

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-17806 for the practice of
15 counseling in Arizona.

16 ***Complaint Nos. 2022-0100 & 2022-0109***

17 2. From 06/20 – 04/21, Respondent provided individual behavioral health services
18 to A.S..

19 3. From 12/20 – 03/21, Respondent provided behavioral health services to A.S.'s
20 daughter, E.J., at Agency.

21 4. From 12/20 – 02/21, Respondent provided behavioral health services to
22 Complainant 1 at Agency.

23 5. Following the termination of services with A.S., Respondent and A.S. began to
24 text frequently in an unprofessional manner.

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1 6. From 05/21 – 10/21, Respondent and A.S. exchanged numerous inappropriate
2 texts which included the following in part:

3 a. A.S. asked Respondent if she wanted to have lunch together and
4 Respondent agreed and even offered to pay with her business card.

5 b. Respondent offered to send pictures of a wedding she was attending to A.S.
6 and even stated she could have invited A.S..

7 c. Respondent offered to watch a movie with A.S. at Respondent's home.

8 d. Several other times, Respondent and A.S. coordinated lunch gatherings.

9 e. A.S. texted Respondent thanking her for hanging out the night before and
10 Respondent responds they will definitely do it again.

11 f. Respondent told A.S. she would keep everything between her and A.S.
12 confidential.

13 g. A.S. asked Respondent about a research paper on parenting styles since
14 Respondent has treated children, and Respondent responded with an article
15 about parenting styles.

16 h. Respondent and A.S. exchanged several texts around coordinating a workout
17 class to go to together as well as possibly signing up with the same gym.

18 i. Respondent asked A.S. for her social media name and provided A.S. her
19 personal email address.

20 7. From 06/20 – 09/21, Respondent was employed at Agency as a therapist.

21 8. In 07/21, Respondent was placed on a performance improvement plan which
22 included concerns around countertransference, regulation of emotional/personal growth, and
23 setting therapeutic boundaries.

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1 9. While Respondent was on a performance improvement plan for therapeutic
2 boundary concerns, Respondent was actively engaging in an inappropriate relationship with a
3 former client which continued for at least 3 months after being placed on the performance
4 improvement plan.

5 10. Respondent made the following representations during an investigative interview:

6 a. Respondent reviewed the ACA Code of Ethics and determined her
7 relationship with A.S. was not a dual relationship since the counseling
8 relationship had been terminated.

9 b. Respondent can now see how her relationship with A.S. got muddied and
10 would never do this again.

11 c. Once Respondent became aware Boyfriend was Complainant 1's ex-spouse,
12 she began to feel uneasy with her relationship with A.S. yet proceeded to
13 meet with A.S. one more time for lunch.

14 d. Respondent's husband never knew A.S. was a former client.

15 e. Respondent acknowledged having an attachment with A.S. and that they
16 developed a friendship following the termination of therapy.

17 f. Respondent did not think it was a big deal to see A.S.'s social media
18 accounts, and before this complaint did not think it was inappropriate to follow
19 former clients on social media.

20 g. Respondent was coordinating workout classes because she wanted a gym
21 partner.

22 h. If A.S. asked to re-engage in therapy services, Respondent would have
23 denied A.S. because it would have been a dual relationship.

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1 i. Respondent reported at the time she did not see the harm of entering into a
2 friendship with A.S. since she did not plan on going back to a therapist role
3 again.

4 11. Respondent represents she reviewed the ACA Code of Ethics and felt starting a
5 friendship with a former client was appropriate simply because the therapy relationship had
6 ended.

7 12. The ACA Code of Ethics explicitly prohibits nonprofessional relationships with
8 former clients.

9 13. From 05/21 – 10/21, Respondent and A.S. exchanged hundreds of friendly text
10 messages following the termination of the therapy relationship.

11 ***Complaint No. 2022-0129***

12 1. From 11/21 – 02/22, Respondent provided behavioral health services to
13 Complainant.

14 2. On or around 12/20/21, Complainant informed Respondent he went to high
15 school with Cousin and asked if she and Cousin were related.

16 3. Respondent confirmed with Complainant that they were related.

17 4. Respondent subsequently asked Cousin if she knew Complainant and used his
18 full name when asking, breaching his confidentiality.

19 5. Respondent represents she reassured Complainant that if he was concerned
20 about the familial relationship impacting his ability to remain candid during treatment, she could
21 refer him out.

22 6. Respondent chose to ask Cousin if she knew Complainant and Cousin
23 responded she knew Complainant and asked how he was.

24 7. Respondent then told Cousin that Complainant was in pharmacy school and that
25 was all she disclosed regarding Complainant.

1 8. Respondent failed to document these conversations anywhere in the clinical
2 record around 12/20 when she alleges the conversations took place.

3 9. Respondent failed to document anything regarding Complainant knowing one of
4 Respondent's family members until 02/17/22 when Complainant disclosed feeling it was a
5 conflict and needed to terminate services.

6 10. At the onset of services, Complainant signed an informed consent which failed to
7 include the client's right to participate in treatment decisions and in the development and
8 periodic review and revision of the client's treatment plan.

9 11. During the course of treatment, Respondent developed a treatment plan for
10 Complainant but failed to obtain a dated signature on the treatment plan.

11 12. Complainant's progress notes failed to include whether the counseling session
12 was individual, couples, family or group.

13 13. Complainant also signed a release of information which failed to include the
14 following:

15 a. The date the authorization was signed.

16 b. The date or circumstance when the authorization expires, not to exceed 12
17 months.

18 14. Board staff reviewed Respondent's clinical documentation within her private
19 practice and all of the documentation meets Board requirements.

20 15. Respondent represented the following during an investigative interview:

21 a. Licensee felt she needed to ask Cousin about Complainant due to a possible
22 conflict of interest.

23 b. Respondent did not ask for Complainant's permission to ask Cousin about
24 him.

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- c. Respondent used Complainant's full name when asked Cousin if she knew him.
- d. After the brief conversation with Cousin, Respondent determined there was no conflict of interest based on Cousin's reply.
- e. Respondent agreed someone's name or information about someone's therapy is considered identifying information.

Complaint No. 2023-0204

1. Between 12/21 – 02/22, the Board received 3 complaints (2022-0100, 2022-0109, 2022-0129) against Respondent alleging unprofessional conduct.

2. At its 12/09/22 Board Meeting, the Board offered Respondent a Consent Agreement.

3. On 12/19/22, This Consent Agreement was executed and went into effect.

4. In 04/23, while under this Consent Agreement, Respondent contacted Board staff expressing behavioral health concerns.

5. Board staff subsequently offered Respondent an Interim Consent Agreement to suspend her license while she tends to her behavioral health recovery efforts.

6. Respondent agreed and the ICA went into effect on 05/08/23.

7. On 07/27/23, Respondent requested to be released from the ICA and subsequently provided a response to Board staff's questions on 08/08/23 which included the following in part:

- a. Respondent recently sought treatment for her behavioral health.
- b. From 06/01/22 – 07/10/22, Respondent attended inpatient treatment and will be attending PHP treatment for a month.
- c. Respondent's crisis plan includes the following:
 - To continue regular treatment with Therapist for individual therapy.

- 1 • Continue managing medication and consulting with Psychiatrist.
- 2 • Participate in PHP 5 days a week starting 08/07/23.
- 3 • Respondent will utilize skills she has learned such as how to
- 4 communicative more effectively with family, understand warning signs of
- 5 burnout, and establishing proper hours for work by working for an agency
- 6 with set hours.
- 7 • Respondent's family who is supportive, will check in with her regularly.
- 8 d. If a crisis occurs Respondent can utilize the community she formed, call 911,
- 9 stay with a family member to get space, and utilize therapeutic interventions.
- 10 e. Respondent plans to join a ceramics class to increase her support system
- 11 and to establish a positive outlet.

12 8. Respondent provided a 11/28/23 letter from Psychiatrist which indicated
13 compliance with treatment recommendations.

14 9. Since 01/23, Respondent has been receiving behavioral health services from
15 Therapist.

16 10. A 12/19/23 letter from Therapist indicated the following:

- 17 a. Respondent has shown incredible perseverance and growth within the last
- 18 year most especially within the last four months.
- 19 b. It is Therapist's opinion that Respondent has worked tirelessly to heal her
- 20 trauma and create a stable internal environment.
- 21 c. Throughout treatment, and most especially within the last four months, there
- 22 has been no indication that Respondent is physically or mentally unsafe to
- 23 practice and has not indicated anything that would trigger a reporting
- 24 obligation.

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1 d. It is Therapist's opinion that Respondent has exhibited exemplary insight and
2 self-awareness and learned from previous mistakes.

3 e. Therapist feels Licensee is a valuable asset to the field of Behavioral Health
4 and will use these past experiences as building blocks to further her
5 professional career.

6 11. During an investigative interview, Respondent represented the following:

7 a. Respondent initially contacted the Board about her behavioral health issues
8 because she felt it was her obligation and ethical duty to report it to the
9 Board.

10 b. Respondent had genetic testing due to ensure she was on the right
11 medications.

12 c. Respondent has formed a community with her neighbors, sets boundaries
13 with family, and takes her medication consistently.

14 **CONCLUSIONS OF LAW**

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

18 2. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
20 recognized standards of ethics in the behavioral health profession or that constitutes a danger
21 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

22 **A.6.e, Nonprofessional Interactions or Relationships (Other**
23 **Than Sexual or Romantic Interactions or Relationships)**

24 Counselors avoid entering into nonprofessional relationships with
25 former clients, their romantic partners, or their family members

1 when the interaction is potentially harmful to the client. This
2 applies to both in-person and electronic interactions or
3 relationships.

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
6 developed by the board, as it relates to:

- 7 A.A.C. R4-6-1101, Consent for Treatment
- 8 A.A.C. R4-6-1102, Treatment Plan
- 9 A.A.C. R4-6-1103, Client Record
- 10 A.A.C. R4-6-1105, Confidentiality

11 4. The conduct and circumstances described in Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
13 behavioral health services provided to a client.

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

17 **ORDER**

18 **Stayed Suspension**

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

21 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
22 17806, shall be SUSPENDED for 24 months. However, the suspension shall be stayed and
23 Respondent's license shall be placed on probation.

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1 2. During the stayed suspension portion of the Order, if Respondent is
2 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
3 and Respondent's license shall be automatically suspended as set forth above.

4 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
5 Respondent shall request in writing, within 10 days of being notified of the automatic
6 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
7 and determine if the automatic suspension of Respondent's license was supported by clear and
8 convincing evidence.

9 4. If the written request is received within 10 days of a regularly scheduled Board
10 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
11 scheduled Board meeting.

12 5. Pending the Board's review, Respondent's license shall be reported as
13 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
14 health professional pending the Board's review. The Board's decision and Order shall not be
15 subject to further review.

16 6. Respondent's license, LPC-17806, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 7. Respondent shall not practice under their license, LPC-17806, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

5 **Practice Restriction**

6 9. While on probation, if Respondent engages in the practice of behavioral health, a
7 practice restriction shall be in place for no participation in private practice.

8 **Continuing Education**

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

15 11. In addition to the continuing education requirements of A.R.S. § 32-3273, within
16 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
17 hours in HIPPA compliance. All required continuing education shall be pre-approved by the
18 Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion
19 of the required continuing education.

20 12. In addition to the continuing education requirements of A.R.S. § 32-3273, within
21 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
22 three-semester credit hour graduate level behavioral health ethics course from a regionally
23 accredited college or university, pre-approved by the Board Chair or designee. Upon
24 completion, Respondent shall submit to the Board an official transcript establishing completion
25 of the required course.

1 b. A comprehensive description of issues discussed during supervision
2 sessions.

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

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

10 **Change of Clinical Supervisor During Probation**

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

18 **Therapy**

19 20. During the period of probation, Respondent shall attend therapy for 24 months
20 with a masters or higher level behavioral health professional licensed at the independent level.
21 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
22 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
23 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
24 a letter addressing why they should be approved, acknowledging that they have reviewed the

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1 Consent Agreement and include the results of an initial assessment and a treatment plan
2 regarding the proposed treatment of Respondent.

3 21. Upon approval, the Board will provide the therapist with copies of any required
4 evaluations completed at the request of the Board prior to this Consent Agreement and the
5 Board's investigative report.

6 **Focus and Frequency of Therapy**

7 22. The focus of the therapy shall relate to issues identified in the Board's report.
8 Respondent shall meet with the therapist twice monthly for the first 12 months. For the
9 remaining 12 months, the frequency of therapy will be at the discretion of the therapist but not
10 less than once a month.

11 **Reports**

12 23. Once approved, the therapist shall submit quarterly reports and a final summary
13 report to the Board for review and approval. The quarterly reports shall include issues presented
14 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
15 more frequent therapy is needed. The reports shall address Respondent's current mental health
16 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
17 professional opinion, Respondent becomes unable to practice psychotherapy safely and
18 competently. The final report shall also contain a recommendation as to whether the
19 Respondent should be released from this Consent Agreement.

20 **Change of Therapist**

21 24. In the event that, during the period of Respondent's probation, Respondent's
22 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
23 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
24 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued

25 ...

1 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
2 acknowledging that they have reviewed the Consent Agreement, and include the results of an
3 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

4 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

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

8 **Civil Penalty**

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

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

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

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

6 30. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 31 through 33 below.

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

18 32. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

18 34. Respondent shall practice behavioral health using the name under which they
19 are licensed. If Respondent changes their name, they shall advise the Board of the name
20 change as prescribed under the Board's regulations and rules.

21 35. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date they would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide

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1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 36. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

10 37. Respondent shall be responsible for ensuring that all documentation required in
11 this Consent Agreement is provided to the Board in a timely manner.


12 38. This Consent Agreement shall be effective on the date of entry below.

13 39. This Consent Agreement is conclusive evidence of the matters described herein
14 and may be considered by the Board in determining appropriate sanctions in the event a
15 subsequent violation occurs.

16
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 
Snaha Patel (Mar 4, 2024 11:28 MST)
19 _____ Mar 4, 2024
Snaha R. Patel Date

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

21 By:  Mar 11, 2024
22 _____
23 TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

24 Mar 11, 2024
25 **ORIGINAL** of the foregoing filed _____
with:

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

Mar 11, 2024

EXECUTED COPY of the foregoing sent electronically _____
to:

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

Snaha R. Patel
Address of Record
Respondent

Andrew Breavington
2 N Central Avenue Suite 1450
Phoenix, AZ 85004
Attorney for Respondent

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

3 **In the Matter of:**

4 **Snaha R. Patel, LPC-17806,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2023-0204

INTERIM CONSENT AGREEMENT

8 By mutual agreement and understanding, between the Arizona State Board of
9 Behavioral Health Examiners (“Board”) and Snaha R. Patel (“Respondent”), the parties enter
10 into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Interim
11 Consent Agreement”) as an interim disposition of this matter.

12 **RECITALS**

13 Respondent understands and agrees that:

14 1. The Board may adopt this Interim Consent Agreement, or any part thereof,
15 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).

16 2. Respondent has read and understands this Interim Consent Agreement as set
17 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an
18 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an
19 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so
20 agrees to abide by all of its terms and conditions.

21 3. By entering into this Interim Consent Agreement, Respondent freely and
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action, concerning the matters related to the Interim Consent
25 Agreement.

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial
12 review or any other administrative and/or judicial action, concerning the matters related to a
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of
14 this matter.

15 5. Respondent acknowledges and agrees that upon signing this Interim Consent
16 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
17 acceptance of this Interim Consent Agreement or make any modifications to it. Any
18 modification of this original document is ineffective and void unless mutually approved by the
19 parties in writing.

20 6. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
5 preclude in any way any other state agency or officer or political subdivision of this state from
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now
7 or in the future relating to this matter or other matters concerning Respondent, including but not
8 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
9 than with respect to the Board, this Consent Agreement makes no representations, implied or
10 otherwise, about the views or intended actions of any other state agency or officer or political
11 subdivision of the state relating to this matter or other matters concerning Respondent.

12 9. Respondent understands that this Interim Consent Agreement is a public record
13 that may be publicly disseminated as a formal action of the Board, and that it shall be reported
14 as required by law to the National Practitioner Data Bank.

15 10. Respondent understands that this Interim Consent Agreement does not alleviate
16 their responsibility to comply with the applicable license-renewal statutes and rules. If this
17 Interim Consent Agreement remains in effect at the time Respondent’s behavioral health
18 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
19 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
20 rule, Respondent’s license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
21 become suspended until the Board takes final action in this matter. Once the Board takes final
22 action, in order for Respondent to be licensed in the future, they must submit a new application
23 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

24 ...

25 ...


1 discretion, require any combination of staff-approved physical, psychiatric, or psychological
2 examinations, or other types of examinations, evaluations or interviews it believes are
3 necessary to assist the Board in determining whether Respondent is able to safely and
4 competently return to the practice of independent counseling. The Board's affirmative approval
5 to permit Respondent to return to practicing under their license shall not preclude the Board
6 from taking any other action it deems appropriate based upon the conduct set forth in the
7 Interim Findings of Fact.

8 Respondent's agreement not to practice under License No. LPC-17806 will be
9 considered an interim suspension of their license.

10
11 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

12 
Snaha Patel (Apr 27, 2023 14:01 PDT)
13 _____
Snaha R. Patel Date Apr 27, 2023

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

15 By: 
16 _____
TOBI ZAVALA, Executive Director Date May 8, 2023
17 Arizona Board of Behavioral Health Examiners

18 **ORIGINAL** of the foregoing filed May 8, 2023
19 with:

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

22 **EXECUTED COPY** of the foregoing sent electronically May 8, 2023
to:

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

1 Snaha R. Patel
2 Address of Record
3 Respondent

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