

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-15180 for the practice of social
4 work in Arizona.

5 2. On 11/25/17, Respondent was arrested for driving under the influence.

6 3. Respondent's blood alcohol content was measured at .171% approximately one
7 hour after being pulled over.

8 4. Respondent acknowledges consuming alcohol prior to drinking.

9 **CONCLUSIONS OF LAW**

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

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

16 **ORDER**

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

19 1. Respondent's license, LMSW-15180, will be placed on probation for 12 months,
20 effective from the date of entry as signed below.

21 2. Respondent shall not practice under their license, LMSW-15180, unless they are
22 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
23 Respondent is unable to comply with the terms and conditions of this Consent Agreement; they
24 shall immediately notify the Board in writing and shall not practice under their license until they
25 submit a written request to the Board to re-commence compliance with this Consent

1 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

6 Continuing Education

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

13 Recovery Program

14 5. While on probation, Respondent shall attend a minimum of 6 Mothers Against
15 Drunk Driving ("M.A.D.D.") meetings in person or an equivalent program within 12 months.
16 Respondent shall provide a report to the Board Chair or designee substantiating their
17 attendance at M.A.D.D. meetings or an equivalent program.

18 Early Release

19 6. After completion of the continuing education requirements set forth in this
20 Consent Agreement, and upon the completion of all other stipulations set forth in this Consent
21 Agreement, Respondent may request early release.

22 GENERAL PROVISIONS

23 Provision of Clinical Supervision

24 7. Respondent shall not provide clinical supervision while subject to this Consent
25 Agreement.

1 Civil Penalty

2 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
3 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

23 12. Within 10 days of the effective date of this Order, if Respondent is working in a
24 position where Respondent provides any type of behavioral health related services or works in a
25 setting where any type of behavioral health, health care, or social services are provided,

1 Respondent shall provide the Board Chair or designee with a signed statement from
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
5 copy of the Consent Agreement.

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

16 14. If, during the period of Respondent's probation, Respondent changes
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
18 extended leave of absence for whatever reason that may impact their ability to timely comply
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
20 the Board of their change of employment status. After the change and within 10 days of
21 accepting employment in a position where Respondent provides any type of behavioral health
22 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 a written
24 statement providing the contact information of their new employer(s) and a signed statement
25 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a

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

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

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

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

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

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

24 20. This Consent Agreement is conclusive evidence of the matters described herein
25 and may be considered by the Board in determining appropriate sanctions in the event a

1 subsequent violation occurs.

2
3 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

4 Betti-jo Townsend
5 Betti-jo Townsend

10/26/18
Date

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

7 Dated this 2nd day of November, 2018.

8
9 By: M. Zavala

10 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

11
12 **ORIGINAL** of the foregoing filed

13 This 2nd day of November, 2018 with:

14 Arizona Board of Behavioral Health Examiners
15 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

16 **COPY** of the foregoing mailed via Interagency Mail

17 This 2nd day of November, 2018, to:

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

20 **COPY** of the foregoing mailed via

21 Certified mail, no. 94890091000276060239721
This 2nd day of November, 2018, to:

22 Betti-jo Townsend
23 Address of Record
Respondent