

BEFORE THE ARIZONA BOARD  
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

**Victor A. Macias, LAC-15750,  
Licensed Associate Counselor,  
In the State of Arizona.**

**RESPONDENT**

**CASE NO. 2018-0105  
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), Victor A. Macias ("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.

3. Respondent has the right to consult with an attorney prior to entering into this 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 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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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           The Board issues the following Findings of Fact, Conclusions of Law and Order:

25     ...

FINDINGS OF FACT

1  
2           1.       Respondent is the holder of License No. LAC-15750 for the practice of  
3 counseling in Arizona.

4           2.       In 11/14, Respondent was arrested for Aggravated DUI.

5           3.       The police lab results measured Respondent's BAC at .094.

6           4.       Approximately 6 months following his DUI charge, Respondent submitted his  
7 application for licensure as an LAC to the Board.

8           5.       In submitting his application, Respondent disclosed 2 prior, but unrelated  
9 charges from 2009 and 2011.

10          6.       Respondent did not disclose his 11/14 Aggravated DUI charge.

11          7.       In accordance with this LAC application, Respondent signed an affidavit  
12 certifying, under penalty of perjury, that all information contained in his application was true and  
13 correct to the best of his knowledge and belief.

14          8.       As the Board had no information regarding his Aggravated DUI charge at that  
15 time, Respondent's application was administratively signed off on and Respondent was issued  
16 his LAC license.

17          9.       Approximately 2 years later, in 2017, Respondent submitted his LAC renewal  
18 application to the Board.

19          10.      In submission of his renewal application, Respondent omitted all criminal history.

20          11.      With regard to the renewal background question that asks, have you ever been  
21 arrested, charged with, or convicted of a criminal offense, Respondent answered, "No."

22          12.      In accordance with his renewal application, Respondent signed an affidavit  
23 certifying, under penalty of perjury, that all information contained in his renewal application was  
24 true and correct to the best of his knowledge and belief.



1 submit a written request to the Board to re-commence compliance with this Consent  
2 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

7 **Continuing Education**

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

14 **Clinical Supervision**

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

24 ...  
25 ...

1 **Focus and Frequency of Clinical Supervision**

2 6. The focus of the supervision shall relate to documentation, accountability, and  
3 behavioral health ethics. Respondent shall meet individually in person with the supervisor for a  
4 minimum of one hour weekly. Following the initial 12 months of probation, the frequency may be  
5 at the recommendation of the supervisor.

6 **Reports**

7 7 Once approved, the supervisor shall submit quarterly reports for review and  
8 approval by the Board Chair or designee. The quarterly reports shall include issues presented in  
9 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
10 more frequent supervision is needed. Quarterly reports shall include the following:

- 11 a. Dates of each clinical supervision session.  
12 b. A comprehensive description of issues discussed during supervision  
13 sessions.

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

17 9. After Respondent's probationary period, the supervisor shall submit a final  
18 summary report for review and approval by the Board Chair or designee. The final report shall  
19 also contain a recommendation as to whether the Respondent should be released from this  
20 Consent Agreement.

21 **Change of Clinical Supervisor During Probation**

22 10. If, during the period of Respondent's probation, the clinical supervisor determines  
23 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
24 the end of supervision and provide the Board with an interim final report. Respondent shall  
25 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the

1 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
2 proposed clinical supervisor shall provide the same documentation to the Board as was required  
3 of the initial clinical supervisor.

#### 4 Therapy

5 11. During the period of probation, Respondent shall attend therapy for 24 months  
6 with a masters or higher level behavioral health professional licensed at the independent level.  
7 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of  
8 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or  
9 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit  
10 a letter addressing why they should be approved, acknowledging that they have reviewed the  
11 Consent Agreement and include the results of an initial assessment and a treatment plan  
12 regarding the proposed treatment of Respondent.

13 12. Upon approval, the Board will provide the therapist with copies of any required  
14 evaluations completed at the request of the Board prior to this Consent Agreement and the  
15 Board's investigative report.

#### 16 Focus and Frequency of Therapy

17 13. The focus of the therapy shall relate to the issues identified in Board's  
18 investigative report, openness, accountability, transparency, loss and dealing with relational  
19 aspects. Respondent shall meet in person with the therapist twice monthly. Following the initial  
20 12 months of probation, the frequency may be at the recommendation of the therapist.

#### 21 Reports

22 14. Once approved, the therapist shall submit quarterly reports and a final summary  
23 report to the Board for review and approval. The quarterly reports shall include issues presented  
24 in this Consent Agreement that need to be reported and the therapist shall notify the Board if  
25 more frequent therapy is needed. The reports shall address Respondent's current mental health

1 status, medications prescribed, if any, treatment recommendation, and shall report if, in their  
2 professional opinion, Respondent becomes unable to practice psychotherapy safely and  
3 competently. The final report shall also contain a recommendation as to whether the  
4 Respondent should be released from this Consent Agreement.

#### 5 Recovery Program

6 15. While on probation, Respondent shall attend recovery support meetings at a  
7 minimum of once weekly. Respondent shall obtain a sponsor, mentor, or group leader and that  
8 individual shall provide quarterly reports to the Board Chair or designee attesting to  
9 Respondent's attendance and participation.

#### 10 GENERAL PROVISIONS

##### 11 Provision of Clinical Supervision

12 16. Respondent shall not provide clinical supervision while subject to this Consent  
13 Agreement.

##### 14 Civil Penalty

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

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

24 19. Within 10 days of being notified of the lifting of the stay, Respondent may request  
25 that the matter be reviewed by the Board for the limited purpose of determining whether the



1 automatic lifting of the stay was supported by clear and convincing evidence. If the Board  
2 receives the written request within 10 days or less of the next regularly scheduled Board  
3 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
4 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
5 review.

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

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

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

23 23. If Respondent is not employed as of the effective date of this Order, within 10  
24 days of accepting employment in a position where Respondent provides any type of behavioral  
25 health related services or in a setting where any type of behavioral health, health care, or social

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

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

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

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

12 27. Respondent shall bear all costs relating to probation terms required in this  
13 Consent Agreement.

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

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

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

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


22  MS; LAG  
23 Victor A. Macias

22 5/22/18  
23 Date

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

25 Dated this 4th day of June, 2018.

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

**ORIGINAL** of the foregoing filed  
This 4<sup>th</sup> day of June, 2018 with:

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

**COPY** of the foregoing mailed via Interagency Mail  
This 4<sup>th</sup> day of June, 2018, to:

Marc Harris  
Assistant Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

**COPY** of the foregoing mailed via  
Certified mail no. 9489009000276000248068  
This 4<sup>th</sup> day of June, 2018, to:

Victor A. Macias  
Address of Record  
Respondent