

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

2 **In the Matter of:**

CASE NO. 2018-0057

3 **Cyrus J. Behrana, LAC-17369,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

**RELEASE FROM CONSENT AGREEMENT
AND ORDER**

6 **RESPONDENT**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated July 9th, 2018. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated July 9th, 2018.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated July 9th, 2018.

15 By:



Sep 20, 2019

16 TOBI ZAVALA, Executive Director
17 Arizona Board of Behavioral Health Examiners

Date

18 **ORIGINAL** of the foregoing filed
19 with:

Sep 20, 2019

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically
24 to:

Sep 20, 2019

25 Cyrus J. Behrana
Address of Record
Respondent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Cyrus J. Behrana, LAC Applicant,
Applicant for Licensed Associate
Counselor,
In the State of Arizona.

RESPONDENT

CASE NO. 2018-0057
CONSENT AGREEMENT
FOR ISSUANCE OF LICENSE

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(F) and 41-1092.07(F)(5), Cyrus J. Behrana ("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 their right to such formal hearing concerning these allegations and irrevocably waives their 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 their
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 8. Respondent further understands that any violation of this Consent Agreement
21 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
22 disciplinary action pursuant to A.R.S. § 32-3281.

23 9. The Board therefore retains jurisdiction over Respondent and may initiate
24 disciplinary action against Respondent if it determines that they have failed to comply with the
25 terms of this Consent Agreement or of the practice act.

1 The Board issues the following Findings of Fact, Conclusions of Law and Order:

2 **FINDINGS OF FACT**

3 1. On 08/26/16, Respondent submitted his application for Licensed Associate
4 Counselor in Arizona.

5 2. From approximately 02/15 – 09/17, Respondent provided behavioral health
6 services under the supervision of a licensed psychologist (“Supervisor”).

7 3. Both Respondent and Supervisor acknowledge that Respondent provided
8 psychotherapeutic services, and that Respondent was internally referred to as an intern.

9 4. At the request of Board staff, Supervisor submitted a list of Respondent’s clients
10 including Respondent’s payment log.

11 5. From approximately 02/15 – 09/17, Respondent treated 11 clients and received
12 \$13,550.00 in client payments.

13 6. All payments were directly made to Respondent through cash, personal check or
14 debit/credit card.

15 7. In review of the conditions under A.R.S. § 32-3271, Respondent did not qualify
16 under any of the possible licensure exemptions that would have allowed him to engage in the
17 practice of psychotherapy without licensure.

18 8. Most notably:

19 a. Respondent was not a student, intern or trainee who was currently pursuing a
20 course of study from an accredited institution.

21 b. Respondent did not work for an ADHS licensed facility.

22 9. Given the fact that Respondent failed to meet any of the possible exemptions to
23 licensure, it appears that Respondent wrongfully engaged in, and received payment for, the
24 unauthorized practice of psychotherapy for more than two years and half years.

25 ...

1 10. In addition to the aforementioned issues, in 02/15, Respondent filed for the
2 incorporation of his L.L.C. counseling business ("Respondent's Business").

3 11. With regard to his business, Respondent acknowledged that prior to 09/13/17,
4 clients paid Respondent's Business directly.

5 12. During his investigative interview with Board staff, Respondent indicated the
6 following:

7 a. Although Respondent and Supervisor identify him as an intern, all of the
8 clients that he sees refer to him as their therapist.

9 b. Occasionally, when a client would pay by check, they would make the check out
10 to Respondent's Business instead of just Respondent's name.

11 c. When asked how his clients knew about Respondent's Business,
12 Respondent indicated, "Um I think I may have mentioned it. I probably
13 mentioned it, you're right. And that probably should not have been done."

14 d. Supervisor was aware that Respondent was charging his clients directly to
15 himself or Respondent's Business.

16 13. During email correspondence with Board staff, Supervisor indicated the following:

17 a. Once it was brought to Supervisor's attention that an ADHS license was
18 needed in order for Respondent to provide supervised counseling services,
19 Respondent and Supervisor discontinued their supervisory arrangement and
20 transferred the care of his clients.

21 b. Respondent did not have a 1099 or W2, as he was not an employee.

22 c. Respondent never received any sort of payment from the agency directly.

23 ...

24 ...

25 ...

1 **CONCLUSIONS OF LAW**

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

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

8 **ORDER**

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

11 1. Respondent's application to be a Licensed Associate Counselor is approved
12 pending Respondent's passage of the required examination.

13 2. The license issued to Respondent pursuant to paragraph 1 will be immediately
14 placed on probation for 12 months.

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

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

25 ...

1 **Clinical Supervision**

2 5. While on probation, Respondent shall submit to clinical supervision for 12 months
3 by a Licensed Professional Counselor. Within 30 days of the date of this Consent Agreement,
4 Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair
5 or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor
6 shall submit a letter disclosing their prior relationship to Respondent. In that letter, the clinical
7 supervisor must address why they should be approved, acknowledge that they have reviewed
8 the Consent Agreement and include the results of an initial assessment and a supervision plan
9 regarding the proposed supervision of Respondent. The letter from the supervisor shall be
10 submitted to the Board.

11 **Focus and Frequency of Clinical Supervision**

12 6. The focus of the supervision shall relate to the Board's rules and statutes,
13 professional conduct, and behavioral health ethics. Respondent shall meet individually in person
14 with the supervisor at a minimum of once weekly for 12 months.

15 **Change of Clinical Supervisor During Probation**

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

23 ...

24 ...

25 ...

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 8. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 **Civil Penalty**

6 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

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

15 11. Within 10 days of being notified of the lifting of the stay, Respondent may request
16 that the matter be reviewed by the Board for the limited purpose of determining whether the
17 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
18 receives the written request within 10 days or less of the next regularly scheduled Board
19 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
20 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
21 review.

22 12. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

25 ...

1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
2 and the period of probation shall be extended until the matter is final.

3 13. If Respondent currently sees clients in their own private practice, and obtains any
4 other type of behavioral health position, either as an employee or independent contractor, where
5 they provide behavioral health services to clients of another individual or agency, they shall
6 comply with requirements set forth in paragraphs 14 through 16 below.

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

15 15. If Respondent is not employed as of the effective date of this Order, within 10
16 days of accepting employment in a position where Respondent provides any type of behavioral
17 health related services or in a setting where any type of behavioral health, health care, or social
18 services are provided, Respondent shall provide the Board Chair or designee with a written
19 statement providing the contact information of their new employer and a signed statement from
20 Respondent's new employer confirming Respondent provided the employer with a copy of this
21 Consent Agreement. If Respondent does not provide the employer's statement to the Board
22 within 10 days, as required, Respondent's failure to provide the required statement to the Board
23 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
24 employer(s) with a copy of the Consent Agreement.

25 ...

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

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

18 18. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

1 Board determines that any or all terms and conditions of this Consent Agreement have not been
2 met, the Board may conduct such further proceedings as it determines are appropriate to
3 address those matters.

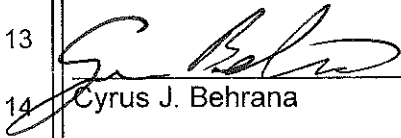
4 19. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

6 20. Respondent shall be responsible for ensuring that all documentation required in
7 this Consent Agreement is provided to the Board in a timely manner.

8 21. This Consent Agreement shall be effective on the date of entry below.

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


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

13 
14 _____
Cyrus J. Behrana

_____ 12/4/18
Date

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

16 Dated this 9th day of July, 2018

17
18 By: 
19 _____
20 TOBI ZAVALA, Executive Director
21 Arizona Board of Behavioral Health Examiners

22 **ORIGINAL** of the foregoing filed
23 This 9th day of July, 2018 with:

24 Arizona Board of Behavioral Health Examiners
25 1740 W. Adams, Suite 3600
Phoenix, AZ 85007

1 COPY of the foregoing mailed via Interagency Mail
This 9th day of July, 2018, to:

2
3 Marc Harris
4 Assistant Attorney General
5 2005 North Central Avenue
6 Phoenix, AZ 85004

7 COPY of the foregoing mailed via
8 Certified mail no. 9489009000276060248902 18
9 This 9th day of July, 2018, to:

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
Cyrus J. Behrana
Address of Record
Respondent