

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

3 **In the Matter of:**

4 **Maia L. Pellegrini, LCSW-19430,**  
5 **Licensed Clinical Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0044**

**CONSENT AGREEMENT  
FOR VOLUNTARY SURRENDER**

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 State  
10 Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-  
11 1092.07(F)(5), Maia L. Pellegrini ("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 received  
17 by the Board concerning the allegations, and all related materials and exhibits may be retained in  
18 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 their  
22 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 Agreement  
2 and returning it to the Board's Executive Director, Respondent may not revoke their acceptance  
3 of this Consent Agreement or make any modifications to it. Any modification of this original  
4 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 evidence of the facts stated herein between only Respondent and the Board for the final  
7 disposition of this matter and may be used for purposes of determining sanctions in any future  
8 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 that  
13 Respondent agrees that should the Board reject this Consent Agreement and this case proceeds  
14 to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and  
15 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 notwithstanding  
19 any language in this Consent Agreement, this Consent Agreement does not preclude in any way  
20 any other state agency or officer or political subdivision of this state from instituting proceedings,  
21 investigating claims, or taking legal action as may be appropriate now or in the future relating to  
22 this matter or other matters concerning Respondent, including but not limited to violations of  
23 Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the  
24 Board, this Consent Agreement makes no representations, implied or

25 ...

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 Board,  
5 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 1. Respondent is the holder of License No. LCSW-19430 for the practice of Social  
9 Work in the state of Arizona.

10 2. From 06/17/22 to roughly 07/31/22, Respondent provided telehealth services to  
11 Complainant.

12 3. Complainant's sister ("Sister") reached out to Respondent asking if Respondent  
13 could provide services to Complainant.

14 4. Respondent and Sister were in fact neighbors in California a number of years ago  
15 and have been longtime acquaintances over the years.

16 5. Respondent represents she never knew Complainant prior to initiating services  
17 with him.

18 6. Furthermore, when Respondent was working on obtaining her coaching  
19 certification, she was required to practice coaching and Sister was one that she provided coaching  
20 services.

21 7. Respondent failed to document the prior relationship with Respondent's sister in  
22 Complainant's clinical record and that it would not cause a conflict of interest in treating  
23 Complainant.

24 8. Respondent represented she felt it was appropriate to treat Complainant since she  
25 did not personally have a relationship with Complainant.

1           9.       Respondent now agrees this prior relationship with Sister then subsequently  
2 treating Complainant is a conflict of interest.

3           10.       Despite Respondent representing she provided ethical and professional services  
4 to Complainant, she acknowledged there were times where Complainant disclosed drinking  
5 alcohol.

6           11.       Furthermore, there are numerous text messages and documentation within the  
7 notes that Respondent in fact knew Complainant had been drinking alcohol.

8           12.       Respondent provided services knowing Complainant had been drinking and  
9 represents that her effort was to get him into a higher level of treatment.

10          13.       Respondent documented numerous times throughout the progress notes that  
11 Complainant needed residential treatment that he was alternately agreeing to and refusing and  
12 was in a crisis for several weeks of sessions.

13          14.       Even though Respondent repeatedly documented that Complainant was in a crisis,  
14 she continued providing telehealth services when it appeared Complainant was in need of a much  
15 higher level of care.

16          15.       During an investigative interview, Respondent represented she has never done a  
17 service like this before for any other clients but knew Complainant was in a crisis and was  
18 facilitating the process to get him into a higher level of treatment so she continued to engage with  
19 him to facilitate his getting such treatment.

20          16.       Respondent represented she continued providing services to Complainant without  
21 signed informed consents or ROIs because he was in such a crisis.

22          17.       On 06/22/22, Sister texted Respondent that Complainant reported to Sister that if  
23 he had a shotgun he would end it all.

24          18.       Additionally, on 07/04/22, Complainant reported to Respondent that he had  
25 thoughts of harming himself.

1           19.     In light of this statement by Complainant, Respondent called the police to conduct  
2 a wellness check but the police told Respondent they could not do anything since Complainant  
3 told police he would not harm himself and refused to open the door.

4           20.     Complainant's sister and treatment facility were also involved in the situation and  
5 Respondent did not document a suicide risk assessment or safety plan at this time.

6           21.     Respondent helped coordinate admission of Complainant into a residential  
7 treatment facility, and Complainant did enter the facility in July, 2022.

8           22.     At the onset of services with Complainant, Respondent failed to obtain a dated  
9 signature on any informed consent documents to treat Complainant.

10          23.     Respondent represents she emailed informed consent documents to Complainant  
11 and Complainant's clinical records included a Notice of Privacy Practices and Informed Consent  
12 for Psychotherapy, a Telehealth Treatment Consent, and Consent for Counseling which were all  
13 unsigned and undated.

14          24.     The Notice of Privacy Practices and Informed Consent for Psychotherapy  
15 document was missing the following minimum Board requirements:

- 16           a. Purpose of treatment.
- 17           b. To participate in treatment decisions and in the development and periodic  
18           review and revision of the client's treatment plan.
- 19           c. To refuse any recommended treatment or to withdraw consent to treatment  
20           and to be advised of the consequences of refusal or withdrawal.
- 21           d. There is not a dated and signed informed consent for treatment from a client  
22           before providing treatment to the client.
- 23           e. There is not a dated signature from an authorized representative of the  
24           behavioral health entity.

1           25.    The Telehealth Treatment Consent failed to include the following minimum  
2 requirements:

- 3           a.    Emergency procedures when the Respondent is unavailable.
- 4           b.    Manner of identifying the client when using electronic communication that does  
5           not involve video.

6           26.    The Consent for Counseling failed to include the following minimum requirements:

- 7           a.    Purpose of treatment.
- 8           b.    To participate in treatment decisions and in the development and periodic  
9           review and revision of the client's treatment plan.
- 10          c.    To refuse any recommended treatment or to withdraw consent to treatment  
11          and to be advised of the consequences of refusal or withdrawal.
- 12          d.    While there is a line for the signature and date, and there is not a dated and  
13          signed informed consent for treatment from a client before providing treatment  
14          to the client.
- 15          e.    While there is a line for the signature and date and, there is not a dated  
16          signature from an authorized representative of the behavioral health entity.

17           27.    While not required in the consent document (see R4-6-1101 (2h)), Respondent's  
18 informed consent documents indicated that 60-minute sessions range from \$125-\$175.

19           28.    Initially when Respondent provided Board staff Complainant's clinical records,  
20 there was no treatment plan included in the clinical records.

21           29.    Respondent also provided Complainant's progress notes when she provided her  
22 written response to the complaint and the progress notes failed to include the following minimum  
23 Board requirements:

- 24           a.    At least 9 session notes do not contain the time spent providing the behavioral  
25           health service.

- 1           b. If counseling services were provided, whether the counseling was individual,  
2           couples, family, or group.  
3           c. The dated signature of Respondent.

4           30. The progress notes also fail to include the following minimum telehealth  
5 requirements:

- 6           a. The mode of session or a section to indicate the mode of session.  
7           b. Verification of the client's physical location during the session.

8           31. Within the clinical records Respondent provided with her written response to the  
9 complaint there were no signed and dated releases of information for Respondent to speak with  
10 anyone regarding Complainant's care.

11           32. Respondent in fact spoke to two different treatment facilities, a towing company,  
12 and Sister numerous times without an adequate written release of information authorizing  
13 Respondent to do so.

14           33. Despite Respondent maintaining billing records, the following concerns were  
15 observed within Respondent's billing records for services:

- 16           a. On 06/17/22, Respondent billed Complainant \$125 for a 53-minute phone  
17           session.  
18           b. On 06/19/22, Respondent billed Complainant \$187.50 for a 65-minute session.  
19           c. On 06/22/22, Respondent billed Complainant \$250 for a 95-minute session  
20           then \$62.50 for an 8-minute session.  
21           d. On 06/23/22, Respondent billed Complainant \$125 for a text session from  
22           10:40 – 11:30 after billing Complainant \$187.50 for an 84-minute session.  
23           e. Respondent billed \$62.50 for 13 separate phone sessions each under 15  
24           minutes.  
25

- 1 f. Respondent also billed roughly 17 phone calls that she identified as care  
2 coordination calls with other which were under 15 minutes long and billed  
3 \$62.50 for each of the 17 calls.
- 4 g. Respondent also billed for texting which included one day where she billed  
5 \$62.50 for 3 texts and another day where she billed \$62.50 for 101 texts.
- 6 h. On 07/02/22, Respondent billed Complainant \$125 for 10 text messages that  
7 she identified as coordination of services with treatment facilities.
- 8 i. Additionally, there were some notes where the duration of the sessions did not  
9 align with the duration listed within the billing records.
- 10 j. On 07/12/22, Respondent billed Complainant \$62.50 for an 11-minute phone  
11 session, \$62.50 for an 18-minute phone session, \$62.50 for a 27-minute phone  
12 session, and \$125 for another 57-minute phone session.
- 13 k. On 07/15/22, Respondent billed Complainant \$125 for a 38-minute phone  
14 session, \$62.50 for a 24-minute phone session, \$125 for a 55-minute phone  
15 session, and \$62.50 for another 10-minute phone session.

16 34. According to the billing records, Respondent would bill for several conversations  
17 with Complainant and/or Sister yet there would only be one progress note for those conversations.

18 35. On 06/22/22, Complainant, unprompted, texted Respondent a screenshot of his  
19 bank account balance.

20 36. Respondent acknowledged she was aware of Complainant's financial situation  
21 and the businesses he had owned, but notes that this did not play a role in her fees.

22 37. Respondent had a fee schedule that charged for increments of time and if a  
23 session went over a set time, then the client would be charged for the next increment.

24 38. Respondent would bill for phone calls that were less than 30 minutes at a rate she  
25 charged for 30-minute sessions.



1           39.     Respondent represents Complainant was in a crisis and knew Complainant had  
2 been drinking yet continued to collect fees from Complainant.

3           40.     Respondent has attempted to refund the fees to Respondent, who refuses those  
4 efforts.

5           41.     During an investigative interview, Respondent represented the following regarding  
6 her documentation and billing practices:

7           a.     Respondent emailed Complainant the informed consents for his signature and  
8               discussed and requested it be signed numerous times but she continued  
9               treating him without signed consents since Complainant provided verbal  
10              consent.

11          b.     Respondent typically does not allow verbal consent for treatment but  
12               Respondent felt like Complainant was in crisis.

13          c.     Respondent does not typically provide telehealth substance use services.

14          d.     Respondent felt she had the treatment goals in her progress notes and just did  
15               not develop a separate treatment plan.

16          e.     Respondent typically has separate treatment plans for her other clients.

17          f.     Respondent would not develop separate notes for each interaction within the  
18               same day since Complainant would call for a session at any given moment.

19          g.     Respondent is not sure when she became aware that her progress notes did  
20               not meet Board requirements but believes it was sometime after the complaint  
21               was filed.

22          h.     Respondent obtained a verbal release of information from Complainant and  
23               felt that was sufficient to speak with others regarding Complainant.

24          i.     Respondent typically does not accept verbal release of information  
25               authorizations from clients.

1 j. Respondent has not billed clients for texting before.

2 k. Respondent represented she would bill in half hour increments for time spent  
3 within a half hour, and felt she could do this in her practice.

4 l. Respondent acknowledged her informed consents do not specify how she  
5 would bill for texting or coordination of care services.

6 42. Respondent's informed consent does not require an indication that she would be  
7 charging for texting or that she would automatically round up to the next half hour only that  
8 Complainant has the right to be informed of all fees (see R4-6-1011 (2h)).

9 43. Due to these documentation concerns, Board staff randomly subpoenaed 3 client  
10 files from Respondent's caseload to determine whether documentation deficiencies were a  
11 common theme.

12 44. All 3 clinical records included deficiencies regarding the Notice of Privacy Practices  
13 and Informed Consent for Psychotherapy, the Telehealth Treatment Consent, and the Informed  
14 Consent for Counseling.

15 45. In addition, all progress notes were signed by Respondent on 02/18/23, following  
16 Board staff's investigative interview, all treatment plans failed to include a review date for the  
17 treatment plan, and the treatment plans were signed and dated in 02/23, following Board staff's  
18 investigative interview.

19 46. Board staff only requested random clinical records for 3 clients and Respondent  
20 provided updated and changed clinical records for Complainant when she provided the 3 random  
21 clinical records for other clients.

22 47. Board staff had concerns regarding the updated and changed records for  
23 Complainant, such as a new treatment plan, inclusion of text notes from text messages in an  
24 informed consent, and new ROIs noting verbal consent.

25 ...

1 48. Even after being notified of the deficiencies within her informed consent  
2 documents, Respondent provided an updated informed consent which still failed to include the  
3 following minimum Board requirements:

- 4 a. Despite indicating that the treatment goals and treatment plan will be discussed  
5 with the client, it does not indicate the periodic review and revision of the  
6 client's treatment plan
- 7 b. A section for the dated signature from an authorized representative of the  
8 behavioral health entity.

9 49. Board staff followed up with various questions and Respondent responded as  
10 follows:

- 11 a. Respondent lacked familiarity with the records system she was using.
- 12 b. Respondent knew she was missing treatments plans for two of the random  
13 clinical records requested and created them in 02/23.
- 14 c. Respondent created and dated Complainant's treatment plan for 06/17/22 after  
15 the investigative interview.
- 16 d. Respondent signed and backdated ROIs in Complainant's file.
- 17 e. Respondent thought Board staff was asking for corrected and modified  
18 documents so she made revisions to the chart and recreated progress notes  
19 for Complainant following the interview with Board staff, believing that she had  
20 been tasked with making the changes to address the Board's concerns with  
21 deficiencies.

22 50. On 09/19/22, Complainant emailed and sent a letter to Respondent requesting his  
23 signed informed consents and billing records.

24 ...

25 ...



1                   **1.06 (a) Conflicts of Interest**

2                   Social workers should be alert to and avoid conflicts of interest that interfere with  
3                   the exercise of professional discretion and impartial judgment. Social workers  
4                   should inform clients when a real or potential conflict of interest arises and take  
5                   reasonable steps to resolve the issue in a manner that makes the clients' interests  
6                   primary and protects clients' interests to the greatest extent possible. In some  
7                   cases, protecting clients' interests may require termination of the professional  
8                   relationship with proper referral of the client.

9                   3.        The conduct and circumstances described in the Findings of Fact constitute a  
10                  violation of A.R.S. § 32-3251(16)(r), providing behavioral health services that are clinically  
11                  unjustified or unsafe or otherwise engaging in activities as a licensee that are unprofessional by  
12                  current standards of practice.

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

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

19                         A.A.C. R4-6-1101. Consent for Treatment

20                         A.A.C. R4-6-1102. Treatment Plan

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

22                         A.A.C. R4-6-1104. Financial and Billing Records

23                         A.A.C. R4-6-1105. Confidentiality

24                         A.A.C. R4-6-1106. Telepractice


25



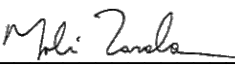
1 c. A written protocol for developing an appropriate referral for continuation of care  
2 for Respondent's current clients.

3 d. A list of Respondent's current clients and the timeframe for terminating services  
4 to each client. The timeframe for terminating services shall not exceed 30 days.

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

6   
7 Maia L. Pellegrini Jun 20, 2023  
8 Maia Pellegrini (Jun 20, 2023 14:53 PDT) Date

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

10 By:   
11 TOBI ZAVALA, Executive Director Jun 21, 2023  
12 Arizona Board of Behavioral Health Examiners Date

13 **ORIGINAL** of the foregoing filed Jun 21, 2023  
14 with:

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

18 **EXECUTED COPY** of the foregoing sent electronically Jun 21, 2023 to:

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

23 Maia L. Pellegrini  
24 Address of Record  
25 Respondent

Robin E. Burgess  
Sanders & Parks  
3030 North Third Street, Suite 1300  
Phoenix AZ 85012  
Attorney for Respondent

# Pellegrini Consent Agreement

Final Audit Report


2023-06-21

Created:	2023-06-20
By:	Jarret Carver (jarett.carver@azbbhe.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFsYR7v7r_A554Vm-1DueVS-Er9wjk5gK


## "Pellegrini Consent Agreement" History

-  Document created by Jarret Carver (jarett.carver@azbbhe.us)  
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-  Signer maiapellegrini@yahoo.com entered name at signing as Maia Pellegrini  
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-  Document e-signed by Maia Pellegrini (maiapellegrini@yahoo.com)  
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2023-06-20 - 9:55:51 PM GMT- IP address: 4.36.124.56
-  Signer robin.burgess@sandersparks.com entered name at signing as Robin Burgess  
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-  Document receipt acknowledged by Robin Burgess (robin.burgess@sandersparks.com)  
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 Document approved by Tobi Zavala (tobi.zavala@azbbhe.us)

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 Agreement completed.

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