

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

In the Matter of:

**Snaha R. Patel, LPC-17806
Licensed Professional Counselor,
In the State of Arizona.
RESPONDENT**

**CASE NOS. 2022-0100
2022-0109
2022-0129
2023-0204**

CONSENT AGREEMENT

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

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board’s file pertaining to this matter.
2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement and the lifting of the stay of suspension.
3. Respondent has the right to consult with an attorney prior to entering into this 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-17806 for the practice of
15 counseling in Arizona.

16 ***Complaint Nos. 2022-0100 & 2022-0109***

17 2. From 06/20 – 04/21, Respondent provided individual behavioral health services
18 to A.S..

19 3. From 12/20 – 03/21, Respondent provided behavioral health services to A.S.'s
20 daughter, E.J., at Agency.

21 4. From 12/20 – 02/21, Respondent provided behavioral health services to
22 Complainant 1 at Agency.

23 5. Following the termination of services with A.S., Respondent and A.S. began to
24 text frequently in an unprofessional manner.

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1 6. From 05/21 – 10/21, Respondent and A.S. exchanged numerous inappropriate
2 texts which included the following in part:

3 a. A.S. asked Respondent if she wanted to have lunch together and
4 Respondent agreed and even offered to pay with her business card.

5 b. Respondent offered to send pictures of a wedding she was attending to A.S.
6 and even stated she could have invited A.S..

7 c. Respondent offered to watch a movie with A.S. at Respondent's home.

8 d. Several other times, Respondent and A.S. coordinated lunch gatherings.

9 e. A.S. texted Respondent thanking her for hanging out the night before and
10 Respondent responds they will definitely do it again.

11 f. Respondent told A.S. she would keep everything between her and A.S.
12 confidential.

13 g. A.S. asked Respondent about a research paper on parenting styles since
14 Respondent has treated children, and Respondent responded with an article
15 about parenting styles.

16 h. Respondent and A.S. exchanged several texts around coordinating a workout
17 class to go to together as well as possibly signing up with the same gym.

18 i. Respondent asked A.S. for her social media name and provided A.S. her
19 personal email address.

20 7. From 06/20 – 09/21, Respondent was employed at Agency as a therapist.

21 8. In 07/21, Respondent was placed on a performance improvement plan which
22 included concerns around countertransference, regulation of emotional/personal growth, and
23 setting therapeutic boundaries.

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1 9. While Respondent was on a performance improvement plan for therapeutic
2 boundary concerns, Respondent was actively engaging in an inappropriate relationship with a
3 former client which continued for at least 3 months after being placed on the performance
4 improvement plan.

5 10. Respondent made the following representations during an investigative interview:

6 a. Respondent reviewed the ACA Code of Ethics and determined her
7 relationship with A.S. was not a dual relationship since the counseling
8 relationship had been terminated.

9 b. Respondent can now see how her relationship with A.S. got muddied and
10 would never do this again.

11 c. Once Respondent became aware Boyfriend was Complainant 1's ex-spouse,
12 she began to feel uneasy with her relationship with A.S. yet proceeded to
13 meet with A.S. one more time for lunch.

14 d. Respondent's husband never knew A.S. was a former client.

15 e. Respondent acknowledged having an attachment with A.S. and that they
16 developed a friendship following the termination of therapy.

17 f. Respondent did not think it was a big deal to see A.S.'s social media
18 accounts, and before this complaint did not think it was inappropriate to follow
19 former clients on social media.

20 g. Respondent was coordinating workout classes because she wanted a gym
21 partner.

22 h. If A.S. asked to re-engage in therapy services, Respondent would have
23 denied A.S. because it would have been a dual relationship.

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1 i. Respondent reported at the time she did not see the harm of entering into a
2 friendship with A.S. since she did not plan on going back to a therapist role
3 again.

4 11. Respondent represents she reviewed the ACA Code of Ethics and felt starting a
5 friendship with a former client was appropriate simply because the therapy relationship had
6 ended.

7 12. The ACA Code of Ethics explicitly prohibits nonprofessional relationships with
8 former clients.

9 13. From 05/21 – 10/21, Respondent and A.S. exchanged hundreds of friendly text
10 messages following the termination of the therapy relationship.

11 ***Complaint No. 2022-0129***

12 1. From 11/21 – 02/22, Respondent provided behavioral health services to
13 Complainant.

14 2. On or around 12/20/21, Complainant informed Respondent he went to high
15 school with Cousin and asked if she and Cousin were related.

16 3. Respondent confirmed with Complainant that they were related.

17 4. Respondent subsequently asked Cousin if she knew Complainant and used his
18 full name when asking, breaching his confidentiality.

19 5. Respondent represents she reassured Complainant that if he was concerned
20 about the familial relationship impacting his ability to remain candid during treatment, she could
21 refer him out.

22 6. Respondent chose to ask Cousin if she knew Complainant and Cousin
23 responded she knew Complainant and asked how he was.

24 7. Respondent then told Cousin that Complainant was in pharmacy school and that
25 was all she disclosed regarding Complainant.

1 8. Respondent failed to document these conversations anywhere in the clinical
2 record around 12/20 when she alleges the conversations took place.

3 9. Respondent failed to document anything regarding Complainant knowing one of
4 Respondent's family members until 02/17/22 when Complainant disclosed feeling it was a
5 conflict and needed to terminate services.

6 10. At the onset of services, Complainant signed an informed consent which failed to
7 include the client's right to participate in treatment decisions and in the development and
8 periodic review and revision of the client's treatment plan.

9 11. During the course of treatment, Respondent developed a treatment plan for
10 Complainant but failed to obtain a dated signature on the treatment plan.

11 12. Complainant's progress notes failed to include whether the counseling session
12 was individual, couples, family or group.

13 13. Complainant also signed a release of information which failed to include the
14 following:

15 a. The date the authorization was signed.

16 b. The date or circumstance when the authorization expires, not to exceed 12
17 months.

18 14. Board staff reviewed Respondent's clinical documentation within her private
19 practice and all of the documentation meets Board requirements.

20 15. Respondent represented the following during an investigative interview:

21 a. Licensee felt she needed to ask Cousin about Complainant due to a possible
22 conflict of interest.

23 b. Respondent did not ask for Complainant's permission to ask Cousin about
24 him.

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- c. Respondent used Complainant's full name when asked Cousin if she knew him.
- d. After the brief conversation with Cousin, Respondent determined there was no conflict of interest based on Cousin's reply.
- e. Respondent agreed someone's name or information about someone's therapy is considered identifying information.

Complaint No. 2023-0204

1. Between 12/21 – 02/22, the Board received 3 complaints (2022-0100, 2022-0109, 2022-0129) against Respondent alleging unprofessional conduct.

2. At its 12/09/22 Board Meeting, the Board offered Respondent a Consent Agreement.

3. On 12/19/22, This Consent Agreement was executed and went into effect.

4. In 04/23, while under this Consent Agreement, Respondent contacted Board staff expressing behavioral health concerns.

5. Board staff subsequently offered Respondent an Interim Consent Agreement to suspend her license while she tends to her behavioral health recovery efforts.

6. Respondent agreed and the ICA went into effect on 05/08/23.

7. On 07/27/23, Respondent requested to be released from the ICA and subsequently provided a response to Board staff's questions on 08/08/23 which included the following in part:

- a. Respondent recently sought treatment for her behavioral health.
- b. From 06/01/22 – 07/10/22, Respondent attended inpatient treatment and will be attending PHP treatment for a month.
- c. Respondent's crisis plan includes the following:
 - To continue regular treatment with Therapist for individual therapy.

- 1 • Continue managing medication and consulting with Psychiatrist.
- 2 • Participate in PHP 5 days a week starting 08/07/23.
- 3 • Respondent will utilize skills she has learned such as how to
- 4 communicative more effectively with family, understand warning signs of
- 5 burnout, and establishing proper hours for work by working for an agency
- 6 with set hours.
- 7 • Respondent's family who is supportive, will check in with her regularly.
- 8 d. If a crisis occurs Respondent can utilize the community she formed, call 911,
- 9 stay with a family member to get space, and utilize therapeutic interventions.
- 10 e. Respondent plans to join a ceramics class to increase her support system
- 11 and to establish a positive outlet.

12 8. Respondent provided a 11/28/23 letter from Psychiatrist which indicated
13 compliance with treatment recommendations.

14 9. Since 01/23, Respondent has been receiving behavioral health services from
15 Therapist.

16 10. A 12/19/23 letter from Therapist indicated the following:

- 17 a. Respondent has shown incredible perseverance and growth within the last
- 18 year most especially within the last four months.
- 19 b. It is Therapist's opinion that Respondent has worked tirelessly to heal her
- 20 trauma and create a stable internal environment.
- 21 c. Throughout treatment, and most especially within the last four months, there
- 22 has been no indication that Respondent is physically or mentally unsafe to
- 23 practice and has not indicated anything that would trigger a reporting
- 24 obligation.

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1 d. It is Therapist's opinion that Respondent has exhibited exemplary insight and
2 self-awareness and learned from previous mistakes.

3 e. Therapist feels Licensee is a valuable asset to the field of Behavioral Health
4 and will use these past experiences as building blocks to further her
5 professional career.

6 11. During an investigative interview, Respondent represented the following:

7 a. Respondent initially contacted the Board about her behavioral health issues
8 because she felt it was her obligation and ethical duty to report it to the
9 Board.

10 b. Respondent had genetic testing due to ensure she was on the right
11 medications.

12 c. Respondent has formed a community with her neighbors, sets boundaries
13 with family, and takes her medication consistently.

14 **CONCLUSIONS OF LAW**

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

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

22 **A.6.e, Nonprofessional Interactions or Relationships (Other** 23 **Than Sexual or Romantic Interactions or Relationships)**

24 Counselors avoid entering into nonprofessional relationships with
25 former clients, their romantic partners, or their family members

1 when the interaction is potentially harmful to the client. This
2 applies to both in-person and electronic interactions or
3 relationships.

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

- 7 A.A.C. R4-6-1101, Consent for Treatment
- 8 A.A.C. R4-6-1102, Treatment Plan
- 9 A.A.C. R4-6-1103, Client Record
- 10 A.A.C. R4-6-1105, Confidentiality

11 4. The conduct and circumstances described in Findings of Fact constitute a
12 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
13 behavioral health services provided to a client.

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

17 **ORDER**

18 **Stayed Suspension**

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

21 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
22 17806, shall be SUSPENDED for 24 months. However, the suspension shall be stayed and
23 Respondent's license shall be placed on probation.

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

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

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

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

16 6. Respondent's license, LPC-17806, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 7. Respondent shall not practice under their license, LPC-17806, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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1 13. Respondent may submit continuing education completed since the complaint
2 was filed for consideration of approval by the Board Chair or designee.

3 **Clinical Supervision**

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

14 **Focus and Frequency of Clinical Supervision**

15 15. The focus of the supervision shall relate to self-care, client workload, boundaries,
16 documentation, counter transference, Board statutes and rules, and supportive resources that
17 might extend past the supervisory relationship. Respondent shall meet individually in person
18 with the supervisor for a minimum of one hour twice monthly for the first 12 months, and after
19 the first 12 months at the recommendation of the clinical supervisor with early release available.

20 **Reports**

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

- 25 a. Dates of each clinical supervision session.

1 b. A comprehensive description of issues discussed during supervision
2 sessions.

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

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

10 **Change of Clinical Supervisor During Probation**

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

18 **Therapy**

19 20. During the period of probation, Respondent shall attend therapy for 24 months
20 with a masters or higher level behavioral health professional licensed at the independent level.
21 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
22 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
23 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
24 a letter addressing why they should be approved, acknowledging that they have reviewed the

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

3 21. 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 22. The focus of the therapy shall relate to issues identified in the Board's report.
8 Respondent shall meet with the therapist twice monthly for the first 12 months. For the
9 remaining 12 months, the frequency of therapy will be at the discretion of the therapist but not
10 less than once a month.

11 **Reports**

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

20 **Change of Therapist**

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

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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 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 25. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 **Civil Penalty**

9 26. Subject to the provisions set forth in paragraph 27, the Board imposes a civil
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

6 30. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 31 through 33 below.

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

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

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

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

21 35. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date they would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide

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

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

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


12 38. This Consent Agreement shall be effective on the date of entry below.

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

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

18 
Snaha Patel (Mar 4, 2024 11:28 MST)
19 _____ Mar 4, 2024
Snaha R. Patel Date

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

21 By:  Mar 11, 2024
22 _____
23 TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

24 Mar 11, 2024
25 **ORIGINAL** of the foregoing filed _____
with:

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

Mar 11, 2024

EXECUTED COPY of the foregoing sent electronically _____
to:

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

Snaha R. Patel
Address of Record
Respondent

Andrew Breavington
2 N Central Avenue Suite 1450
Phoenix, AZ 85004
Attorney for Respondent

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

3 **In the Matter of:**

4 **Snaha R. Patel, LPC-17806**
5 **Licensed Professional Counselor, In the**
6 **State of Arizona.**
7 **RESPONDENT**

CASE NOS. 2022-0100
2022-0109
2022-0129

CONSENT AGREEMENT

8 In the interest of a prompt and speedy settlement of the above captioned matter,
9 consistent with the public interest, statutory requirements and responsibilities of the Arizona
10 State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F)
11 and 41-1092.07(F)(5), Snaha R. Patel ("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

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1 otherwise, about the views or intended actions of any other state agency or officer or political
2 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-17806 for the practice of
15 counseling in Arizona.

16 ***Complaint Nos. 2022-0100 & 2022-0109***

17 2. From 06/20 – 04/21, Respondent provided individual behavioral health services
18 to A.S..

19 3. From 12/20 – 03/21, Respondent provided behavioral health services to A.S.'s
20 daughter, E.J., at Agency.

21 4. From 12/20 – 02/21, Respondent provided behavioral health services to
22 Complainant 1 at Agency.

23 5. Following the termination of services with A.S., Respondent and A.S. began to
24 text frequently about personal matters.

25 ...

1 6. From 05/21 – 10/21, Respondent and A.S. exchanged numerous inappropriate
2 texts which included the following in part:

3 a. A.S. asked Respondent if she wanted to have lunch together and
4 Respondent agreed and even offered to pay with her business card.

5 b. Respondent offered to send pictures of a wedding she was attending to A.S.
6 and even stated she could have invited A.S..

7 c. Respondent offered to watch a movie with A.S. at Respondent's home.

8 d. Several other times, Respondent and A.S. coordinated lunch gatherings.

9 e. A.S. texted Respondent thanking her for hanging out the night before and
10 Respondent responds they will definitely do it again.

11 f. Respondent told A.S. she would keep everything between her and A.S.
12 confidential.

13 g. A.S. asked Respondent about a research paper on parenting styles since
14 Respondent has treated children, and Respondent responded with an article
15 about parenting styles.

16 h. Respondent and A.S. exchanged several texts around coordinating a workout
17 class to go to together as well as possibly signing up with the same gym.

18 i. Respondent asked A.S. for her social media name and provided A.S. her
19 personal email address.

20 7. From 06/20 – 09/21, Respondent was employed at Agency as a therapist.

21 8. In 07/21, Respondent was placed on a performance improvement plan which
22 included concerns around countertransference, regulation of emotional/personal growth, and
23 setting therapeutic boundaries.

24 ...

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1 9. While Respondent was on a performance improvement plan for therapeutic
2 boundary concerns, Respondent was actively engaging in a nonprofessional relationship with a
3 former client which continued for at least 3 months after being placed on the performance
4 improvement plan.

5 10. Respondent made the following representations during an investigative interview:

6 a. Respondent reviewed the ACA Code of Ethics and determined her
7 relationship with A.S. was not a dual relationship since the counseling
8 relationship had been terminated.

9 b. Respondent can now see how her relationship with A.S. got muddled and
10 would never do this again.

11 c. Once Respondent became aware Boyfriend was Complainant 1's ex-spouse,
12 she began to feel uneasy with her relationship with A.S. yet proceeded to
13 meet with A.S. one more time for lunch.

14 d. Respondent's husband never knew A.S. was a former client.

15 e. Respondent acknowledged having an attachment with A.S. and that they
16 developed a friendship following the termination of therapy.

17 f. Respondent did not think it was a big deal to see A.S.'s social media
18 accounts, and before this complaint did not think it was inappropriate to follow
19 former clients on social media.

20 g. Respondent was coordinating workout classes because she wanted a gym
21 partner.

22 h. If A.S. asked to re-engage in therapy services, Respondent would have
23 denied A.S. because it would have been a dual relationship.

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1 i. Respondent reported at the time she did not see the harm of entering into a
2 friendship with A.S. since she did not plan on going back to a therapist role
3 again.

4 11. Respondent represents she reviewed the ACA Code of Ethics and felt starting a
5 friendship with a former client was appropriate simply because the therapy relationship had
6 ended.

7 12. The ACA Code of Ethics explicitly prohibits nonprofessional relationships with
8 former clients.

9 13. From 05/21 – 10/21, Respondent and A.S. exchanged hundreds of friendly text
10 messages following the termination of the therapy relationship.

11 ***Complaint No. 2022-0129***

12 1. From 11/21 – 02/22, Respondent provided behavioral health services to
13 Complainant.

14 2. On or around 12/20/21, Complainant informed Respondent he went to high
15 school with Cousin and asked if she and Cousin were related.

16 3. Respondent confirmed with Complainant that they were related.

17 4. Respondent subsequently asked Cousin if she knew Complainant and used his
18 full name when asking.

19 5. Respondent represents she reassured Complainant that if he was concerned
20 about the familial relationship impacting his ability to remain candid during treatment, she could
21 refer him out.

22 6. Respondent chose to ask Cousin if she knew Complainant and Cousin
23 responded she knew Complainant and asked how he was.

24 7. Respondent then told Cousin that Complainant was in pharmacy school. That
25 was all she disclosed regarding Complainant.

1 8. Respondent failed to document these conversations anywhere in the clinical
2 record around 12/20 when she alleges the conversations took place.

3 9. Respondent failed to document anything regarding Complainant knowing one of
4 Respondent's family members until 02/17/22 when Complainant disclosed feeling it was a
5 conflict and needed to terminate services.

6 10. At the onset of services, Complainant signed an informed consent which failed to
7 include the client's right to participate in treatment decisions and in the development and
8 periodic review and revision of the client's treatment plan.

9 11. During the course of treatment, Respondent developed a treatment plan for
10 Complainant but failed to obtain a dated signature on the treatment plan.

11 12. Complainant's progress notes failed to include whether the counseling session
12 was individual, couples, family or group.

13 13. Complainant also signed a release of information which failed to include the
14 following:

15 a. The date the authorization was signed.

16 b. The date or circumstance when the authorization expires, not to exceed 12
17 months.

18 14. Respondent acknowledged her obligations as a licensee to have compliant
19 documentation but noted she had no control over the agency's clinical forms.

20 15. Board staff reviewed Respondent's clinical documentation within her new private
21 practice and all of the documentation meets Board requirements.

22 16. Respondent represented the following during an investigative interview:

23 a. Licensee felt she needed to ask Cousin about Complainant due to a possible
24 conflict of interest.

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- 1 b. Respondent did not ask for Complainant's permission to ask Cousin about
2 him.
- 3 c. Respondent used Complainant's full name when asked Cousin if she knew
4 him.
- 5 d. After the brief conversation with Cousin, Respondent determined there was
6 no conflict of interest based on Cousin's reply.
- 7 e. Respondent agreed someone's name or information about someone's
8 therapy is considered identifying information.

9 **CONCLUSIONS OF LAW**

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

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

17 **A.6.e. Nonprofessional Interactions or Relationships (Other**
18 **Than Sexual or Romantic Interactions or Relationships)**

19 Counselors avoid entering into nonprofessional relationships with
20 former clients, their romantic partners, or their family members
21 when the interaction is potentially harmful to the client. This
22 applies to both in-person and electronic interactions or
23 relationships.

24 ...

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

4 A.A.C. R4-6-1101, Consent for Treatment

5 A.A.C. R4-6-1102, Treatment Plan

6 A.A.C. R4-6-1103, Client Record

7 A.A.C. R4-6-1105, Confidentiality

8 4. The conduct and circumstances described in Findings of Fact constitute a
 9 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of
 10 behavioral health services provided to a client.

11 **ORDER**

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

14 1. Respondent's license, LPC-17806, will be placed on probation for 24 months,
 15 effective from the date of entry as signed below.

16 2. Respondent shall not practice under their license, LPC-17806, unless they are
 17 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
 18 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
 19 shall immediately notify the Board in writing and shall not practice under their license until they
 20 submit a written request to the Board to re-commence compliance with this Consent
 21 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

1 **Continuing Education**

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

8 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
10 hours in HIPPA compliance. All required continuing education shall be pre-approved by the
11 Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion
12 of the required continuing education.

13 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
14 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a
15 three-semester credit hour graduate level behavioral health ethics course from a regionally
16 accredited college or university, pre-approved by the Board Chair or designee. Upon
17 completion, Respondent shall submit to the Board an official transcript establishing completion
18 of the required course.

19 7. Respondent may submit continuing education completed since the complaint
20 was filed for consideration of approval by the Board Chair or designee.

21 **Clinical Supervision**

22 8. While on probation, Respondent shall submit to clinical supervision for 12 months
23 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
24 Behavioral Health Examiners at the independent level. Within 30 days of the date of this

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1 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-
2 approval by the Board Chair or designee. Also, within 30 days of the date of this Consent
3 Agreement, the clinical supervisor shall submit a letter disclosing their prior relationship to
4 Respondent. In that
5 letter, the clinical supervisor must address why they should be approved, acknowledge that they
6 have reviewed the Consent Agreement and include the results of an initial assessment and a
7 supervision plan regarding the proposed supervision of Respondent. The letter from the
8 supervisor shall be submitted to the Board.

9 **Focus and Frequency of Clinical Supervision**

10 9. The focus of the supervision shall relate to boundaries, documentation, counter
11 transference, Board statutes and rules, and supportive resources that might extend past the
12 supervisory relationship. Respondent shall meet individually in person with the supervisor for a
13 minimum of one hour twice monthly for the first 12 months, and after the first 12 months at the
14 recommendation of the clinical supervisor with early release available.

15 **Reports**

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

- 20 a. Dates of each clinical supervision session.
- 21 b. A comprehensive description of issues discussed during supervision
22 sessions.

23 11. All quarterly supervision reports shall include a copy of clinical supervision
24 documentation maintained for that quarter. All clinical supervision documentation maintained by

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1 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

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

6 **Change of Clinical Supervisor During Probation**

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

14 **Early Release**

15 14. After completion of the stipulations set forth in this consent agreement, and upon
16 the supervisor's recommendation, respondent may request early release from the consent
17 agreement after 12 months.

18 **GENERAL PROVISIONS**

19 **Provision of Clinical Supervision**

20 15. Respondent shall not provide clinical supervision while subject to this Consent
21 Agreement.

22 **Civil Penalty**

23 16. Subject to the provisions set forth in paragraph 17, the Board imposes a civil
24 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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1 21. Within 10 days of the effective date of this Order, if Respondent is working in a
2 position where Respondent provides any type of behavioral health related services or works in a
3 setting where any type of behavioral health, health care, or social services are provided,
4 Respondent shall provide the Board Chair or designee with a signed statement from
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
6 Consent Agreement. If Respondent does not provide the employer's statement to the Board
7 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
8 copy of the Consent Agreement.

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

19 23. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health

25 ...

1 related services or in a setting where any type of behavioral health, health care, or social
2 services are provided, Respondent shall provide the Board Chair or designee a written
3 statement providing the contact information of their new employer(s) and a signed statement
4 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
5 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
6 the Board within 10 days, as required, Respondent's failure to provide the required statement to
7 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
8 Respondent's employer(s) with a copy of the Consent Agreement.

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

12 25. Prior to the release of Respondent from probation, Respondent must submit a
13 written request to the Board for release from the terms of this Consent Agreement at least 30
14 days prior to the date they would like to have this matter appear before the Board. Respondent
15 may appear before the Board, either in person or telephonically. Respondent must provide
16 evidence that they have successfully satisfied all terms and conditions in this Consent
17 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
18 this Consent Agreement have been met and whether Respondent has adequately demonstrated
19 that they have addressed the issues contained in this Consent Agreement. In the event that the
20 Board determines that any or all terms and conditions of this Consent Agreement have not been
21 met, the Board may conduct such further proceedings as it determines are appropriate to
22 address those matters.

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

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

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

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

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

8 *snaha patel* Dec 29, 2022
snaha patel (Dec 29, 2022 11:24 MST) _____ Date
9 Snaha R. Patel

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

11 By: *Mpli Zavala* Dec 29, 2022
12 TOBI ZAVALA, Executive Director Date
13 Arizona Board of Behavioral Health Examiners

14 **ORIGINAL** of the foregoing filed Dec 29, 2022
15 with: _____

16 Arizona Board of Behavioral Health Examiners
17 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

18 **EXECUTED COPY** of the foregoing sent electronically Dec 29, 2022
19 to: _____

20 Mona Baskin
21 Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

22 Snaha R. Patel
23 Address of Record
Respondent

24 ...

25 ...

1 Flynn Carey
2 Mitchell Stein Carey Chapman, PC
3 2600 N Central Avenue Suite 1000
4 Phoenix, AZ 85004
5 Attorney for Respondent

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