

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

2 **In the Matter of:**

3 **Richard E. Jewell, LASAC-15420,**
4 **Licensed Associate Substance Abuse**
5 **Counselor,**
6 **In the State of Arizona.**

CASE NO. 2022-0012

RELEASE FROM
CONSENT AGREEMENT AND ORDER


RESPONDENT

7
8 The Board received a request from Respondent to release them from the terms and
9 conditions of the Consent Agreement and Order dated October 12th, 2021. After consideration,
10 the Board voted to release Respondent from the terms and conditions of the Consent
11 Agreement and Order dated October 12th, 2021.

12 **ORDER**

13 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

14 Respondent is hereby released from all terms and conditions of the Consent Agreement
15 and Order dated October 12th, 2021.

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

Nov 13, 2023
Date

18 **ORIGINAL** of the foregoing filed Nov 13, 2023
19 with:

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

22 **EXECUTED COPY** of the foregoing sent electronically Nov 13, 2023
23 to:

24 Richard E. Jewell
25 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Richard E. Jewell, LASAC Applicant,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2022-0012
CONSENT AGREEMENT
FOR ISSUANCE OF LICENSE

9 In the interest of a prompt and speedy settlement of the above captioned matter,
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona
11 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
12 and 41-1092.07(F)(5), Richard E. Jewell (“Respondent”) and the Board enter into this Consent
13 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
14 disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or
18 received by the Board concerning the allegations, and all related materials and exhibits may be
19 retained in the Board’s file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent
21 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
22 waives their right to such formal hearing concerning these allegations and irrevocably waives
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent
24 Agreement.

25 ...

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

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

7 5. The findings contained in the Findings of Fact portion of this Consent Agreement
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

11 6. This Consent Agreement is subject to the Board's approval, and will be effective
12 only when the Board accepts it. In the event the Board in its discretion does not approve this
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
15 that Respondent agrees that should the Board reject this Consent Agreement and this case
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
17 review and discussion of this document or of any records relating thereto.

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

25 ...

1 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

8 9. Respondent further understands that any violation of this Consent Agreement
9 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
10 disciplinary action pursuant to A.R.S. § 32-3281.

11 10. The Board therefore retains jurisdiction over Respondent and may initiate
12 disciplinary action against Respondent if it determines that they have failed to comply with the
13 terms of this Consent Agreement or of the practice act.

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

15 **FINDINGS OF FACT**

16 1. On 01/11/21, Respondent submitted his application for licensed associate
17 substance abuse counselor in the state of Arizona.

18 2. Respondent answered yes to background question 4 which included the
19 following:

20 a. “Have you ever been arrested, charged with, convicted of or pled nolo
21 contendere to a criminal offense...”

22 3. Respondent provided the following explanation regarding question 4:

23 a. Early in his life, Respondent developed a drug addiction.

24 b. In early 2019, Respondent was involved in buying a bicycle that was stolen,
25 resulting in a conviction for possession of stolen property.

1 c. Respondent has been clean and sober for 18 years.

2 4. As part of his application, Respondent signed a certifying statement, under the
3 penalty of perjury, which indicated all the information contained in the application was true and
4 correct.

5 5. Upon receipt of Respondent's Fingerprint Clearance Card results, Board staff
6 discovered additional charges in 2019 beyond what Respondent documented in his LASAC
7 application, including substance use and possession charges.

8 6. Based on a conversation with Board staff regarding the Fingerprint Clearance
9 Card results, Respondent voluntarily submitted to a hair follicle test.

10 7. Respondent's 02/26/21 hair follicle test came back with negative results for all
11 tested substances.

12 8. Court documents revealed the following regarding Respondent's 2019 arrest:

13 a. Respondent was charged with:

- 14 ▪ Theft
- 15 ▪ Possession or use of dangerous drugs
- 16 ▪ Possession or use of marijuana
- 17 ▪ Possession of drug paraphernalia

18 b. Respondent entered a guilty plea to the following:

- 19 ▪ Theft
- 20 ▪ Possession of drug paraphernalia

21 9. Phoenix Police Department records regarding Respondents 04/18/19 arrest
22 included the following:

23 a. Packaging materials and baggies containing a substance later identified as
24 methamphetamine.

25 b. Green leafy substance believed to be marijuana.

- 1 c. A syringe, four small pipes, and a larger pipe.
- 2 d. Respondent's wife ("Wife") reported Respondent had gotten back into drugs
- 3 several months ago.
- 4 e. Respondent told an officer he had only been using methamphetamine daily
- 5 for the past 2 months.
- 6 f. Respondent provided a different timeframe to another officer regarding his
- 7 methamphetamine use.

8 10. On 03/11/21, after being advised that Board staff had obtained records from the
9 Phoenix Police Department, Respondent submitted a written statement that included the
10 following:

- 11 a. In mid-March 2019, Respondent began using small amounts of
- 12 methamphetamine to cope with several emotional incidents that occurred
- 13 within 30-45 day period.
- 14 b. Respondent has been sober since 04/19/19.
- 15 c. Prior to this 30-40 day relapse, Respondent was sober for 17 years.

16 11. Despite having a substance use relapse less than 2 years prior to submitting his
17 01/11/21 LASAC application, Respondent indicated he had been clean and sober for 18 years.

18 12. Additionally, Respondent's 03/11/21 written statement indicates he had a 30-40
19 day relapse, which is inconsistent with his representations and his Wife's representations to
20 Phoenix Police officers.

21 13. Respondent represented the following to Board staff during his 04/29/21
22 interview:

- 23 a. Respondent did not know he needed to be thorough in his explanation on the
- 24 application.

25 ...

1 b. Respondent indicated he was sober for 18 years because he did his math
2 wrong.

3 c. Respondent meant to state he had a period of sobriety from 2003 – 2019, but
4 wrote 18 years.

5 d. Respondent agrees he should have explained the relapse in more detail.

6 e. Respondent was never trying to deceive or manipulate by not disclosing more
7 details pertaining to his 2019 arrest.

8 14. Respondent made the following misrepresentations in his 01/21 application and
9 during the application process:

10 a. Respondent's application explanation omitted the drug related offenses in his
11 04/19 arrest.

12 b. Respondent's application indicated he had been clean and sober for 18 years
13 despite having a relapse less than 2 years earlier.

14 c. Respondent's 03/11/19 written statement regarding the duration of his 4/19
15 relapse is inconsistent with representations attributed to Respondent and
16 Wife in police reports.

17 15. By not providing accurate and truthful information regarding his criminal history
18 regarding substance use, as well as his most recent relapse, Respondent knowingly made
19 misrepresentations of fact in attempting to secure the issuance of a license from the Board.

20 **CONCLUSIONS OF LAW**

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

24 ...

25 ...

1 have reviewed the Consent Agreement and include the results of an initial assessment and a
2 treatment plan regarding the proposed treatment of Respondent.

3 11. Upon approval, the Board will provide the therapist with copies of any required
4 evaluations completed at the request of the Board prior to this Consent Agreement and the
5 Board's investigative report.

6 **Focus and Frequency of Therapy**

7 12. The focus of the therapy shall relate to triggers, coping skills, lying, manipulation,
8 honesty, and development of a robust relapse prevention plan. Respondent shall meet in
9 person with the therapist who has experience in substance abuse twice monthly for the first 12
10 months, then after the first year, at the recommendation of the therapist but no less than once
11 monthly for the remaining 12 months.

12 **Reports**

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

21 **Change of Therapist**

22 14. In the event that, during the period of Respondent's probation, Respondent's
23 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
24 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
25 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued

1 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
2 acknowledging that they have reviewed the Consent Agreement, and include the results of an
3 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

4 Recovery Program

5 15. While on probation, Respondent shall attend recovery support meetings at a
6 minimum of 1 time per week. Respondent shall obtain a sponsor, mentor, or group leader and
7 that individual shall provide quarterly reports to the Board Chair or designee attesting to
8 Respondent's attendance and participation.

9 Biological Fluid Testing

10 16. Within 10 days of the effective date of this Order, Respondent shall enroll in a
11 program that meets Board criteria for observed random biological fluid testing. The chemicals
12 tested shall be determined by the Board Chair or designee. Random testing shall be done at a
13 minimum of twice monthly for the first 12 months and then once monthly after the first 12
14 months, and may be required more frequently as requested by the Board or its designee.
15 Respondent shall direct the Board-approved testing laboratory to provide a copy of each test
16 result to the Board. Respondent shall direct the Board-approved testing laboratory to advise the
17 Board or its designee within 7 days regarding any issue of noncompliance by Respondent.
18 Respondent shall notify the biological fluid testing laboratory and the Board, in writing, of
19 unavailability to test prior to an anticipated absence or if unable to provide a sample due to
20 illness. Respondent must submit in writing within 7 days of the missed specimen,
21 documentation from a treating physician who has personally evaluated Respondent on the day
22 of the requested screen that Respondent was not physically able to report to the laboratory for
23 biological fluid testing.

24 ***Failure to show for a random biological fluid test or failure to provide a random***
25 ***biological fluid sample on a day when a sample is requested by the Board, its designee***

1 **or the laboratory will be considered an admission of a positive urine screening.** The
2 following situations will also constitute **an admission of a positive urine screen:** submission of
3 a specimen where the integrity has been compromised as indicated by the presence of
4 adulterants, with determination made by laboratory personnel; submission of a sample that is
5 below acceptable volume or temperature to be tested; failure to provide written advance notice
6 of anticipated absence; and failure to provide written verification of illness from a physician
7 within 7 days of the missed specimen.

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

18 17. Respondent shall abstain completely from the personal use of the following
19 substances: opiates, foodstuffs containing poppy seeds, foodstuffs containing hemp products,
20 and herbal or health preparations containing derivatives of controlled substances. Respondent
21 is fully responsible for any and all ingested materials and their contents.

22 18. Respondent shall abstain completely from the personal use of alcohol or
23 controlled substances or possession of controlled substances, as defined in the State Controlled
24 Substances Act and Dangerous Drugs and Narcotics as defined by law or any drugs requiring a
25 ...

1 prescription. Respondent shall abstain from the use of alcohol and all over-the-counter
2 medications except plain aspirin, acetaminophen, or ibuprofen.

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

16 20. If Respondent has a lawful prescription for a narcotic or mood-altering drug,
17 Respondent shall cause their prescribing provider to submit monthly reports to the Board by the
18 30th day of each month regarding the continued need for the prescribed narcotic or mood-
19 altering medications. The Board or its designee may, at any time, request the provider to
20 document the continued need for prescribed medications. Respondent shall keep a written
21 record of medications taken, including over the counter drugs, and produce such record upon
22 request by the Board or its designee.

23 ...

24 ...

25 ...

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 21. Respondent shall not provide clinical supervision while subject to this Consent
4 Agreement.

5 **Civil Penalty**

6 22. Subject to the provisions set forth in paragraph 23, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

8 23. 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 24. 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 25. 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

25 ...

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 26. 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 27 through 29 below.

7 27. 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 28. 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.

25 ...

1 29. 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 30. 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 31. 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 32. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

6 33. 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 34. This Consent Agreement shall be effective on the date of entry below.


9 35. 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 
15 Richard Jewell (Jul 21, 2021 16:08 PDT)
Richard E. Jewell

Jul 21, 2021
Date

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

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

Oct 12, 2021
Date

20 **ORIGINAL** of the foregoing filed Oct 12, 2021
21 with:

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

24 **EXECUTED COPY** of the foregoing sent electronically Oct 12, 2021
25 to:

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

5 Richard E. Jewell
6 Address of Record
7 Respondent

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