

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

3 **In the Matter of:**

4 **Carol A. Carlyle LASAC-15257,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2021-0042
CONSENT AGREEMENT

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

15 **RECITALS**

16 Respondent understands and agrees that:

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

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

25 ...

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

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

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not
25 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other

1 than with respect to the Board, this Consent Agreement makes no representations, implied or
2 otherwise, about the views or intended actions of any other state agency or officer or political
3 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LASAC-15257 for the practice of
16 substance abuse counseling in the state of Arizona.

17 2. In 02/20, Respondent submitted her application for independent licensure as an
18 LISAC, however:

19 a. Respondent received a below satisfactory rating on her clinical supervision
20 hours due to documentation and boundary issues.

21 b. Pursuant to R4-6-212(C)9, an overall performance rating of at least
22 satisfactory is needed to be considered towards independent licensure.

23 c. Respondent chose to withdraw her LISAC application.

24 3. Between 10/18 – 10/19, Respondent worked at a behavioral health agency
25 (“Agency”).

1 4. On two (2) separate occasions, Respondent transported clients to specific, non-
2 agency related destinations.

3 a. Respondent transported a client to a pet store and then took the client home
4 and began their session.

5 b. Respondent transported a client to a probation appointment and billed for 15
6 minutes of counseling on the ride to the appointment.

7 5 Respondent represented the following regarding transportation of the clients:

8 d. The clients did not need to travel far.

9 e. Respondent did not realize that it was inappropriate to bill for a session that
10 took place while Respondent was driving.

11 f. Respondent thought it was appropriate because it was in her notes and
12 nobody at Agency said anything to her.

13 6. Respondent acknowledged the following:

14 a. Respondent transporting the two (2) clients “obviously” crossed boundaries.

15 b. Respondent did not read everything in the employee handbook.

16 c. If Respondent had known transporting a client was wrong, she would never
17 have done it.

18 7. Additionally, Respondent acknowledged having personal phone calls with clients
19 of Agency and represented the following:

20 a. Depending on the client, it “probably had to do with counseling” because
21 Respondent did not talk about personal things with clients.

22 b. Respondent indicated a particular client could call her several times a day.

23 c. Allowing clients to call her “possibly” blurred the lines of boundaries, but
24 Respondent made sure to establish she was not friends with clients.

25 ...

1 8. Respondent also indicated that she shares personal information during sessions
2 for the purpose of building rapport.

3 9. Furthermore, Respondent signed a corrective action prepared by Agency which
4 indicated the following:

5 a. A client reported that Respondent took the client to the cemetery and then to
6 the client's previous residence.

7 b. A client reported that they often received phone calls from Respondent.

8 c. The client's clinical record indicated that Respondent met with the reporting
9 client for sessions twice per week for two to three hours each, often back to
10 back.

11 10. Respondent represented the following regarding the corrective action:

12 a. Respondent did not drive a client to the cemetery or to the client's old house.

13 b. Respondent has never done a 3 to 4-hour session, and any records
14 indicating that she has must be incorrect.

15 c. At the time of the corrective action, Respondent was so frustrated that she
16 did not read the corrective action.

17 d. If the corrective action is signed, Respondent is unaware of what it says.

18 11. Despite acknowledging that she "obviously" crossed boundaries, Respondent did
19 not consult with her supervisors at Agency.

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 2. The conduct and circumstances described in the Findings of Fact constitute a
25 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to

1 recognized standards of ethics in the behavioral health profession or that constitutes a danger
2 to the health, welfare or safety of a client, as it relates to the NAADAC Code of Ethics:

3 **I-10 Boundaries:**

4 Addiction professionals shall consider the inherent risks and benefits
5 associated with moving the boundaries of a counseling relationship
6 beyond the standard parameters. Consultation and supervision shall
7 be sought and documented.

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, LASAC-15257, will be placed on probation for 24 months,
15 effective from the date of entry as signed below.

16 2. Respondent shall not practice under their license, LASAC-15257, unless they
17 are 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 **Practice Restriction**

2 4. While on probation, if Respondent engages in the practice of behavioral health, they
3 shall do so only while working at a behavioral health agency licensed by the state of Arizona.

4 **Continuing Education**

5 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
6 24 months of the effective date of this Consent Agreement, Respondent shall take and pass a
7 three-semester credit hour graduate level behavioral health ethics course from a regionally
8 accredited college or university, pre-approved by the Board Chair or designee. Upon
9 completion, Respondent shall submit to the Board an official transcript establishing completion
10 of the required course.

11 **Clinical Supervision**

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

22 **Focus and Frequency of Clinical Supervision**

23 7. The focus of the supervision shall relate to professional boundaries,
24 documentation and adhering to agency policies. Respondent shall meet with the clinical

25 ...

1 supervisor a minimum of twice a month for the first 12 months of probation and a minimum of
2 monthly for the second 12 months of probation.

3 Reports

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

8 a. Dates of each clinical supervision session.

9 b. A comprehensive description of issues discussed during supervision
10 sessions.

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

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

18 Change of Clinical Supervisor During Probation

19 11. If, during the period of Respondent's probation, the clinical supervisor determines
20 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
21 the end of supervision and provide the Board with an interim final report. Respondent shall
22 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
23 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
24 proposed clinical supervisor shall provide the same documentation to the Board as was required
25 of the initial clinical supervisor.

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 12. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 **Civil Penalty**

6 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

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

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

22 16. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

25 ...

1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
2 and the period of probation shall be extended until the matter is final.

3 17. If Respondent currently sees clients in their own private practice, and obtains any
4 other type of behavioral health position, either as an employee or independent contractor, where
5 they provide behavioral health services to clients of another individual or agency, they shall
6 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

25 ...

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

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

18 22. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

1 Board determines that any or all terms and conditions of this Consent Agreement have not been
2 met, the Board may conduct such further proceedings as it determines are appropriate to
3 address those matters.

4 23. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

6 24. Respondent shall be responsible for ensuring that all documentation required in
7 this Consent Agreement is provided to the Board in a timely manner.

8 25. This Consent Agreement shall be effective on the date of entry below.

9 26. This Consent Agreement is conclusive evidence of the matters described herein
10 and may be considered by the Board in determining appropriate sanctions in the event a
11 subsequent violation occurs.
12

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

14 *Carol A. Carlyle*
15 Carol A. Carlyle (Feb 19, 2021 10:03 MST)
16 Carol A. Carlyle

Feb 19, 2021
Date

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

18 By: *Tobi Zavala*
19 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Feb 19, 2021
Date

20 **ORIGINAL** of the foregoing filed Feb 19, 2021
21 with:

22 Arizona Board of Behavioral Health Examiners
23 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

24 **EXECUTED COPY** of the foregoing sent electronically Feb 19, 2021
25 to:

1 Mona Baskin
2 Assistant Attorney General
3 2005 North Central Avenue
4 Phoenix, AZ 85004

5 Carol A. Carlyle
6 Address of Record
7 Respondent

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27