

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

2 **In the Matter of:**

3 **Julia L. Stan, LMSW-15335,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0010


**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 September 20th, 2023. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated September 20th, 2023.

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 and
14 Order dated September 20th, 2023.

15 By: 
Tobi Zavala (Nov 4, 2024 07:59 MST)
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Nov 4, 2024
Date

17
18 **ORIGINAL** of the foregoing filed Nov 4, 2024
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 Nov 4, 2024
to:

23 Julia. L. Stan
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Julia L. Stan, LMSW-15335,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0010
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), Julia L. Stan ("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. LMSW-15335 for the practice of social
15 work in Arizona.

16 2. In 09/20, Respondent submitted her LMSW renewal application and disclosed a
17 02/20 DUI arrest.

18 3. In response to Board staff's questions, Respondent disclosed the following:

19 a. Despite reporting she does not have a drinking problem, she has not been
20 honest with herself.

21 b. Respondent has struggled, she has not drunk in several months, and she has
22 been attending AA meetings.

23 4. In 07/21, due to Respondent's self disclosures, she agreed to sign an Interim
24 Consent Agreement ("ICA") so she could tend to her substance use.

25 5. In 07/22, Respondent requested to be released from her ICA.

1 6. Following the release request, a review of Respondent's treatment history
2 between 2017 – 2022 was completed.

3 7. In 2017, Respondent began receiving therapeutic services and addressing her
4 alcohol use that had been ongoing for almost a decade.

5 8. Between 11/19 – 11/21, Respondent received treatment due to her alcohol use
6 approximately six times following relapses.

7 9. In 02/22, Respondent began receiving therapeutic services and a diagnostic
8 assessment contained mention of "a few" relapses since 11/21.

9 10. In a 09/22 investigative interview with Board staff, Respondent represented the
10 following:

11 a. Respondent agrees alcohol may have impacted her personal life and missed
12 work at times due to her alcohol use.

13 b. Respondent does not feel alcohol impacted her work because when she was
14 at work, she was able to do her job without issues.

15 c. Respondent is unsure what her major triggers are since she has been doing
16 well.

17 d. Respondent told Board staff she had been sober since 11/21 because she
18 did not want to focus on her slip up from 02/22.

19 11. In 10/22, following a review of the collected information, the Board denied
20 Respondent's release request.

21 12. In 05/23, Respondent requested to be released from her ICA again.

22 13. An updated review of Respondent's treatment records showed her alcohol use
23 was in sustained remission, Respondent's medication was helping alleviate symptoms, her
24 anxiety was stable, and there was no sign of abuse or diversion of medications.

1 **Focus and Frequency of Therapy**

2 6. The focus of the therapy shall relate to the issues identified in the Board's
3 investigative report. Respondent shall meet with the therapist twice monthly for the first 6
4 months, and at the recommendation of the therapist for the last six months, but not less than
5 once monthly.

6 **Reports**

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

15 **Change of Therapist**

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

23 **Recovery Program**

24 9. While on probation, Respondent shall attend recovery support meetings at a
25 minimum of twice a month. Respondent shall obtain a sponsor, mentor, or group leader and that

1 individual shall provide quarterly reports to the Board Chair or designee attesting to
2 Respondent's attendance and participation.

3 10. While on probation, Respondent shall attend a minimum of 3 Mothers Against
4 Drunk Driving ("M.A.D.D.") meetings in person or an equivalent program. Respondent shall
5 provide a report to the Board Chair or designee substantiating his/her attendance at M.A.D.D.
6 meetings or equivalent program.

7 **GENERAL PROVISIONS**

8 **Provision of Clinical Supervision**

9 11. Respondent shall not provide clinical supervision to associate level licensees
10 accruing and submitting hours towards independent licensure while subject to this Consent
11 Agreement.

12 **Civil Penalty**

13 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil
14 penalty against the Respondent in the amount of \$1,000.00.

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

22 14. Within 10 days of being notified of the lifting of the stay, Respondent may request
23 that the matter be reviewed by the Board for the limited purpose of determining whether the
24 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
25 receives the written request within 10 days or less of the next regularly scheduled Board

1 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
2 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
3 review.

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

9 16. If Respondent currently sees clients in their own private practice, and obtains any
10 other type of behavioral health position, either as an employee or independent contractor, where
11 they provide behavioral health services to clients of another individual or agency, they shall
12 comply with requirements set forth in paragraphs 17 through 19 below.

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

21 18. If Respondent is not employed as of the effective date of this Order, within 10
22 days of accepting employment in a position where Respondent provides any type of behavioral
23 health related services or in a setting where any type of behavioral health, health care, or social
24 services are provided, Respondent shall provide the Board Chair or designee with a written
25 statement providing the contact information of their new employer and a signed statement from

1 Respondent's new employer confirming Respondent provided the employer with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days, as required, Respondent's failure to provide the required statement to the Board
4 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
5 employer(s) with a copy of the Consent Agreement.

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

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

23 21. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30
25 days prior to the date they would like to have this matter appear before the Board. Respondent

1 may appear before the Board, either in person or telephonically. Respondent must provide
2 evidence that they have successfully satisfied all terms and conditions in this Consent
3 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
4 this Consent Agreement have been met and whether Respondent has adequately demonstrated
5 that they have addressed the issues contained in this Consent Agreement. In the event that the
6 Board determines that any or all terms and conditions of this Consent Agreement have not been
7 met, the Board may conduct such further proceedings as it determines are appropriate to
8 address those matters.


9 22. Respondent shall bear all costs relating to probation terms required in this
10 Consent Agreement.

11 23. Respondent shall be responsible for ensuring that all documentation required in
12 this Consent Agreement is provided to the Board in a timely manner.

13 24. This Consent Agreement shall be effective on the date of entry below.

14 25. This Consent Agreement is conclusive evidence of the matters described herein
15 and may be considered by the Board in determining appropriate sanctions in the event a
16 subsequent violation occurs.

17
18 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**


19 
Julia Stan (Sep 19, 2023 15:53 PDT)

Julia L. Stan

Sep 19, 2023

Date

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

22 By: 

23 TOBI ZAVALA, Executive Director
24 Arizona Board of Behavioral Health Examiners

Sep 20, 2023

Date

25 **ORIGINAL** of the foregoing filed Sep 20, 2023

1 with:

2 Arizona Board of Behavioral Health Examiners
3 1740 West Adams Street, Suite 3600
4 Phoenix, AZ 85007

5 **EXECUTED COPY** of the foregoing sent electronically Sep 20, 2023
6 to:

7 Mona Baskin
8 Assistant Attorney General
9 2005 North Central Avenue
10 Phoenix, AZ 85004

11 Julia L. Stan
12 Address of Record
13 Respondent

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

3 **In the Matter of:**

4 **Julia L. Stan, LMSW-15335,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2022-0010

INTERIM CONSENT AGREEMENT

8 By mutual agreement and understanding, between the Arizona State Board of
9 Behavioral Health Examiners (“Board”) and Julia L. Stan (“Respondent”), the parties enter into
10 this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Interim
11 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.

24 ...

25 ...

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

8 Respondent's agreement not to practice under License No. LMSW-15335 will be
9 considered an interim suspension of their license.


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

11 
12 Julia Stan (Jul 9, 2021 12:56 EDT)

13 Julia L. Stan

11 Jul 9, 2021
12 _____
Date

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

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

14 Jul 19, 2021
15 _____
Date

17 **ORIGINAL** of the foregoing filed Jul 19, 2021
18 with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Jul 19, 2021
22 to:

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

25 Julia L. Stan
Address of Record
Respondent