

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

2 **In the Matter of:**

3 **Darsi J. Axford, LPC-10757,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0129**

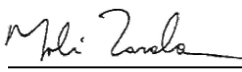
**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated October 27<sup>th</sup>, 2021. After consideration,  
9 the Board voted to release Respondent from the terms and conditions of the Consent  
10 Agreement and Order dated October 27<sup>th</sup>, 2021.

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 October 27<sup>th</sup>, 2021.

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

**Dec 12, 2022**  
Date

17  
18 **ORIGINAL** of the foregoing filed **Dec 12, 2022**  
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 12, 2022**  
to:

23 Darsi J. Axford  
24 Address of Record  
Respondent

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

3 **In the Matter of:**

4 **Darsi J. Axford, LPC-10757,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7                                   **RESPONDENT**

**CASE NO. 2021-0129**  
**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), Darsi J. Axford (“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. LPC-10757 for the practice of  
15 counseling in the state of Arizona.

16 2. From 01/08/21 – 02/05/21, Respondent provided two (2) family behavioral health  
17 sessions to and minor female client (“Client”) and her father (“Father”).

18 3. Client’s stepmother (“Stepmother”) had been Respondent’s client for  
19 approximately three (3) years when she asked Respondent to see Client and Father for  
20 communication issues.

21 4. When beginning services with Client and Father, Respondent represents she  
22 provided individual counseling to Father and family counseling to Client and Father.

23 5. Although Respondent maintained separate clinical records for the individual and  
24 family services, the consents for treatment did not indicate whether the services were individual  
25 or family.

1           6.       Accordingly, the lack of specificity in the clinical documentation did not clarify the  
2 nature of the relationship Respondent had with each family member.

3           7.       Respondent represented the following to Board staff:

4           a.       Respondent might have met Father once before when he came in for a  
5 couple's session with Stepmother.

6           b.       For years, Respondent has heard about the "crap" that has come from  
7 Mother.

8           c.       Respondent heard a lot about Client's mother ("Mother") and Father's  
9 conflicts with their children and parental interference issues.

10          d.       Respondent had seen emails and texts from Mother that were caustic,  
11 vindictive and vengeful.

12          e.       "And [Mother], in my opinion, from everything I've heard, is extremely  
13 manipulative."

14          f.       Respondent acknowledged that she probably was biased against Mother.

15          8.       Despite having provided services to Stepmother for years, being keenly aware of  
16 the intense family dynamics, as well as being aware of her own admitted bias towards Mother,  
17 Respondent chose to initiate behavioral health services with Client and Father.

18          9.       Respondent indicated to Board staff that she does not think the bias she may  
19 have against Mother had any influence on the services she provided despite sending the  
20 following email:

21          a.       "And its clearly making her crazy that I haven't responded...I will NOT be  
22 responding...she knows damn good and well that I can't respond without  
23 a consent form signed...she is so manipulative. Ugh. If she continues to  
24 email me, I may block her email address."

25 ...

1           b.     **NOTE:** Respondent intended to send this email to Father, but  
2                     inadvertently sent it to Mother.

3           10.    Despite being independently licensed for nearly two decades, Respondent  
4     agreed to perform potentially conflicting roles by providing behavioral health services to Client  
5     and Father.

6           11.    Additionally, despite being aware that Father and Mother were divorced,  
7     Respondent did not request to see documentation of the divorce decree or custody agreement  
8     and stated the following to Board staff:

9           a.     “I didn’t even know I was supposed to.”

10          b.     “Do Marriage and Family Therapists typically go, ‘I need to see the  
11                     custody agreement?’”

12          c.     When asked if she has experience working with minor clients involved in  
13                     high conflict family cases, Respondent stated, “I normally don’t get into  
14                     any of that stuff.”

15          12.    Despite Respondent’s lack of experience with high conflict family cases, she did  
16     not consult with, or staff Client’s case with other behavioral health professionals.

17          13.    By providing services to Client and Father without the requisite experience or  
18     appropriate consultation, Respondent exceeded the scope of her therapeutic competence.

19          14.    During the course of her treatment with Respondent, Client was a minor, and  
20     Mother was joint legal guardian with Father.

21          15.    On 02/20/21, Mother sent Respondent an email requesting Clients records.

22          16.    Despite A.R.S. § 12-2293 requiring a licensee to release records to a patient or  
23     the patient’s health care decision maker upon their written request, Respondent failed to provide  
24     Mother with Client’s records.

25          17.    Respondent represented the following to Board staff:

1 a. Respondent did not provide the records to Mother because she did not  
2 have a signed consent from Father to release Client's records.

3 b. Father's records were part of the clinical records and it did not seem right  
4 to Respondent for Mother to be able to see that.

5 18. While A.R.S. § 12-2293 authorizes a health care provider to deny a request for  
6 records that is reasonably likely to cause substantial harm to a client, the health care provider  
7 must note this determination in the client's record and provide to the client or the client's health  
8 care decision maker a written explanation of the reason for the denial of access.

9 19. There was not a reasonable basis for Respondent to deny Mother's request.

10 20. Respondent's clinical record for Client and Father contained the following  
11 documentation deficiencies:

12 a. The consents for treatment for Father and Client were missing one  
13 required element.

14 b. The treatment plan was missing two required elements.

15 c. The progress notes were missing one required element.

16 21. After receiving this Board complaint, Respondent submitted updated documents  
17 that appear to meet minimum Board requirements.

18 **CONCLUSIONS OF LAW**

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

22 2. The conduct and circumstances described in the Findings of Fact constitute a  
23 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities  
24 that are not congruent with the licensee's professional education, training or experience.

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

5                   **A.6.b. Multiple Clients:**

6                   When a counselor agrees to provide counseling services to two or more  
7 persons who have a relationship, the counselor clarifies at the outset which  
8 person or persons are clients and the nature of the relationships the counselor  
9 will have with each involved person. If it becomes apparent that the counselor  
10 may be called upon to perform potentially conflicting roles, the counselor will  
11 clarify, adjust, or withdraw from roles appropriately.

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

- 15                   a. A.A.C. R4-6-1101, Consent for Treatment
- 16                   b. A.A.C. R4-6-1102, Treatment Plan
- 17                   c. A.A.C. R4-6-1103, Client Record

18           5.       The conduct and circumstances described in the Findings of Fact constitute a  
19 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession  
20 promptly available to the client, a minor client's parent, the client's legal guardian or the client's  
21 authorized representative on receipt of proper authorization to do so from the client, a minor  
22 client's parent, the client's legal guardian or the client's authorized representative.

23                   **ORDER**

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



1           1.       Respondent's license, LPC-10757, will be placed on probation for 12 months,  
2 effective from the date of entry as signed below.

3           2.       Respondent shall not practice under their license, LPC-10757, unless they are  
4 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
5 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
6 shall immediately notify the Board in writing and shall not practice under their license until they  
7 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
8 All such requests shall be pre-approved by the Board Chair or designee.

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

13   **Practice Restriction**

14           4.       While on probation, Respondent will not accept new clients that are children or  
15 couples.

16   **Continuing Education**

17           5.       In addition to the continuing education requirements of A.R.S. § 32-3273, within  
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
19 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
20 addressing current behavioral health documentation standards in Arizona. All required  
21 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
22 Respondent shall submit a certificate of completion of the required continuing education.

23           6.       In addition to the continuing education requirements of A.R.S. § 32-3273, within  
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
25 hours of continuing education addressing treating children. All required continuing education

1 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall  
2 submit a certificate of completion of the required continuing education.

3 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
4 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
5 hours of continuing education addressing boundaries and conflicts of interest. 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 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
9 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a  
10 three semester credit hour graduate level behavioral health ethics course addressing marriage  
11 and family therapy from a regionally accredited college or university, pre-approved by the Board  
12 Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript  
13 establishing completion of the required course.

14 **Clinical Supervision**

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

25 ...

1 **Focus and Frequency of Clinical Supervision**

2 10. The focus of the supervision shall relate to conflicts of interest, boundaries,  
3 documentation and family relationships for couples clients currently receiving treatment.  
4 Respondent shall meet individually in person with the supervisor for a minimum of two hours per  
5 month if working fulltime. If Respondent is not seeing couples as clients, quarterly verification  
6 from the supervisor is needed to confirm that couples are not being seen.

7 **Reports**

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

- 12 a. Dates of each clinical supervision session.
- 13 b. A comprehensive description of issues discussed during supervision  
14 sessions.

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

18 13. After Respondent's probationary period, the supervisor shall submit a final  
19 summary report for review and approval by the Board Chair or designee. The final report shall  
20 also contain a recommendation as to whether the Respondent should be released from this  
21 Consent Agreement.

22 **Change of Clinical Supervisor During Probation**

23 14. If, during the period of Respondent's probation, the clinical supervisor determines  
24 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
25 the end of supervision and provide the Board with an interim final report. Respondent shall

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 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 15. Respondent shall not provide clinical supervision while subject to this Consent  
8 Agreement.

9 **Civil Penalty**

10 16. Subject to the provisions set forth in paragraph 16, the Board imposes a civil  
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

1           19. The Board reserves the right to take further disciplinary action against  
2 Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
3 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
4 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
5 and the period of probation shall be extended until the matter is final.

6           20. If Respondent currently sees clients in their own private practice, and obtains any  
7 other type of behavioral health position, either as an employee or independent contractor, where  
8 they provide behavioral health services to clients of another individual or agency, they shall  
9 comply with requirements set forth in paragraphs 21 through 23 below.

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

18          22. If Respondent is not employed as of the effective date of this Order, within 10  
19 days of accepting employment in a position where Respondent provides any type of behavioral  
20 health 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 with a written  
22 statement providing the contact information of their new employer and a signed statement from  
23 Respondent's new employer confirming Respondent provided the employer with a copy of this  
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board  
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's  
2 employer(s) with a copy of the Consent Agreement.

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

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

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

1 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
2 that they have addressed the issues contained in this Consent Agreement. In the event that the  
3 Board determines that any or all terms and conditions of this Consent Agreement have not been  
4 met, the Board may conduct such further proceedings as it determines are appropriate to  
5 address those matters.

6 26. Respondent shall bear all costs relating to probation terms required in this  
7 Consent Agreement.

8 27. Respondent shall be responsible for ensuring that all documentation required in  
9 this Consent Agreement is provided to the Board in a timely manner.

10 28. This Consent Agreement shall be effective on the date of entry below.

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

14  
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

16 *Darsi Axford*  
17 Darsi Axford (Oct 27, 2021 08:12 PDT)  
Darsi J. Axford

Oct 27, 2021  
Date

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

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

Oct 27, 2021  
Date

22 **ORIGINAL** of the foregoing filed Oct 27, 2021  
23 with:

24 Arizona Board of Behavioral Health Examiners  
25 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

Oct 27, 2021

1 **EXECUTED COPY** of the foregoing sent electronically  
to:

2  
3 Mona Baskin  
4 Assistant Attorney General  
5 2005 North Central Avenue  
6 Phoenix, AZ 85004

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Darsi J. Axford  
Address of Record  
Respondent