

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

2 **In the Matter of:**

3 **Deborah E. Quinley-Hayes, LPC-11837,**
4 **LISAC-10237**
5 **Licensed Professional Counselor, Licensed**
6 **Intendent Substance Abuse Counselor,**
7 **In the State of Arizona.**

CASE NO. 2019-0115

RELEASE FROM CONSENT AGREEMENT
AND ORDER


RESPONDENT

8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated October 28, 2019. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated October 28, 2019.

12 **ORDER**

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

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated October 28, 2019.

16 By: 
17 **TOBI ZAVALA, Executive Director**
18 **Arizona Board of Behavioral Health Examiners**

Nov 16, 2020
Date

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

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

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

24 Deborah E. Quinley-Hayes
25 Address of Record
Respondent

1 BEFORE THE ARIZONA BOARD
2 OF BEHAVIORAL HEALTH EXAMINERS

3 In the Matter of:

4 Deborah E. Quinley-Hayes,
5 LPC-11837, LISAC-10237,
6 Licensed Professional Counselor,
7 Licensed Independent Substance Abuse
8 Counselor,
9 In the State of Arizona.

RESPONDENT

CASE NO. 2019-0115
CONSENT AGREEMENT

10 In the interest of a prompt and speedy settlement of the above captioned matter,
11 consistent with the public interest, statutory requirements and responsibilities of the Arizona
12 State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F)
13 and 41-1092.07(F)(5), Deborah E. Quinley-Hayes ("Respondent") and the Board enter into this
14 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as
15 a final disposition of this matter.

16 RECITALS

17 Respondent understands and agrees that:

- 18 1. Any record prepared in this matter, all investigative materials prepared or
19 received by the Board concerning the allegations, and all related materials and exhibits may be
20 retained in the Board's file pertaining to this matter.
- 21 2. Respondent has the right to a formal administrative hearing at which Respondent
22 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably
23 waives their right to such formal hearing concerning these allegations and irrevocably waives
24 their right to any rehearing or judicial review relating to the allegations contained in this Consent
25 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 between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent understands that once the Board approves and signs this Consent
19 Agreement, it is a public record that may be publicly disseminated as a formal action of the
20 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

21 8. Although Respondent does not agree that all the Findings of Fact set forth in this
22 Consent Agreement are supported by the evidence, Respondent acknowledges that it is the
23 Board's position that, if this matter proceeded to formal hearing, the Board could establish
24 sufficient evidence to support a conclusion that certain of Respondent's conduct constituted
25 unprofessional conduct. Therefore, Respondent has agreed to enter into this Consent

1 Agreement as an economical and practical means of resolving the issues associated with the
2 complaint filed against her. Further, Respondent acknowledges that the Board may use the
3 evidence in its possession relating to this Consent Agreement for purposes of determining
4 sanctions in any further disciplinary matter.

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

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

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

12 **FINDINGS OF FACT**

13 1. Respondent is the holder of License Nos. LPC-11837 and LISAC-10237 for the
14 practice of counseling and substance abuse counseling in Arizona.

15 2. Around 12/18, Respondent met with a minor client ("Client") for approximately 3
16 sessions for the purpose of writing an assessment.

17 3. In review of the assessment, titled Assessment for Parental Placement, which
18 was submitted to Father who used the document in litigation Assessment for Parental
19 Placement, it included the following information in part:

20 a. Client referred for an assessment, and not treatment, of her mental and
21 emotional stability regarding her capacity to make healthy decisions
22 regarding placement with Client's Father and/or Client's Mother.

23 b. Client presents with strong objection to living with or having a relationship
24 with Mother at this time as she is not ready.

25 ...

1 c. Client is currently happy and emotionally stable living with Father as he is
2 supportive and she feels uncontrolled by him.

3 d. There does not appear to be any physical abuse or aggression from Mother,
4 but due to the nature of the Client's symptoms and her strong objection, it is
5 recommended that she not return to Mother until it is emotionally safe to do
6 so.

7 e. Respondent recommends that Mother have a complete psychological
8 evaluation to identify any underlying problems that may impede a healthy
9 relationship with Client.

10 4. Respondent's assessment was inappropriate for the following reasons:

11 a. Having reason to know that Father and Mother were involved in a high-
12 conflict custody dispute, Respondent provided information and
13 recommendations knowing they could be used in court proceedings.

14 b. The court did not appoint Respondent to complete an assessment, nor did it
15 request or solicit any information or communication from Respondent.

16 c. Without any knowledge or notification to Mother that Respondent was
17 including her in the assessment, Respondent specifically wrote that:

18 • Due to the nature of Client's symptoms and her strong objection, it is
19 recommended that she not return to Mother until it is emotionally safe to
20 do so.

21 • Respondent recommends that Mother have a complete psychological
22 evaluation to identify any underlying problems that may impede a healthy
23 relationship with Client.

1 5. Following the 3 initial sessions and the completion of Client's assessment,
2 Respondent began providing Client with therapeutic counseling services.

3 6. As the ACA Code of Ethics provides, when counselors change a role such as
4 from an evaluative role to a therapeutic role, they obtain informed consent, explain the client's
5 right to refuse services related to the change, and inform the client of any anticipated
6 consequences of the change. Respondent did not document having obtained informed consent
7 when she changed her role to providing therapeutic counseling services.

8 7. Respondent represents that she does not handle high conflict custody cases and
9 was asked by Father, who had sole legal medical decision-making authority for Client, to
10 evaluate Client's mental and emotional stability. She was unaware that Mother and Father were
11 involved in a high conflict custody dispute. Father directed Respondent not to interview Mother.
12 Respondent's most paramount concern was for Client's safety based on Client's past suicidal
13 ideation associated with living with Mother, and so Respondent recommended Client not return
14 to Mother until it had been determined emotionally safe to do so. Respondent is not aware of
15 any attempts by Mother to contact her until after Mother and Father conducted a Resolution
16 Management Conference, in which they agreed to parenting time orders.

17 CONCLUSIONS OF LAW

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

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

24 3. The conduct and circumstances in the Findings of Fact constitute a violation of
25 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 section of the ACA Code of Ethics:

A.6.d. Role Changes in the Professional Relationship:

When counselors change a role from the original or most recent contracted relationship, they obtain informed consent from the client and explain the client's right to refuse services to the change.

Examples of role changes include, but are not limited to:

1. Changing from individual to relationship or family counseling, or vice versa;
2. Changing from an evaluative role to a therapeutic role, or vice versa; and
3. Changing from a counselor to a mediator role, or vice versa.

Clients must be fully informed of any anticipated consequences (e.g., financial, legal, personal, therapeutic) of counselor role changes.

ORDER

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

1. Respondent's licenses, LPC-11837 and LISAC-10237, will be placed on probation for 24 months, effective from the date of entry as signed below.

2. Respondent shall not practice under their licenses, LPC-11837 and LISAC-10237, unless they are fully compliant with all terms and conditions in this Consent Agreement.

If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their

1 license until they submit a written request to the Board to re-commence compliance with this
2 Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

7 Continuing Education

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

14 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
16 hours of continuing education addressing high-conflict court involved cases. All required
17 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
18 Respondent shall submit a certificate of completion of the required continuing education.

19 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
20 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
21 hours of continuing education addressing clinical treatment of high-conflict families. All required
22 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
23 Respondent shall submit a certificate of completion of the required continuing education.

1 Clinical Supervision

2 7. While on probation, Respondent shall submit to clinical supervision for 24 months
3 by a masters or higher level behavioral health professional licensed at the independent level.
4 The clinical supervisor shall have expertise in high-conflict and family court cases. Within 30
5 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical
6 supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of
7 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 8. The focus of the supervision shall relate to ethics, high-conflict resolution cases,
14 and clinical documentation. Respondent shall meet individually in person with the supervisor for
15 a minimum of once monthly.

16 Reports

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

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

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

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

8 Change of Clinical Supervisor During Probation

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

16 13. After completion of the stipulations set forth in this consent agreement, and upon
17 the supervisor's recommendation, Respondent may request early release from the consent
18 agreement after 12 months.

19 GENERAL PROVISIONS

20 Provision of Clinical Supervision

21 14. Respondent shall not provide clinical supervision while subject to this Consent
22 Agreement.

23 Civil Penalty

24 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil
25 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

20 19. If Respondent currently sees clients in their own private practice, and obtains any
21 other type of behavioral health position, either as an employee or independent contractor, where
22 they provide behavioral health services to clients of another individual or agency, they shall
23 comply with requirements set forth in paragraphs 19 through 21 below.

24 20. Within 10 days of the effective date of this Order, if Respondent is working in a
25 position where Respondent provides any type of behavioral health related services or works in a

1 setting where any type of behavioral health, health care, or social services are provided,
2 Respondent shall provide the Board Chair or designee with a signed statement from
3 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
4 Consent Agreement. If Respondent does not provide the employer's statement to the Board
5 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
6 copy of the Consent Agreement.

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

17 22. If, during the period of Respondent's probation, Respondent changes
18 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
19 extended leave of absence for whatever reason that may impact their ability to timely comply
20 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
21 the Board of their change of employment status. After the change and within 10 days of
22 accepting employment in a position where Respondent provides any type of behavioral health
23 related services or in a setting where any type of behavioral health, health care, or social
24 services are provided, Respondent shall provide the Board Chair or designee a written
25 statement providing the contact information of their new employer(s) and a signed statement

1 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
2 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
3 the Board within 10 days, as required, Respondent's failure to provide the required statement to
4 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
5 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

22 26. Respondent shall be responsible for ensuring that all documentation required in
23 this Consent Agreement is provided to the Board in a timely manner.

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

