

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

3 **In the Matter of:**

4 **Jennifer L. Silvas, LAC-20502,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0080
2024-0116

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
10 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
11 and 41-1092.07(F)(5), Jennifer L. Silvas (“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 1. Respondent is the holder of License No. LAC-20502 for the practice of
9 counseling in Arizona.

10 **Complaint No. 2023-0080**

11 2. Prior to becoming licensed, Respondent had a business (“Agency 1”), which
12 provided support groups services and parenting classes.

13 3. In 12/21, in order to add therapy services to Agency 1, Respondent applied and
14 was approved for supervised private practice.

15 4. Respondent later separated her therapy practice from Agency 1 and created a
16 separate entity (“Agency 2”).

17 5. From 02/22 – 06/22, Respondent provided therapy services to a client (“Mother”)
18 at Agency 1 and continued to provide services through Agency 2 until 09/22.

19 6. Mother wanted to work on her struggles with her divorce and being separated
20 from her children in therapy.

21 7. During Mother’s treatment, Respondent testified on court at Mother’s and her
22 attorney’s request.

23 8. In 03/22, Respondent was empowered by the court to organize therapeutic
24 supervised time with Mother.

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1 9. Respondent represented, during an investigative interview, that she advocated
2 for her involvement at the beginning and the service was going to be both supervised parenting
3 time and therapy.

4 10. Due to not being able to coordinate therapeutic supervised visitation services,
5 Respondent did not provide the service and therapy services with Mother continued.

6 11. In a 09/22 Minute Entry, it was agreed that Respondent would provide
7 supervision to Mother's parenting time.

8 12. Mother's last therapy session was on 09/20/22, and Mother was discharged from
9 therapy services at Agency 2 on 09/27/22 with the agreement that she could restart services at
10 any point.

11 13. On 09/24/22, a supervised parenting time visit through Agency 1 took place.

12 14. From 09/22 – 12/22, supervised parenting time services continued and were
13 provided by both Respondent and other Agency 1 employees.

14 15. Respondent represented the following during her investigative interview:

15 a. Respondent terminated services with Mother because her treatment goals
16 were met.

17 b. Respondent did not feel it would be appropriate to continue therapy services
18 because Mother was going to be receiving supervised parenting time
19 services.

20 c. Respondent decided it would be appropriate to provide this service to a
21 former therapy client due to her interpretations of the Board's rules.

22 16. Respondent shifted from a therapeutic provider role and into a role facilitating
23 parenting time for a former client.

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1 17. Respondent represented she previously believed it would have been appropriate
2 to have Mother return for therapy services because of their rapport and due to the belief it would
3 clinically benefit Mother.

4 18. While providing therapy services to Mother, Respondent wrote a 09/22 letter to
5 the court which outlined the following, in part:

6 a. Mother and her children would benefit from therapeutic sessions.

7 b. Mother would benefit from having a professionally trained parenting
8 supervisor and/or therapeutic visitation to use the skills learned in counseling.

9 c. A lack of consistency alienates mother.

10 d. Emotional distressed endured during visitation and a lack of professional
11 services undermines Mother.

12 19. Respondent went beyond providing factual information by including subjective
13 statements and recommendations.

14 20. Despite becoming aware that Mother's treatment would involve a high conflict
15 family and being involved in court proceedings early on in treatment, Respondent represented
16 the following regarding her experience:

17 a. Respondent was a brand-new therapist and did not know she was going to
18 be involved in a contentious case.

19 b. Respondent does not have any specialized training for working with high
20 conflict families or court cases.

21 21. A review of Respondent's social media showed her Facebook page included
22 various posts relating to Agency 1 and contained website links for Agency 1 and Agency 2.

23 22. In a 11/22 post, Respondent created a fundraiser for Agency 1 and asked for
24 donations to support a good cause.

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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)(l), engaging in any conduct, practice or condition that impairs
7 the ability of the licensee to safely and competently practice the licensee's profession.

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

12 **C.3.f Promoting to Those Served:**

13 Counselors do not use counseling, teaching, training, or supervisor
14 relationships to promote their products to training events in a manner
15 that is deceptive or would exert undue influence on individuals who
16 may be vulnerable. However, counselor educators may adopt
17 textbooks they have authored for instructional purposes.

18 4. The conduct and circumstances described in the Findings of Fact constitute a
19 violation of A.R.S. § 32-3251(16)(m) engaging or offering to engage as a licensee in activities
20 that are not congruent with the licensee's professional education, training or experience.

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

24 A.A.C. R4-6-1101, Consent for Treatment

25 A.A.C. R4-6-1102, Treatment Plan

- 1 A.A.C. R4-6-1103, Client Record
- 2 A.A.C. R4-6-1104, Financial and Billing Records
- 3 A.A.C. R4-6-1105, Confidentiality
- 4 A.A.C. R4-6-1106, Telepractice

ORDER

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

- 8 1. Respondent's license, LAC-20502, shall be surrendered to the Board, effective
 9 from the date of entry as signed below.
- 10 2. The surrender shall be considered a revocation of Respondent's license.

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

12 <u><i>Jennifer Silvas</i></u> <small>Jennifer Silvas (Nov 6, 2023 15:41 MST)</small> 13 Jennifer L. Silvas	12 <u>Nov 6, 2023</u> 13 Date
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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

15 By: <u><i>Moli Zavala</i></u> 16 TOBI ZAVALA, Executive Director 17 Arizona Board of Behavioral Health Examiners	15 <u>Nov 13, 2023</u> 16 Date
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18 **ORIGINAL** of the foregoing filed Nov 13, 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 Nov 13, 2023
 24 to:

24 Mona Baskin
 25 Assistant Attorney General
 2005 North Central Avenue
 Phoenix, AZ 85004

1 Jennifer L. Silvas
2 Address of Record
3 Respondent

3 Michael Goldberg
4 16427 N Scottsdale Rd., Suite 200
5 Scottsdale, AZ 85254
6 Attorney for Respondent

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