

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

3 **In the Matter of:**

4 **Sarah E. Smidstra, LPC-18946,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0092
2023-0099

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), Sarah E. Smidstra ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-18946 for the practice of
15 counseling in Arizona.

16 2. Since 01/20, Respondent has owned and operated an agency (“Agency”).

17 3. Respondent maintains a website for Agency, which contains links to social
18 media, including an Agency Instagram account.

19 4. Respondent has a mental health TikTok account where she posts content
20 relating to therapy topics and skits based on a generic therapist/client relationship.

21 5. Respondent’s Agency Instagram contains various posts, including videos from
22 her mental health TikTok account that display her username.

23 6. Between approximately 02/22 – 04/22, Complainant 1 began to communicate
24 with Respondent and discovered her via her mental health TikTok account.

25 7. Respondent represented the following in her investigative interview:

1 a. The initial contact came from a direct message on TikTok from Complainant 1
2 where he stated he liked Respondent's content because it is helpful and
3 thanked her for what she does.

4 8. Although Complainant 1 was not a client, he sought out Respondent's content
5 because of its therapeutic nature.

6 9. Respondent represented the following in her investigative interview:

7 a. During a livestream hosted by another creator, Respondent stated she
8 started a secondary TikTok account so she may have a personal one.

9 10. Respondent was logged in on her mental health TikTok account when she
10 shared information regarding her secondary TikTok account.

11 11. Respondent represents her secondary TikTok account contains a link to a
12 secondary, personal Instagram account which contains information about her social media with
13 inappropriate content.

14 12. Additionally, through Respondent's mental health TikTok account, a website with
15 various links was available and it contained a link to an Amazon Wishlist, which was removed
16 prior to the conclusion of the investigation.

17 13. Furthermore, Respondent opened and operated Agency in 01/20, but only
18 became licensed as an LPC in 04/20.

19 14. For a period of approximately three months, Respondent operated and saw
20 clients through her own private practice as an LAC without participating in supervised private
21 practice.

22 **CONCLUSIONS OF LAW**

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

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

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
6 that are not congruent with the licensee’s professional education, training or experience.

7 4. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
9 applicable to the practice of behavioral health as it relates to:

10 A.A.C. R4-6-210, Practice Limitations

11 A.A.C. R4-6-211, Direct Supervision: Supervised Work Experience

12 **ORDER**

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

15 1. Respondent’s license, LPC-18946, will be placed on probation for 24 months,
16 effective from the date of entry as signed below.

17 2. Respondent shall not practice under their license, LPC-18946, unless they are
18 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
19 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
20 shall immediately notify the Board in writing and shall not practice under their license until they
21 submit a written request to the Board to re-commence compliance with this Consent
22 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

3 **Continuing Education**

4 4. 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 6 clock
6 hours of continuing education addressing media use. All required continuing education shall be
7 pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
8 certificate of completion of the required continuing education.

9 5. 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 take and pass a
11 three semester credit hour graduate level behavioral health ethics course from a regionally
12 accredited college or university, pre-approved by the Board Chair or designee. Upon
13 completion, Respondent shall submit to the Board an official transcript establishing completion
14 of the required course.

15 **Clinical Supervision**

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

1 **Focus and Frequency of Clinical Supervision**

2 7. The focus of the supervision shall relate to media, boundaries, documentation,
3 behavioral health ethics, and the Board’s rules and statutes. Respondent shall meet individually
4 in person with the supervisor for a minimum of one hour, twice a month for the first 12 months
5 and at the recommendation of the clinical supervisor for the remaining 12 months.

6 **Reports**

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

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

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

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

21 **Change of Clinical Supervisor During Probation**

22 11. If, during the period of Respondent’s probation, the clinical supervisor determines
23 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
24 the end of supervision and provide the Board with an interim final report. Respondent shall
25 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the

1 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
2 proposed clinical supervisor shall provide the same documentation to the Board as was required
3 of the initial clinical supervisor.

4 **Early Release**

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

8 **GENERAL PROVISIONS**

9 **Provision of Clinical Supervision**

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

12 **Civil Penalty**

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

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

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

1 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
2 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
3 review.

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

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

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

21 20. If Respondent is not employed as of the effective date of this Order, within 10
22 days of accepting employment in a position where Respondent provides any type of behavioral
23 health 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 with a written
25 statement providing the contact information of their new employer and a signed statement from

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

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

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

23 23. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30
25 days prior to the date they would like to have this matter appear before the Board. Respondent

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

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

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

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

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

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

18 Sarah Smidstra
Sarah Smidstra (Feb 2, 2023 15:04 MST)

19 Sarah E. Smidstra

Feb 2, 2023

Date

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

21 By: Mpli Zavala

22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

Feb 3, 2023

Date

24 **ORIGINAL** of the foregoing filed Feb 3, 2023
25 with:

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

3 **EXECUTED COPY** of the foregoing sent electronically Feb 3, 2023
to:

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

7 Sarah E. Smidstra
Address of Record
8 Respondent

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