

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

2 **In the Matter of:**

3 **Ryan A. Dong, LCSW-14028,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2019-0049


**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 May 1st, 2019. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated May 1st, 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 May 1st, 2019.

15 By: 

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

Jul 23, 2020

Date

18 **ORIGINAL** of the foregoing filed Jul 23, 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 Jul 23, 2020
23 to:

24 Ryan A. Dong
25 Address of Record
Respondent

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 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.

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-14028 for the practice of social
4 work in Arizona.

5 2. From 08/04/18 – 09/15/18, Respondent provided couples counseling to a
6 husband ("Husband") and wife ("Wife").

7 3. The Consent for Treatment and Treatment Plan that Respondent obtained for
8 Wife fail to include all the required documentation elements.

9 4. Respondent failed to obtain a Consent for Treatment or Treatment Plan for
10 Husband as required.

11 5. Several weeks following Husband's last couples session, Respondent authored a
12 10/03/18 letter intended for the court as follows:

13 a. Respondent is writing to verify that Wife attended couples counseling with
14 Husband.

15 b. They addressed communication issues, decreasing conflict, caring for their
16 children, avoiding arguments altogether, and repairing trust due to Husband's
17 alcohol and drug abuse history, including taking Wife's Adderall pills without
18 her consent.

19 c. Since 09/29/18, Wife has remained Respondent's client and has plans to
20 continue with treatment.

21 6. Respondent's letter was inappropriate for the following reasons:

22 a. The court did not request or solicit any information from Respondent
23 regarding Husband or Wife.

24 b. Respondent did not obtain Husband's consent to release information
25 regarding his treatment or disclosures.

1 c. Respondent disclosed protected health information that was relayed to
2 Respondent during confidential therapeutic sessions.

3 7. Respondent failed to clarify or document his role change when he transitioned
4 from Wife's couples' counselor to individual counselor.

5 8. Upon transition, Respondent failed to obtain a new Consent for Treatment or
6 generate a new Treatment Plan.

7 9. On 10/26/18, Husband sent a written request to Respondent for copies of his
8 couples counseling records.

9 10. Respondent failed to document that request or the resolution of that request as
10 required.

11 11. In review of Respondent's financial and billing records, they fail to include the
12 CPT billing code or type of billing that the service was billed for.

13 12. Respondent has since updated his clinical documents, which now meet the
14 Board's minimum documentation standards.

15 CONCLUSIONS OF LAW

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

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

22 3. The conduct and circumstances described in the Findings of Fact constitute a
23 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
24 communication except as may otherwise be required by law or permitted by legally valid written
25 release.

1 4. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
3 recognized standards of ethics in the behavioral health profession or that constitutes a danger
4 to the health, welfare or safety of a client, as it relates to the following sections of the NASW
5 Code of Ethics:

6 **1.06(d) Conflicts of Interest**

7 When social workers provide services to two or more people who
8 have a relationship with each other (for example, couples, family
9 members), social workers should clarify with all parties which
10 individuals will be considered clients and the nature of social workers'
11 professional obligations to the various individuals who are receiving
12 services. Social workers who anticipate a conflict of interest among
13 the individuals receiving services or who anticipate having to perform
14 in potentially conflicting roles (for example, when a social worker is
15 asked to testify in a child custody dispute or divorce proceedings
16 involving clients) should clarify their role with the parties involved and
17 take appropriate action to minimize and conflict of interest.

18 **1.07(f) Privacy and Confidentiality**

19 When social workers provide counseling services to families, couples,
20 or groups, social workers should seek agreement among the parties
21 involved concerning each individual's right to confidentiality and
22 obligation to preserve the confidentiality of information shared by
23 others. This agreement should include consideration of whether
24 confidential information may be exchanged in person or electronically,
25 among clients or with others outside of formal counseling sessions.

1 Social workers should inform participants in family, couples, or group
2 counseling that social workers cannot guarantee that all participants
3 will honor such agreements.

4 5. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
6 developed by the board as it relates to:

- 7 a. A.A.C. R4-6-1101, Consent for Treatment.
- 8 b. A.A.C. R4-6-1102, Treatment Plan.
- 9 c. A.A.C. R4-6-1103, Client Record.
- 10 d. A.A.C. R4-6-1104, Financial and Billing Records.

11 ORDER

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

14 1. Respondent's license, LCSW-14028, will be placed on probation for 12 months,
15 effective from the date of entry as signed below.

16 2. Respondent shall not practice under their license, LCSW-14028, unless they are
17 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
18 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
19 shall immediately notify the Board in writing and shall not practice under their license until they
20 submit a written request to the Board to re-commence compliance with this Consent
21 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

1 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
2 proposed clinical supervisor shall provide the same documentation to the Board as was required
3 of the initial clinical supervisor.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 12. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 **Civil Penalty**

9 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

25 ...

1 16. The Board reserves the right to take further disciplinary action against
2 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
3 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
4 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
5 and the period of probation shall be extended until the matter is final.

6 17. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

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

10 25. This Consent Agreement shall be effective on the date of entry below.


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

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

15  April 30, 2019
16 _____ Date _____
17 Ryan A. Dong

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

19 Dated this 01 day of May, 2019.

20 
21 By: _____
22 TOBIN ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners
24
25

1 ORIGINAL of the foregoing filed
This 01 day of May, 2019 with:

2 Arizona Board of Behavioral Health Examiners
3 1740 West Adams Street, Suite 3600
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed via Interagency Mail
This 01 day of May, 2019, to:

6 Marc Harris
7 Assistant Attorney General
8 2005 North Central Avenue
9 Phoenix, AZ 85004

10 COPY of the foregoing mailed via
11 Certified mail no. 9469009000276046995658
12 This 01 day of May, 2019, to:

13 Ryan A. Dong
14 Address of Record
15 Respondent

16 COPY of the foregoing mailed via Mail
17 This 01 day of May, 2019 to:

18 Anne E. McClellan
19 Jennings, Strauss & Salmon, P.L.C.
20 One E. Washington St., #1900
21 Phoenix, AZ 85004-2554
22 Attorney for Respondent
23
24
25