

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

3 **In the Matter of:**

4 **Carol D. Warner, LCSW-12614**  
5 **Licensed Clinical Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2025-0010**  
**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), Carol D. Warner (“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

25 ...

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-12614 for the practice of social  
15 work in the State of Arizona.

16 2. In 07/24, the Board received a complaint against Respondent alleging that  
17 Complainant met Respondent through church and then shortly after began a therapeutic  
18 relationship.

19 3. Complainant alleged that he was introduced to Respondent by a mutual friend  
20 through the church and that a couple days after his first session with Complainant, Respondent  
21 invited Complainant to join her for Christmas dinner at a restaurant.

22 4. From 12/22/23 - 01/05/24, Respondent provided behavioral health services to  
23 Complainant and diagnosed Complainant with multiple diagnoses.

24 5. Respondent had a total of three (3) therapy sessions with Complainant.

25 ...

1           6.     Complainant's therapy focused on reconciling with Wife, the church, and  
2 Complainant's well-being.

3           7.     A 12/22/23 note included the following in part:

4           a.     Because it was Christmas and because of Complainant's great losses at the  
5                 moment, Respondent invited Complainant to join her and Priest for Christmas  
6                 afternoon dinner in public.

7           b.     Thought Complainant would learn a lot from Priest.

8           c.     This is a one-time thing; and something Priest and Respondent could be  
9                 charitable about because it was Christmas.

10          d.     Complainant and Respondent will meet in the office only and not socially.

11          8.     Despite Respondent documenting in a note that she would be attending a dinner  
12 with Complainant, she documents they would only meet in the office and not socially, yet they in  
13 fact attended a social dinner together outside of the office.

14          9.     Respondent asserts that in this note she was attempting to provide an  
15 explanation for the dinner and indicate that it would be a one-time thing, rather than her  
16 deliberately contradicting something she had written in her notes.

17          10.    On 12/23/23, Respondent invited a client to a personal dinner with another  
18 colleague, and consumed alcohol with this client.

19          11.    In 12/23, Respondent, Complainant, and Priest attended a dinner together and  
20 Respondent represented the following:

21           a.     In a church setting, you are encouraged to invite others.

22           b.     Respondent mentioned to Priest that someone was despondent and Priest  
23                 said to invite them.

24           c.     Respondent told Priest it was a client she wanted to invite but did not disclose  
25                 further information.

- 1 d. Respondent picked up Complainant from a parking lot near Priest's home  
2 and drove to Priest's.
- 3 e. Priest and Complainant interacted and they all had appetizers and wine at  
4 Priest's home before the dinner.
- 5 f. After the dinner, Priest had said he obtained a lot of information from  
6 Complainant.
- 7 g. Respondent thought it was a clear this would be a one-time thing.
- 8 h. Respondent acknowledged extending boundaries with Complainant.
- 9 i. Respondent denies any type of sexual or romantic relationship with  
10 Complainant.

11 12. While Respondent was Complainant's active therapist, Respondent received  
12 chiropractor services from Complainant.

13 13. The 01/02/24 note outlines the following:

- 14 a. Respondent lists an evaluation of risk management factors which included  
15 the following:
- 16 • Respondent went initially to Complainant's office for testing only.
  - 17 • To Complainant's surprise, Wife was there.
  - 18 • Complainant and Respondent decided they should only meet in  
19 Respondent's office, at the appointed time.
  - 20 • Complainant did not want Wife knowing who his therapist was, given her  
21 irrational behavior, so he suggested bartering.

22 14. This note shows Respondent became aware of risks with receiving chiropractor  
23 services from Complainant, yet indicates the risks as Wife finding out, rather than the risk being  
24 that Respondent was engaging in a dual relationship with Complainant.

25 ...

1           15.     Text messages provided by Respondent and Complainant included the following  
2 in part:

- 3           a.     A 12/22/23 text from Respondent to Complainant coordinating the time of the  
4           dinner.
- 5           b.     A 12/23/23 text from Complainant to Respondent asking how Respondent  
6           was doing after the work he did on her and her starting her new regimen.
- 7           c.     An undated text from Respondent to Complainant where Respondent asks if  
8           Complainant has time to do x-rays and assessments.
- 9           d.     A 12/27/23 text from Complainant to Respondent stating he was sorry today  
10           was so awkward, and that Complainant had Respondent's necklace and asks  
11           if he could bring it to her Friday.
- 12           e.     A 12/27/23 text from Respondent to Complainant where Respondent says  
13           they could work on trading services if it works better.
- 14           f.     A 01/02/24 text from Complainant to Respondent where Complainant asks if  
15           he will be seeing Respondent on Friday and that he could bring some adrenal  
16           support.
- 17           g.     A 01/06/24 text from Complainant to Respondent where Complainant states  
18           he would love to get together if it was not too late.
- 19           h.     A 01/06/24 text from Respondent to Complainant where Respondent asks if  
20           they could meet at Respondent's office at 4pm, and Respondent asks about  
21           bringing supplements.
- 22           i.     A 01/06/24 text from Complainant to Respondent where Respondent agrees  
23           to meet at 4pm and indicates he has two bottles of adrenal support.
- 24           j.     An undated text message from Complainant to Respondent where  
25           Complainant thanks Respondent for referring him to an attorney.

1           16.    Respondent asserts she provided an attorney referral to Complainant because of  
2 he requested it due to conflicts with Wife.

3           17.    Respondent engaged in this dual relationship with Complainant by  
4 simultaneously acting as Complainant's therapist, while receiving chiropractor services from  
5 Complainant, attending the same church, and having a social dinner together outside of the  
6 therapy setting.

7           18.    Respondent represented the following during Board staff's investigation:

8           a.    A significant portion of events took place within the context of the church  
9           community.

10          b.    Respondent saw Complainant as a colleague who was important to the  
11          congregation.

12          c.    Respondent denied any romantic or sexual feelings towards Complainant.

13          d.    Respondent and Complainant did not have any sort of conversation around  
14          boundaries while they were simultaneously attending church at the same  
15          church while engaging in a therapeutic relationship.

16          e.    Respondent assert that she and Complainant sat apart from each other the  
17          few times Complainant attended Respondent's church.

18          f.    Respondent did not have contact with Complainant when they saw each  
19          other at church.

20          g.    Respondent ran into Complainant at a grocery store and they had a brief  
21          conversation where Complainant was talking about Wife.

22          19.    Complainant engaged in services with Respondent to address issues within his  
23 marriage, then Respondent engaged in inappropriate boundary crossing with Complainant,  
24 causing Complainant to feel this was an emotional affair he was having with Respondent.

25

1           20.    Respondent acknowledged providing behavioral health services to another  
2 woman within her church, which began after January 2024.

3 ...

4           21.    During the course of Board staff's investigation, it was found that Respondent  
5 failed to maintain any sort of billing records for the services Respondent provided to  
6 Complainant.

7           22.    Upon further investigation, it was found that Respondent was bartering services  
8 with Complainant.

9           23.    Respondent asserts that Complainant introduced the idea of bartering for  
10 services.

11          24.    For example, Respondent represented that Complainant would give Respondent  
12 over the counter supplements and provided Respondent one chiropractor service in exchange  
13 for therapy services.

14          25.    Respondent's informed consent does not include anything regarding bartering  
15 being an acceptable form of payment, therefore it is unclear how Respondent developed this  
16 bartering agreement.

17          26.    The NASW Code of Ethics outlines that bartering should be avoided but could be  
18 acceptable if essential for the provision of services, negotiated without coercion, and entered  
19 into at the client's initiative and with the client's informed consent.

20          27.    Despite Respondent representing that bartering was Complainant's idea that was  
21 discussed verbally, Respondent failed to document this verbal conversation.

22          28.    Respondent failed to demonstrate or document how this arrangement would not  
23 be detrimental to Complainant or the professional relationship.

24          29.    Respondent informed Priest that the individual she was going to invite was a  
25 client but did not disclose further information.



1 ...

2 30. When asked whether Respondent felt this was a breach of confidentiality, she  
3 represented the following:

- 4 a. Respondent did not provide the client's name.  
5 b. Complainant accepted the invitation.  
6 c. Complainant told Priest a lot of information and acknowledged to Priest that  
7 he was Respondent's client.

8 31. Despite Respondent's representation that she did not provide Complainant's  
9 name, Respondent told Priest she was bringing a therapy client to the dinner, and once they  
10 were together for the dinner, Priest and Complainant interacted extensively.

11 32. Respondent shared details of the Board complaint with Priest and Pastor.

12 33. By providing information to them about this Board complaint, the complaint  
13 clearly outlines that Complainant was Respondent's client.

14 34. Respondent asked Priest to write a letter as a Board defense so she could  
15 provide a fact witness statement attesting to the Christmas dinner.

16 35. At the onset of services, Respondent failed to obtain any sort of signed informed  
17 consent for Complainant indicating his consent to services.

18 36. A 01/05/24 treatment plan for Complainant failed to include the following  
19 minimum Board requirements:

- 20 a. The date the treatment plan will be reviewed.  
21 b. The client's dated signature.  
22 c. The dated signature of the licensee.

23 37. All of Complainant's progress notes failed to include the following minimum  
24 Board requirements:

- 25 a. The type of counseling session, whether it be group, individual, or couples.

1 ...  
2 b. The dated signature of the licensee who provided the behavioral health  
3 service.

4 38. Respondent represents she attempted to provide Complainant with an informed  
5 consent but must have forgot to follow up on it.

6 39. Respondent was not aware her progress notes and treatment plans failed to  
7 include various requirements, and she represented that Complainant's treatment plan was not  
8 signed because it was not finished.

9 40. Despite Respondent documenting at least 3 individual sessions with  
10 Complainant, Respondent failed to maintain any sort of billing records within Complainant's  
11 clinical records.

12 41. Respondent represented that other clients' clinical records would include signed  
13 consents, signed treatment plans, and billing records.

14 42. Respondent has been independently licensed with the Board since 2008 and in  
15 private practice, yet fails to ensure her clinical documentation meets all minimum Board  
16 requirements.

17 43. Respondent provided updated clinical documentation for the Board's review  
18 during the course of the investigative process to ensure compliance moving forward.

19 **CONCLUSIONS OF LAW**

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

23 2. The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could  
25

1 impair the licensee's objectivity or professional judgement or create a risk of harm to the client.

2 ...

3 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously  
4 engages in both a professional and nonprofessional relationship with a client that is avoidable  
5 and not incidental.

6 3. The conduct and circumstances described in the Findings of Fact constitute a  
7 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
8 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
9 to the health, welfare or safety of a client, as it relates to the following section of the NASW  
10 Code of Ethics:

11 **1.13(b) Payment for Services**

12 Social workers should avoid accepting goods or services from clients  
13 as payment for professional services. Bartering arrangements,  
14 particularly involving services, create the potential for conflicts of  
15 interest, exploitation, and inappropriate boundaries in social workers'  
16 relationships with clients. Social workers should explore and may  
17 participate in bartering only in very limited circumstances when it can  
18 be demonstrated that such arrangements are an accepted practice  
19 among professionals in the local community, considered to be  
20 essential for the provision of services, negotiated without coercion,  
21 and entered into the client's initiative and with the client's informed  
22 consent. Social workers who accept goods or services from clients as  
23 payment for professional services assume the full burden of  
24 demonstrating that this arrangement will not be detrimental to the  
25 client or the professional relationship.

1 ...

2 ...

3 4. The conduct and circumstances described in the Findings of Fact constitute a  
4 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged  
5 communication except as may otherwise be required by law or permitted by a legally valid  
6 written release.

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

10 A.A.C. R4-6-1101. Consent for Treatment

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

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

13 A.A.C. R4-6-1104. Financial and Billing Records

14 **ORDER**

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

17 1. Respondent's license, LCSW-12614, will be placed on probation for 24 months,  
18 effective from the date of entry as signed below.

19 2. Respondent shall not practice under their license, LCSW-12614 unless they are  
20 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
22 shall immediately notify the Board in writing and shall not practice under their license until they  
23 submit a written request to the Board to re-commence compliance with this Consent  
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

25



1 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
2 shall submit a certificate of completion of the required continuing education.

3 ...

4 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
5 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
6 three-semester credit hour graduate level behavioral health ethics course from a regionally  
7 accredited college or university, pre-approved by the Board Chair or designee. Upon  
8 completion, Respondent shall submit to the Board an official transcript establishing completion  
9 of the required course.

10 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
11 the first 12 months of the effective date of this Consent Agreement, Respondent shall complete  
12 5 clock hours in attendance of a Board meeting, or the equivalent time of the full Board meeting  
13 if less than 5 hours. All required continuing education shall be pre-approved by the Board Chair  
14 or designee. Upon completion, Respondent shall submit a certificate of completion of the  
15 required continuing education. Upon completion, Respondent shall submit a certificate of  
16 attendance at the Board meetings.

17 **Clinical Supervision**

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

1 supervision plan regarding the proposed supervision of Respondent. The letter from the  
2 supervisor shall be submitted to the Board.

3 ...

#### 4 **Focus and Frequency of Clinical Supervision**

5 11. The focus of the supervision shall relate to behavioral health ethics, Board  
6 statutes and rules, self-care, high conflict couples and families, Christian ministry in working with  
7 clients, HIPAA, and Arizona documentation. During each supervision session, the supervisor  
8 shall review a minimum of 3 client records chosen at random by the supervisor to ensure  
9 Respondent's compliance with current behavioral health documentation standards in Arizona.  
10 Respondent shall meet individually with the supervisor twice monthly for the first 12 months.  
11 After the first 12 months and upon recommendation of the clinical supervisor, Respondent may  
12 be released.

#### 13 **Reports**

14 12. Once approved, the supervisor shall submit quarterly reports for review and  
15 approval by the Board Chair or designee. The quarterly reports shall include issues presented in  
16 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
17 more frequent supervision is needed. Quarterly reports shall include the following:

- 18 a. Dates of each clinical supervision session.
- 19 b. A comprehensive description of issues discussed during supervision  
20 sessions.
- 21 c. The results of each clinical documentation review by the supervisor.

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

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

5 **Change of Clinical Supervisor During Probation**

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

13 **Early Release**

14 16. After completion of the stipulations set forth in this Consent Agreement, and upon  
15 the Supervisor's recommendation, Respondent may request early release from the Consent  
16 Agreement after 12 months.

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 17. Respondent shall not provide clinical supervision to associate level licensees  
20 accruing and submitting hours towards independent licensure while subject to this Consent  
21 Agreement.

22 **Civil Penalty**

23 18. Subject to the provisions set forth in paragraph 19, the Board imposes a civil  
24 penalty against the Respondent in the amount of \$1,000.00.



1           19.     Respondent's payment of the civil penalty shall be stayed so long as Respondent  
2 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
3 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
4 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall  
5 ...  
6 be automatically lifted and payment of the civil penalty shall be made by certified check or  
7 money order payable to the Board within 30 days after being notified in writing of the lifting of  
8 the stay.

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

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

21           22.     If Respondent currently sees clients in their own private practice, and obtains any  
22 other type of behavioral health position, either as an employee or independent contractor, where  
23 they provide behavioral health services to clients of another individual or agency, they shall  
24 comply with requirements set forth in paragraphs 23 through 25 below.

1           23.     Within 10 days of the effective date of this Order, if Respondent is working in a  
2 position where Respondent provides any type of behavioral health related services or works in a  
3 setting where any type of behavioral health, health care, or social services are provided,  
4 Respondent shall provide the Board Chair or designee with a signed statement from  
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this  
6 ...  
7 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
8 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
9 copy of the Consent Agreement.

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

20           25.     If, during the period of Respondent's probation, Respondent changes  
21 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
22 extended leave of absence for whatever reason that may impact their ability to timely comply  
23 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
24 the Board of their change of employment status. After the change and within 10 days of  
25 accepting employment in a position where Respondent provides any type of behavioral health

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

10 26. Respondent shall practice behavioral health using the name under which they  
11 are licensed. If Respondent changes their name, they shall advise the Board of the name  
12 change as prescribed under the Board's regulations and rules.

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

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

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

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

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

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

8 *Carol D. Warner*


Nov 8, 2024

9 Carol D. Warner

Date

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

11 By:

12   
[Tobi Zavala \(Nov 12, 2024 10:13 MST\)](#)

Nov 12, 2024

13 TOBI ZAVALA, Executive Director  
14 Arizona Board of Behavioral Health Examiners

Date

15 **ORIGINAL** of the foregoing filed Nov 12, 2024  
16 with:

17 Arizona Board of Behavioral Health Examiners  
18 1740 West Adams Street, Suite 3600  
19 Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically Nov 12, 2024  
21 to:

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23 Assistant Attorney General  
24 2005 North Central Avenue  
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1 Scottsdale, AZ 85254  
2 Attorney for Respondent

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