

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

2 **In the Matter of:**

3 **Christopher N. David, LPC-20068,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

CASE NOS. 2024-0325
2024-0339

6 **RESPONDENT**

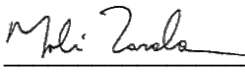
RELEASE FROM
CONSENT AGREEMENT AND ORDER

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated October 15th, 2024. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated October 15th, 2024.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated October 15th, 2024.

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

Dec 16, 2024
Date

17
18 **ORIGINAL** of the foregoing filed Dec 16, 2024
19 with:

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

23 **EXECUTED COPY** of the foregoing sent electronically Dec 16, 2024
24 to:

25 Christopher N. David
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Christopher N. David, LPC-20068,**
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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), Christopher N. David (“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-20068 for the practice of
15 counseling in the State of Arizona.

16 2. In 04/24, the Board receive two complaints against Respondent alleging that
17 Respondent completed a treatment plan with recommendations for Stepdaughter, and
18 submitted it to Stepdaughter's school.

19 3. A 03/29/24 treatment plan completed by Respondent for Stepdaughter included
20 the following:

21 a. Stepdaughter experiences high anxiety when she engaged in social or public
22 settings.

23 b. Stepdaughter will experience depression and anxiety when she is
24 experiencing medical conditions.

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- 1 c. Respondent diagnosed Stepdaughter with general anxiety disorder and
2 anxiety disorder due to another medical condition.
- 3 d. Respondent recommended internal family system therapy and cognitive
4 behavioral therapy twice a month.
- 5 e. Stepdaughter's goals are to manage her anxiety effectively and participate in
6 therapy weekly.
- 7 f. Stepdaughter and Respondent will evaluate her progress during therapy
8 appointments.
- 9 g. Respondent also provided the following recommendations for Stepdaughter
10 at school:
- 11 • Stepdaughter can leave class to alleviate anxiety symptoms.
 - 12 • Stepdaughter can visit Respondent for support.
 - 13 • Stepdaughter can seek support from the Native American counselor.
 - 14 • Stepdaughter can call Respondent during school for anxiety.
 - 15 • Caregivers can pick Stepdaughter up from school if her depression or
16 anxiety is overwhelming.
 - 17 • Stepdaughter can participate in online school if her anxiety is too severe.
- 18 h. Respondent signed this treatment plan without his credential listed.

19 4. On 04/04/24, Respondent completed a medical certification form which included
20 the following:

- 21 a. A diagnosis of adjustment disorder with depressed mood and anxiety is
22 listed.
- 23 b. Treatment with Stepdaughter will continue until her anxiety is manageable
24 and the estimated duration is 6 months.

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- c. Respondent indicated social engagements impact Stepdaughter's educational activities and attendance.
- d. Stepdaughter's anxiety and depression may interfere with daily attendance.
- e. Respondent signed this form without his credential listed.

5. Respondent represented the following regarding his rationale for completing a treatment plan and medical form for Stepdaughter:

- a. Stepdaughter was experiencing social anxiety issues and medical issues at the time.
- b. Stepdaughter was going to be withdrawing from school due to missing too many days and Respondent did not want Stepdaughter to get kicked out of school.
- c. Stepdaughter was refusing medical treatment so Respondent offered to give Stepdaughter emotional support, being that Respondent was a safety person in her life.
- d. The treatment plan was aimed to be a short-term measure to equip Stepdaughter with coping skills for anxiety regulation, with plans to transition her to an external resource.
- e. Respondent is aware of the ACA Code of Ethics prohibiting a counselor from providing therapy services to a family member, which is why he represents he would never engage in a counseling relationship with Stepdaughter.

6. Respondent is fully aware of the ACA Code of Ethics prohibiting him from treating a family member, yet he completes a treatment plan for Stepdaughter with a diagnosis and goals.

7. Respondent believes there is a difference being that he did not provide ongoing psychotherapy services to Stepdaughter.

1 8. It appears Respondent inappropriately completed this treatment plan without
2 adequately assessing Stepdaughter prior to completing the treatment.

3 9. By Respondent completing this treatment plan for a family member there are
4 concerns with Respondent offering therapeutic services that are wholly unsafe and
5 unprofessional.

6 10. Within the treatment plan, Respondent also offers a recommendation that
7 Stepdaughter could reach out to a counselor for continued services with another therapist at
8 Stepdaughter's school.

9 11. When asked if it was acceptable to override ethics, Respondent represented that
10 if an individual is at risk it is his duty to ensure their safety and that they receive treatment.

11 12. This means Respondent believes that he can violate statutes or ethics if he feels
12 any person he knows may be at risk.

13 13. Respondent further acknowledged how completing this treatment plan for
14 Stepdaughter could be viewed as a dual relationship.

15 14. With his written response to the Board complaint, Respondent provided a letter
16 written by Mother providing her feedback on the situation Stepdaughter was dealing with at the
17 time of Respondent completing the treatment plan.

18 15. Respondent involved Mother in the Board's investigative process and even used
19 the letter she wrote as a defense in the Board complaint.

20 16. Respondent represents he has never treated another family member or friend
21 and only did it in this case for Stepdaughter because he wanted to obtain services for
22 Stepdaughter.

23 17. Even though Respondent represents everything he did was in good faith and with
24 good judgment, this in fact shows Respondent's poor judgment by believing it was appropriate
25 to provide an unjust therapy service to a family member.

1 **CONCLUSIONS OF LAW**

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

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

8 **ORDER**

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

11 1. Respondent's license, LPC-20068, will be placed on probation for 12 months,
12 effective from the date of entry as signed below.

13 2. Respondent shall not practice under their license, LPC-20068, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

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1 **Continuing Education**

2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
4 hours of continuing education addressing behavioral health ethics. All required continuing
5 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
6 shall submit a certificate of completion of the required continuing education.

7 **Early Release**

8 5. After completion of the continuing education requirements set forth in this
9 Consent Agreement, Respondent may request early release from the Consent Agreement if all
10 other terms of the Consent Agreement have been met.

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

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

16 **Civil Penalty**

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

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

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

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

13 11. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 12 through 14 below.

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

25 ...

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

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

25 ...

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

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

15 17. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

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

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

20 20. This Consent Agreement is conclusive evidence of the matters described herein
21 and may be considered by the Board in determining appropriate sanctions in the event a
22 subsequent violation occurs.

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


24 Christopher N. David
Christopher N. David (Oct 15, 2024 16:23 PDT)

25 Christopher N. David

Oct 15, 2024
Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By:  Oct 15, 2024
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Oct 15, 2024
with:

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

EXECUTED COPY of the foregoing sent electronically Oct 15, 2024
to:

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

Christopher N. David
Address of Record
Respondent