

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

2 **In the Matter of:**

3 **Gail Griemsmann, LPC-10520,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2017-0109

**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 August 14, 2017. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated August 14, 2017.

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 August 14, 2017.

15 Dated this 18th day of September, 2018.

16
17 By:

Tobi Zavala
18 **TOBI ZAVALA, Executive Director**
19 **Arizona Board of Behavioral Health Examiners**

20 **ORIGINAL** of the foregoing filed

This 18th day of September, 2018, with:

21 Arizona Board of Behavioral Health Examiners
22 1740 W. Adams St., Suite 3600
Phoenix, AZ 85007

23 **COPY** of the foregoing mailed via

Certified mail no. 9489 00900276043657788
24 This 18th day of September, 2018, to:

25 Gail Griemsmann
Address of Record
Respondent

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 and may be used for purposes of determining
7 sanctions in any future disciplinary matter.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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

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

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

24 ...

25 ...

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. LPC-10520 for the practice of
4 counseling in Arizona.

5 2. In 03/17, the Board received a complaint alleging that Respondent gave her pet
6 cat to her behavioral health client ("Client").

7 3. During her investigative interview with Board staff, Respondent indicated the
8 following:

9 a. Client relayed that she was interested in adopting a new pet as her dog had
10 recently passed away.

11 b. Respondent told Client that she was looking for a new home for her cat since
12 she was moving and couldn't take it with her.

13 c. Client gave Respondent her home address, as they had exchanged phone
14 numbers to coordinate when Respondent could drop off the cat.

15 d. Respondent went into Client's home for 10-15 minutes where they discussed
16 the cat.

17 e. Respondent and Client subsequently sent each other occasional text
18 messages in regards to the cat.

19 f. There were also a couple of counseling sessions where Respondent and
20 Client discussed how things were going with the cat.

21 4. Respondent failed to document any information regarding the cat in Client's
22 clinical record.

23 5. Respondent acknowledges that she had poor judgment in giving her cat to Client,
24 but maintains that she had good intent.

25 6. Respondent failed to update the Board with the contact information for her place

1 of employment within 30 days as required.

2 **CONCLUSIONS OF LAW**

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

6 2. The conduct and circumstances described in the Findings of Fact constitute a
7 violation of A.R.S. § 32-3251(16)(k), any conduct or practice that is contrary to recognized
8 standards of ethics in the behavioral health profession, as it relates to the 2014 ACA Code of
9 Ethics:

10 **A.6.b. Extending Counseling Boundaries:**

11 Counselors consider the risks and benefits of extending current counseling
12 relationships beyond conventional parameters. Examples include attending a
13 client's formal ceremony (e.g., a wedding/commitment ceremony or graduation),
14 purchasing a service or product provided by a client (excepting unrestricted
15 bartering), and visiting a client's ill family member in the hospital. In extending
16 these boundaries, counselors take appropriate professional precautions such as
17 informed consent, consultation, supervision, and documentation to ensure that
18 judgment is not impaired and no harm occurs.

19 **A.6.c. Documenting Boundary Extensions:**

20 If counselors extend boundaries as described in A.6.a. and A.6.b., they must
21 officially document, prior to the interaction (when feasible), the rationale for such
22 an interaction, the potential benefit, and anticipated consequences for the client
23 or former client and other individuals significantly involved with the client or
24 former client. When unintentional harm occurs to the client or former client, or to
25 an individual significantly involved with the client or former client, the counselor

1 must show evidence of an attempt to remedy such harm.

2 3. The conduct and circumstances described in the Findings of Fact constitute a
3 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulations
4 applicable to the practice of behavioral health, as it relates to A.A.C. R4-6-205 Change of
5 Contact Information.

6 **ORDER**

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

9 1. Respondent's license, LPC-10520, will be placed on probation for 12 months,
10 effective from the date of entry as signed below.

11 2. Respondent shall not practice under their license, LPC-10520, unless they are
12 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
13 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
14 shall immediately notify the Board in writing and shall not practice under their license until they
15 submit a written request to the Board to re-commence compliance with this Consent
16 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

21 **Continuing Education**

22 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
24 hours of continuing education addressing behavioral health ethics. All required continuing
25 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent

1 shall submit a certificate of completion of the required continuing education.

2 **Early Release**

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

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

8 6. Respondent shall not provide clinical supervision while subject to this Consent
9 Agreement.

10 **Civil Penalty**

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

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

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

1 review.

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

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

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

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

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 14. 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 15. 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 16. 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
25 evidence that they have successfully satisfied all terms and conditions in this Consent

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

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

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

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

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

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

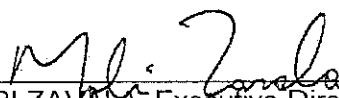
17 
18 Gail Griemsmann

17 8/8/17
18 Date

19
20 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

21 Dated this 14th day of August, 2017.

22
23 By:

23 
24 TOBIN ZAVALA, Executive Director
25 Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed
This 14th day of August, 2017 with:

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

5 COPY of the foregoing mailed via Interagency Mail
This 14th day of August, 2017, to:

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

10 COPY of the foregoing mailed via
11 Certified mail no. 70162140000018041171
12 This 14th day of August, 2017, to:

13 Gail Griemsmann
14 Address of Record
15 Respondent
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