



1 Consent Agreement.

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

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement  
7 are conclusive evidence of the facts stated herein and may be used for purposes of determining  
8 sanctions in any 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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 understands that once the Board approves and signs this Consent  
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

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

1 **FINDINGS OF FACT**

2 1. Respondent is the holder of License No. LISAC-10651 for the practice of  
3 substance abuse counseling in Arizona.

4 2. In 02/17, Respondent began providing behavioral health services to a minor child  
5 ("Child").

6 3. On 02/19/17, Child's father ("Father") send an email to Respondent inquiring of  
7 what documentation he needed to submit in order to obtain Child's counseling records.

8 4. Without a response from Respondent, Father again emailed Respondent on  
9 03/03/17 indicating that he would like to obtain copies of Child's counseling records.

10 5. Again, on 03/21/17, Father emailed Respondent indicating that this email was  
11 now his third request for Child's clinical records.

12 6. On 05/01/17, approximately 2.5 months following Father's initial request, Father  
13 was provided with a copy of Child's records.

14 7. In review of Child's clinical records, the following documentation deficiencies  
15 were identified:

16 a. Respondent failed to maintain Father's written requests for clinical records,  
17 as required.

18 b. In review of Respondent's progress notes, he failed to include the date of his  
19 signature as required.

20 c. On 05/04/17, Respondent authored a letter addressed To Whom It May  
21 Concern, which included information regarding Child's treatment.

22 d. Respondent failed to include a copy of his letter in the clinical record as  
23 required.

24 8. During the course of Child's treatment, Respondent was made aware of  
25 information that potentially constituted ongoing child abuse.







1 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

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

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

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

10 **Civil Penalty**

11 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil  
12 penalty against the Respondent in the amount of \$1,000.00.

13 13. 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 14. 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 ...

1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
2 review.

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

8 16. If Respondent currently sees clients in their own private practice, and obtains any  
9 other type of behavioral health position, either as an employee or independent contractor, where  
10 they provide behavioral health services to clients of another individual or agency, they shall  
11 comply with requirements set forth in paragraphs 17 through 19 below.

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

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



1 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
2 within 10 days, as required, Respondent's failure to provide the required statement to the Board  
3 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
4 employer(s) with a copy of the Consent Agreement.

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

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

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

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

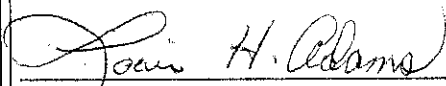
8 22. Respondent shall bear all costs relating to probation terms required in this  
9 Consent Agreement.

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

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

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

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

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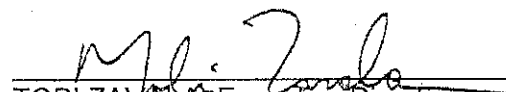
19 Louis H. Adams

20 9/14/2017  
Date

21  
22 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

23 Dated this 18<sup>th</sup> day of September, 2017.

24 By:

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

1 ORIGINAL of the foregoing filed  
This 18<sup>th</sup> day of September, 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 18<sup>th</sup> day of September, 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. 7071450000086887477  
This 18<sup>th</sup> day of September, 2017, to:

12 Louis H. Adams  
13 Address of Record  
14 Respondent  
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