

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

3 **In the Matter of:**

4 **Bridgette G. Turbiville, LAC-17029,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

CASE NO. 2019-0104
CONSENT AGREEMENT
FOR VOLUNTARY SURRENDER

7 **RESPONDENT**

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), Bridgette G. Turbiville ("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 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 The Board issues the following Findings of Fact, Conclusions of Law and Order:

20 **FINDINGS OF FACT**

21 1. Respondent is the holder of License No. LAC-17029 for the practice of
22 counseling in Arizona.

23 2. Respondent was formerly licensed as a licensed professional counselor in the
24 state of Texas.

25 ...

1 3. From 12/11 – 05/14, Respondent provided behavioral health services to an adult
2 male client ("Client") in her private practice in Texas.

3 4. Following Client's discharge, Respondent began a friendship with Client, which
4 became romantic.

5 5. In 10/15, based on Client's wife's ("Wife") suspicion that Respondent and Client
6 were involved in a relationship, Wife hired a private investigator to follow Respondent and
7 Client, who captured images and video of Respondent and Client holding hands and kissing.

8 6. In 06/16, Respondent began working for a behavioral health services agency in
9 Arizona, where she listed Client as a personal reference on her employment application.

10 7. In Texas, where Respondent provided therapeutic services to Client, clinical
11 records must be maintained for a minimum of 6 years from the date of the last professional
12 contact.

13 8. Respondent failed to maintain Client's clinical record.

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), engaging in any conduct, practice or condition that impairs
20 the ability of 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)(k), engaging in any conduct or practice that is contrary to
23 recognized standards of ethics in the behavioral health profession or that constitutes a danger
24 to the health, welfare or safety of a client, as it relates to the following sections of the ACA Code
25 of Ethics:

1 **A.5.c, Sexual and/or Romantic Relationship with Former Clients**

2 Sexual and/or romantic counselor-client interactions or relationship
3 with former clients, their romantic partners, or their family members
4 are prohibited for a period of 5 years following the last professional
5 contact. This prohibition applies to both in-person and electronic
6 interactions or relationships. Counselors, before engaging in sexual
7 and/or romantic interactions or relationships with former clients, their
8 romantic partners, or their family members, demonstrate forethought
9 and document (in written form) whether the interaction or relationship
10 can be viewed as exploitive in any way and/or whether there is still
11 potential harm to the former client; in cases of potential exploitation
12 and/or harm, the counselor avoids entering into such an interaction or
13 relationships.

14 **B.6.h, Storage and Disposal after Termination**

15 Counselors store records following termination of services to ensure
16 reasonable future access, maintain records in accordance with federal
17 and state laws and statutes such as licensure laws and policies
18 governing records, and dispose of client records and other sensitive
19 materials in a manner that protects client confidentiality. Counselors
20 apply careful discretion and deliberation before destroying records
21 that may be needed by a court of law, such as notes on child abuse,
22 suicide, sexual harassment, or violence.

23 ...

24 ...

25 ...

1 **ORDER**

2 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
3 the provision and penalties imposed as follows:

4 1. Respondent's license, LAC-17029, shall be surrendered to the Board, effective
5 from the date of entry as signed below.

6 2. The surrender shall be considered a revocation of Respondent's license.

7
8 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

9 Bridgette G. Turbiville 7-15-19
10 Bridgette G. Turbiville Date

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

12 Dated this 16th day of July, 2019.

13
14 By: [Signature]
15 TOBI ZAVALA, Executive Director
16 Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed
This 15th day of July, 2019 with:

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

21 **COPY** of the foregoing mailed via Interagency Mail
22 This 16th day of July, 2019, to:

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

1 COPY of the foregoing mailed via
Certified mail no. 9489 0090 0027 6047 0032 22,
2 This 10th day of July, 2019, to:

3 Bridgette G. Turbiville
4 Address of Record
5 Respondent

6 COPY of the foregoing mailed via Mail
7 This 10th day of July, 2019 to:

8 Jeremy Geigle
9 Jackson White, P.C.
10 40 North Center Street, Suite 200
11 Mesa, AZ 85201
12 Attorney for Respondent
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STATE OF ARIZONA
BOARD OF BEHAVIORAL HEALTH EXAMINERS
1740 WEST ADAMS STREET, SUITE 3600
PHOENIX, AZ 85007
PHONE: 602.542.1882 FAX: 602.364.0890
Board Website: www.azbbhe.us
Email Address: information@azbbhe.us

DOUGLAS A. DUCEY
Governor

TOBI ZAVALA
Executive Director

July 8, 2019

Bridgette G. Turbiville
[REDACTED]

Dear Ms. Turbiville:

On June 14, 2019, the Arizona Board of Behavioral Health Examiners ("Board") reviewed your application for licensure as a licensed professional counselor and determined that you are not eligible for licensure pursuant to A.R.S. § 32-3275(A)(6). Specifically, the Board found that you engaged in conduct that had you been licensed would have constituted grounds for disciplinary action. The Board determined that the disciplinary action invoked the following violations that were based upon the conduct referenced thereafter:

1. A.R.S § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.
2. A.R.S § 32-3251(16)(k), engaging in any conduct or practice that is contrary to recognized standards of ethics in the behavioral health profession or that constitutes a danger to the health, welfare or safety of a client, as it relates to the following sections of the ACA Code of Ethics:
 - a. A.5.c, Sexual and/or Romantic Relationship with Former Clients:
Sexual and/or romantic counselor-client interactions or relationship with former clients, their romantic partners, or their family members are prohibited for a period of 5 years following the last professional contact. This prohibition applies to both in-person and electronic interactions or relationships. Counselors, before engaging in sexual and/or romantic interactions or relationships with former clients, their romantic partners, or their family members, demonstrate forethought and document (in written form) whether the interaction or relationship can be viewed as exploitive in any way and/or whether there is still potential harm to the former client; in cases of potential exploitation and/or harm, the counselor avoids entering into such an interaction or relationships.
 - b. B.6.h, Storage and Disposal after Termination:
Counselors store records following termination of services to ensure reasonable future access, maintain records in accordance with federal and state laws and statutes such as licensure laws and policies governing records, and dispose of client records and other sensitive materials in a manner that protects client confidentiality. Counselors apply careful discretion and deliberation before destroying records that may be needed by a court of law, such as notes on child abuse, suicide, sexual harassment, or violence.

These violations were based on the following findings:

1. Applicant was formerly licensed as a licensed professional counselor in the state of Texas.
2. From 12/11 – 05/14, Applicant provided behavioral health services to an adult male client (“Client”) in her private practice in Texas.
3. Immediately following Client’s discharge, Applicant began an inappropriate and romantic relationship with Client.
4. Since shortly after Client’s discharge in 05/14, and up until 05/19, Applicant and Client have exchanged approximately 23,199 phone calls and text messages.
5. In addition, Applicant and Client have:
 - a. Visited each other.
 - b. Spent at least one overnight trip together.
 - c. Moved into housing in very close proximity to each other.
 - d. Have expressed feelings of affection to each other, such as kissing and physically embracing.
6. In 10/15, based on Client’s wife’s (“Wife”) suspicion that Applicant and Client were involved in a relationship with each other, Wife hired a private investigator (“PI”) to follow Applicant and Client.
7. On 10/01/15, beginning around 11:30 p.m., PI identified Applicant at the San Francisco Airport, who was awaiting Client’s flight arrival.
8. Upon Client’s arrival, PI took several pictures of Applicant and Client together, which captured the following:
 - a. Client’s arm wrapped around Applicant’s neck.
 - b. Applicant’s arms wrapped around Client’s waist.
 - c. Applicant and Client kissing.
9. In addition, PI captured a video of Applicant and Client, which shows them holding hands and kissing multiple times for prolonged periods of time.
10. During her investigative interview with Board staff, Applicant indicated the following:
 - a. From 12/11 – 05/14, Applicant provided approximately 11 therapeutic sessions to Client.
 - b. Client was seeking services on how to process his marriage issues, impending divorce, and his children’s needs.
 - c. A few months following Client’s discharge, their nonprofessional relationship began.
 - d. “We had been chatting back and forth and honestly, I was kind of like, ‘I don’t care.’”
 - e. Applicant was in a state of emotional distress and appreciated her friendship with Client because he noticed her.
 - f. Regarding the San Francisco Airport:
 - Around that time, Client and Applicant were talking on the phone, being flirtatious.
 - They arranged that Applicant would pick up Client from the airport.
 - “It felt good to have somebody think I was pretty and that I was okay.”
 - This was Applicant’s first and only date with Client.
 - After leaving the airport, Client drove them to one of his friend’s houses where they stayed the night, in separate rooms.
 - g. Other than “making out,” Client and Applicant had no sexual contact.
 - h. Client did have feelings for Applicant, but they were not reciprocated.
11. In 06/16, Applicant began working for a behavioral health services agency in Arizona, where she listed Client as a personal reference on her employment application.
12. In Texas, where Applicant provided therapeutic services to Client, clinical records must be maintained for a minimum of 6 years from the date of the last professional contact.
13. Applicant failed to maintain Client’s clinical record.

Per A.R.S. §41.1092.03.B, you may request a Formal Hearing by notifying the agency in writing within thirty-five (35) days from the date of this letter. If you do request a Formal Hearing, you also have the

right, pursuant to A.R.S. §41-1092.06, to request a settlement conference. If you do not request a Formal Hearing by the close of business on August 12, 2019, your file will be closed without further recourse to appeal and the licensure denial will be reported to the federal data banks that record this information. If you desire licensure at a later date, you must submit a new application and fee.

PLEASE BE FURTHER ADVISED that, pursuant to the Board's licensure statute, as of July 1, 2004, only persons holding licenses to practice counseling may do so unless they are exempt from licensure pursuant to A.R.S. § 32-3271.

If you have any questions, I can be reached at (602) 542-1617.

Sincerely,

A handwritten signature in black ink, appearing to read "Tobi Zavala", written over a horizontal line.

Tobi Zavala
Executive Director

cc: Applicant's attorney