2

3

4

5

6

7 8

9

10

11

12 13

14

15

16 17

18

19

20

2122

23

2425

BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Lindsey R. Jones, LPC-15408, Licensed Professional Counselor, In the State of Arizona. CASE NO. 2021-0113 2021-0114

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), Lindsey R. Jones ("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:

- 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.

- 25 || .

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

24

25

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

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- 1. Respondent is the holder of License No. LPC-15408 for the practice of counseling in the state of Arizona.
- 2. In 03/20, an adult male client ("Client") began receiving services at a behavioral health agency ("Agency") for substance use issues.
- In 06/20, Client began participating in domestic violence group sessions at Agency with Respondent.
 - 4. Client's clinical record at Agency documents the following vulnerabilities:
 - a. Suicide attempts
 - b. Substance use issues including:
 - Severe and continuous chronic alcoholism
 - Opioid use disorder
 - Cannabis use disorder

- 10. Additionally, during a single day in 12/20, Respondent exchanged nearly 99 text messages with Client on her personal phone.
- 11. The text messages exchanged between Licensee and Client were highly inappropriate and non-therapeutic, including the following:
 - a. Licensee regularly addressed Client using nicknames that had a personal connotation.
 - b. On several occasions, Licensee conveyed her own alcohol consumption in a non-therapeutic way.
 - c. On more than one occasion, Licensee referred to an immediate family member using their name.
 - d. Licensee sent Client a picture of herself, with an attached message that referred to her personal appearance.
- 12. Despite the following alcohol related vulnerabilities that were documented in Client's clinical record at Agency, Respondent sent Client messages regarding her own desire to consume alcohol:
 - a. Client's clinical record includes the following:
 - Client appears to need alcohol or drug treatment/recovery but is ambivalent or feels it is unnecessary.
 - Part of Client's crisis plan was to be around sober friends.
 - Client needs to increase his supports for sobriety.
 - Client identifies a trigger as being around people that drink.
 - b. Client's clinical record includes the following entries specifically documented
 by Respondent:
 - Client struggles with sobriety and continues to drink at times, but is motivated to reduce or quit completely.

-	Alcohol is	Client's	substance	of (choice.
---	------------	----------	-----------	------	---------

- Client identified his reasons for domestic violence, which include alcohol and drug abuse.
- Client received an extreme DUI during the time he was receiving behavioral health services from Respondent.
- 13. By discussing her own alcohol consumption with Client in a non-therapeutic way, it appears Respondent condoned, minimized and emboldened Client's habitual use of alcohol.
 - 14. Additionally, the following occurred on 02/18/21:
 - a. Respondent sent Client a text indicating she spoke positively of Client's progress to GYAR.
 - b. Respondent entered a note in Client's clinical record at Agency indicating that Gilbert Youth and Adult Resources (GYAR) were not aware how well Client was doing and the judge would take that into consideration.
 - c. GYAR entered a note in their file indicating Respondent reported that Client has made tremendous progress.
- 15. While Respondent provided positive information to GYAR on 02/18/21 regarding Client's progress, some of the text messages indicate that Client consumed alcohol on several occasions within days of Licensee conveying the positive information to GYAR.
- 16. Furthermore, in 02/21, Respondent prepared an assessment and summary for Client regarding his 09/20 extreme DUI charge.
- 17. Despite receiving a text 5 days earlier indicating that Client was having a margarita, the summary indicated that Client is not likely to continue use of alcohol.
 - 18. Respondent represented the following regarding the 02/21 assessment:
 - a. These were Client's self-assessment.

 $||\cdot||$

- b. Because Client was self-reporting, Respondent does not add her own interpretation to the self-assessment tool, and only provides the Court with a recommendation for hours of treatment and proof of screening.
- 19. Although Respondent represents the assessment was a self-report and not her interpretation, Respondent should have documented in her Agency's records for Client that Client's self-assessment did not accurately reflect Client's alcohol use patterns in light of other statements made by Client outside of his responses on the self-assessment.
- 20. Additionally, Board staff's investigation revealed that during multiple group sessions, Respondent and Client were texting each other and during one individual session Respondent called Client.
- 21. Respondent texting Client during sessions had the potential of depriving him of the full scope of therapy available to him.
- 22. The time Respondent spent texting Client during group sessions also potentially deprived other clients of the full scope of the therapy available to them.
- 23. Respondent represented the following regarding texting Client during group sessions:
 - a. There was no reason for her to text a client while in a group session.
 - b. These group sessions may have ended early and Respondent forgot to accurately document the session duration in her note.
- 24. Respondent represented the following regarding calling Client during an individual session:
 - a. Respondent wonders whether she called Client during the time noted for the individual session to tell him she was running late.
 - Respondent may have done this and billed for the 60-minute duration but did not document that the session took place later than noted.

- 25. Respondent represented the following:
 - a. Respondent has experienced compassion fatigue and vicarious trauma.
 - b. Respondent has overstepped bounds that she knows are not professional.
 - Overstepping her bounds came from a place of pure intentions, care and concern.
 - d. Respondent has recognized experiencing transference and did not realize it was happening.
 - e. Respondent currently attends therapy weekly.
- 26. While Respondent represents overstepping her bounds came from a place of pure intentions, care and concern, her actions crossed a professional boundary that ultimately give rise to statutes and ethical codes prohibiting counselors from having dual relationships.
- 27. During approximately 9 months of providing behavioral health services to Client, Respondent exchanged over 2,000 text messages and 162 phone calls with Client.
- 28. Although Respondent represents she exchanged therapeutic text messages and phone calls with Client, Respondent failed to document the following:
 - a. There are no copies or printouts of text messages in Client's clinical record.
 - b. There are no notes or entries indicating any information came from text message exchanges.
 - c. Only 1 of the 162 phone calls was documented in Client's clinical record.
- 29. Additionally, Respondent represented the following regarding the length and time of sessions:
 - Several group sessions Client attended did not meet for the entire time they were originally scheduled.
 - b. At least one individual session did not occur at the scheduled time.

| ..

24

- 30. Despite representing changes in the length and time of several sessions, Respondent did not document these changes in Client's clinical record.
- 31. By not accurately documenting the text messages and scheduling changes, Respondent failed to maintain adequate records of behavioral health services provided.

CONCLUSIONS OF LAW

- The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 et seq.
 and the rules promulgated by the Board relating to Respondent's professional practice as a
 licensed behavioral health professional.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.
- 3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of behavioral health services provided to a client.
- 4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could impair the licensee's objectivity or professional judgment or create a risk of harm to the client. For the purposes of this subdivision, "dual relationship" means a licensee simultaneously engages in both a professional and nonprofessional relationship with a client that is avoidable and not incidental.

ORDER

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

Stayed Suspension

- As of the effective date of this Consent Agreement, Respondent's license, LPC 15408, shall be SUSPENDED for 24 months. However, the suspension shall be stayed and
 Respondent's license shall be placed on probation.
- 2. During the stayed suspension portion of the Order, if Respondent is noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted and Respondent's license shall be automatically suspended as set forth above.
- 3. If Respondent contests the lifting of the stay as it relates to this paragraph, Respondent shall request in writing, within 10 days of being notified of the automatic suspension of licensure, that the matter be placed on the Board agenda for the Board to review and determine if the automatic suspension of Respondent's license was supported by clear and convincing evidence.
- 4. If the written request is received within 10 days of a regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting.
- 5. Pending the Board's review, Respondent's license shall be reported as suspended under review. Respondent may not work in any capacity as a licensed behavioral health professional pending the Board's review. The Board's decision and Order shall not be subject to further review.
- 6. Respondent's license, LPC-15408, will be placed on probation for 24 months, effective from the date of entry as signed below.
- 7. Respondent shall not practice under their license, LPC-15408, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they

submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

Continuing Education

- 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of the NASW Staying Out of Trouble continuing education course or an equivalent course addressing current behavioral health documentation standards in Arizona. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of continuing education addressing current behavioral health documentation standards in Arizona. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 11. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock hours of continuing education addressing substance abuse counseling provided by a general mental health counselor, to include co-occurring disorders. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

- 12. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock hours of teleconference sessions through the Physician Assessment and Clinical Education Program. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 13. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three semester credit hour graduate level behavioral health ethics course from a regionally accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.

Clinical Supervision

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

• • • •

Focus and Frequency of Clinical Supervision

15. The focus of the supervision shall relate to the nature of the complaint, current behavioral health documentation standards in Arizona, statutes and rules affecting the practice of behavioral health in Arizona, behavioral health ethics, boundaries, scope of practice and transference. Respondent shall meet individually in person with the supervisor for a minimum of one hour weekly, if working fulltime, for the first 12 months of the agreement, then at the recommendation of the supervisor for the remaining 12 months, but not less than one hour monthly if working fulltime.

<u>Reports</u>

- 16. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:
 - a. Dates of each clinical supervision session.
 - A comprehensive description of issues discussed during supervision sessions.
- 17. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
- 18. After Respondent's probationary period, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Clinical Supervisor During Probation

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

Therapy

- 20. During the period of probation, Respondent shall attend therapy for 24 months with a masters or higher level behavioral health professional licensed at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit a letter addressing why they should be approved, acknowledging that they have reviewed the Consent Agreement and include the results of an initial assessment and a treatment plan regarding the proposed treatment of Respondent.
- 21. Upon approval, the Board will provide the therapist with copies of any required evaluations completed at the request of the Board prior to this Consent Agreement and the Board's investigative report.

Focus and Frequency of Therapy

22. The focus of the therapy shall relate to the nature of the complaint, self-care, trauma, decision-making and insight. Respondent shall meet in person with the therapist twice monthly for the first 12 months, then at the recommendation of the therapist for the remaining 12 months, but no less than once monthly.

25 |

<u>Reports</u>

23. Once approved, the therapist shall submit quarterly reports and a final summary report to the Board for review and approval. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the therapist shall notify the Board if more frequent therapy is needed. The reports shall address Respondent's current mental health status, medications prescribed, if any, treatment recommendation, and shall report if, in their professional opinion, Respondent becomes unable to practice psychotherapy safely and ... competently. The final report shall also contain a recommendation as to whether the

GENERAL PROVISIONS

Respondent should be released from this Consent Agreement.

Provision of Clinical Supervision

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

Civil Penalty

- 25. Subject to the provisions set forth in paragraph 26, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 26. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 8, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.

27.

review.

- 25 || .

that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board

Within 10 days of being notified of the lifting of the stay, Respondent may request

- meeting, the request will not be heard at that meeting, but will be heard at the next regularly
- scheduled Board meeting. The Board's decision on this matter shall not be subject to further
- 28. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 29. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 30 through 32 below.
- 30. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

9

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

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

. . .

23

24

- 33. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 34. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.
- 35. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- 36. Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
 - 37. This Consent Agreement shall be effective on the date of entry below.
- 38. This Consent Agreement is conclusive evidence of the matters described herein and may be considered by the Board in determining appropriate sanctions in the event a subsequent violation occurs.

1	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT				
2	Lindsey Jones (Jul 1, 2021 13:10 PDT)	Jul 1, 2021			
3	Lindsey R. Jones	Date			
4	BOARD ACCEPTS, SIGNS AND DATES TO	HIS CONSENT AGREEMENT			
5	By: Mi Zarola	Jul 1, 2021			
6 7	TOBI ZAVALA, Executive Director Arizona Board of Behavioral Health Examiners	Date			
8 9	ORIGINAL of the foregoing filed with: Jul 1, 2021				
10 11	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600 Phoenix, AZ 85007				
12 13	EXECUTED COPY of the foregoing sent electronically Jul 1, 2021 to:				
14 15	Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004				
16	Lindsey R. Jones Address of Record Respondent				
18	Flynn P. Carey One Renaissance Square 2 North Central Avenue, Suite 1450 Phoenix, AZ 85004 Attorney for Respondent				
20 21					
22					
23					