

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

3 **In the Matter of:**

4 **Christopher A. Heindel, LMFT-15180,**  
5 **Licensed Marriage and Family Therapist,**  
6 **In the State of Arizona.**

**CASE NO. 2022-0089**  
**CONSENT AGREEMENT**

7 **RESPONDENT**

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), Christopher A. Heindel (“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. LMFT-15180 for the practice of  
15 marriage and family therapy in Arizona.

16 2. On 10/05/21, an applicant ("Applicant"), submitted a Clinical Supervisor  
17 Exemption Request for LPC licensure for a proposed supervisor at agency ("Agency").

18 3. Applicant was not licensed and there was no application on file; therefore, it was  
19 unclear as to why this request was sent.

20 4. The agency on the form is owned and operated by Respondent, has multiple  
21 locations across three states, and was not licensed by the Department of Health Services.

22 5. On 10/29/21, the Board received Applicant's LPC application.

23 6. In a 10/29/21 email from Respondent to Board staff, Respondent indicated the  
24 following, in part:

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- a. Applicant was a great employee with no write ups or corrective actions in five and a half years.
- b. There are no supervision notes as they had weekly contact on a regular basis in order to complete the work.
- 7. Respondent represented the following in his written response:
  - a. Since 2008, Agency has been working with the United States District Court, District of Arizona, and Probation Office in Norther and Southern Arizona.
  - b. It was assumed that if the United States District Court, District of Arizona was awarding contracts and monitoring them, knowing the therapists were working under his supervision, that they were not violating any rule.
- 8. In review of the contract Respondent utilized, there are multiple mentions that personnel must meet certain requirements, including being licensed or certified and meet the standards of practice as established by their state regulatory board.
- 9. Respondent represented the following in his investigative interview:
  - a. At times, they had licensed individuals working, but a majority of the time they were not.
  - b. It was a struggle to find anybody willing to do the work they do in rural areas that were also licensed.
  - c. All Agency clients were receiving psychotherapy services from Agency staff, and none of Agency's locations were licensed by the Department of Health Services, nor were they licensed at any point.
  - d. From Respondent's perspective at the time, he was not doing anything wrong, but in looking back and re-reading the contract, he understands.
- 10. Since around 2008, Respondent has been operating an agency that offers

1 psychotherapy services by unlicensed staff while not being a Department of Health Services  
2 licensed facility.

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)(n), failing to comply with or violating, attempting to violate or  
9 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant  
10 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of  
11 probation or stipulated agreement issued under this chapter.

12 **ORDER**

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

15 1. As of the effective date of the Consent Agreement, Respondent shall not practice  
16 under their license.

17 2. Respondent's license, LMFT-15180, shall by rule, expire on 04/30/24.

18 3. Respondent agrees not to renew their license.

19 4. Respondent agrees not to submit any type of new license application to the  
20 Board for a minimum of five (5) years.

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

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

2 Christopher A. Heindel  
Christopher A. Heindel (Sep 6, 2022 10:58 MDT)

Sep 6, 2022

3 Christopher A. Heindel

Date

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

5  
6 By:

M. Zavalta

Sep 9, 2022

7 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

Date

8  
9 **ORIGINAL** of the foregoing filed  
with:

Sep 9, 2022

10 Arizona Board of Behavioral Health Examiners  
11 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

12 **EXECUTED COPY** of the foregoing sent electronically  
to:

Sep 9, 2022

13  
14 Mona Baskin  
Assistant Attorney General  
15 2005 North Central Avenue  
Phoenix, AZ 85004

16 Christopher A. Heindel  
17 Address of Record  
Respondent

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