

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 1. Respondent is the holder of License No. LPC-17058 for the practice of
9 counseling in the State of Arizona.

10 2. On 01/01/18, Respondent received her LPC with the Board through endorsement
11 and has been in private practice ("Private Practice").

12 3. On 11/04/22, the Board received a complaint indicating that Respondent had
13 been treating Complainant individually since 2019 and about a year later, Complainant's partner
14 ("Girlfriend") began services with Respondent with Complainant for couples counseling.

15 4. During the time Respondent was treating Complainant and Girlfriend, she asked
16 Complainant and Girlfriend to housesit Respondent's home and take care of her dog in which
17 Complainant and Girlfriend in fact stayed overnight at Respondent's home several different
18 times.

19 5. During Complainant's and Girlfriend's stay at Respondent's home, Respondent
20 notified them that her client records were not securely locked up and asked that they do not look
21 at them.

22 6. In 2021 while an active client, Respondent requested Girlfriend to edit
23 Respondent's book in exchange for free therapy sessions.

24 7. In Respondent's 11/16/22 response to the Board complaint, she stated the
25 following:

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- a. Complainant is correct that Respondent saw Girlfriend and Complainant for individual and couples' sessions simultaneously.
- b. Complainant volunteered to dog sit for Respondent and Girlfriend also offered to help Respondent edit her book and each service would be paid for upon delivery.
- c. Respondent's client files are organized and secured in a private office.
- d. Respondent told Complainant that there were secure files in her home when Complainant was staying in the room where she performed her telehealth duties.
- e. Respondent had Complainant and Client sign a HIPAA confidentially agreement to avoid any breach of HIPAA laws.
- f. Respondent should have called for a welfare check after Complainant called Licensee to tell her he had a knife and was thinking about harming himself despite Complainant no longer being her client.
- g. Respondent should have referred Girlfriend to a different therapist after Girlfriend and Complainant's breakup.

8. Girlfriend is currently an active client of Respondent's.

9. Respondent impeded the client's therapeutic relationship by allowing them to dog sit and edit Respondent's book while they were receiving psychotherapy services from Respondent.

10. Respondent extended the therapeutic boundaries and engaged in a dual relationship by having this business type relationship with active therapy clients.

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1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could
7 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.
8 For the purposes of this subdivision, "dual relationship" means a licensee simultaneously
9 engages in both a professional and nonprofessional relationship with a client that is avoidable
10 and not incidental.

11 **ORDER**

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

14 1. Respondent's license, LPC-17058, shall be surrendered to the Board, effective
15 from the date of entry as signed below.

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

17 **Practice Termination Plan**

18 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall
19 submit a written plan for terminating their private practice for pre-approval by the Board Chair or
20 designee. At a minimum, the proposed termination plan must include each of the following:

21 a. A written protocol for the secure storage, transfer and access of the clinical
22 records of Respondent's clients and former clients.

23 b. The procedure by which Respondent shall notify each client and former client
24 in a timely manner regarding the future location of the clinical records of

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1 Respondent's clients and former clients and how those records can be
2 accessed after the termination of Respondent's practice.


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

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

8
9 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

10 
11 Dejaye Botkin-Nagie Dec 14, 2022
Date

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

13 By: 
14 TOBI ZAVALA, Executive Director Jan 18, 2023
15 Arizona Board of Behavioral Health Examiners Date

16 **ORIGINAL** of the foregoing filed Jan 18, 2023
17 with:

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

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

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

24 Dejaye Botkin-Nagie
25 Address of Record
Respondent