

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

2 **In the Matter of:**

3 **Dennily C. Stricker, LCSW-16250,**  
4 **Licensed Clinical Social Worker,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2020-0055**

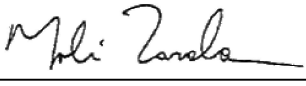
**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated September 25<sup>th</sup>, 2020. After  
9 consideration, the Board voted to release Respondent from the terms and conditions of the  
10 Consent Agreement and Order dated September 25<sup>th</sup>, 2020.

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 September 25<sup>th</sup>, 2020.

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

**Dec 13, 2021**  
Date

17  
18 **ORIGINAL** of the foregoing filed **Dec 13, 2021**  
with:

19 Arizona Board of Behavioral Health Examiners  
20 1740 West Adams Street, Suite 3600  
21 Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically **Dec 13, 2021**  
to:

23 Dennily C. Stricker  
24 Address of Record  
25 Respondent

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

3 **In the Matter of:**

4 **Dennily C. Stricker, LCSW-16250,**  
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7 **RESPONDENT**

**CASE NO. 2020-0055**  
**CONSENT AGREEMENT**

8 In the interest of a prompt and speedy settlement of the above captioned matter,  
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona  
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)  
11 and 41-1092.07(F)(5), Dennily C. Stricker (“Respondent”) and the Board enter into this Consent  
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

24 3. Respondent has the right to consult with an attorney prior to entering into this  
25 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 between only Respondent and the Board for  
7 the final disposition of this matter and may be used for purposes of determining sanctions in any  
8 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 acknowledges and agrees that the acceptance of this Consent  
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
18 other proceedings as may be appropriate now or in the future. Furthermore, and  
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
20 preclude in any way any other state agency or officer or political subdivision of this state from  
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
22 in the future relating to this matter or other matters concerning Respondent, including but not  
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

25 ...

1 otherwise, about the views or intended actions of any other state agency or officer or political  
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LCSW-16250 for the practice of social  
15 work in the state of Arizona.

16 2. On 09/18/19, Client received behavioral health services from Respondent.

17 3. Despite only seeing Complainant for one (1) session, Respondent billed Client's  
18 insurance for three additional sessions.

19 4. Respondent represented the additional billed sessions were "mistakenly  
20 submitted."

21 5. Respondent sent a check to Client's insurance company for the amount  
22 overbilled.

23 6. Client's clinical record provided by Respondent contained the following  
24 deficiencies:

25 ...

- 1 a. Undated and unsigned Personal Information Disclosure.
- 2 b. Updated treatment plan:
  - 3 ▪ Signed by Respondent, but not by Client
  - 4 ▪ No therapeutic intervention or method is selected or identified.
- 5 c. Undated and unsigned Background History note for Complainant.
- 6 d. Respondent's signature was not dated on Client's 09/18/19 progress note.

7 7. A review of the three randomly selected client records contained the following  
8 deficiencies:

- 9 a. Multiple undated progress note signatures.
- 10 b. Missing and incomplete treatment plans.
- 11 c. A missing informed consent for treatment.
- 12 d. Billing issues.

13 8. Respondent took the following remedial measures:

- 14 a. Conducts a monthly review of all of her documentation for accuracy.
- 15 b. Obtained a clinical supervisor to help her operate her practice effectively and  
16 appropriately.
- 17 c. Limited the number of clients she is seeing to six.

18 9. During the Board Investigation, Respondent sought therapy for past and current  
19 issues from a psychologist.

20 **CONCLUSIONS OF LAW**

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

24 ...

25 ...

1 2. The conduct and circumstances described in the Findings of Fact constitute a  
2 violation of A.R.S. § 32-3251(16)(p), Failing to conform to minimum practice standards as  
3 developed by the board as it relates to:

4 a. A.A.C R4-6-1101, Consent for Treatment.

5 b. A.A.C R4-6-1102, Treatment Plan.

6 c. A.A.C R4-6-1103, Client Record.

7 d. A.A.C R4-6-1104, Financial and Billing Records.

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

11 **ORDER**

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

14 1. Respondent's license, LCSW-16250, will be placed on probation for 12 months,  
15 effective from the date of entry as signed below.

16 2. Respondent shall not practice under their license, LCSW-16250, unless they are  
17 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
18 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
19 shall immediately notify the Board in writing and shall not practice under their license until they  
20 submit a written request to the Board to re-commence compliance with this Consent  
21 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

1 **Continuing Education**

2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
4 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
5 addressing current behavioral health documentation standards in Arizona. All required  
6 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
7 Respondent shall submit a certificate of completion of the required continuing education.

8 5. Respondent may submit continuing education completed since the complaint  
9 was filed for consideration of approval by the Board Chair or designee.

10 **Clinical Supervision**

11 6. While on probation, Respondent shall submit to clinical supervision for 12 months  
12 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
13 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
14 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
15 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
16 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
17 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
18 have reviewed the Consent Agreement and include the results of an initial assessment and a  
19 supervision plan regarding the proposed supervision of Respondent. The letter from the  
20 supervisor shall be submitted to the Board.

21 **Focus and Frequency of Clinical Supervision**

22 7. The focus of the supervision shall relate to current behavioral health  
23 documentation standards in Arizona, legal requirements affecting the practice of behavioral  
24 health in Arizona, and self-care. During each supervision session, the supervisor shall review a  
25 ...

1 minimum of 3 client records chosen at random by the supervisor to ensure Respondent's  
2 compliance with current behavioral health documentation standards in Arizona. Respondent  
3 shall meet individually in person with the supervisor for a minimum of one hour monthly if  
4 working fulltime.

### 5 **Reports**

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

- 10 a. Dates of each clinical supervision session.
- 11 b. A comprehensive description of issues discussed during supervision  
12 sessions.
- 13 c. The results of each clinical documentation review by the supervisor.

14 9. 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 10. 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 11. 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 ...



1 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
2 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
3 proposed clinical supervisor shall provide the same documentation to the Board as was required  
4 of the initial clinical supervisor.

### 5 Therapy

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

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

### 18 Focus and Frequency of Therapy

19 14. The focus of the therapy shall relate to self-care. Respondent shall meet in  
20 person with the therapist monthly.

### 21 Reports

22 15. 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 ...

1 more frequent therapy is needed. The reports shall address Respondent's current mental health  
2 status, medications prescribed, if any, treatment recommendation, and shall report if, in their  
3 professional opinion, Respondent becomes unable to practice psychotherapy safely and  
4 competently. The final report shall also contain a recommendation as to whether the  
5 Respondent should be released from this Consent Agreement.

6 **Change of Therapist**

7 16. In the event that, during the period of Respondent's probation, Respondent's  
8 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new  
9 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee  
10 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
11 treatment, the proposed therapist shall submit a letter addressing why they should be approved,  
12 acknowledging that they have reviewed the Consent Agreement, and include the results of an  
13 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

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

18 **Civil Penalty**

19 18. Subject to the provisions set forth in paragraph 22, the Board imposes a civil  
20 penalty against the Respondent in the amount of \$1,000.00.

21 19. Respondent's payment of the civil penalty shall be stayed so long as Respondent  
22 remains compliant with the terms of this Consent Agreement. If Board staff determines that  
23 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the  
24 exception of the tolling provision under paragraph 6, the stay of the civil penalty payment shall

25 ...

1 be automatically lifted and payment of the civil penalty shall be made by certified check or  
2 money order payable to the Board within 30 days after being notified in writing of the lifting of  
3 the stay.

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

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

16         22.     If Respondent currently sees clients in their own private practice, and obtains any  
17 other type of behavioral health position, either as an employee or independent contractor, where  
18 they provide behavioral health services to clients of another individual or agency, they shall  
19 comply with requirements set forth in paragraphs 26 through 28 below.

20         23.     Within 10 days of the effective date of this Order, if Respondent is working in a  
21 position where Respondent provides any type of behavioral health related services or works in a  
22 setting where any type of behavioral health, health care, or social services are provided,  
23 Respondent shall provide the Board Chair or designee with a signed statement from  
24 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this

25 ...

1 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
2 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a  
3 copy of the Consent Agreement.

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

14 25. If, during the period of Respondent's probation, Respondent changes  
15 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
16 extended leave of absence for whatever reason that may impact their ability to timely comply  
17 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
18 the Board of their change of employment status. After the change and within 10 days of  
19 accepting employment in a position where Respondent provides any type of behavioral health  
20 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 a written  
22 statement providing the contact information of their new employer(s) and a signed statement  
23 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
24 copy of this Consent Agreement. If Respondent does not provide the employer's statement to

25 ...

1 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
2 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
3 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

22 30. This Consent Agreement shall be effective on the date of entry below.

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

