

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

2 **In the Matter of:**

3 **Carly A. Welch, LAC-16025,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0170


**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 6th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated September 6th, 2022.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated September 6th, 2022.

15 By:  May 8, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
17 **Arizona Board of Behavioral Health Examiners**

18 **ORIGINAL** of the foregoing filed May 8, 2023
19 with:

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

23 **EXECUTED COPY** of the foregoing sent electronically May 8, 2023
24 to:

25 Carly A. Welch
Address of Record
Respondent

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

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

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LAC-16025 for the practice of
15 counseling in the State of Arizona.

16 2. On 03/08/22, Respondent submitted her LAC renewal application with the Board.

17 3. Every Friday Board staff randomly audits six renewal applications from the
18 previous week and on 03/16/22 Respondent was randomly selected for an audit.

19 4. On 05/11/22, Respondent emailed Board staff her CEU tracker along with the
20 certificates of completion.

21 5. In review of the CEU tracker, Respondent indicated she completed the Arizona
22 Statutes/Regulations Tutorial on 12/07/21 but did not include the completion certificate.

23 6. Board staff contacted Respondent and Respondent represented that she thought
24 she completed the tutorial but could only locate the 2018 completion certificate.

25

1 7. Respondent provided the following representation within her written response to
2 the Board complaint:

3 a. It was an oversight of not completing the tutorial and it was unintentional.

4 b. After being notified, Respondent went and completed the tutorial on 05/24/22.

5 c. Respondent is unsure where the 12/07/21 date came from.

6 8. Respondent represented the following in part during an investigative interview:

7 a. Respondent is aware the tutorial needs to be completed each renewal and
8 thought she in fact completed it.

9 b. Respondent is unsure where the 12/07/21 date came from and assumes she
10 may have put it since she planned on taking the tutorial that day, which was a
11 huge oversight.

12 c. Respondent double checked the CEU tracker to ensure the hours and
13 certificates matched.

14 d. Respondent could not locate the tutorial completion certificate and assumed
15 Board staff would have record of it since it was completed through the
16 Board's website.

17 e. Respondent would never have done anything like this intentionally.

18 9. On 03/08/22, Respondent signed an affidavit within her renewal application
19 indicating certifying the information within her renewal application was true and accurate, and
20 that she completed the required 30 hours of continuing education.

21 10. Respondent simply indicated on her renewal application that she completed the
22 tutorial without proof of completion.

23 11. Respondent listed a specific date of completion for the tutorial without any actual
24 completion certificate to corroborate that date.

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

8 **Early Release**

9 5. After completion of the continuing education requirements set forth in this
10 Consent Agreement, Respondent may request early release from the Consent Agreement if all
11 other terms of the Consent Agreement have been met.

12 **GENERAL PROVISIONS**

13 **Provision of Clinical Supervision**

14 6. Respondent shall not provide clinical supervision while subject to this Consent
15 Agreement.

16 **Civil Penalty**

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

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

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

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

13 11. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 12 through 14 below.

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

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

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

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

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

15 17. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

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

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


20 20. This Consent Agreement is conclusive evidence of the matters described herein
21 and may be considered by the Board in determining appropriate sanctions in the event a
22 subsequent violation occurs.

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

24 
25 Carly A. Welch
Carly Welch (Sep 4, 2022 21:34 PDT)

 Sep 4, 2022
 Date

1
2 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

3 By:  Sep 6, 2022
4 TOBI ZAVALA, Executive Director Date
5 Arizona Board of Behavioral Health Examiners

6 **ORIGINAL** of the foregoing filed Sep 6, 2022
7 with:

8 Arizona Board of Behavioral Health Examiners
9 1740 West Adams Street, Suite 3600
10 Phoenix, AZ 85007

11 **EXECUTED COPY** of the foregoing sent electronically Sep 6, 2022
12 to:

13 Mona Baskin
14 Assistant Attorney General
15 2005 North Central Avenue
16 Phoenix, AZ 85004

17 Carly A. Welch
18 Address of Record
19 Respondent
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