

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

3 **In the Matter of:**

4 **Celeste L. Cheatham, LPC-12683**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0047
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), Celeste L. Cheatham ("Respondent") and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as
13 a final 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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
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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 9. Respondent further understands that any violation of this Consent Agreement
7 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
8 disciplinary action pursuant to A.R.S. § 32-3281.

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-12683 for the practice of
15 Counseling in the State of Arizona.

16 2. From 10/19 – 03/21, Respondent provided marital counseling services to
17 Complainant and his wife (“Wife”).

18 3. Since 03/21, Respondent has been providing individual counseling services to
19 Wife.

20 4. At the onset of treatment, Respondent had Wife and Complainant each sign their
21 own informed consent identifying themselves as clients, rather than the couple.

22 5. The informed consents were missing several minimum Board requirements.

23 6. Despite the 10/04/19 initial appointment session indicating the focus of
24 counseling would be to help the couple, around 02/21 Respondent began seeing Wife
25 individually and sees Wife presently on an individual basis.

1 7. The records did not contain a treatment plan and the informed consent did not
2 specifically outline the purpose of the counseling, therefore not clearly defining Wife,
3 Complainant, and Respondent's role in the therapy.

4 8. While couple's sessions were occurring, Wife was simultaneously meeting with
5 Respondent individually.

6 9. Around 03/21, Respondent referred Complainant and Wife to a sex therapist to
7 help with their issues within the marriage and continued treating Wife individually.

8 10. In 06/21, Complainant emailed Respondent asking to schedule a session with
9 Respondent and Respondent responded it would be a conflict of interest to meet with
10 Complainant.

11 11. On 09/10/21, Complainant emailed Respondent's staff and indicated he felt it
12 was a conflict of interest by Respondent providing individual counseling to Wife.

13 12. Respondent represented the following during an investigative interview:

14 a. Respondent knew Complainant had his own individual therapist
15 already.

16 b. Wife was now Respondent's client and Respondent could not meet
17 with Complainant.

18 c. Respondent held individual sessions with Wife while couple's
19 counseling was taking place because she felt it would be beneficial to
20 the relationship.

21 d. When Respondent started individual sessions with Wife during the
22 course of marital counseling, Complainant never expressed concerns
23 at that time.

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1 e. Respondent understands she should have had Wife sign a new
2 informed consent and that the informed consent Complainant and
3 Wife signed did not specifically discuss how marriage counseling
4 would work.

5 13. Respondent treated both Complainant and Wife for couple's counseling, but
6 represented it would have been a conflict to have communication or sessions with Complainant
7 but not a conflict to continue treatment with Wife.

8 14. Additionally, Complainant even cited in an email to Respondent's administrative
9 staff that he felt it was a conflict of interest for Respondent to treat Wife individually, yet
10 Respondent has continued to treat Wife for several months.

11 15. On 09/23/21, Complainant emailed Respondent requesting the progress notes
12 from his couple's sessions.

13 16. On 09/30/21, Respondent drafted a letter addressed to Complainant indicating
14 she received his request for records and would be seeking legal consultation before she
15 releases any records.

16 17. Respondent never provided Complainant with copies of his records.

17 18. Respondent reports seeking legal consultation but has no written evidence of any
18 sort of legal advice regarding the records request.

19 19. Respondent represents based on her consultation with an attorney and other
20 professionals, she was told she could only release records if Wife consented to the release of
21 records, so Respondent only released the informed consent Complainant completed but no
22 session notes.

23 20. Respondent failed to obtain a new and updated informed consent from Wife once
24 she transitioned to solely individual counseling, and failed to document in a progress note Wife's
25 transition in roles.

1 21. Respondent failed to devise a treatment plan for the couple throughout 17
2 months of treatment or Wife once she transitioned to individual services.

3 22. Numerous progress notes within Complainant and Wife's records indicated
4 telehealth services, but several of the progress notes failed to include various telehealth
5 requirements.

6 23. During an investigative interview, Respondent represented she knew formal
7 treatment plans needed to be developed.

8 24. Respondent represents she knows treatment plans are a requirement yet failed
9 to create any sort of treatment plan over the last two and a half years with either Complainant or
10 Wife.

11 25. Respondent has been in private practice for roughly 15 years and does not
12 complete the required documentation for her clients, specifically the importance of a treatment
13 plan.

14 26. Respondent has renewed her license with the Board 7 times since being in
15 private practice and a requirement of the license renewal process is to review the Board's rules
16 and statutes which covers documentation standards.

17 **CONCLUSIONS OF LAW**

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

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

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

6 **A.6.d. Role Changes in the Professional Relationship**

7 When counselors change a role from the original or most recent
8 contracted relationship, they obtain informed consent from the client and
9 explain the client's right to refuse services related to the change.

10 **A.8. Multiple Clients**

11 When a counselor agrees to provide counseling services to two or more
12 persons who have a relationship, the counselor clarifies at the outset
13 which person or persons are clients and the nature of the relationships
14 the counselor will have with each involved person. If it becomes apparent
15 that the counselor may be called upon to perform potentially conflicting
16 roles, the counselor will clarify, adjust, or withdraw from roles
17 appropriately.

18 **B.6.e Client Access**

19 Counselors provide reasonable access to records and copies of records
20 when requested by competent clients. Counselors limit the access of
21 clients to their records, or portions of their records, only when there is
22 compelling evidence that such access would cause harm to the client.
23 Counselors document the request of clients and the rationale for
24 withholding some or all of the records in the files of clients. In situations
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1 involving multiple clients, counselors provide individual clients with only
2 those parts of records that relate directly to them and do not include
3 confidential information related to any other client.

4 4. 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.C. R4-6-1101. Consent for Treatment

8 A.A.C. R4-6-1102. Treatment Plan

9 A.A.C. R4-6-1106. Telepractice

10 **ORDER**

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

13 1. In the event that Respondent is unable to comply with the terms and conditions
14 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
15 such time as they are granted approval to re-commence compliance with the Consent
16 Agreement.

17 2. Respondent's license, LPC-12683, will be placed on probation for 12 months,
18 effective from the date of entry as signed below.

19 **Continuing Education**

20 3. In addition to the continuing education requirements of A.R.S. § 32-3273, within
21 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
22 hours of continuing education addressing dual relationships. All required continuing education
23 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
24 submit a certificate of completion of the required continuing education.

25 ...

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

6 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
7 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
8 hours of continuing education addressing behavioral health ethics. All required continuing
9 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
10 shall submit a certificate of completion of the required continuing education.

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

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 7. Respondent shall not provide clinical supervision while subject to this Consent
20 Agreement.

21 **Civil Penalty**

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

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

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

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

20 12. If Respondent currently sees clients in their own private practice, and obtains any
21 other type of behavioral health position, either as an employee or independent contractor, where
22 they provide behavioral health services to clients of another individual or agency, they shall
23 comply with requirements set forth in paragraphs 13 through 15 below.

24 13. Within 10 days of the effective date of this Order, if Respondent is working in a
25 position where Respondent provides any type of behavioral health related services or works in a

1 setting where any type of behavioral health, health care, or social services are provided,
2 Respondent shall provide the Board Chair or designee with a signed statement from
3 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board
5 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
6 copy of the Consent Agreement.

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

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

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

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

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

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

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

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

1 21. This Consent Agreement is conclusive evidence of the matters described herein
2 and may be considered by the Board in determining appropriate sanctions in the event a
3 subsequent violation occurs.

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

6 *Celeste L. Cheatham*

Celeste L. Cheatham (Jul 14, 2022 23:03 PDT)

Celeste L. Cheatham

Jul 14, 2022

Date

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

9 By: *M. Zavala*

By:

10 TOBI ZAVALA, Executive Director
11 Arizona Board of Behavioral Health Examiners

Jul 15, 2022

Date

12 **ORIGINAL** of the foregoing filed Jul 15, 2022
13 with:

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

16 **EXECUTED COPY** of the foregoing sent electronically Jul 15, 2022
17 to:

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

21 Celeste L. Cheatham
Address of Record
Respondent