex when documenting the  
14 conversations in Client’s clinical record.

15 26. Additionally, although Respondent represents all his interactions with Client were  
16 professional and clinically appropriate, he failed to document the following in Client’s clinical  
17 record:

18 a. Respondent’s hugs with Client, as well as his justification for allowing the  
19 hugs.

20 b. Respondent’s text message exchanges with Client.

21 c. Attending Client’s BBQ.

22 d. Providing extended free sessions and pro bono sessions to Client.

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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)(l), engaging in any conduct, practice or condition that impairs  
7 the ability of the licensee to safely and competently practice the licensee's profession

8 3. The conduct and circumstances described in the Findings of Fact constitute a  
9 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of  
10 behavioral health services provided to a client.

11 **Practice Termination Plan**

12 4. Within 14 days of the effective date of the Consent Agreement, Respondent shall  
13 submit a written plan for terminating their private practice for pre-approval by the Board Chair or  
14 designee. At a minimum, the proposed termination plan must include each of the following:

15 a. A written protocol for the secure storage, transfer and access of the clinical  
16 records of Respondent's clients and former clients.

17 b. The procedure by which Respondent shall notify each client and former client  
18 in a timely manner regarding the future location of the clinical records of  
19 Respondent's clients and former clients and how those records can be  
20 accessed after the termination of Respondent's practice.

21 c. A written protocol for developing an appropriate referral for continuation of  
22 care for Respondent's current clients.

23 d. A list of Respondent's current clients and the timeframe for terminating  
24 services to each client. The timeframe for terminating services shall not  
25 exceed 30 days.


**ORDER**

Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to the provision and penalties imposed as follows:

1. Respondent's license, LPC-17568, shall be surrendered to the Board, effective from the date of entry as signed below.


2. The surrender shall be considered a revocation of Respondent's license.

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

  
Austin C. Reina (Jun 3, 2021 23:51 PDT)  
Austin C. Reina

Jun 3, 2021  
Date

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

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

Jun 14, 2021  
Date

**ORIGINAL** of the foregoing filed Jun 14, 2021  
with:

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

**EXECUTED COPY** of the foregoing sent electronically Jun 14, 2021  
to:

Mona Baskin  
Assistant Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

Austin C. Reina  
Address of Record  
Respondent