

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

3 **In the Matter of:**

4 **Noelle L. Landay, LCSW- 13354,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0065
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), Noelle L. Landay (“Respondent”) and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
13 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LCSW-13354 for the practice of Social
15 Work in the State of Arizona.

16 2. From 04/20 – 03/21, Respondent provided behavioral health services to Client at
17 Private Practice.

18 3. According to the progress notes, Client’s therapy focused on conversations
19 regarding Client and their partner’s (“Partner”) relationship.

20 4. It was unclear what the goals of therapy were since Respondent failed to devise
21 a treatment plan over the course of 11 months of treatment with Client.

22 5. At some point throughout the course of Client’s treatment, Client offered the idea
23 of Respondent hiring Partner to help Respondent promote her social media.

24 6. Respondent subsequently agreed and facilitated a consultation with Partner via
25 Zoom.

1 7. Despite Partner never officially promoting Respondent's social media,
2 Respondent did pay Partner \$35 for this consultation and gave Client the money to give to
3 Partner.

4 8. Respondent failed to establish and maintain professional therapeutic boundaries
5 with Client.

6 9. Respondent only knew of Partner through Client who was Respondent's active
7 therapy client while Respondent engaged in this inappropriate consultation for social media
8 promotion services, creating a possible conflict of interest by engaging in multiple roles with a
9 client and their significant other.

10 10. A majority of Client's therapy session involved conversations about Client and
11 Partner's relationship, yet Respondent engaged in this non-therapeutic arrangement with
12 Partner.

13 11. Despite Respondent representing that having Partner promote her social media
14 was Client's idea, Respondent blurred her professional boundaries by accepting Client's offer
15 and having a consultation with Partner about the service Partner could offer Respondent as well
16 as providing payment to Partner.

17 12. Respondent failed to document anywhere in Client's clinical record the
18 conversation between Respondent and Client where Client offers Partner's services, as well as
19 the consultation between Respondent and Partner.

20 13. Respondent again blurred her professional boundaries with Client by texting
21 Client when Respondent saw Client in line at a drive through, saying she liked Client's hair.

22 14. Respondent represented that accepting Client's offer for Partner's services and
23 Respondent texting Client outside of therapy was simply a lapse in judgment.

24 ...

25 ...

1 15. Respondent has been independently licensed and in private practice since 2011
2 and engaged in this conduct with a client and their partner without seeing the potential for a
3 negative impact on Client's therapy.

4 16. All of Client's progress notes were hand-written and failed to include the following
5 minimum Board requirements:

- 6 a. The time spent providing the behavioral health service.
- 7 b. Indication of individual, couples, family, or group session.
- 8 c. The dated signature of Respondent.

9 17. Respondent represented the following regarding her documentation deficiencies:

- 10 a. Respondent has not been completing treatment plans since the inception of
11 Private Practice in 2011.
- 12 b. Respondent's progress notes have failed to include the 3 identified minimum
13 requirements since she began Private Practice in 2011.
- 14 c. Respondent felt her dated signature on progress notes were redundant.
- 15 d. All of Respondent's clinical records prior to 01/23 would include the same
16 deficiencies.
- 17 e. Respondent's lack of understanding of the Board's requirements was an error
18 on her part.
- 19 f. Respondent was aware that a treatment plan was a Board requirement.

20 18. Respondent has since provided updated treatment plan and progress note
21 templates to Board staff which appear to meet all minimum requirements.

22 19. Respondent has been in private practice for over ten years and does not
23 complete any sort of treatment plans with clients or apply the basic documentation standards to
24 her progress notes.

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20 preclude in any way any other state agency or officer or political subdivision of this state from
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23 complete any sort of treatment plans with clients or apply the basic documentation standards to
24 her progress notes.

25 ...

1 A.A.C. R4-6-1102. Treatment Plan

2 A.A.C. R4-6-1103. Client Record

3 **ORDER**

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

6 1. Respondent's license, LCSW-13354, will be placed on probation for 24 months,
7 effective from the date of entry as signed below.

8 2. Respondent shall not practice under their license, LCSW-13354, unless they are
9 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
10 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
11 shall immediately notify the Board in writing and shall not practice under their license until they
12 submit a written request to the Board to re-commence compliance with this Consent Agreement.
13 All such requests shall be pre-approved by the Board Chair or designee.

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

17 **Continuing Education**

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

23 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock

25 ...

1 hours of continuing education addressing behavioral health ethics. All required continuing
2 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
3 shall submit a certificate of completion of the required continuing education.

4 6. Respondent may submit continuing education completed since the complaint
5 was filed for consideration of approval by the Board Chair or designee.

6 **Clinical Supervision**

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

17 **Focus and Frequency of Clinical Supervision**

18 8. The focus of the supervision shall focus on behavioral health ethics, Arizona
19 documentation, Board statutes and rules, and case consultation. Respondent shall meet
20 individually in person with the supervisor for a minimum of one-hour monthly for the first 12
21 months. After the first 12 months, the frequency of clinical supervision will be at the
22 recommendation of the clinical supervisor.

23 **Reports**

24 9. Once approved, the supervisor shall submit quarterly reports for review and
25 approval by the Board Chair or designee. The quarterly reports shall include issues presented in

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision
5 sessions.

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

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

13 **Change of Clinical Supervisor During Probation**

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

21 **Early Release**

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

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 14. Respondent shall not provide clinical supervision to associate level licensees
4 accruing and submitting hours towards independent licensure while subject to this Consent
5 Agreement.

6 **Civil Penalty**

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

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

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

23 18. The Board reserves the right to take further disciplinary action against
24 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

25 ...

1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
3 and the period of probation shall be extended until the matter is final.

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

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

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

1 22. If, during the period of Respondent's probation, Respondent changes
2 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
3 extended leave of absence for whatever reason that may impact their ability to timely comply
4 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
5 the Board of their change of employment status. After the change and within 10 days of
6 accepting employment in a position where Respondent provides any type of behavioral health
7 related services or in a setting where any type of behavioral health, health care, or social
8 services are provided, Respondent shall provide the Board Chair or designee a written
9 statement providing the contact information of their new employer(s) and a signed statement
10 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
11 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
12 the Board within 10 days, as required, Respondent's failure to provide the required statement to
13 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
14 Respondent's employer(s) with a copy of the Consent Agreement.

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

18 24. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated

25 ...

1 that they have addressed the issues contained in this Consent Agreement. In the event that the
2 Board determines that any or all terms and conditions of this Consent Agreement have not been
3 met, the Board may conduct such further proceedings as it determines are appropriate to
4 address those matters.


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

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

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


10 28. This Consent Agreement is conclusive evidence of the matters described herein
11 and may be considered by the Board in determining appropriate sanctions in the event a
12 subsequent violation occurs.

13
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 
Noelle Landay (Aug 16, 2023 13:05 PDT)
16 Noelle L. Landay

15 Aug 16, 2023
16 Date

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

18 By: 
19 TOBI ZAVALA, Executive Director
20 Arizona Board of Behavioral Health Examiners

18 Aug 16, 2023
19 Date

21 **ORIGINAL** of the foregoing filed Aug 16, 2023
22 with:

23 Arizona Board of Behavioral Health Examiners
24 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically Aug 16, 2023
to:

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

Noelle L. Landay
Address of Record
Respondent