

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

3 **In the Matter of:**

4 **Deborah L. DeYoung, LPC-15140,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0042
CONSENT AGREEMENT

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), Deborah L. DeYoung (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-15140 for the practice of
15 counseling in Arizona.

16 2. From 03/21 – 09/22, Respondent provided behavioral health services to Client
17 who was a minor at the time of services.

18 3. Client's goals for treatment included reducing negative beliefs about self,
19 understanding trauma, and reducing anxiety and depression from Complainant's verbal
20 emotional abuse.

21 4. In 05/22, Complainant who is Client's father, revoked his consent for Respondent
22 to treat Client and Respondent documented his revoked consent in the 05/11/22 progress note.

23 5. Respondent subsequently continued treating Client for roughly 4 months after
24 Complainant revoked his consent for Respondent to treat Client.

25 ...

1 6. Throughout the course of treatment, Respondent and Mother exchanged
2 numerous text messages which included the following in part:

- 3 a. Mother invited Respondent to Client's softball games.
- 4 b. They had discussions about Complainant and the damage he has caused.
- 5 c. Respondent offered to write a letter stating Client is being emotionally
6 harmed at Complainant's home.
- 7 d. Respondent sent Mother a letter, asked Mother to read it before she sent to
8 Caseworker, and made adjustments that Mother requested.
- 9 e. Respondent told Mother that Complainant's views support a narcissistic
10 person.

11 7. Respondent in fact went to some of Client's softballs game upon Mother's invite.

12 8. Respondent extended her boundaries of competence by writing a letter to
13 Caseworker providing her opinion that Client could reduce anxiety and depression without the
14 poor living conditions and Complainant's verbal abuse without ever witnessing the living
15 conditions in Complainant's home.

16 9. Upon receipt of this Board complaint, Respondent showed Mother and Mother
17 subsequently wrote a letter of support for Respondent and Respondent provided this letter from
18 Mother in support of the Board complaint.

19 10. Respondent engaged in conduct outside of the therapeutic relationship with
20 Mother throughout the texting and meeting up in a social setting outside of the therapy setting.

21 **CONCLUSIONS OF LAW**

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

25 ...

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

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could
6 impair the licensee's objectivity or professional judgment or create a risk of harm to the
7 client. For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
8 engages in both a professional and nonprofessional relationship with a client that is avoidable
9 and not incidental.

10 4. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
12 that are not congruent with the licensee's professional education, training or experience.

13 5. The conduct and circumstances described in the Findings of Fact constitute a
14 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the
15 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship
16 with a client, former client or supervisee for the benefit or profit of the licensee.

17 **ORDER NOT TO RENEW**

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

20 1. As of the effective date of the Consent Agreement, Respondent shall not practice
21 under their license.

22 2. Respondent's license, LPC-15140, shall by rule, expire on 04/30/24.

23 3. Respondent agrees not to renew their license.

24 4. Respondent agrees not to submit any type of new license application to the
25 Board for a minimum of five (5) years.

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

4 **Practice Termination Plan**

5 6. Within 14 days of the effective date of the Consent Agreement, Respondent shall
6 submit a written plan for terminating their private practice for pre-approval by the Board Chair or
7 designee. At a minimum, the proposed termination plan must include each of the following:

- 8 a. A written protocol for the secure storage, transfer and access of the clinical
9 records of Respondent's clients and former clients.
- 10 b. The procedure by which Respondent shall notify each client and former client
11 in a timely manner regarding the future location of the clinical records of
12 Respondent's clients and former clients and how those records can be
13 accessed after the termination of Respondent's practice.
- 14 c. A written protocol for developing an appropriate referral for continuation of
15 care for Respondent's current clients.
- 16 d. A list of Respondent's current clients and the timeframe for terminating
17 services to each client. The timeframe for terminating services shall not
18 exceed 30 days.

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

20 Deborah L. DeYoung Mar 23, 2023
Deborah L. DeYoung (Mar 23, 2023 15:29 PDT)
21 Deborah L. DeYoung Date

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

23 By: Meli Zavala Apr 17, 2023
24 TOBI ZAVALA, Executive Director Date
25 Arizona Board of Behavioral Health Examiners

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ORIGINAL of the foregoing filed Apr 17, 2023

with:

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

EXECUTED COPY of the foregoing sent electronically Apr 17, 2023

to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Deborah L. DeYoung
Address of Record
Respondent











Consent Agreement

Final Audit Report

2023-04-17

Created:	2023-03-20
By:	Jimena Castillo Casaus (jimena.castillocasaus@azbbhe.us)
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-  Signer debdeyoung@me.com entered name at signing as Deborah L. DeYoung
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-  Document e-signed by Deborah L. DeYoung (debdeyoung@me.com)
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