

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

3 **In the Matter of:**

4 **Christina P. Aguilar, LPC-17472,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NOS. 2019-0114**  
**2021-0156**

**MODIFIED 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), Christina P. Aguilar ("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-17472 for the practice of  
15 counseling in the State of Arizona.

16 **Case No. 2019-0114**

17 2. From 01/16 – 11/18, Respondent was employed at a behavioral health agency  
18 (“Agency”) as a therapist.

19 3. While at Agency, Respondent signed the acceptance of Agency’s expectations  
20 and policies, which included the following:

21 a. Agency has a zero-tolerance policy in regards to inappropriate relationships  
22 between employees and patients.

23 b. Patient refers to any client who has received treatment at Agency at any time  
24 within the past two years.

25 ...

- 1 c. During employment with Agency and for a period of two years thereafter,  
2 employees will not interfere with any relationship between Agency and any of  
3 its past or present clients.
- 4 d. Employees will not engage in any relationship of any nature whatsoever with  
5 any clients that employees became introduced as a result of employment with  
6 Agency that is in any way adverse to the financial or operational interests of  
7 Agency.
- 8 e. Staff will not enter into a financial relationship with residents for the purpose  
9 of monetary or personal gain, which includes financial employment.
- 10 f. Boundary violations that are harmful to residents include the acceptance of a  
11 business transaction.

12 4. Between 01/18 – 02/18 and again from 07/18 – 12/18, an adult female client  
13 (“Client”) received residential treatment services at Agency.

14 5. Respondent acknowledges that she was Client’s primary therapist during both  
15 stays of residential treatment.

16 6. According to Client’s treatment records, Client was diagnosed with PTSD,  
17 Generalized Anxiety Disorder, Binge Eating Disorder, and Unspecified turbulent, dependent and  
18 avoidant personality traits.

19 7. Client’s records also include issues such as thoughts of self-harm, trauma, the  
20 inability to care for self, hopelessness, dependence, and poor boundaries.

21 8. On 08/09/18, while Client was still in treatment, Respondent went out on  
22 authorized leave.

23 9. In 10/18, while Respondent was still on protected leave from Agency,  
24 Respondent entered into a financial relationship with Client without the knowledge, consent or  
25 approval of her employer, and while Client was still receiving residential services from Agency.

1           10. Respondent's decision to enter into a financial relationship with Client was in  
2 direct contradiction to the many policies that Agency had in place for such an issue.

3           11. According to Respondent, sometime around 10/18, an Agency coworker  
4 ("Coworker") contacted Respondent while she was on authorized leave and coordinated a  
5 conference call between Respondent and Client.

6           12. Thereafter, Respondent and Client entered a financial relationship with each  
7 other.

8           13. Respondent's cellphone records demonstrate that from 10/15/18 – 12/10/18,  
9 while Client was receiving residential services at Agency, Respondent and Client exchanged  
10 129 phone calls.

11           14. Also, while Client was receiving residential services from Agency, Respondent  
12 collected two payments from Client totaling \$2,100.00.

13           15. Upon Client's discharge to her home state of Florida, and still unbeknownst to  
14 Agency, Respondent continued her financial relationship with Client.

15           16. From 12/11/18 – 03/18/19, Respondent and Client exchanged 388 phone calls.

16           17. Client's continued payments to Respondent were as follows:

17               a. 12/31/18: \$3,031.00

18               b. 01/21/19: \$6,800.00

19               c. 02/13/19: \$6,800.00

20               d. 03/20/19: \$850.00

21           18. In total, Respondent received \$19,581.00 from Client.

22           19. When entering this business relationship with Client, it was apparent that  
23 Respondent failed to clarify her role and the nature of services.

24           20. Respondent maintains that she did not provide therapeutic services to Client, but  
25 rather, she provided care coordination services.

1           21.    Although there are no therapeutic records in this matter:

2           a.    According to Client's psychologist in Florida, Client referred to Respondent as  
3           her therapist.

4           b.    There are multiple text messages between Respondent and Client where  
5           they specifically discuss therapy and payment for therapy.

6           c.    For example:

7           •    12/14/18: Client texts Respondent asking her to tell Client's mother to pay  
8           for all the therapy.

9           •    12/22/18: Respondent texts Client asking her to send \$1600 for the past  
10          two weeks of therapy.

11          •    01/16/19: Respondent texts Client that they will start at 10:30 and sends a  
12          link to an EMDR app.

13          d.    At the onset of their relationship, Respondent acknowledges that she did not  
14          document the role change or provide Client with any documentation  
15          regarding their agreed upon services.

16          e.    Rather, at the request of Client's financial advisor and attorney, Respondent  
17          drafted a services contract months after serves had begun.

18          f.    Still, the financial agreement listed Respondent's title as "Trauma Therapist."

19          22.    Also, Respondent and Client's communications included inappropriate  
20          interactions between a therapist and former client, such as comments of "*I love you.*"

21          23.    Beyond their inappropriate interactions, Respondent acknowledges planning a  
22          trip to visit Client in Florida, although she ultimately did not.

23          24.    As a self-corrective measure, Respondent completed 36 hours of continuing  
24          education relating to boundaries and ethics.

25          ...

**Case No. 2021-0156**

25. Per the 06/20 Consent Agreement Case No. 2019-0114, Respondent's LPC license would be suspended for 12 months and Licensee would be required to attend therapy twice monthly for 12 months.

26. Respondent's therapist ("Therapist") was required to submit quarterly reports to the Board and within the 04/21 quarterly report, Therapist reported that Respondent admitted to substance use for the past couple months.

27. Following conversations with Board staff, Respondent agreed to sign a proposed Interim Consent Agreement suspending her license until such time as she came back to the Board and established that she was safe and competent to practice psychotherapy.

28. On 05/17/21, the Board accepted the proposed signed Interim Consent Agreement to suspend Respondent's license.

29. Since being placed on the initial Consent Agreement and Interim Consent Agreement with the Board, Respondent has engaged in several forms of treatment to help with her sobriety and mental health.

30. From 03/16/21 – present, Respondent has participated in inpatient treatment, a partial hospitalization program, and intensive outpatient services.

31. Respondent has developed a relapse prevention plan, obtained an accountability partner, and received positive feedback from her physician.

32. On 09/20/21, Respondent completed a 10-panel hair follicle test which produced negative results for illicit substances.

33. In 09/21, Respondent completed a graduate level course in behavioral health ethics.

...

...

1           34.     Since 03/21, it appears Respondent has become more transparent with her  
2 treatment providers, and according to various records, is motivated and compliant with  
3 treatment.

4           35.     Since beginning treatment, Respondent has submitted to various drug screens  
5 that all came back with negative results for substances and has maintained sobriety.

6           36.     In 03/22, Respondent and her attorney contacted the Board offering to allow  
7 Respondent's license to expire and not renew for a period of time.

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)(x), exploiting a client, former client or supervisee. For the  
14 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship  
15 with a client, former client or supervisee for the benefit or profit of the licensee.

16           3.     The conduct and circumstances described in the Findings of Fact constitute a  
17 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs  
18 the ability of the licensee to safely and competently practice the licensee's profession.

19           4.     The conduct and circumstances described in the Findings of Fact constitute a  
20 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
21 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
22 to the health, welfare or safety of a client as it relates to the following sections of ACA Code of  
23 Ethics:  
24 ...  
25 ...



1                   **D.1.g, Employer Policies**

2                   The acceptance of employment in an agency or institution implies that  
3                   counselors are in agreement with its general policies and principles. Counselors  
4                   strive to reach agreement with employers regarding acceptable standards of  
5                   client care and professional conduct that allow for changes in institutional policy  
6                   conducive to the growth and development of clients.

7                   **C.3.d, Recruiting Through Employment**

8                   Counselors do not use their places of employment or institutional affiliation to  
9                   recruit clients, supervisors, or consultees for their private practices.

10                  **A.6.d, Recruiting Through Employment**

11                  When counselors change a role from the original or most recent contracted  
12                  relationship, they obtain informed consent from the client and explain the client's  
13                  right to refuse services related to the change.

14                                   **ORDER NOT TO RENEW**

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

- 17                  1.        As of the effective date of the Consent Agreement, Respondent shall not practice  
18                  under their license.
- 19                  2.        Respondent's license, LPC-17472, shall by rule, expire on 07/31/22.
- 20                  3.        Respondent agrees not to renew their license.
- 21                  4.        Respondent agrees not to submit any type of new license application to the  
22                  Board for a minimum of three (3) years.
- 23                  5.        This Consent Agreement is conclusive evidence of the matters described herein  
24                  and may be considered by the Board in determining appropriate sanctions in the event a  
25                  subsequent violation occurs.

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

2     Christina Aguilar

Christina Aguilar (Mar 8, 2022 12:46 MST)

3     Christina P. Aguilar

Mar 8, 2022

Date

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

5     By:

Mpli Zavala

6     TOBI ZAVALA, Executive Director  
7     Arizona Board of Behavioral Health Examiners

Mar 14, 2022

Date

8     **ORIGINAL** of the foregoing filed  
9     with:

Mar 14, 2022

10    Arizona Board of Behavioral Health Examiners  
11    1740 West Adams Street, Suite 3600  
12    Phoenix, AZ 85007

13    **EXECUTED COPY** of the foregoing sent electronically  
14    to:

Mar 14, 2022

15    Mona Baskin  
16    Assistant Attorney General  
17    2005 North Central Avenue  
18    Phoenix, AZ 85004

19    Christina P. Aguilar  
20    Address of Record  
21    Respondent

22    Flynn P. Carey  
23    One Renaissance Square  
24    2 N Central Ave Suite 1450  
25    Phoenix AZ 85004  
26    Attorney for Respondent

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

3 **In the Matter of:**

4 **Christina P. Aguilar, LPC-17472,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

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13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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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  
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8 disciplinary action pursuant to A.R.S. § 32-3281.

9 10. The Board therefore retains jurisdiction over Respondent and may initiate  
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12 The Board issues the following Findings of Fact, Conclusions of Law and Order:

13 **FINDINGS OF FACT**

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15 counseling in the State of Arizona.

16 **Case No. 2019-0114**

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3 its past or present clients.
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23 Respondent failed to clarify her role and the nature of services.

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25 rather, she provided care coordination services.

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2           a.    According to Client's psychologist in Florida, Client referred to Respondent as  
3           her therapist.

4           b.    There are multiple text messages between Respondent and Client where  
5           they specifically discuss therapy and payment for therapy.

6           c.    For example:

7           •    12/14/18: Client texts Respondent asking her to tell Client's mother to pay  
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12          link to an EMDR app.

13          d.    At the onset of their relationship, Respondent acknowledges that she did not  
14          document the role change or provide Client with any documentation  
15          regarding their agreed upon services.

16          e.    Rather, at the request of Client's financial advisor and attorney, Respondent  
17          drafted a services contract months after serves had begun.

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**Case No. 2021-0156**

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2           25.    Per the 06/20 Consent Agreement Case No. 2019-0114, Respondent's LPC  
3 license would be suspended for 12 months and Licensee would be required to attend therapy  
4 twice monthly for 12 months.

5           26.    Respondent's therapist ("Therapist") was required to submit quarterly reports to  
6 the Board and within the 04/21 quarterly report, Therapist reported that Respondent admitted to  
7 substance use for the past couple months.

8           27.    Following conversations with Board staff, Respondent agreed to sign a proposed  
9 Interim Consent Agreement suspending her license until such time as she came back to the  
10 Board and established that she was safe and competent to practice psychotherapy.

11          28.    On 05/17/21, the Board accepted the proposed signed Interim Consent  
12 Agreement to suspend Respondent's license.

13          29.    Since being placed on the initial Consent Agreement and Interim Consent  
14 Agreement with the Board, Respondent has engaged in several forms of treatment to help with  
15 her sobriety and mental health.

16          30.    From 03/16/21 – present, Respondent has participated in inpatient treatment, a  
17 partial hospitalization program, and intensive outpatient services.

18          31.    Respondent has developed a relapse prevention plan, obtained an accountability  
19 partner, and received positive feedback from her physician.

20          32.    On 09/20/21, Respondent completed a 10-panel hair follicle test which produced  
21 negative results for illicit substances.

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2 treatment providers, and according to various records, is motivated and compliant with  
3 treatment.

4           35.     Since beginning treatment, Respondent has submitted to various drug screens  
5 that all came back with negative results for substances and has maintained sobriety.

6                               **CONCLUSIONS OF LAW**

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

10          2.     The conduct and circumstances described in the Findings of Fact constitute a  
11 violation of A.R.S. § 32-3251(16)(x), exploiting a client, former client or supervisee. For the  
12 purposes of this subdivision, "exploiting" means taking advantage of a professional relationship  
13 with a client, former client or supervisee for the benefit or profit of the licensee.

14          3.     The conduct and circumstances described in the Findings of Fact constitute a  
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16 the ability of the licensee to safely and competently practice the licensee’s profession.

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

22                       **D.1.g, Employer Policies**

23           The acceptance of employment in an agency or institution implies that  
24 counselors are in agreement with its general policies and principles. Counselors  
25 strive to reach agreement with employers regarding acceptable standards of

1 client care and professional conduct that allow for changes in institutional policy  
2 conducive to the growth and development of clients.

3 **C.3.d, Recruiting Through Employment**

4 Counselors do not use their places of employment or institutional affiliation to  
5 recruit clients, supervisors, or consultees for their private practices.

6 **A.6.d, Recruiting Through Employment**

7 When counselors change a role from the original or most recent contracted  
8 relationship, they obtain informed consent from the client and explain the client's  
9 right to refuse services related to the change.

10 **ORDER**

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

13 **Stayed Suspension**

14 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-  
15 17472, shall be **SUSPENDED**. However, the suspension shall be stayed and Respondent's  
16 license shall be placed on probation.

17 2. During the stayed suspension portion of the Order, if Respondent is  
18 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted  
19 and Respondent's license shall be automatically suspended as set forth above.

20 3. If Respondent contests the lifting of the stay as it relates to this paragraph,  
21 Respondent shall request in writing, within 10 days of being notified of the automatic  
22 suspension of licensure, that the matter be placed on the Board agenda for the Board to review  
23 and determine if the automatic suspension of Respondent's license was supported by clear and  
24 convincing evidence.

25 ...

1 4. If the written request is received within 10 days of a regularly scheduled Board  
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
3 scheduled Board meeting.

4 5. Pending the Board's review, Respondent's license shall be reported as  
5 suspended - under review. Respondent may not work in any capacity as a licensed behavioral  
6 health professional pending the Board's review. The Board's decision and Order shall not be  
7 subject to further review.

8 6. Respondent's license, LPC-17472, will be placed on probation for 24 months,  
9 effective from the date of entry as signed below.

10 7. Respondent shall not practice under their license, LPC-17472, unless they are  
11 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
12 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
13 shall immediately notify the Board in writing and shall not practice under their license until they  
14 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
15 All such requests shall be pre-approved by the Board Chair or designee.

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

20 **Practice Restriction**

21 9. During the period of probation, Respondent shall work at the agency accepted by the  
22 Board Members during the November 5, 2021 Board meeting. If Respondent discontinues  
23 employment at the Board approved agency and obtains new employment where she engages in  
24 the practice of behavioral health, Respondent shall do so only while working at a behavioral  
25 health agency licensed by the state of Arizona.

1 **Continuing Education**

2 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
4 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
5 addressing current behavioral health documentation standards in Arizona. 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 **Clinical Supervision**

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

19 **Focus and Frequency of Clinical Supervision**

20 12. The focus of the supervision shall relate to behavioral health ethics, integrity,  
21 documentation and Board statutes and regulations. Respondent shall meet individually in  
22 person with the supervisor for a minimum of one hour weekly if working fulltime.

23 **Reports**

24 13. Once approved, the supervisor shall submit quarterly reports for review and  
25 approval by the Board Chair or designee. The quarterly reports shall include issues presented in

1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision  
5 sessions.

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

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

#### 13 **Change of Clinical Supervisor During Probation**

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

#### 21 **Therapy**

22 17. During the period of probation, Respondent shall continue her treatment with her  
23 current provider for 24 months. If Respondent discontinues treatment with her current provider,  
24 she must continue therapy at the same frequency with a masters or higher level behavioral  
25 health professional licensed as a Licensed Independent Substance Abuse Counselor in the

1 State of Arizona. Within 30 days of the date of this Consent Agreement, Respondent shall  
2 submit the name of their therapist and the therapist's curriculum vitae for pre-approval by the  
3 Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the  
4 therapist shall submit a letter addressing why they should be approved, acknowledging that they  
5 have reviewed the Consent Agreement and include the results of an initial assessment and a  
6 treatment plan regarding the proposed treatment of Respondent.

7 18. Upon approval, the Board will provide the therapist with copies of any required  
8 evaluations completed at the request of the Board prior to this Consent Agreement and the  
9 Board's investigative report.

10 **Focus and Frequency of Therapy**

11 19. The focus of the therapy shall relate to substance use and sobriety. Respondent  
12 shall meet in person with her current provider or the therapist weekly for the first 3 months, then  
13 twice monthly for 9 months, then at the provider or therapist's recommendation for the final 12  
14 months.

15 **Reports**

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

24 ...

25 ...

1 **Change of Therapist or Provider**

2 21. In the event that, during the period of Respondent's probation, Respondent's  
3 Board-approved therapist or provider discontinues treatment, Respondent shall submit the  
4 name of a new therapist or provider and the therapist's or provider's curriculum vitae for pre-  
5 approval by the Board Chair or designee within 30 days of the discontinued treatment. Also,  
6 within 30 days of the date of the discontinued treatment, the proposed therapist or provider shall  
7 submit a letter addressing why they should be approved, acknowledging that they have  
8 reviewed the Consent Agreement, and include the results of an initial assessment and a  
9 treatment plan regarding the proposed treatment of Respondent.

10 **Recovery Program**

11 22. While on probation, Respondent shall attend recovery support meetings at a  
12 minimum of 2 times per week. Within 30 days of the effective date of this Consent Agreement,  
13 Respondent shall obtain a sponsor, mentor, or group leader and that individual shall provide  
14 quarterly reports to the Board Chair or designee attesting to Respondent's attendance and  
15 participation.

16 **Biological Fluid Testing**

17 23. Within 10 days of the effective date of this Order, Respondent shall enroll in a  
18 program that meets Board criteria for observed random biological fluid testing. The chemicals  
19 tested shall be determined by the Board Chair or designee. Random testing shall be done at a  
20 minimum twice monthly and may be required more frequently as requested by the Board or its  
21 designee. Respondent shall direct the Board-approved testing laboratory to provide a copy of  
22 each test result to the Board. Respondent shall direct the Board-approved testing laboratory to  
23 advise the Board or its designee within 7 days regarding any issue of noncompliance by  
24 Respondent. Respondent shall notify the biological fluid testing laboratory and the Board, in  
25 writing, of unavailability to test prior to an anticipated absence or if unable to provide a sample



1 due to illness. Respondent must submit in writing within 7 days of the missed specimen,  
2 documentation from a treating physician who has personally evaluated Respondent on the day  
3 of the requested screen that Respondent was not physically able to report to the laboratory for  
4 biological fluid testing.

5 ***Failure to show for a random biological fluid test or failure to provide a random***  
6 ***biological fluid sample on a day when a sample is requested by the Board, its designee***  
7 ***or the laboratory will be considered an admission of a positive urine screening.*** The  
8 following situations will also constitute ***an admission of a positive urine screen***: submission of  
9 a specimen where the integrity has been compromised as indicated by the presence of  
10 adulterants, with determination made by laboratory personnel; submission of a sample that is  
11 below acceptable volume or temperature to be tested; failure to provide written advance notice  
12 of anticipated absence; and failure to provide written verification of illness from a physician  
13 within 7 days of the missed specimen.

14 ***Failure to show for the random biological fluid test, failure to provide a random***  
15 ***biological fluid sample*** or a positive drug screen showing evidence of any drug other than an  
16 authorized medication ***will constitute a violation of this Order. A violation of this Order for***  
17 ***those reasons will be deemed to be a threat to the public's health, safety and welfare.***  
18 ***The Board may then summarily suspend Respondent's license and may impose***  
19 ***disciplinary action including but not limited to suspension or revocation of Respondent's***  
20 ***license, after notice and opportunity for a hearing. The issue at such hearing will be***  
21 ***limited to whether Respondent violated this Order by failing to show for a random***  
22 ***biological fluid test, failing to provide a random biological fluid sample or for having***  
23 ***tested positive for any drug other than an authorized medication.***

24 24. Respondent shall abstain completely from the personal use of the following  
25 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,

1 and herbal or health preparations containing derivatives of controlled substances. Respondent  
2 is fully responsible for any and all ingested materials and their contents.

3 25. Respondent shall abstain completely from the personal use of alcohol or  
4 controlled substances or possession of controlled substances, as defined in the State Controlled  
5 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a  
6 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter  
7 medications except plain aspirin, acetaminophen, or ibuprofen.

8 26. Orders prohibiting Respondent from personal use or possession of controlled  
9 substances, dangerous drugs, narcotics, or medications do not apply to medications lawfully  
10 prescribed to Respondent for a bona fide illness or condition by a medical care provider. During  
11 the duration of this Consent Agreement, Respondent shall select one (1) medical care provider  
12 to coordinate their health care needs and to be aware of all prescriptions utilized by  
13 Respondent. Respondent shall immediately submit to that provider a copy of this Consent  
14 Agreement and shall execute all release of information forms as required by the Board or its  
15 designee. The medical care provider shall, within 14 days of the effective date of this Consent  
16 Agreement, inform the Board, in writing, of knowledge of Respondent's Consent Agreement and  
17 provide a list of medications prescribed for Respondent. During the duration of this Consent  
18 Agreement, Respondent shall cause all providers to notify the Board of any additional  
19 medications ordered by the provider. The notification shall be made in writing within 7 days of  
20 the provider's issuance of the prescription.

21 27. If Respondent has a lawful prescription for a narcotic or mood-altering drug,  
22 Respondent shall cause their prescribing provider to submit monthly reports to the Board by the  
23 30<sup>th</sup> day of each month regarding the continued need for the prescribed narcotic or mood-  
24 altering medications. The Board or its designee may, at any time, request the provider to  
25 document the continued need for prescribed medications. Respondent shall keep a written

1 record of medications taken, including over the counter drugs, and produce such record upon  
2 request by the Board or its designee.

3 **GENERAL PROVISIONS**

4 **Provision of Clinical Supervision**

5 28. Respondent shall not provide clinical supervision while subject to this Consent  
6 Agreement.

7 **Civil Penalty**

8 29. Subject to the provisions set forth in paragraph 30, the Board imposes a civil  
9 penalty against the Respondent in the amount of \$1,000.00.

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

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

24 32. The Board reserves the right to take further disciplinary action against  
25 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

4 33. If Respondent currently sees clients in their own private practice, and obtains any  
5 other type of behavioral health position, either as an employee or independent contractor, where  
6 they provide behavioral health services to clients of another individual or agency, they shall  
7 comply with requirements set forth in paragraphs 34 through 36 below.

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

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

1           36. 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           37. 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           38. 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 39. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

6 40. 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 41. This Consent Agreement shall be effective on the date of entry below.

9 42. 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 *Christina P. Aguilar*  
Christina P. Aguilar (Nov 9, 2021 11:24 MST)

15 Christina P. Aguilar

Nov 9, 2021

Date

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

17 By: *Tobi Zavala*

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

Nov 9, 2021

Date

20 **ORIGINAL** of the foregoing filed Nov 9, 2021  
21 with:

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

24 ...

25 ...

Nov 9, 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

7 Christina P. Aguilar  
8 Address of Record  
9 Respondent

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

3 **In the Matter of:**

4 **Christina P. Aguilar, LPC-17472,**  
5 **Licensed Professional Counselor,**  
6 **in the State of Arizona.**

7                                   **Respondent**

**CASE NO. 2021 - 0156**

**INTERIM CONSENT AGREEMENT**

8                                   By mutual agreement and understanding, between the Arizona State Board of  
9 Behavioral Health Examiners ("Board") and Christina P. Aguilar ("Respondent"), the parties  
10 enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order  
11 ("Interim Consent Agreement") as an interim disposition of this matter.

12                                   **RECITALS**

13                                   Respondent understands and agrees that:

- 14                                   1.       The Board may adopt this Interim Consent Agreement, or any part thereof,  
15 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).
- 16                                   2.       Respondent has read and understands this Interim Consent Agreement as set  
17 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an  
18 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an  
19 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so  
20 agrees to abide by all of its terms and conditions.
- 21                                   3.       By entering into this Interim Consent Agreement, Respondent freely and  
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as  
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other  
24 administrative and/or judicial action, concerning the matters related to the Interim Consent  
25 Agreement.



1           4.     Respondent understands that this Interim Consent Agreement does not  
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending  
3 before the Board and does not constitute any waiver, express or implied, of the Board's  
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,  
5 or proceedings. Respondent also understands that acceptance of this Interim Consent  
6 Agreement does not preclude any other agency, subdivision, or officer of this State from  
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this  
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim  
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this  
10 agreement as an interim compromise of a pending matter. Respondent further does not  
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial  
12 review or any other administrative and/or judicial action, concerning the matters related to a  
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of  
14 this matter.

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

20           6.     Respondent understands that this Interim Consent Agreement shall not become  
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22           7.     Respondent understands and agrees that if the Board does not adopt this  
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's  
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or  
25 other similar defense.

1           8.     Respondent acknowledges and agrees that the acceptance of this Consent  
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
3 other proceedings as may be appropriate now or in the future. Furthermore, and  
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
5 preclude in any way any other state agency or officer or political subdivision of this state from  
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now  
7 or in the future relating to this matter or other matters concerning Respondent, including but not  
8 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other  
9 than with respect to the Board, this Consent Agreement makes no representations, implied or  
10 otherwise, about the views or intended actions of any other state agency or officer or political  
11 subdivision of the state relating to this matter or other matters concerning Respondent.

12           9.     Respondent understands that this Interim Consent Agreement is a public record  
13 that may be publicly disseminated as a formal action of the Board, and that it shall be reported  
14 as required by law to the National Practitioner Data Bank.

15           10.    Respondent understands that this Interim Consent Agreement does not alleviate  
16 their responsibility to comply with the applicable license-renewal statutes and rules. If this  
17 Interim Consent Agreement remains in effect at the time Respondent's behavioral health  
18 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain  
19 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and  
20 rule, Respondent's license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),  
21 become suspended until the Board takes final action in this matter. Once the Board takes final  
22 action, in order for Respondent to be licensed in the future, they must submit a new application  
23 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

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1           11. Respondent understands that any violation of this Interim Consent Agreement  
2 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,  
3 consent agreement, term of probation or stipulated agreement, and may result in disciplinary  
4 action under A.R.S. § 32-3281.

5 Respondent understands and agrees that:

6   **INTERIM FINDINGS OF FACT**

7           1. The Board is the duly constituted authority for licensing and regulating the  
8 practice of Counseling in the State of Arizona.

9           2. Respondent is the holder of License No. LPC-17472.

10          3. Respondent agrees to voluntarily enter into this interim consent agreement while  
11 she tends to her substance abuse recovery efforts.

12   **INTERIM CONCLUSIONS OF LAW**

13          1. The Board possesses subject matter and personal jurisdiction over Respondent  
14 pursuant to A.R.S. § 32-3251 *et seq.*

15          2. The Board is authorized to enter into an interim consent agreement with a  
16 Licensee Professional Counselor to limit or restrict the professional's practice in order to protect  
17 the public and ensure that the professional is able to safely engage in the practice of Counseling  
18 pursuant to A.R.S. § 32-3281.

19   **INTERIM ORDER**

20          Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to  
21 the authority granted to the Board under A.R.S. § 32-3281:

22          **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until  
23 such time as they submit a written request for the reinstatement of their license to the Board and  
24 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its  
25 discretion, require any combination of staff-approved physical, psychiatric, or psychological

1 examinations, or other types of examinations, evaluations or interviews it believes are  
2 necessary to assist the Board in determining whether Respondent is able to safely and  
3 competently return to the practice of Counseling. The Board's affirmative approval to permit  
4 Respondent to return to practicing under their license shall not preclude the Board from taking  
5 any other action it deems appropriate based upon the conduct set forth in the Interim Findings  
6 of Fact.


7 Respondent's agreement not to practice under License No. LPC-17472 will be  
8 considered an interim suspension of their license.

9  
10 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

11   
12 Christina P. Aguilar

4/23/21  
Date

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

14 By:   
15 TOBÍ ZAVALA, Executive Director  
16 Arizona Board of Behavioral Health Examiners

5-17-21  
Date

17 **ORIGINAL** of the foregoing filed 05/17/21  
18 with:

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

21 **EXECUTED COPY** of the foregoing sent electronically 05/17/21  
22 to:

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

25 ...

1 Christina P. Aguilar  
Address of Record  
2 Respondent

3 Flynn Carey  
Mitchell, Stein, Carey, Chapman, PC  
4 One Renaissance Square 2 Central Ave., Suite 1450  
Phoenix AZ 85004  
5 Attorney for Respondent

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