

BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:
Ziongloria Hezekiah, LASAC-13097,
Licensed Associate Substance Abuse
Counselor,
In the State of Arizona.

RESPONDENT

CASE NO. 2017-0106
CONSENT AGREEMENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Ziongloria Hezekiah ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

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

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein and may be used for purposes of determining
9 sanctions in any future disciplinary matter.

10 6. This Consent Agreement is subject to the Board's approval, and will be effective
11 only when the Board accepts it. In the event the Board in its discretion does not approve this
12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
13 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
14 that Respondent agrees that should the Board reject this Consent Agreement and this case
15 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
16 review and discussion of this document or of any records relating thereto.

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

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

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

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LASAC-13097 for the practice of
4 substance abuse counseling in Arizona.

5 2. Respondent maintains a private business, licensed by the Department of Health
6 Services ("DHS"), where she provides DUI and domestic violence services.

7 3. In 12/16, an adult client ("Client") sought Respondent's services to complete DUI
8 education and an MVD driver's license reinstatement packet.

9 4. Respondent collected Client's fee of \$35 for a DUI screening and \$85 for 16
10 hours of DUI education.

11 5. During the Board's investigation, Respondent acknowledged the following:

12 a. Respondent did not provide Client with 16 hours of education, although she
13 collected his fee.

14 b. Respondent asked Client to watch DUI videos on YouTube and submit a
15 written summary to her.

16 c. Client did not complete these videos or his tests.

17 d. Respondent still signed off on his education because Client showed her a
18 completion certificate from when he was previously in prison.

19 6. On 12/14/16, Respondent signed and submitted Client's driver's license
20 reinstatement packet to the MVD.

21 7. In Client's reinstatement packet, Respondent documented the following:

22 a. Client has completed 16 hours of Level II Education with Respondent.

23 b. Respondent recommends that Client should have his driver's license
24 reinstated.

25 ...

1 8. In addition, on 12/18/16, Respondent signed a false certificate of completion,
2 dishonestly verifying that Client completed 16 hours of DUI education with Respondent.

3 9. In violation of DHS rules and regulations, Respondent acknowledges that, since
4 opening her private business, she has been providing DUI screenings.

5 10. As an associate substance abuse counselor, Respondent is restricted to only
6 providing DUI education.

7 11. She is prohibited from providing DUI screenings as she is not a Behavioral
8 Health Professional and she does not work under direct supervision.

9 12. In review of Client's records, Respondent documented that Client's most recent
10 DUI was his third DUI arrest.

11 13. Based on that criteria, in accordance with DHS rules and regulations,
12 Respondent should have classified Client as a Level I DUI client, as he had been arrested or
13 convicted two or more times for alcohol or drug related offenses.

14 14. Despite Client's three DUI arrests, Respondent inappropriately classified Client
15 as a Level II DUI client, and was therefore recommended to complete a less intensive education
16 curriculum.

17 15. In violation of DHS rules and regulations, Respondent acknowledges going to
18 Client's home on three separate occasions.

19 16. Respondent was required to only administer DUI education in a classroom
20 setting or electronically.

21 17. Respondent failed to administer the pre and post-tests to Client as required by
22 DHS.

23 18. Respondent failed to update the Board with her change of address form within 30
24 days as required.

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CONCLUSIONS OF LAW

1
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)(b), use of fraud or deceit in connection with rendering services
7 as a licensee or in establishing qualifications pursuant to this chapter.

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(h), obtaining a fee by fraud, deceit or misrepresentation.

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

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

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

- 19 a. A.A.C. R4-6-205, Change of Contact Information.

ORDER

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

- 23 1. Respondent's license, LASAC-13097 will be placed on probation for 12 months,
24 effective from the date of entry as signed below.

25 ...

1 2. Respondent shall not practice under their license, LASAC-13097 unless they are
2 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
3 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
4 shall immediately notify the Board in writing and shall not practice under their license until they
5 submit a written request to the Board to re-commence compliance with this Consent
6 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

11 Continuing Education

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

18 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
19 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
20 three semester credit hour graduate level behavioral health ethics course from an accredited
21 college or university, pre-approved by the Board Chair or designee. Upon completion,
22 Respondent shall submit to the Board an official transcript establishing completion of the
23 required course.

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1 **Clinical Supervision**

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

11 **Focus and Frequency of Clinical Supervision**

12 7. The focus of the supervision shall relate to ethics, professional boundaries,
13 scope of practice, and the Board's rules and regulations. For the first six months of probation,
14 Respondent shall meet with the clinical supervisor at least twice monthly. After the first six
15 months of probation, the frequency shall be at the recommendation of the supervisor.

16 **Change of Clinical Supervisor During Probation**

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

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1 Restitution

2 9. Within 60 days from the effective date of this Consent Agreement, Respondent
3 shall pay restitution in the amount of \$120.00 to Client. Respondent shall provide the Board with
4 proof of the restitution payment within 30 days after payment has been made.

5 GENERAL PROVISIONS

6 Provision of Clinical Supervision

7 10. Respondent shall not provide clinical supervision while subject to this Consent
8 Agreement.

9 Civil Penalty

10 11. Subject to the provisions set forth in paragraph 12, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

1 14. 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 15. 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 16 through 18 below.

10 16. 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 17. 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
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

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

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

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

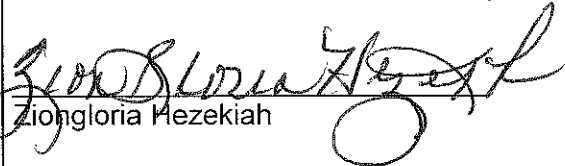
6 21. Respondent shall bear all costs relating to probation terms required in this
7 Consent Agreement.

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

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

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

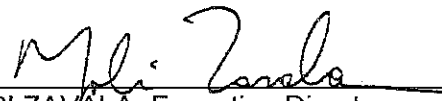
14
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

16 
17 Ziongloria Hezekiah

Oct 19, 2017
Date

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

19 Dated this 1st day of November, 2017.

20
21 By: 
22 TOBÍ ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed
This 18th day of November, 2017 with:

2
3 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
4 Phoenix, AZ 85012

5 COPY of the foregoing mailed via Interagency Mail
This 18th day of November, 2017, to:

6 Marc Harris
7 Assistant Attorney General
1275 West Washington
8 Phoenix, Arizona 85007

9 COPY of the foregoing mailed via
Certified mail no. 701745000082890080
10 This 18th day of November, 2017, to:

11 Ziongloria Hezekiah
Address of Record
12 Respondent