

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

3 **In the Matter of:**

4 **Angelica Castano, LPC-13801,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0070
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), Angelica Castano ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 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-13801 for the practice of
15 counseling in Arizona.

16 2. Since 09/21, Respondent has been employed at a behavioral health agency
17 (“Agency”).

18 3. In 11/21, Respondent began treating Complainant and her partner (“Partner”) for
19 couples’ therapy.

20 4. In 09/22, Complainant indicated she no longer wanted to participate in couples’
21 therapy.

22 5. Partner subsequently requested to continue counseling services as he felt
23 Respondent had a unique insight in the dynamics of the relationship, and Respondent agreed to
24 work with him through the adjustment process as needed on an individual basis.

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1 6. From 10/22 to 12/22, Respondent had individual counseling sessions with
2 Partner.

3 7. The clinical record did not contain a new or updated consent form for Partner
4 once he transitioned from couples to individual counseling.

5 8. Respondent represented in her investigative interview that she did not take the
6 time to do it and thought the process would end shortly.

7 9. During a phone call and individual counseling session, Partner discussed with
8 Respondent his concerns over Complainant moving and suspected behavioral health diagnosis.

9 10. In a 10/26/22 recorded phone call, Respondent can be heard making several
10 statements regarding Complainant's behavioral health, including her needing to seek treatment
11 and speculation of what diagnosis she may have.

12 11. Respondent represented the following in her written response and during her
13 investigative interview:

14 a. During the conversation, Respondent used reflective listening, but did not
15 provide any diagnosis or professional assessment of Complainant.

16 b. Respondent was trying to help Partner sort things out through the
17 explanations.

18 c. It was not Respondent's intention to hurt Complainant or cause any kind of
19 violation.

20 d. Following the phone call, the focus was not on the relationship.

21 12. Respondent, as the behavioral health professional, provided confirmation to
22 Partner's opinions regarding Complainant's mental health.

23 13. Progress notes show Partner discussing his relationship with Complainant on
24 multiple occasions.

1 14. Even though Partner and Complainant were no longer being seen together, the
2 focus of Partner's therapy did not significantly shift away from the relationship.

3 15. Respondent's treatment of Partner still involved multiple discussions regarding
4 his relationship with Complainant, and Respondent discussed topics she discovered in a
5 different therapeutic setting.

6 16. In the clinical record, there were multiple consent forms signed by Partner,
7 however, there were no consent forms signed by Complainant.

8 17. Despite the reason for treatment being couples' counseling, only one party
9 signed forms.

10 18. The consent forms in the record were missing five required elements and all
11 telehealth requirements.

12 19. Respondent represented the following:

13 a. Respondent usually reviews consent forms, but guesses she did not this
14 time.

15 b. Agency staff does not send her clients without consent forms being signed.

16 c. Respondent did not see the need to have Partner sign a new consent form
17 once he shifted to individual services.

18 d. Respondent was not aware of deficiencies in the consent forms.

19 20. Additionally, Respondent did not create a treatment plan for Complainant and
20 Partner.

21 21. Respondent also failed to create a treatment plan for Partner once he
22 transitioned to individual counseling.

23 22. The initial treatment plan in the file was missing two required elements.

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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)(k), engaging in any conduct or practice that is contrary to
7 recognized standards of ethics in the behavioral health profession or that constitutes a danger
8 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

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

10 When counselors change a role from the original or most recent
11 contracted relationship, they obtain informed consent from the client
12 and explain the client's right to refuse services related to the change.
13 Examples of role changes include, but are not limited to: changing
14 from individual to relationship or family counseling, or vice versa;
15 changing from an evaluative role to a therapeutic role, or vice versa;
16 and changing from a counselor to a mediator role, or vice versa.
17 Clients must be fully informed of any anticipated consequences (e.g.,
18 financial, legal, personal, therapeutic) of counselor role changes.

19 **A.8 Multiple Clients:**

20 When a counselor agrees to provide counseling services to two or
21 more persons who have a relationship, the counselor clarifies at the
22 outset which person or persons are clients and the nature of the
23 relationships the counselor will have with each involved person. If it
24 becomes apparent that the counselor may be called upon to perform
25 potentially conflicting roles, the counselor will clarify, adjust, or

1 withdraw from roles appropriately

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

5 A.A.C. R6-6-1101, Consent for Treatment

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

7 A.A.C. R4-6-1103, Client Record

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 license, LPC-13801, will be placed on probation for 12 months,
12 effective from the date of entry as signed below.

13 2. Respondent shall not practice under their license, LPC-13801, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

23 **Continuing Education**

24 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock

1 hours of continuing education addressing current Arizona documentation standards. All required
2 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
3 Respondent shall submit a certificate of completion of the required continuing education.

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

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

14 7. Respondent may submit continuing education completed since the complaint
15 was filed for consideration of approval by the Board Chair or designee.

16 **Clinical Supervision**

17 8. While on probation, Respondent shall submit to clinical supervision for 12 months
18 by a masters or higher level behavioral health professional licensed by the Arizona Board of
19 Behavioral Health Examiners at the independent level with systemic therapy experience. Within
20 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical
21 supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of
22 this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
23 relationship to Respondent. In that letter, the clinical supervisor must address why they should
24 be approved, acknowledge that they have reviewed the Consent Agreement and include the

1 results of an initial assessment and a supervision plan regarding the proposed supervision of
2 Respondent. The letter from the supervisor shall be submitted to the Board.

3 **Focus and Frequency of Clinical Supervision**

4 9. The focus of the supervision shall relate to Arizona documentation, Board
5 statutes and rules, role changes, working with couples, systemic therapy, and case review of
6 client couples. Respondent shall meet individually in person with the supervisor for a minimum
7 of one hour monthly.

8 **Reports**

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

- 13 a. Dates of each clinical supervision session.
- 14 b. A comprehensive description of issues discussed during supervision
15 sessions.
- 16 c. The results of each clinical documentation review by the supervisor.

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

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

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1 **Change of Clinical Supervisor During Probation**

2 13. If, during the period of Respondent's probation, the clinical supervisor determines
3 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
4 the end of supervision and provide the Board with an interim final report. Respondent shall
5 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
6 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
7 proposed clinical supervisor shall provide the same documentation to the Board as was required
8 of the initial clinical supervisor.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

11 14. Respondent shall not provide clinical supervision to associate level licensees
12 accruing and submitting hours towards independent licensure while subject to this Consent
13 Agreement.

14 **Civil Penalty**

15 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil
16 penalty against the Respondent in the amount of \$1,000.00.

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

24 17. Within 10 days of being notified of the lifting of the stay, Respondent may request
25 that the matter be reviewed by the Board for the limited purpose of determining whether the

1 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
2 receives the written request within 10 days or less of the next regularly scheduled Board
3 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
4 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
5 review.

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

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

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

23 21. If Respondent is not employed as of the effective date of this Order, within 10
24 days of accepting employment in a position where Respondent provides any type of behavioral
25 health related services or in a setting where any type of behavioral health, health care, or social

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

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

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

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

12 25. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

14 26. Respondent shall be responsible for ensuring that all documentation required in
15 this Consent Agreement is provided to the Board in a timely manner.

16 27. This Consent Agreement shall be effective on the date of entry below.

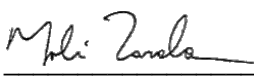
17 28. This Consent Agreement is conclusive evidence of the matters described herein
18 and may be considered by the Board in determining appropriate sanctions in the event a
19 subsequent violation occurs.

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

21 
22 Angelica Castano (Oct 26, 2023 22:49 PDT)
Angelica Castano

Oct 26, 2023
Date

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

24 By: 
25 TOBÍ ZAVALA, Executive Director

Dec 12, 2023
Date

1 Arizona Board of Behavioral Health Examiners

2
3 **ORIGINAL** of the foregoing filed Dec 12, 2023

with:

4 Arizona Board of Behavioral Health Examiners
5 1740 West Adams Street, Suite 3600
6 Phoenix, AZ 85007

7 **EXECUTED COPY** of the foregoing sent electronically Dec 12, 2023

to:

8 Mona Baskin
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