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# BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Bridgette G. Glade, LAC Applicant, Licensed Associate Counselor, In the State of Arizona.

#### **RESPONDENT**

**CASE NO. 2022-0178** 

### CONSENT AGREEMENT FOR ISSUANCE OF LICENSE

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

#### **RECITALS**

Respondent understands and agrees that:

- Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
- 2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
- Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

#### FINDINGS OF FACT

- In 10/16, Respondent applied for her LAC with the Board and in 12/17 was granted her LAC license and placed on a Non-Disciplinary Consent Agreement for a 2015 DUI with a BAC of .129%.
- 2. In 07/19, Respondent voluntarily surrendered her LAC license after a full investigation regarding complaint 2019-0104.
- 3. In 09/19, Respondent's LPC application with the Board was denied for unprofessional conduct based on the investigation pertaining to complaint 2019-0104.
- 4. Both of these Board actions were due to Respondent's inappropriate romantic relationship with a former client.
- 5. In 10/20, Respondent applied for her LPC with the Board and indicated the following regarding yes answers to various background questions on the questionnaire:

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- Respondent previously surrendered her license and was denied licensure by the Board for reasons known by the Board.
- In 2014, Respondent began drinking alcohol to ease her feelings and after her divorce the drinking intensified.
- Alcohol affected her judgment which resulted in making poor choices, but
   Respondent was in denial about her alcoholism.
- d. Two years ago, Respondent's friends and family expressed concerns about her drinking and she began to attend AA but Respondent was not convinced she was an alcoholic.
- e. In 04/20, Respondent participated in a women's residential treatment center in Texas.
- f. Respondent had stayed sober for 6 months prior to going to The Fullbrook Center ("Fullbrook"), and took a hard look at the consequences due to her drinking.
- g. Since returning from Fullbrook, Respondent has developed a routine, a higher power, completed the 12 Steps, and attended her own therapy.
- 6. In 05/21, Respondent agreed to switch her license application from LPC to LAC due to deficiencies with the supervised work experience.
- 7. A 05/03/21 letter from Respondent's sponsor ("Sponsor") indicated Respondent had made great progress over the last two years, attends 3 meetings weekly, started attending groups to address codependency, and has a strong foundation to move forward in her personal life.
- 8. On 05/11/21, Respondent was arrested for DUI after running into a parked vehicle and her blood draw results measured her BAC at .144%.
  - 9. On 05/14/21, Respondent emailed Board staff the following:

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- a. Respondent relapsed this past Tuesday and her codependency got her.
- b. Respondent needs time to figure out why and how to manage the stress of residential treatment life.
- c. Respondent wants to be honest, is quitting her current employment to take time for herself, and asks to postpone her application at this time.
- 10. On 02/18/22, Respondent submitted a written statement to the Board which included the following:
  - a. From 05/21 08/21, Respondent attended individual and group therapy at Compass Recovery Center ("Compass") and received urinalysis screens almost daily for personal accountability.
  - b. Respondent quit working to take time to care for herself.
  - c. Respondent attends AA meetings 5 times weekly and has a great sponsor she can call any time.
  - d. Respondent made the poor choice to drink and drive.
  - e. Since 09/21, Respondent has been working as a therapist and is doing well with self-care.
  - f. Respondent also manages the stress of raising two step-children that live with her and her husband while there is a custody case going on.
  - 11. In a 03/06/22 written statement to the Board, Respondent indicated the following:
    - a. In 05/21, Respondent drank one day and would have been sober two years in 05/22.
    - Respondent received individual therapy and started to take care of her health.
    - Respondent has learned skills to maintain on her own, has a sponsor, and attends AA meeting 5 times weekly.

- d. Respondent has made sure to have no contact with past or future clients that would be a violation of ethics.
- e. Respondent's recovery plan includes AA meetings 5 times a week, call

  Sponsor daily, work, hike, eat healthy, meditate with Insight Timer, uses
  supervisor at work for supervision, ride her motorcycle, Jeep, and pray to a
  Higher Power daily.
- 12. From 04/20 05/20, Respondent participated in inpatient services with Fullbrook and her discharge indicated the following:
  - a. Successful completion after Respondent completed a 30-day stay and was diligent in completing all 12 steps.
  - Respondent was recommended to remain in treatment longer but she wanted to get back home to her family and work.
  - c. Prognosis was fair due to full engagement in treatment and following the discharge plan but Respondent continues to struggle with emotional reactivity and codependency.
  - Respondent was fully engaged in her treatment and worked to meet her goals.
- 13. From 05/20 06/20, Respondent participated in outpatient services withCompass and her discharge indicated the following:
  - a. Respondent left involuntarily before completing treatment.
  - b. Respondent was initially highly engaged, however later chose to discontinue group therapy.
  - c. Respondent would benefit from ongoing individual therapy and will be discharged due to her expressed desire to find a therapist with more flexibility and availability.

- 14. From 05/21 08/21, Respondent participated in outpatient services with Compass and her discharge indicated the following:
  - Respondent met all of her goals and throughout treatment, she struggled with her relationship with her husband and was able to see most of her anxiety was situational anxiety as a result of that relationship.
  - Respondent created healthy boundaries with her husband and stepchildren.
  - The prognosis for Respondent was good as a result of her having a renewed center in her life and hope for the future.
  - Respondent is aware of what to do in case of an emergency and is aware of community services.
- 15. From 06/20 05/21, Respondent was employed at Granite Behavioral Health and her personnel records did not include any adverse or disciplinary action.
- 16. From 09/21 05/22, Respondent was employed at Start Moving-on Counseling and Trauma Center and her personnel records did not include any adverse or disciplinary action.
  - 17. During an investigative interview, Respondent represented the following:
    - a. 05/12/22 will be one year of sobriety for Respondent.
    - Respondent relapse prevention plan includes ZOOM meetings 4-5 times a
      week, a couple other meetings in-person weekly, riding her motorcycle,
      driving her Jeep, step work with Sponsor almost daily, and reaching out to
      people.
    - c. Previously Respondent started drinking to get along with her ex-husband and became an alcoholic.
    - d. Sponsor has been Respondent's sponsor for almost 3 years but Applicant did not realize she had a problem the first year.

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- e. Respondent used to not be able to relate to AA and did not think she had a problem years ago, but now she believes AA meetings are amazing.
- f. Respondent realized it was not how much you drank but about the consequences of your drinking.
- g. Respondent is now very careful who she sees as a client and sets boundaries with clients so no boundaries issues ever occur again.
- h. Respondent is aware the previous revocation of her license was because of something she should not have done.
- Respondent's unprocessed trauma and substance use had an effect on her decision making back then.
- j. Respondent brought God into her life which has helped her maintain sobriety.

#### **CONCLUSIONS OF LAW**

- 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.* and the rules promulgated by the Board relating to Respondent's professional practice as a licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

#### **ORDER**

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

#### Stayed Suspension

 As of the effective date of this Consent Agreement, Respondent's license shall be SUSPENDED. However, the suspension shall be stayed and Respondent's license shall be placed on probation.

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- 2. During the stayed suspension portion of the Order, if Respondent is noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted and Respondent's license shall be automatically suspended as set forth above.
- 3. If Respondent contests the lifting of the stay as it relates to this paragraph, Respondent shall request in writing, within 10 days of being notified of the automatic suspension of licensure, that the matter be placed on the Board agenda for the Board to review and determine if the automatic suspension of Respondent's license was supported by clear and convincing evidence.
- 4. If the written request is received within 10 days of a regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting.
- 5. Pending the Board's review, Respondent's license shall be reported as suspended under review. Respondent may not work in any capacity as a licensed behavioral health professional pending the Board's review. The Board's decision and Order shall not be subject to further review.
  - 6. Respondent's application to be a licensed associate counselor is approved.
- 7. The license issued to Respondent pursuant to paragraph 1 will be immediately placed on probation for 24 months.
- 8. Respondent shall not practice under their license 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 license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

#### **Continuing Education**

10. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three semester credit hour graduate level behavioral health ethics course from a regionally accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.

#### **Clinical Supervision**

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

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#### Focus and Frequency of Clinical Supervision

12. The focus of the supervision shall relate to boundaries, self-care related to triggers and trauma, substance use, and Arizona statutes and rules. Respondent shall meet individually in person with the supervisor for a minimum of one hour weekly if working fulltime.

#### **Reports**

- 13. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:
  - a. Dates of each clinical supervision session.
  - A comprehensive description of issues discussed during supervision sessions.
- 14. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
- 15. After Respondent's probationary period, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

#### **Change of Clinical Supervisor During Probation**

16. If, during the period of Respondent's probation, the clinical supervisor determines that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of the end of supervision and provide the Board with an interim final report. Respondent shall

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advise the Board Chair or designee within 30 days of cessation of clinical supervision by the approved clinical supervisor and provide the name of a new proposed clinical supervisor. The proposed clinical supervisor shall provide the same documentation to the Board as was required of the initial clinical supervisor.

#### **Recovery Program**

17. While on probation, Respondent shall attend recovery support meetings at a minimum of three times per week. Respondent shall obtain a sponsor, mentor, or group leader and that individual shall provide quarterly reports to the Board Chair or designee attesting to Respondent's attendance and participation.

#### **Biological Fluid Testing**

18. Within 10 days of the effective date of this Order, Respondent shall enroll in a program that meets Board criteria for observed random biological fluid testing. The chemicals tested shall be determined by the Board Chair or designee. Random testing shall be done at a minimum of twice monthly for the first 12 months and then once monthly after the first 12 months, and may be required more frequently as requested by the Board or its designee. Respondent shall direct the Board-approved testing laboratory to provide a copy of each test result to the Board. Respondent shall direct the Board-approved testing laboratory to advise the Board or its designee within 7 days regarding any issue of noncompliance by Respondent. Respondent shall notify the biological fluid testing laboratory and the Board, in writing, of unavailability to test prior to an anticipated absence or if unable to provide a sample due to illness. Respondent must submit in writing within 7 days of the missed specimen, documentation from a treating physician who has personally evaluated Respondent on the day of the requested screen that Respondent was not physically able to report to the laboratory for biological fluid testing.

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Failure to show for a random biological fluid test or failure to provide a random biological fluid sample on a day when a sample is requested by the Board, its designee or the laboratory will be considered an admission of a positive urine screening. The following situations will also constitute an admission of a positive urine screen: submission of a specimen where the integrity has been compromised as indicated by the presence of adulterants, with determination made by laboratory personnel; submission of a sample that is below acceptable volume or temperature to be tested; failure to provide written advance notice of anticipated absence; and failure to provide written verification of illness from a physician within 7 days of the missed specimen.

Failure to show for the random biological fluid test, failure to provide a random biological fluid sample or a positive drug screen showing evidence of any drug other than an authorized medication will constitute a violation of this Order. A violation of this Order for those reasons will be deemed to be a threat to the public's health, safety and welfare. The Board may then summarily suspend Respondent's license and may impose disciplinary action including but not limited to suspension or revocation of Respondent's license, after notice and opportunity for a hearing. The issue at such hearing will be limited to whether Respondent violated this Order by failing to show for a random biological fluid test, failing to provide a random biological fluid sample or for having tested positive for any drug other than an authorized medication.

19. Respondent shall abstain completely from the personal use of the following substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products, and herbal or health preparations containing derivatives of controlled substances. Respondent is fully responsible for any and all ingested materials and their contents.

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- 20. Respondent shall abstain completely from the personal use of alcohol or controlled substances or possession of controlled substances, as defined in the State Controlled Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a prescription. Respondent shall abstain from the use of alcohol and all over-the-counter medications except plain aspirin, acetaminophen, or ibuprofen.
- 21. Orders prohibiting Respondent from personal use or possession of controlled substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully prescribed to Respondent for a bona fide illness or condition by a medical care provider. During the duration of this Consent Agreement, Respondent shall select one (1) medical care provider to coordinate their health care needs and to be aware of all prescriptions utilized by Respondent. Respondent shall immediately submit to that provider a copy of this Consent Agreement and shall execute all release of information forms as required by the Board or its designee. The medical care provider shall, within 14 days of the effective date of this Consent Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and provide a list of medications prescribed for Respondent. During the duration of this Consent Agreement, Respondent shall cause all providers to notify the Board of any additional medications ordered by the provider. The notification shall be made in writing within 7 days of the provider's issuance of the prescription.
- 22. If Respondent has a lawful prescription for a narcotic or mood-altering drug, Respondent shall cause their prescribing provider to submit monthly reports to the Board by the 30<sup>th</sup> day of each month regarding the continued need for the prescribed narcotic or mood-altering medications. The Board or its designee may, at any time, request the provider to document the continued need for prescribed medications. Respondent shall keep a written record of medications taken, including over the counter drugs, and produce such record upon request by the Board or its designee.

**GENERAL PROVISIONS** 

**Provision of Clinical Supervision** 

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

#### **Civil Penalty**

- 24. Subject to the provisions set forth in paragraph 25, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 25. 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 9, 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.
- 26. 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.
- 27. 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

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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.

- 28. 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 they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 29 through 31 below.
- 29. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 30. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a written statement providing the contact information of their new employer and a signed statement from Respondent's new employer confirming Respondent provided the employer with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

- and shall be deemed a violation of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact their ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the Board of their change of employment status. After the change and within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee a written statement providing the contact information of their new employer(s) and a signed statement from Respondent's new employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the required statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 32. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 33. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated

'	I that they have addressed the issues contained in this Consent Agreement. In the event that		
2	Board determines that any or all terms and conditions of this Consent Agreement have not bee		
3	met, the Board may conduct such further proceedings as it determines are appropriate		
4	address those matters.		
5	34. Resp	oondent shall bear all costs relating	to probation terms required in this
6	Consent Agreement.		
7	35. Resp	oondent shall be responsible for ensu	ring that all documentation required in
8	this Consent Agreement is provided to the Board in a timely manner.		
9	36. This Consent Agreement shall be effective on the date of entry below.		
10	37. This Consent Agreement is conclusive evidence of the matters described here		
11	and may be considered by the Board in determining appropriate sanctions in the event a		
12	subsequent violation occurs.		
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14	PROFESSIONAL ACCEPTS, SIGNS AND  Bridgette Glade  Bridgette Glade (Jun 14, 2022 13:56 PDT)		
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**EXECUTED COPY** of the foregoing sent electronically Jun 14, 2022 to: Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004 Bridgette G. Glade Address of Record Respondent