

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

3 **In the Matter of:**

4 **Stephanie M. Rupe, LAC-18104,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0079
2023-0037
2023-0144

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), Stephanie M. Rupe (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 The Board issues the following Findings of Fact, Conclusions of Law and Order:

7 **FINDINGS OF FACT**

8 **Complaint 2022-0079**

9 1. Respondent is the holder of License No. LAC-18104 for the practice of
10 counseling in Arizona.

11 2. From 05/21 – 11/21, Respondent was employed at a behavioral health agency
12 (“Agency 1”) as a full-time Clinician.

13 3. On 05/19/21, Respondent signed an employment contract with Agency 1 which
14 included the following:

- 15 a. Clients should not have Respondent’s personal phone number.
- 16 b. Respondent is not to dispose of any documentation at home unless they
17 have a shredder.
- 18 c. If Respondent does not have a shredder, she must bring the documentation
19 to Agency 1 and use Agency 1’s shredder.
- 20 d. Respondent must provide a 30-day notice of resignation.

21 4. Respondent violated this employment contract as follows:

- 22 a. On 10/22/21, Respondent was written up for using her personal cell phone to
23 speak with clients.
- 24 b. On 10/26/21, Respondent notified Complainant she was giving a one week
25 notice of her resignation, but later changed to a two-week notice.

1 c. After leaving Agency 1, Respondent kept her planner with client's full names
2 and kept summaries of client's services.

3 5. Specifically, Respondent kept summaries for six Agency 1 clients which included
4 the following in part:

- 5 a. The client's full name.
- 6 b. The client's age.
- 7 c. The client's diagnosis.
- 8 d. The client's current living situation.
- 9 e. A quick history of the client.
- 10 f. The client's goals for therapy.

11 6. During an investigative interview, Respondent represented the following
12 regarding maintaining confidential client information after her departure from Agency 1:

- 13 a. Respondent prepared these six client summaries to give to the new therapist
14 but did not have chance to do so since Complainant let her go.
- 15 b. Respondent held onto the summaries and client information due to this
16 investigation.
- 17 c. Respondent would shred these documents following the completion of the
18 Board's investigation.
- 19 d. Respondent kept the planner and client summaries in a container in her
20 closet.
- 21 e. The planner and client summaries were not in a safe or secured by a lock.
- 22 f. Respondent lives with her husband and Respondent represents he would not
23 look through her stuff.

24 ...

25 ...

1 c. Respondent believed she had shredded all documentation inside the folders,
2 and she was unaware they were there until the complaint came in.

3 15. Respondent was in possession of client information from a different agency, and
4 she was unaware of it.

5 16. Despite only working at Agency 2 between 07/22 – 09/22, Respondent's
6 personnel record contained approximately eight documented client complaints.

7 17. Several of the client complaints, relating to the quality and style of the services
8 provided by Respondent, were similar in nature, demonstrating a pattern of behavior.

9 18. Respondent's termination letter listed multiple issues, including
10 misrepresentation of experience, multiple termination from Agency 2 clients, lack of behavior
11 modification, unwillingness to attend training, continuous errors, argumentative and disruptive
12 within the workplace.

13 19. Respondent represented the following in a written statement:

14 a. Regarding the allegations of client complaints and Respondent's termination
15 letter, there is no circumstantial evidence.

16 b. During the course of approximately five supervision sessions, there was no
17 mention or documentation of client complaints, lack of behavior modification,
18 unwillingness to attend trainings, continuous errors, and/or argumentative
19 and disruptive behavior in the work place.

20 c. The statements are hearsay, unsubstantiated and not true.

21 d. Respondent did not misrepresent her therapy experience, such as EMDR
22 training.

23 20. Furthermore, while applying with Agency 2, Respondent provided a resume that
24 did not contain her employment with her former employer, Agency 1, at which she worked
25 approximately six months.

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

4 4. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(c)(iii), making any oral or written misrepresentation of a fact
6 regarding the licensee's skills or the value of any treatment provided or to be provided.

7 **ORDER**

8 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
9 the provision and penalties imposed as follows:

10 1. Respondent's license, LAC-18104, shall be surrendered to the Board, effective
11 from the date of entry as signed below.

12 2. The surrender shall be considered a revocation of Respondent's license.

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

14 Stephanie M. Rupe
Stephanie M. Rupe (Mar 24, 2023 10:01 PDT)

15 Stephanie M. Rupe

Mar 24, 2023

Date

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

17 By: M. Zavalas

18

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

Apr 17, 2023

Date

20 **ORIGINAL** of the foregoing filed Apr 17, 2023
21 with:

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

24 **EXECUTED COPY** of the foregoing sent electronically Apr 17, 2023
25 to:

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

5 Stephanie M. Rupe
6 Address of Record
7 Respondent

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