

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

3 **In the Matter of:**

4 **Cristina Felix Origel, LMSW-18244,**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0084**  
**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), Cristina Felix Origel (“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  
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. LMSW-18244 for the practice of social  
15 work in Arizona.

16 2. From 02/22 – 09/22, Respondent provided therapy services to a client (“Client”)  
17 at a behavioral health agency (“Agency 1”).

18 3. Beginning in 10/22, there are multiple notes from another behavioral health  
19 agency (“Agency 2”), where Client was also receiving services, that indicate Client has a friend  
20 she enjoys talking to and she has a good relationship with a staff member at Agency 1.

21 4. In 11/22, Client shared with her facilitator at Agency 2 (“Facilitator”) that she liked  
22 someone and confirmed it was Respondent.

23 5. Client subsequently disclosed, in part, that Respondent liked Client like a girl  
24 friend, Respondent made several commutes to visit Client, met Client’s family members, and  
25 Client’s mother was not aware of it.

1           6.     On 11/08/22, Facilitator documented witnessing a video of Respondent on  
2 Client's phone and Client responding to Respondent in an inappropriate manner.

3           7.     On 11/10/22, following Client's disclosure, Respondent was interviewed on her  
4 relationships and communications with current and past patients that could potentially lead to a  
5 boundary violation allegation, they asked questions about her social media activity, and  
6 subsequently placed Respondent on administrative leave.

7           8.     On 11/10/22, an Agency 2 note described Client asking if Facilitator told anyone  
8 about Respondent because Respondent was placed on leave due to an investigation and  
9 someone would identify her by picture.

10          9.     Respondent represented the following during her investigative interview:

11           a.     11/10/22 was the last date she had contact with Client.

12           b.     After having a discussion in regards to the allegations, Respondent was  
13 concerned because that was not what the communications or relationship  
14 entailed.

15           c.     Respondent called Client and told her she was going through this situation at  
16 work, that the communication caused issues, and that they could not continue  
17 to talk anymore.

18          10.    On 11/14/22, Facilitator discussed the information shared by Client and  
19 described Client's interactions with Respondent, including phone calls, text messages, and  
20 social media contact.

21          11.    Facilitator then identified Respondent as the therapist on Client's phone and  
22 shared that Client contacted her upset due to Respondent being placed on leave.

23          12.    Client had information that only Respondent would have shared, and this  
24 confirmed Respondent had outside communication with a discharged client.

25          13.    A review of Respondent's phone records showed five phone calls between

1 09/20/22 – 11/10/22, all following Client’s discharge from Agency 1.

2 14. The phone calls ranged from approximately 8 minutes to approximately 254  
3 minutes.

4 15. Respondent represented the following in her investigative interview:

5 a. Respondent communicated with Client after her discharge, initially via her  
6 work desk phone.

7 b. Client let Respondent know she was still struggling and she wanted to have  
8 more communication.

9 c. Client appeared to struggle at night, and Respondent made the mistake of  
10 giving Client her personal phone number because Respondent did not want  
11 Client to relapse.

12 d. Respondent knew it was against policy, but she made a mistake.

13 e. Respondent did not see Client in person after she was discharged, and  
14 Respondent would attempt to set boundaries with Client during their  
15 discussions.

16 f. Respondent felt like she was providing therapeutic services still, and did not  
17 have a close friendship, romantic or sexual relationship with Client.

18 g. Respondent did not communicate with Client through social media, but some  
19 of her social media was public.

20 16. Additionally, following a review of Respondent’s documentation, Respondent  
21 participated in a number of CFT meetings with various individuals, including Client’s mother,  
22 grandmother, and Agency 2 staff members.

23 17. Respondent failed to obtain any releases of information forms for Agency 2 staff  
24 and an updated form for Client’s grandmother once the original one expired.

25 ...

1 18. Respondent also failed to ensure the releases of information in the record were  
2 filled out correctly as it relates to the information requested and purpose for disclosure.

3 **CONCLUSIONS OF LAW**

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

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

11 **1.06 Conflicts of Interest:**

12 (c) Social workers should not engage in dual or multiple relationships  
13 with clients or former clients in which there is a risk of exploitation or  
14 potential harm to the client. In instances when dual or multiple  
15 relationships are unavoidable, social workers should take steps to  
16 protect clients and are responsible for setting clear, appropriate, and  
17 culturally sensitive boundaries. (Dual or multiple relationships occur  
18 when social workers relate to clients in more than one relationship,  
19 whether professional, social, or business. Dual or multiple  
20 relationships can occur simultaneously or consecutively.)

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

24 A.A.C. R4-6-1105, Confidentiality

25 ...

1 **ORDER**

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

4 1. Respondent's license, LMSW-18244, will be placed on probation for 24 months,  
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LMSW-18244, unless they are  
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
9 shall immediately notify the Board in writing and shall not practice under their license until they  
10 submit a written request to the Board to re-commence compliance with this Consent  
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
19 hours of the NASW Staying Out of Trouble course or its pre-approved equivalent. All required  
20 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
21 Respondent shall submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
24 hours of continuing education addressing working with adolescents. All required continuing  
25

1 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
2 shall submit a certificate of completion of the required continuing education.

### 3 **Clinical Supervision**

4 6. While on probation, Respondent shall submit to clinical supervision for 24 months  
5 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
6 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
7 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
8 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
9 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
10 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
11 have reviewed the Consent Agreement and include the results of an initial assessment and a  
12 supervision plan regarding the proposed supervision of Respondent. The letter from the  
13 supervisor shall be submitted to the Board.

### 14 **Focus and Frequency of Clinical Supervision**

15 7. The focus of the supervision shall relate to seeking documentation, dual  
16 relationships, boundaries, social media, discharge planning, working with minors, and the  
17 Board's rules and statutes. Respondent shall meet individually in person with the supervisor for  
18 a minimum of one hour twice monthly for the first 12 months, and the frequency for the  
19 remaining time will be at the recommendation of the clinical supervisor, but not less than once  
20 monthly.

### 21 **Reports**

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

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

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

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

**Change of Clinical Supervisor During Probation**

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

**GENERAL PROVISIONS**

**Provision of Clinical Supervision**

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

**Civil Penalty**

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

1           14.     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           15.     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           16.     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           17.     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 18 through 20 below.

24           18.     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 19. 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 20. 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  
25 statement providing the contact information of their new employer(s) and a signed statement

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

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

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

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

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

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

25 ...

