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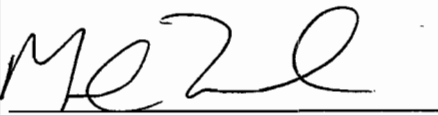
ORIGINAL of the foregoing filed
This 4th day of April, 2012, with:

Arizona Board of Behavioral Health Examiners
3443 North Central Avenue, Suite 1700
Phoenix, Arizona 85012

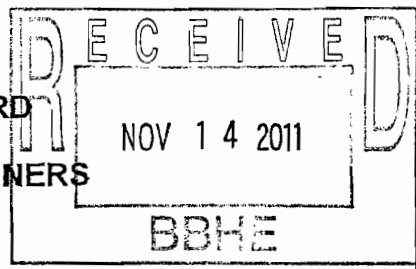
COPY of the foregoing certified mailed:
This 4th day of April, 2012,
Certified mail no. 7011 2970 0004 1611 4550, to:

Hal Nevitt
Address of Record
Respondent

Frederick Cummings
Jennings, Strouss & Salmon, PLC
One E. Washington St.
Phoenix, AZ 85004-2554
Attorney for Respondent



Tobi Zavala
Compliance Officer
602-542-1617



BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

HAL NEVITT, LCSW-3406, Licensed
Clinical Social Worker, and LISAC-0837,
Licensed Independent Substance Abuse
Counselor,
In the State of Arizona.

RESPONDENT

CASE NO. 2011-0063
CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(H) and 41-1092.07(F)(5), Hal Nevitt ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives his right to such formal hearing concerning these allegations and irrevocably waives his right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

3 4. Respondent acknowledges and agrees that upon signing this Consent
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke his
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this
6 original document is ineffective and void unless mutually approved by the parties in writing.

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein and may be used for purposes of determining
9 sanctions in any future disciplinary matter.

10 6. This Consent Agreement is subject to the Board's approval, and will be effective
11 only when the Board accepts it. In the event the Board in its discretion does not approve this
12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
13 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
14 that Respondent agrees that should the Board reject this Consent Agreement and this case
15 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
16 review and discussion of this document or of any records relating thereto.

17 7. Respondent understands that once the Board approves and signs this Consent
18 Agreement, it is a public record that may be publicly disseminated as a formal action of the
19 Board, and that it shall be reported as required by law to the National Practitioner Data Bank
20 and the Healthcare Integrity and Protection Data Bank.

21 8. Respondent further understands that any violation of this Consent Agreement
22 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(n) and may result in
23 disciplinary action pursuant to A.R.S. § 32-3281.

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1 8. Respondent ensured that Attorney signed a HIPAA form, which prohibited
 2 Respondent from disclosing any information about her without a signed release of information
 3 authorization.

4 9. Respondent disclosed the following to her:
 5 a. Information Respondent received indicating that Attorney was abusing alcohol.
 6 b. Actions the State Bar took with regard to its investigation of the allegations
 7 against Attorney.

8 10. Complainant's allegations were supported by audio recordings she made of
 9 telephone conversations with Respondent.

10 11. Respondent acknowledged that he discussed confidential information about
 11 Attorney obtained while in his position as the MAP Director with Complainant without Attorney's
 12 written permission to do so.

13 12. Respondent argued that his disclosures regarding Attorney to Complainant were
 14 not inappropriate based on the following:

- 15 a. Complainant initiated the discussion about Attorney to Respondent in his role
- 16 as MAP Director.
- 17 b. Complainant signed an IWS confidentiality agreement when she began
- 18 working at IWS.
- 19 c. He believed he did not violate any confidentiality requirements by discussing
- 20 Attorney with Complainant because these discussions were protected and
- 21 understood to be confidential under the IWS confidentiality agreement.
- 22 d. Complainant had independent access to and prior knowledge of some of the
- 23 information shared by Respondent.

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1 reason, Respondent is unable to comply with the terms and conditions of this Consent
 2 Agreement, he shall immediately notify the Board in writing and shall not practice under his
 3 license until he submits a written request to the Board to re-commence compliance with this
 4 Consent Agreement. All such requests shall be pre-approved by the Substance Abuse
 5 Credentialing Committee Chair or designee.

6 3. In the event that Respondent is unable to comply with the terms and conditions
 7 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until
 8 such time as he is granted approval to re-commence compliance with the Consent Agreement.

9 **Continuing Education**

10 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
 11 12 months of the effective date of this Consent Agreement, Respondent shall take and pass an
 12 in-person three semester credit hour graduate level behavioral health ethics course from an
 13 accredited college or university, pre-approved by the Substance Abuse Credentialing
 14 Committee Chair or designee. Upon completion, Respondent shall submit to the Board an
 15 official transcript establishing completion of the required course.

16 **Civil Penalty**

17 5. Subject to the provisions set forth in paragraph 6, the Board imposes a civil
 18 penalty against the Respondent in the amount of \$1,000.00.

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

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(12)(n) and the Board will provide Respondent's
5 employer(s) with a copy of the Consent Agreement.

6 12. 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 his ability to timely comply with
9 the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the
10 Board of his change of employment status. Within 10 days of starting each new employment,
11 Respondent shall provide the Substance Abuse Credentialing Committee Chair or designee a
12 written statement providing the contact information of his new employer(s) and a signed
13 statement from Respondent's new employer(s) confirming Respondent provided the
14 employer(s) with a copy of this Consent Agreement. If Respondent does not provide the
15 employer's statement to the Board within 10 days, as required, Respondent's failure to provide
16 the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(12)(n) and
17 the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

18 13. Respondent shall practice substance abuse counseling and social work using the
19 name under which he is licensed. If Respondent changes his name, he shall advise the Board
20 of the name change as prescribed under the Board's regulations and rules.

21 14. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date he would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide
25 evidence that he has successfully satisfied all terms and conditions in this Consent Agreement.

1 The Board has the sole discretion to determine whether all terms and conditions of this Consent
 2 Agreement have been met and whether Respondent has adequately demonstrated that he has
 3 addressed the issues contained in this Consent Agreement. In the event that the Board
 4 determines that any or all terms and conditions of this Consent Agreement have not been met,
 5 the Board may conduct such further proceedings as it determines are appropriate to address
 6 those matters.

7 15. Respondent shall bear all costs relating to probation terms required in this
 8 Consent Agreement.

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

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

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

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

16 Hal M. Nevitt
 17 HAL NEVITT

11.11.2011
 Date

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

19 Dated this 15th day of November, 2011.

20 By: Debra Rinaudo
 21 DEBRA RINAUDO, Executive Director
 22 Arizona Board of Behavioral Health Examiners

23 ...
 24 ...
 25 ...

1 ORIGINAL of the foregoing filed
This 15th day of November, 2011 with:

2 Arizona Board of Behavioral Health Examiners
3 3443 N. Central Ave., Suite 1700
4 Phoenix, AZ 85012

5 COPY of the foregoing mailed via Interagency Mail
This 15th day of November, 2011, to:

6 Marc H. Harris
7 Assistant Attorney General
8 1275 West Washington
9 Phoenix, Arizona 85007

10 COPY of the foregoing mailed via
11 Certified mail no. 7011 1150 0002 0782 5631.

12 This 15th day of November, 2011, to:

13 Hal Nevitt
14 Address of Record
15 Respondent

16 COPY of the foregoing mailed via Mail
17 This 15th day of November, 2011 to:

18 Frederick Cummings
19 Jennings Strouss & Salmon, PLC
20 One East Washington Street
21 Phoenix, AZ 85004-2554
22 Attorney for Respondent

23 

24 Tobi Zavala, Compliance Officer
25 602-542-1617