

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

2 **In the Matter of:**

3 **Melody R. Day, LAC-17702,**  
4 **Licensed Associate Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0148**

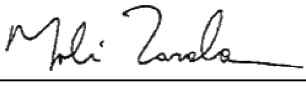
**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated July 21<sup>st</sup>, 2021. After consideration, the  
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement  
10 and Order dated July 21<sup>st</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 July 21<sup>st</sup>, 2021.

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

Oct 17, 2022  
Date

17  
18 **ORIGINAL** of the foregoing filed Oct 17, 2022  
19 with:

20 Arizona Board of Behavioral Health Examiners  
21 1740 West Adams Street, Suite 3600  
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Oct 17, 2022  
24 to:

25 Melody R. Day  
Address of Record  
Respondent



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. LAC-17702 for the practice of  
15 counseling in the State of Arizona.

16 2. From 09/18 – 05/21, Respondent's clinical supervisor ("Supervisor") provided a  
17 total of 76 clinical supervision sessions to Respondent.

18 3. Respondent acknowledges developing a contemporaneous personal friendship  
19 with Supervisor while receiving clinical supervision from Supervisor.

20 4. Respondent represented the following regarding her personal friendship with  
21 Supervisor:

22 a. The relationship transpired into a friendship within the first year of working at  
23 Agency.

24 b. Their personal relationship has never impacted clients, client care, or their  
25 clinical supervision.

1 c. Respondent's relationship with Supervisor does not cause any sort of blurred  
2 boundaries at work.

3 d. When their friendship developed they did have conversations around  
4 maintaining boundaries between their work life and personal friendship, and  
5 would staff any issues or concerns that may come up.

6 5. Despite Respondent representing that she and Supervisor had conversations on  
7 how to remain objective once the friendship formed, there are no clinical supervision notes  
8 documenting Respondent and Supervisor's personal relationship and establishing boundaries.

9 6. Respondent and Supervisor engaged in a simultaneous professional and  
10 personal relationship, which created a potential limitation for an objective professional  
11 assessment of Respondent.

#### 12 **CONCLUSIONS OF LAW**

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

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

#### 20 **F.3.a. Extending Conventional Supervisory Relationships:**

21 Counseling supervisors clearly define and maintain ethical  
22 professional, personal, and social relationships with their supervisees.

23 Supervisors consider the risks and benefits of extending current  
24 supervisory relationships in any form beyond conventional  
25 parameters. In extending these boundaries, supervisors take

1 appropriate professional precautions to ensure that judgment is not  
2 impaired and that no harm occurs.

3 **F.3.d. Friends or Family Members:**

4 Supervisors are prohibited from engaging in supervisory relationships  
5 with individuals with whom they have an inability to remain objective.

6 **ORDER**

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

9 1. Respondent's license, LAC-17702, will be placed on probation for 12 months,  
10 effective from the date of entry as signed below.

11 2. Respondent shall not practice under their license, LAC-17702, unless they are  
12 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
13 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
14 shall immediately notify the Board in writing and shall not practice under their license until they  
15 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
16 All such requests shall be pre-approved by the Board Chair or designee.

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

21 **Continuing Education**

22 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
24 hours each of continuing education in dual relationships and boundaries. All required continuing

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

3 5. 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 take and pass a  
5 three semester credit hour graduate level behavioral health ethics course from a regionally  
6 accredited college or university, pre-approved by the Board Chair or designee. Upon  
7 completion, Respondent shall submit to the Board an official transcript establishing completion  
8 of the required course.

9 **Clinical Supervision**

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

20 **Focus and Frequency of Clinical Supervision**

21 7. The focus of the supervision shall relate to the ACA Code of Ethics, dual  
22 relationships, Board statutes and rules, boundaries, and documentation. Respondent shall meet  
23 individually in person with the supervisor for a minimum of one hour weekly if working fulltime.

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1 **Reports**

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

- 6 a. Dates of each clinical supervision session.  
7 b. A comprehensive description of issues discussed during supervision  
8 sessions.

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

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

16 **Change of Clinical Supervisor During Probation**

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

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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

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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.

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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 Melody R. Day  
15 Melody R. Day (Jul 21, 2021 13:18 PDT)

Melody R. Day

Jul 21, 2021

Date

16  
17 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 By: Meli Zavala

19 TOBI ZAVALA, Executive Director  
20 Arizona Board of Behavioral Health Examiners

Jul 21, 2021

Date

21 **ORIGINAL** of the foregoing filed Jul 21, 2021  
22 with:

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

**EXECUTED COPY** of the foregoing sent electronically Jul 21, 2021  
to:

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

5 Melody R. Day  
6 Address of Record  
7 Respondent

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