

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

2 **In the Matter of:**

3 **Daniel R. Krepps, LISAC-15073, LPC-16165,**  
4 **Licensed Independent Substance Abuse**  
5 **Counselor, Licensed Professional**  
6 **Counselor**  
7 **In the State of Arizona.**

**CASE NO. 2019-0121**

**RELEASE FROM**  
**CONSENT AGREEMENT AND ORDER**


6 **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 November 19<sup>th</sup>, 2019. After  
10 consideration, the Board voted to release Respondent from the terms and conditions of the  
11 Consent Agreement and Order dated November 19<sup>th</sup>, 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 November 19<sup>th</sup>, 2019.

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

**Jan 21, 2021**  
Date

18  
19 **ORIGINAL** of the foregoing filed **Jan 21, 2021**  
20 with:

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

24 **EXECUTED COPY** of the foregoing sent electronically **Jan 21, 2021**  
25 to:

Daniel R. Krepps  
Address of Record  
Respondent



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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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.     Respondent further understands that any violation of this Consent Agreement  
22 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
23 disciplinary action pursuant to A.R.S. § 32-3281.

24 ...

25 ...



1 8. When questioned by Agency, Respondent acknowledged that the urine was not  
2 his.

3 9. Respondent represents the following regarding this matter:

4 a. Respondent's girlfriend at the time said that the topical lube they used  
5 multiple times might make Respondent test positive for marijuana.

6 b. In his panic, Respondent committed a grave mistake and attempted to use  
7 his adult daughter's urine for the test.

8 c. Respondent then went to Agency the next day for his first day of work and  
9 signed the employee drug testing directive.

10 d. Respondent went to the laboratory to take the drug test where he had the  
11 urine concealed in his pocket.

12 10. On 09/13/19, the Board reviewed this matter and ordered Respondent to submit  
13 to a hair follicle drug test within 7 days.

14 11. The results of the 6-panel hair follicle test were negative for all drugs tested.

#### 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)(b), using fraud or deceit in connection with rendering services  
21 as a licensee or in establishing qualifications pursuant to this chapter.

#### 22 **ORDER**

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

25 ...



1 **Clinical Supervision**

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

13 **Focus and Frequency of Clinical Supervision**

14 7. The focus of the supervision shall relate to relapse prevention, triggers, power  
15 differential, being a role model, and ethics and judgment. Respondent shall meet individually in  
16 person with the supervisor for a minimum of one hour, twice monthly if working fulltime.

17 **Reports**

18 8. 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 ...

1 9. 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 10. 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 11. 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 **Early Release**

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

20 **GENERAL PROVISIONS**

21 **Provision of Clinical Supervision**

22 13. Respondent shall not provide clinical supervision while subject to this Consent  
23 Agreement.

24 ...

25 ...



**Civil Penalty**

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

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

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

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

18. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where ...

1 they provide behavioral health services to clients of another individual or agency, they shall  
2 comply with requirements set forth in paragraphs 19 through 21 below.

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

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

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

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

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

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

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

1           25.     Respondent shall be responsible for ensuring that all documentation required in  
2 this Consent Agreement is provided to the Board in a timely manner.

3           26.     This Consent Agreement shall be effective on the date of entry below.

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

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

8     *Daniel Krepps, LPC*  
9     Daniel R. Krepps

Nov 15, 2019  
Date

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

11     By: *Tobi Zavala*  
12     TOBI ZAVALA, Executive Director  
13     Arizona Board of Behavioral Health Examiners

Nov 19, 2019  
Date

14                   **ORIGINAL** of the foregoing filed Nov 19, 2019  
15 with:

16     Arizona Board of Behavioral Health Examiners  
17     1740 West Adams Street, Suite 3600  
18     Phoenix, AZ 85007

19                   **EXECUTED COPY** of the foregoing sent electronically Nov 19, 2019  
20 to:

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

25     Daniel R. Krepps  
Address of Record  
Respondent