

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

In the Matter of:

**Deborah A. Matula Angell, LMSW- 17758,
Licensed Master Social Worker,
In the State of Arizona.**

**CASE NO. 2021-0066
CONSENT AGREEMENT**

RESPONDENT

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), Deborah A. Matula Angell (“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 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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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. LMSW-17758 for the practice of social
15 work in Arizona.

16 2. Between 01/19 – 11/19, Respondent provided behavioral health services to a
17 minor female client (“Client”).

18 3. During a 10/29/19 session, Respondent advised Client and Client’s legal
19 guardian (“Guardian”) that Respondent’s position with the behavioral health agency (“Agency”) was changing and her role as Client’s therapist would end in 11/19.

20 4. On 10/31/19, Respondent received an email from Big Brothers Big Sisters
21 (“BBBS”) indicating her application had been received.

22 5. On 11/20/19, during her last session with Client, Respondent discussed
23 mentoring services with Guardian.

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1 6. Respondent did not document her discussion of mentoring services with
2 Guardian in Clients clinical record

3 7. During her 11/25/19 interview with BBBS, Respondent indicated the following in
4 her Volunteer Match Preferences:

5 a. There is a possible girl Respondent is looking to be matched with.

6 b. Respondent indicated the names of Client and Guardian.

7 c. It was a girl Respondent used to work with, and is open to waiting.

8 8. On 01/03/20, Respondent sent an email to BBBS inquiring if Guardian followed
9 through with the intake.

10 9. BBBS replied to Respondent's 01/03/20 email with the following:

11 a. There is no application in the system for Client.

12 b. If Client has not applied, the search can be continued for another child.

13 10. Respondent acknowledged to Board staff that when BBBS informed her that
14 Client had not applied, Respondent reached out to Guardian telephonically and inquired if Client
15 would be applying.

16 11. On 01/29/20, BBBS matched Respondent and Client to each other.

17 12. Respondent represented the following regarding mentoring with BBBS:

18 a. Respondent let Guardian know Respondent could be requested as Client's
19 mentor.

20 b. Client and Guardian requested Respondent during the BBBS matching
21 process.

22 13. Additionally, Agency's conflict of interest policy included the following:

23 a. In addition to the NASW Code of Ethics, Agency staff is expected not to
24 engage in dual or multiple relationships with clients or former clients.

25 ...

1 b. Potential conflicts of interest with regard to specific clients or contracts will be
2 revealed to a supervisor immediately.

3 14. Despite attempting to get herself matched to Client with BBBS, Respondent
4 indicated in her annual disclosures with Agency that she did not have any conflicts of interest.

5 15. Furthermore, Respondent did not discuss providing mentoring services to Client
6 with any supervisor at Agency.

7 16. Respondent represented the following to Board staff:

8 a. Respondent did not consider mentoring Client a conflict of interest because
9 mentoring and therapy are two different services.

10 b. At no time did Respondent have a simultaneous relationship with Client.

11 c. Respondent does not find any violations of unprofessional practice.

12 d. Even after receiving the Board complaint, Respondent planed on continuing
13 mentorship services with Client.

14 17. As a stipulation of being offered this consent agreement, on 03/24/21,
15 Respondent submitted verification of the termination of BBBS mentorship services with Client.

16 18. Respondent's mentoring of Client crossed a professional boundary with
17 potentially unforeseen consequences.

18 19. Additionally, after Client's therapy services with Respondent ended in 11/19,
19 Agency logs indicate that Respondent accessed Client's Agency records eight (8) times on four
20 (4) separate days.

21 20. Respondent admitted she also accessed the charts of at least two (2) or three (3)
22 other former clients to see if they had been assigned a new therapist.

23 21. Respondent represented the following regarding accessing Agency records of
24 former clients:

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- 1 a. Respondent was concerned and checked in on past clients to see if they
2 reconnected with therapy services.
3 b. In hindsight, Respondent does not believe it was appropriate.

4 22. By accessing the files of former clients without informed consent, Respondent
5 breached their privacy and confidentiality.

6 23. Additionally, Respondent breached Client's privacy and confidentiality when she
7 advised BBBS that Client was a former client of Respondent.

8 **CONCLUSIONS OF LAW**

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

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

16 **1.06 Conflicts of Interest**

17 (c) Social workers should not engage in dual or multiple relationships
18 with clients or former clients in which there is a risk of exploitation or
19 potential harm to the client. In instances when dual or multiple
20 relationships are unavoidable, social workers should take steps to
21 protect clients and are responsible for setting clear, appropriate, and
22 culturally sensitive boundaries. (Dual or multiple relationships occur
23 when social workers relate to clients in more than one relationship,
24 whether professional, social, or business. Dual or multiple
25 relationships can occur simultaneously or consecutively.)

1 **1.07 Privacy and Confidentiality**

2 (q) Social workers should avoid searching or gathering client
3 information electronically unless there are compelling professional
4 reasons, and when appropriate, with the client's informed consent.

5 3. 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 **ORDER**

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

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

13 2. Respondent's license, LMSW-17758, by rule, expired on 03/31/21.

14 3. Respondent agrees not to renew their license.

15 4. Respondent agrees not to submit any type of new license application to the
16 Board for a minimum of three (3) years.

17 5. 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.

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


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23 Deborah A. Matula Angell (Apr 1, 2021 20:56 PDT)
Deborah A. Matula Angell

Apr 1, 2021
Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: 

Apr 12, 2021

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

ORIGINAL of the foregoing filed Apr 12, 2021
with:

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

EXECUTED COPY of the foregoing sent electronically Apr 12, 2021
to:

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

Deborah A. Matula Angell
Address of Record
Respondent