

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

2 **In the Matter of:**

3 **Michael A. Medley, LPC-13907,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0179

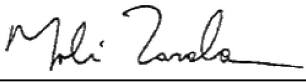
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated July 11th, 2022. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated July 11th, 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 July 11th, 2022.

15 By: 

16 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Aug 19, 2022

Date

17
18 **ORIGINAL** of the foregoing filed Aug 19, 2022
with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Aug 19, 2022
22 to:

23 Michael A. Medley
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Michael A. Medley, LPC-13907,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

CASE NO. 2022-0179
CONSENT AGREEMENT

7 **RESPONDENT**

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), Michael A. Medley ("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-13907 for the practice of
15 Counseling in the State of Arizona.

16 2. On 05/20/22, Respondent emailed the Board that he began supervising an
17 LMSW ("Supervisee") in her own private practice without prior Board approval.

18 3. Respondent represented he made a mistake of forgetting about the approval
19 process for private practice supervision.

20 4. On 05/23/22, following a conversation with Board staff, Supervisee submitted a
21 request for approval of clinical supervisor for Supervised Private Practice.

22 5. Respondent would not have been approved since he was an LPC and
23 Supervisee was an LMSW, and Supervised Private Practice requires the supervisor be the
24 same discipline as the supervisee.

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1 6. Respondent represented once Supervisee contacted him, he only reviewed the
2 Board's rules around supervision and not the specific rules regarding Supervised Private
3 Practice.

4 7. Respondent did not realize his mistake until months after beginning supervision
5 of Supervisee's private practice when a separate student came forward with questions which
6 prompted Licensee to look into various Board rules and statutes.

7 8. Respondent acknowledges his oversight in violating Board rules but it was not
8 malicious or intentional.

9 9. Respondent further agrees as a supervisor he should have been more informed
10 and reviewed rules and regulations more thoroughly.

11 **CONCLUSIONS OF LAW**

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

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

20 **I.1.a. Knowledge**

21 Counselors know and understand the ACA Code of Ethics and other
22 applicable ethics codes from professional organizations or certification
23 and licensure bodies of which they are members. Lack of knowledge or
24 misunderstanding of an ethical responsibility is not a defense against a
25 charge of unethical conduct.

1 **ORDER**

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

4 1. Respondent's license, LPC-13907, will be placed on probation for 12 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LPC-13907, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent Agreement.
11 All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
19 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course
20 addressing current behavioral health documentation standards in Arizona. All required
21 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
22 Respondent shall submit a certificate of completion of the required continuing education.

23 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
24 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock

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1 hours of continuing education in Arizona Clinical Supervision. All required continuing education
2 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
3 submit a certificate of completion of the required continuing education.

4 **Early Release**

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

8 **GENERAL PROVISIONS**

9 **Provision of Clinical Supervision**

10 7. Respondent shall not provide clinical supervision while subject to this Consent
11 Agreement.

12 **Civil Penalty**

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

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

22 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
23 that the matter be reviewed by the Board for the limited purpose of determining whether the
24 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

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1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

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

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

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

22 14. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social

25 ...

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

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

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

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


12 18. Respondent shall bear all costs relating to probation terms required in this
13 Consent Agreement.

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

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

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

20
21 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 
Michael Medley, LPC (Jul 11, 2022 12:32 PDT)
23 Michael A. Medley

24 Jul 11, 2022
25 Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

1
2 By: Tobi Zavala Jul 11, 2022
3 TOBI ZAVALA, Executive Director Date
4 Arizona Board of Behavioral Health Examiners

5 **ORIGINAL** of the foregoing filed Jul 11, 2022
6 with:

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

9 **EXECUTED COPY** of the foregoing sent electronically Jul 11, 2022
10 to:

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

13 Michael A. Medley
Address of Record
14 Respondent

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