

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-3780 for the practice of Social
15 Work in the state of Arizona.

16 2. Between 02/20 – 05/20, Respondent provided behavioral health services to an
17 adult female client (“Client”) at a behavioral health agency (“Agency”).

18 3. On 06/14/20, Respondent cancelled a session with Client that was scheduled for
19 later the same day.

20 4. Respondent represents she cancelled the 06/14/20 appointment due to
21 Respondent’s father passing away in early May and because of the stresses of COVID-19.

22 5. Between 06/14/20 and 07/14/20, Client attempted to contact Respondent
23 telephonically on several occasions, but was not able to get ahold of her.

24 6. On 07/14/20 Client sent Respondent a letter to determine the status of her
25 therapeutic services.

1 7. Respondent represents the following regarding Client's attempts to contact
2 Respondent:

3 a. Respondent did not respond to Client's voice messages because she was out
4 of work at the time and was planning on returning.

5 b. Although Respondent was still checking work phone calls and mail, she did
6 not reach out to Client because she was uncomfortable with what her
7 explanation would be.

8 c. Respondent did not find it acceptable to cease communication with Client.

9 d. Respondent believes the lack of contact and the discontinuation of services
10 disrupted Client's therapy process and left her wondering what was going on.

11 e. Respondent did not provide resources to Client because Respondent was
12 planning on returning to work.

13 f. It would have been in Client's best interest for Respondent to pick up the
14 phone and provide her with referrals.

15 8. Respondent's personnel records at Agency indicate the following:

16 a. Between 04/03/20 – 07/05/20, appointments with Agency clients had to be
17 cancelled on fifteen (15) separate days.

18 b. Beginning on 07/10/20, Agency stopped scheduling clients.

19 9. Respondent represents the following regarding cancelling appointments with
20 other clients of Agency:

21 a. At the time she began taking time off work, Respondent had approximately
22 sixty (60) clients on her caseload.

23 b. Respondent had approximately 35 sessions a week that she cancelled.

24 c. These clients were informed that Respondent would contact them to
25 reschedule services at a later time.

1 10. On 09/15/20, Respondent submitted her letter of resignation from Agency,
2 effective immediately.

3 11. Respondent represents there was nobody at Agency that could have reached out
4 to clients and nobody else had access to Respondent's client records as she is the only
5 employee at Agency.

6 12. Despite acknowledging that she was the only employee who could have reached
7 out to clients, Respondent did not notify any of her clients that she would not be returning to
8 work.

9 13. During the course of investigating this complaint, Board staff had great difficulty
10 contacting Respondent and obtaining relevant documents.

11 14. Board staff's difficulty in contacting Respondent arose from Respondent not
12 notifying the Board of changes to her contact information.

13 a. Despite resigning from Agency in 09/20, Respondent continued to list Agency
14 as her employer.

15 b. Respondent listed Agency's address and phone number as her personal
16 contact information.

17 15. Additionally, Respondent's 01/20 consent for treatment for Client was missing
18 several elements, as well as incorrectly representing a client's right to have their records and
19 the methods for a client to obtain their records.

20 16. Respondent's progress notes for Client were dated, but Respondent's signature
21 was not dated.

22 17. Additionally, Respondent used a separate blank sheet with Client's progress
23 notes that was not signed or dated that Respondent used to document additional notes.

24 19. Although Respondent conducted a telephone session with Client, the Clinical
25 record is missing several required telepractice elements.

1 CONCLUSIONS OF LAW

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

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

8 3. The conduct and circumstances described in the Findings of Fact constitute a
9 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
10 recognized standards of ethics in the behavioral health profession or that constitutes a danger
11 to the health, welfare or safety of a client, as it relates to the following section of the NASW
12 Code of Ethics:

13 1.17 Termination of Services:

14 (b) Social workers should take reasonable steps to avoid abandoning
15 clients who are still in need of services. Social workers should
16 withdraw services precipitously only under unusual circumstances,
17 giving careful consideration to all factors in the situation and taking
18 care to minimize possible adverse effects. Social workers should
19 assist in making appropriate arrangements for continuation of services
20 when necessary.

21 (e) Social workers who anticipate the termination or interruption of
22 services to clients should notify clients promptly and seek the transfer,
23 referral, or continuation of services in relation to the clients’ needs and
24 preferences.

25 ...

1 (f) Social workers who are leaving an employment setting should
2 inform clients of appropriate options for the continuation of services
3 and of the benefits and risks of the options.

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

7 A.A.C. R4-6-205, Change of Contact Information

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

11 A.A.C. R4-6-1101, Consent for Treatment

12 A.A.C. R4-6-1103, Client Records

13 A.A.C. R4-6-1106, Telepractice

14 **ORDER**

15 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
16 the provision and penalties imposed as follows:

17 1. As of the effective date of the Consent Agreement, Respondent shall not practice
18 under their license.


19 2. Respondent's license, LCSW-3780, shall by rule, expire on 01/31/22.

20 3. Respondent agrees not to renew their license.

21 4. Respondent agrees not to submit any type of new license application to the
22 Board for a minimum of five (5) years.

23 5. 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.


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

2 
3 Terry F. Moe

2.15.2021
Date

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

5 Dated this 22nd day of February, 2021.

6
7 By: 
8 TOBI ZAVALA, Executive Director
9 Arizona Board of Behavioral Health Examiners

10 **ORIGINAL** of the foregoing filed
11 This 22nd day of February, 2021 with:

12 Arizona Board of Behavioral Health Examiners
13 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

14 **COPY** of the foregoing mailed via Interagency Mail
15 This 22nd day of February, 2021, to:

16 Mona Baskin
17 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

18 **COPY** of the foregoing mailed via
19 Certified mail no. 9489 0090 0027 6139 7614 29
This 22nd day of February, 2021, to:

20 Terry F. Moe
21 Address of Record
Respondent