

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

3 In the Matter of:  
4 Elizabeth H. De Vries, LPC-2371,  
5 Licensed Professional Counselor,  
6 In the State of Arizona.

CASE NOS. 2018-0009  
2018-0018  
2019-0033

7 **RESPONDENT**

**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 H. De Vries ("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           The Board issues the following Findings of Fact, Conclusions of Law and Order:

**FINDINGS OF FACT**

1  
2 1. Respondent is the holder of License No. LPC-2371 for the practice of counseling  
3 in Arizona.

**Case Nos. 2018-0009 & 2018-0018**

4  
5 2. From 10/15 – 09/17, Respondent worked for a behavioral health agency  
6 (“Agency”).

7 3. In review of Respondent's personnel records from Agency, a 06/13/17 HIPAA  
8 Privacy Incident document indicated the following:

- 9 a. When helping Respondent gain access to an online training, it was noticed  
10 that she had forwarded an email from her work email to her personal email.  
11 b. The email had Protected Health Information included.  
12 c. A request was placed with IT to run a report of emails sent from  
13 Respondent's work email to her personal email, and to assess whether or not  
14 PHI was included in these emails.  
15 d. 14 emails were found.  
16 e. 4 of the 14 emails included PHI.  
17 f. Respondent did not manually encrypt the email.  
18 g. The PHI included names, medical record numbers, dates of service, and  
19 provider names.

20 4. Respondent's conduct was problematic for the following reasons:

- 21 a. On at least 4 occasions, Respondent emailed client protected health  
22 information to her personal, unauthorized email account.  
23 b. Respondent's emails were unrelated to her professional work duties.  
24 c. Given the lack of encryption or any other confidentiality precautions, the  
25 protected health information would be made available to anyone who

accessed Respondent's unsecured, unencrypted Gmail account.

1  
2 5. On 06/06/17, Respondent was involuntarily terminated from her employment  
3 from Agency.

4 6. On 03/30/18, approximately 6 months after her termination, Respondent  
5 submitted an employment application to another behavior health agency ("Agency 2").

6 7. On her Agency 2 employment application, Respondent listed her previous  
7 employment at Agency, but falsely identified her reason for leaving as: "wanted to explore other  
8 options."

9 8. When answering the employment application question that asks if you have ever  
10 been asked to resign or been involuntarily terminated from a job, Respondent again falsely  
11 answered, "No."

12 9. Aside from her employment application misrepresentations, Respondent  
13 misrepresented information to the Board.

14 10. On her 02/02/18 LPC renewal application, Respondent marked "No" to the  
15 background question that asks have you ever been involuntarily terminated or resigned in lieu of  
16 termination from any behavioral health or related position.

17 11. Contrary to the information Respondent submitted on her renewal application,  
18 Respondent was involuntarily terminated from Agency in 09/17.

19 12. Further, when submitting her LPC renewal application, Respondent signed a  
20 statement indicating, "I certify under penalty of perjury that all information contained in this  
21 renewal application, including all supporting documents, is true and correct to the best of my  
22 knowledge and belief, with full knowledge that all statements made in this renewal application  
23 may be ground for refusal or subsequent revocation or suspension of my license(s)."

24 **Case No. 2019-0033**

25 13. On 02/01/17, Respondent contacted the Board to self-report a DUI arrest.

1           14.     Respondent indicated to the Board that she did not consume alcohol, but rather,  
2 she was under the influence of prescribed medications.

3           15.     Respondent also added that:

- 4           a.     Respondent had taken her night medication.  
5           b.     She found out later that she hit a pickup truck.  
6           c.     Respondent fell asleep at the wheel.  
7           d.     “My attorney reports that all charges will be dropped as there was no ETOH  
8                 on board. I had dozed off as it was late at night after a long date and stressful  
9                 work.”

10          16.     Contrary to Respondent’s representation, the police officer’s report regarding  
11 Respondent’s 01/26/17 arrest indicated the following:

- 12           a.     On 01/26/17, Officer responded to a report of a hit and run collision.  
13           b.     As Officer caught up to Respondent’s car, he saw it weaving to the left and  
14                 crossing the lane divider.  
15           c.     When Officer approached the vehicle, he observed that the front left tire was  
16                 flat and there was damaged to the vehicle.  
17           d.     When asked if she had been drinking, Respondent replied: No.  
18           e.     At 11:23 p.m., Officer administered the HGN test and noted 6/6 cues.  
19           f.     Officer offered Respondent to take a PBT test to show that she had not been  
20                 drinking, and Respondent refused saying, ‘I’m not gonna do a breathalyzer.’  
21           g.     Officer placed Respondent under arrest for DUI.  
22           h.     At the station, the Sergeant spoke to Respondent, and she continued to  
23                 refuse to do a blood draw, stating that no one was taking her blood.  
24           i.     At 12:50 a.m., a search warrant was obtained, and when Respondent was  
25                 advised, she still refused to cooperate.

1 j. "She was placed into a restraint chair and resisted us getting into it, trying to  
2 kick at Officers, struggling against us with her arms, and continuing to yell  
3 and scream."

4 k. Officer attempted a blood draw at 1:12 a.m. and 1:18 a.m., but was  
5 unsuccessful.

6 l. Another officer attempted a blood draw at 1:32 a.m. and was able to get 2  
7 partial tubes from Respondent's right hand.

8 17. According to the Tucson Police Department's Laboratory Report, the results of  
9 Respondent's blood measured her BAC at .195%.

10 18. In total, the court filed 3 separate cases against Respondent, which include the  
11 following charges:

12 a. Criminal damage with property value greater than \$1,000.

13 b. DUI with BAC above .08.

14 c. DUI with drugs.

15 d. Endangerment.

16 e. Extreme DUI with a BAC between .15-.20.

17 f. Failure to stop at accident scene.

18 g. Failure to produce evidence of financial responsibility.

19 h. Resisting arrest.

20 i. Speed greater than reasonable and prudent.

21 j. Unsafe lane change.

22 19. During the course of the Board's investigation into this matter, it was discovered  
23 that respondent was previously terminated from a behavioral health agency on 03/05/15.

24 20. At no point did Respondent ever inform the Board of her employment with this  
25 particular agency.

1 21. The Board only became aware of her employment and termination through its  
2 review of other records.

3 22. Furthermore, upon reviewing Respondent's LPC renewal application subsequent  
4 to her 03/05/15 termination, Respondent falsely marked "No" to the background question that  
5 asks if you have ever been involuntarily terminated or resigned in lieu of termination from any  
6 behavioral health or related position.

7 23. According to Respondent's treatment records, since at least 2011, Respondent  
8 has received intermittent treatment for various behavioral health related issues.

9 24. On 09/14/18, the Board reviewed this matter.

10 25. At the conclusion of its initial review, the Board ordered that Respondent undergo  
11 a psychological evaluation.

12 26. On 12/14/18, the Board reviewed the results of the psychological evaluation and  
13 voted to offer Respondent a probationary Consent Agreement.

14 **CONCLUSIONS OF LAW**

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

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

21 3. The conduct and circumstances described in the Findings of Fact constitute a  
22 violation of A.R.S. § 32-3251(16)(c)(i), making any oral or written misrepresentation of a fact to  
23 secure or attempt to secure the issuance or renewal of a license.

24 4. The conduct and circumstances described in the Findings of Fact constitute a  
25 violation of A.R.S. § 32-3251(16)(b), using fraud or deceit in connection with rendering services

1 as a licensee or in establishing qualifications pursuant to this chapter.

2 5. The conduct and circumstances described in the Findings of Fact constitute a  
3 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
4 applicable to the practice of behavioral health, as it relates to A.A.C. R4-6-205.

5 **ORDER**

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

8 **Stayed Suspension**

9 1. As of the effective date of this Consent Agreement, Respondent's license,  
10 LPC-2371, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and  
11 Respondent's license shall be placed on probation.

12 2. During the stayed suspension portion of the Order, if Respondent is  
13 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted  
14 and Respondent's license shall be automatically suspended as set forth above.

15 3. If Respondent contests the lifting of the stay as it relates to this paragraph,  
16 Respondent shall request in writing, within 10 days of being notified of the automatic  
17 suspension of licensure, that the matter be placed on the Board agenda for the Board to review  
18 and determine if the automatic suspension of Respondent's license was supported by clear and  
19 convincing evidence.

20 4. If the written request is received within 10 days of a regularly scheduled Board  
21 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
22 scheduled Board meeting.

23 5. Pending the Board's review, Respondent's license shall be reported as  
24 suspended - under review. Respondent may not work in any capacity as a licensed behavioral  
25 health professional pending the Board's review. The Board's decision and Order shall not be



1 subject to further review.

2 **Probation**

3 6. Respondent's license, LPC-2371, will be placed on probation for 24 months,  
4 effective from the date of entry as signed below.

5 7. Respondent shall not practice under their license, LPC-2371, unless they are  
6 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
7 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
8 shall immediately notify the Board in writing and shall not practice under their license until they  
9 submit a written request to the Board to re-commence compliance with this Consent  
10 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

15 **Continuing Education**

16 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
17 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
18 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
19 addressing current behavioral health documentation standards in Arizona. All required  
20 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
21 Respondent shall submit a certificate of completion of the required continuing education.

22 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
24 hours of continuing education addressing burnout and compassion fatigue. All required  
25 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,

1 Respondent shall submit a certificate of completion of the required continuing education.

2 **Clinical Supervision**

3 11. While on probation, Respondent shall submit to clinical supervision for 24 months  
4 by a masters or higher level behavioral health professional licensed at the independent level.  
5 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a  
6 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the  
7 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior  
8 relationship to Respondent. In that letter, the clinical supervisor must address why they should  
9 be approved, acknowledge that they have reviewed the Consent Agreement and include the  
10 results of an initial assessment and a supervision plan regarding the proposed supervision of  
11 Respondent. The letter from the supervisor shall be submitted to the Board.

12 **Focus and Frequency of Clinical Supervision**

13 12. The focus of the supervision shall relate to compassion fatigue, clinical  
14 documentation, confidentiality, ethics, and self-care. Respondent shall meet individually in  
15 person with the supervisor for a minimum of one hour at least weekly if working fulltime or twice  
16 monthly if working less than 20 hours per week.

17 **Reports**

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

- 22 a. Dates of each clinical supervision session.  
23 b. A comprehensive description of issues discussed during supervision  
24 sessions.

25 14. All quarterly supervision reports shall include a copy of clinical supervision

1 documentation maintained for that quarter. All clinical supervision documentation maintained by  
2 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

3 15. After Respondent's probationary period, the supervisor shall submit a final  
4 summary report for review and approval by the Board Chair or designee. The final report shall  
5 also contain a recommendation as to whether the Respondent should be released from this  
6 Consent Agreement.

#### 7 Change of Clinical Supervisor During Probation

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

#### 15 Therapy

16 17. During the period of probation, Respondent shall attend therapy for 24 months  
17 with a masters or higher level behavioral health professional licensed at the independent level.  
18 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of  
19 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or  
20 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit  
21 a letter addressing why they should be approved, acknowledging that they have reviewed the  
22 Consent Agreement and include the results of an initial assessment and a treatment plan  
23 regarding the proposed treatment of Respondent.

24 18. Upon approval, the Board will provide the therapist with copies of any required  
25 evaluations completed at the request of the Board prior to this Consent Agreement and the

1 Board's investigative report.

2 **Focus and Frequency of Therapy**

3 19. The focus of the therapy shall relate to concerns identified in the investigative  
4 reports. Respondent shall meet in person with the therapist once weekly for the first 3 months of  
5 probation. Following the initial 3 months of probation, the frequency may be at the  
6 recommendation of the therapist, but not less than twice monthly.

7 **Reports**

8 20. Once approved, the therapist shall submit quarterly reports and a final summary  
9 report to the Board for review and approval. The quarterly reports shall include issues presented  
10 in this Consent Agreement that need to be reported and the therapist shall notify the Board if  
11 more frequent therapy is needed. The reports shall address Respondent's current mental health  
12 status, medications prescribed, if any, treatment recommendation, and shall report if, in their  
13 professional opinion, Respondent becomes unable to practice psychotherapy safely and  
14 competently. The final report shall also contain a recommendation as to whether the  
15 Respondent should be released from this Consent Agreement.

16 **Change of Therapist**

17 21. In the event that, during the period of Respondent's probation, Respondent's  
18 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new  
19 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee  
20 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
21 treatment, the proposed therapist shall submit a letter addressing why they should be approved,  
22 acknowledging that they have reviewed the Consent Agreement, and include the results of an  
23 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

24 **Early Release**

25 22. After 12 months and upon the Clinical Supervisor and Therapist's

1 recommendation, Respondent may request early release from the Consent Agreement if all  
2 other terms of the Consent Agreement have been met.

3 **GENERAL PROVISIONS**

4 **Provision of Clinical Supervision**

5 23. Respondent shall not provide clinical supervision while subject to this Consent  
6 Agreement.

7 **Civil Penalty**

8 24. Subject to the provisions set forth in paragraph 25, the Board imposes a civil  
9 penalty against the Respondent in the amount of \$1,000.00.

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

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

24 27. The Board reserves the right to take further disciplinary action against  
25 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

4 28. If Respondent currently sees clients in their own private practice, and obtains any  
5 other type of behavioral health position, either as an employee or independent contractor, where  
6 they provide behavioral health services to clients of another individual or agency, they shall  
7 comply with requirements set forth in paragraphs 29 through 31 below.

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

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

1           31. 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           32. 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           33. 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 34. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

6 35. 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 36. This Consent Agreement shall be effective on the date of entry below.

9 37. 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.

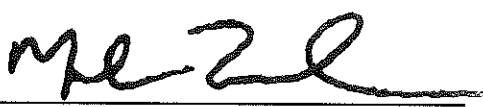
12 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

13 Elizabeth H. de Vries  
14 Elizabeth H. De Vries

13 July 12, 2019  
14 Date

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

16  
17 Dated this 15<sup>th</sup> day of July, 2019.

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

22 **ORIGINAL** of the foregoing filed  
23 This 15<sup>th</sup> day of July, 2019 with:

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



COPY of the foregoing mailed via Interagency Mail

This 15<sup>th</sup> day of July, 2019, to:

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

COPY of the foregoing mailed via

Certified mail no. 9489 0090 0027 0047 0032 15

This 15<sup>th</sup> day of July, 2019, to:

Elizabeth H. De Vries  
Address of Record  
Respondent