

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

3 **In the Matter of:**

4 **Elizabeth S. Thomas, LMSW-19224**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0109**  
**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), Elizabeth S. Thomas ("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-19224 for the practice of Social  
15 Work in the State of Arizona.

16 2. From 03/22 – 12/22, Respondent was employed at Agency as a therapist.

17 3. Respondent tendered her resignation and provided a two weeks' notice.

18 4. 12/05/22 was Respondent's last day with Agency and during a close out  
19 discussion, Respondent reported shredding informed consent documents, treatment plans, and  
20 demographic information documents for discharged clients.

21 5. Upon review of information provided by Complainant, it was noted that at least 38  
22 clients that Respondent treated failed to include an informed consent within the clinical records  
23 and another 2 clients failed to have any sort of treatment plan within the clinical records.





1 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
2 have reviewed the Consent Agreement and include the results of an initial assessment and a  
3 supervision plan regarding the proposed supervision of Respondent. The letter from the  
4 supervisor shall be submitted to the Board.

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

6 6. The focus of the supervision shall focus on Arizona documentation, Board  
7 statutes and rules, decision tree process, record storage, and self-advocacy. Respondent shall  
8 meet individually in person with the supervisor for a minimum of twice monthly.

### 9 **Reports**

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

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

17 8. 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 9. 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.

### 24 **Change of Clinical Supervisor During Probation**



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 15. 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 16. 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 17 through 19 below.

15 17. 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 18. 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 ...  
6 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
7 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
8 employer(s) with a copy of the Consent Agreement.

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

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

1 21. 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 ...  
6 evidence that they have successfully satisfied all terms and conditions in this Consent  
7 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
8 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
9 that they have addressed the issues contained in this Consent Agreement. In the event that the  
10 Board determines that any or all terms and conditions of this Consent Agreement have not been  
11 met, the Board may conduct such further proceedings as it determines are appropriate to  
12 address those matters.


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

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

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

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

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

22   
Elizabeth Thomas (Jul 31, 2023 09:35 PDT)

23 Elizabeth S. Thomas

Jul 31, 2023

Date

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

*M. Zavala*

Jul 31, 2023

By: \_\_\_\_\_

\_\_\_\_\_ Date

TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

Jul 31, 2023

**ORIGINAL** of the foregoing filed \_\_\_\_\_  
with:

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

Jul 31, 2023

**EXECUTED COPY** of the foregoing sent electronically \_\_\_\_\_  
to:

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

Elizabeth S. Thomas  
Address of Record  
Respondent