

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

2 **In the Matter of:**

3 **Francesca E. Velez, LCSW-11532,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2018-0113


**RELEASE FROM CONSENT AGREEMENT
AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated March 18, 2019. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated March 18, 2019.

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 March 18, 2019.

15 By: 

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

Nov 16, 2020

Date

18 **ORIGINAL** of the foregoing filed Nov 16, 2020
19 with:

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

22 **EXECUTED COPY** of the foregoing sent electronically Nov 16, 2020
23 to:

24 Francesca E. Velez
25 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Francesca E. Velez, LCSW-11532,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2018-0113
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), Francesca E. Velez ("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 only between 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 understands that once the Board approves and signs this Consent
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

19 8. Respondent further understands that any violation of this Consent Agreement
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
21 disciplinary action pursuant to A.R.S. § 32-3281.

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

25 ...

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LCSW-11532 for the practice of social
4 work in Arizona.

5 2. Respondent is the owner of a behavioral health agency, who employs a staff of
6 approximately 7 licensed behavioral health professionals and 2 administrative staff.

7 3. As the owner, Respondent is responsible for providing clinical oversight and
8 direct supervision to clinical staff.

9 4. Furthermore, Respondent acknowledged the following:

10 a. Respondent is responsible for assigning all client cases.

11 b. She discusses each case with her counselors.

12 c. She addresses unique treatment issues for each client.

13 d. She checks on compliance with all record keeping.

14 e. She provides training and education.

15 5. Prior to opening a complaint against Respondent, the Board previously reviewed
16 a complaint against one of Respondent's former counselors and found that the counselor,
17 among other issues, engaged in services that were beyond the counselor's scope of practice.

18 6. During an investigative interview with Board staff, Respondent indicated the
19 following:

20 a. "I always thought that anybody with a license was able to do counseling with
21 me as long as I supervised, so I thought we were clear."

22 b. Respondent did not understand the laws regarding scope of practice.

23 c. There is currently one licensed substance abuse counselor working for
24 Agency, and they hold a LISAC license.

25 d. Since this issue occurred, Respondent reviewed the LISAC's caseload and

1 found that a couple of the cases were not within their scope of practice, so
2 they were all transferred to other therapists.

3 e. When asked by Board staff what Respondent explained to the LISAC as the
4 reasoning for transferring those cases, Respondent indicated that she
5 discussed the scope of practice issue.

6 7. In review of the clinical forms that Respondent utilizes at her agency, there were
7 several identified deficiencies.

8 CONCLUSIONS OF LAW

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

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

15 ORDER

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

18 1. Respondent's license, LCSW-11532, will be placed on probation for 12 months,
19 effective from the date of entry as signed below.

20 2. Respondent shall not practice under their license, LCSW-11532, unless they are
21 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
22 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
23 shall immediately notify the Board in writing and shall not practice under their license until they
24 submit a written request to the Board to re-commence compliance with this Consent
25 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

5 **Clinical Supervision**

6 4. While on probation, Respondent shall submit to clinical supervision for 12 months
7 by a masters or higher level behavioral health professional licensed at the independent level.
8 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
9 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
10 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
11 relationship to Respondent. In that letter, the clinical supervisor must address why they should
12 be approved, acknowledge that they have reviewed the Consent Agreement and include the
13 results of an initial assessment and a supervision plan regarding the proposed supervision of
14 Respondent. The letter from the supervisor shall be submitted to the Board.

15 **Focus and Frequency of Clinical Supervision**

16 5. The focus of the supervision shall relate to expectations, laws and rules, scope of
17 practice, and documentation related to providing clinical supervision. During each supervision
18 session, the supervisor shall review a minimum of 3 client records chosen at random by the
19 supervisor to ensure Respondent's compliance with current behavioral health documentation
20 standards in Arizona. Respondent shall meet individually in person with the supervisor at least
21 once monthly.

22 **Reports**

23 6. Once approved, the supervisor shall submit quarterly reports for review and
24 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
25 this Consent Agreement that need to be reported and the supervisor shall notify the Board if

1 more frequent supervision is needed. Quarterly reports shall include the following:

- 2 a. Dates of each clinical supervision session.
- 3 b. A comprehensive description of issues discussed during supervision
- 4 sessions.
- 5 c. The results of each clinical documentation review by the supervisor.

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

9 8. After Respondent's probationary period, the supervisor shall submit a final
10 summary report for review and approval by the Board Chair or designee. The final report shall
11 also contain a recommendation as to whether the Respondent should be released from this
12 Consent Agreement.

13 **Change of Clinical Supervisor During Probation**

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

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 10. Respondent shall not provide clinical supervision while subject to this Consent
24 Agreement.

25 ...

1 Civil Penalty

2 11. Subject to the provisions set forth in paragraph 12, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

18 14. The Board reserves the right to take further disciplinary action against
19 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
20 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
21 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
22 and the period of probation shall be extended until the matter is final.

23 15. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where
25 they provide behavioral health services to clients of another individual or agency, they shall

1 comply with requirements set forth in paragraphs 16 through 18 below.

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

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

20 18. If, during the period of Respondent's probation, Respondent changes
21 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
22 extended leave of absence for whatever reason that may impact their ability to timely comply
23 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
24 the Board of their change of employment status. After the change and within 10 days of
25 accepting employment in a position where Respondent provides any type of behavioral health

1 related services or in a setting where any type of behavioral health, health care, or social
2 services are provided, Respondent shall provide the Board Chair or designee a written
3 statement providing the contact information of their new employer(s) and a signed statement
4 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
5 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
6 the Board within 10 days, as required, Respondent's failure to provide the required statement to
7 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
8 Respondent's employer(s) with a copy of the Consent Agreement.

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

12 20. Prior to the release of Respondent from probation, Respondent must submit a
13 written request to the Board for release from the terms of this Consent Agreement at least 30
14 days prior to the date they would like to have this matter appear before the Board. Respondent
15 may appear before the Board, either in person or telephonically. Respondent must provide
16 evidence that they have successfully satisfied all terms and conditions in this Consent
17 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
18 this Consent Agreement have been met and whether Respondent has adequately demonstrated
19 that they have addressed the issues contained in this Consent Agreement. In the event that the
20 Board determines that any or all terms and conditions of this Consent Agreement have not been
21 met, the Board may conduct such further proceedings as it determines are appropriate to
22 address those matters.

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

25 22. Respondent shall be responsible for ensuring that all documentation required in

1 this Consent Agreement is provided to the Board in a timely manner.

2 23. This Consent Agreement shall be effective on the date of entry below.

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

7 PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

8 Francesca Velez, LSW 3/15/19
9 Francesca E. Velez Date

10 BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

11 Dated this 18 day of March, 2019.

13 By: Tobi Zavala
14 TOBI ZAVALA, Executive Director
15 Arizona Board of Behavioral Health Examiners

17 ORIGINAL of the foregoing filed
18 This 18 day of March, 2019 with:

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

21 COPY of the foregoing mailed via Interagency Mail
This 18 day of March, 2019, to:

22 Marc Harris
Assistant Attorney General
23 2005 North Central Avenue
Phoenix, AZ 85004

24 COPY of the foregoing mailed via
25 Certified mail no. 9489009000276047003109

1 This 18 day of March, 2019, to:

2 Francesca E. Velez

3 Address of Record

4 Respondent

5

COPY of the foregoing mailed via Mail

6 This 18 day of March, 2019 to:

7 The Cohen Law Firm

8 Larry J. Cohen

9 PO Box 10056

10 Phoenix, AZ 85064-0056

11 Attorney for Respondent

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