

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

2 **In the Matter of:**

3 **Elizabeth S. Thomas, LMSW-19224,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona,**

6 **RESPONDENT**

CASE NO. 2023-0109


**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 31, 2023. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated July 31, 2023.

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 31, 2023.

15 By: 
16 Tobi Zavala (Nov 4, 2024 07:50 MST)
17 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Nov 4, 2024
Date

18 **ORIGINAL** of the foregoing filed Nov 4, 2024
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 4, 2024
24 to:

25 Elizabeth S. Thomas
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Elizabeth S. Thomas, LMSW-19224**
5 **Licensed Master Social Worker,**
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7 **RESPONDENT**

CASE NO. 2023-0109
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), Elizabeth S. Thomas ("Respondent") and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as
13 a final 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

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
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. LMSW-19224 for the practice of Social
15 Work in the State of Arizona.

16 2. From 03/22 – 12/22, Respondent was employed at Agency as a therapist.

17 3. Respondent tendered her resignation and provided a two weeks' notice.

18 4. 12/05/22 was Respondent's last day with Agency and during a close out
19 discussion, Respondent reported shredding informed consent documents, treatment plans, and
20 demographic information documents for discharged clients.

21 5. Upon review of information provided by Complainant, it was noted that at least 38
22 clients that Respondent treated failed to include an informed consent within the clinical records
23 and another 2 clients failed to have any sort of treatment plan within the clinical records.

1 6. Furthermore, Board staff obtained 4 random clinical records for clients
2 Respondent treated and two of the four sets of records failed to include any consent for
3 treatment documents.

4 ...

5 7. During Board staff's investigation, Respondent acknowledged shredding various
6 paper documents which included informed consents and treatment plans.

7 8. Respondent represented she shredded these documents upon her departure
8 from Agency to protect those clients' confidentiality as they were not returning to Agency.

9 9. Respondent acknowledged not consulting with anyone about what to do with
10 various paper clinical records, and admits she was not instructed to do so.

11 10. Despite Respondent representing she learned about retention of records after
12 renewing her license in 01/23 and taking the Board's tutorial on Arizona rules and statutes, she
13 also took the same tutorial in 02/21 when she obtained licensure with the Board.

14 11. Respondent inappropriately disposed of clinical records for numerous clients.

15 **CONCLUSIONS OF LAW**

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

19 2. The conduct and circumstances described in the Findings of Fact constitute a
20 violation of A.R.S. § 32-3251(16)(hh), failing to retain records pursuant to section 12-2297.

21 **ORDER**

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

24 1. Respondent's license, LMSW-19224, will be placed on probation for 12 months,
25 effective from the date of entry as signed below.

1 2. Respondent shall not practice under their license, LMSW-19224, unless they are
2 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
3 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
4 ...

5 shall immediately notify the Board in writing and shall not practice under their license until they
6 submit a written request to the Board to re-commence compliance with this Consent
7 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

12 Continuing Education

13 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
14 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
15 hours of continuing education in current Arizona documentation. All required continuing
16 education shall be pre-approved by the Board Chair or designee. Upon completion,
17 Respondent, shall submit to the Board a certificate of completion of the required continuing
18 education to the Board.

19 Clinical Supervision

20 5. While on probation, Respondent shall submit to clinical supervision for 12 months
21 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
22 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
23 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
24 by the Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the
25 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that

1 letter, the clinical supervisor must address why they should be approved, acknowledge that they
2 have reviewed the Consent Agreement and include the results of an initial assessment and a
3 supervision plan regarding the proposed supervision of Respondent. The letter from the
4 supervisor shall be submitted to the Board.

5 **Focus and Frequency of Clinical Supervision**

6 6. The focus of the supervision shall focus on Arizona documentation, Board
7 statutes and rules, decision tree process, record storage, and self-advocacy. Respondent shall
8 meet individually in person with the supervisor for a minimum of twice monthly.

9 **Reports**

10 7. Once approved, the supervisor shall submit quarterly reports for review and
11 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
12 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
13 more frequent supervision is needed. Quarterly reports shall include the following:

- 14 a. Dates of each clinical supervision session.
- 15 b. A comprehensive description of issues discussed during supervision
16 sessions.

17 8. All quarterly supervision reports shall include a copy of clinical supervision
18 documentation maintained for that quarter. All clinical supervision documentation maintained by
19 the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).

20 9. After Respondent's probationary period, the supervisor shall submit a final
21 summary report for review and approval by the Board Chair or designee. The final report shall
22 also contain a recommendation as to whether the Respondent should be released from this
23 Consent Agreement.

24 **Change of Clinical Supervisor During Probation**

1 10. If, during the period of Respondent's probation, the clinical supervisor determines
2 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
3 the end of supervision and provide the Board with an interim final report. Respondent shall
4 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
5 ...
6 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
7 proposed clinical supervisor shall provide the same documentation to the Board as was required
8 of the initial clinical supervisor.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

11 11. Respondent shall not provide clinical supervision to associate level licensees
12 accruing and submitting hours towards independent licensure while subject to this Consent
13 Agreement.

14 **Civil Penalty**

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

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

24 14. Within 10 days of being notified of the lifting of the stay, Respondent may request
25 that the matter be reviewed by the Board for the limited purpose of determining whether the

1 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
2 receives the written request within 10 days or less of the next regularly scheduled Board
3 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
4 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
5 review.

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

11 16. If Respondent currently sees clients in their own private practice, and obtains any
12 other type of behavioral health position, either as an employee or independent contractor, where
13 they provide behavioral health services to clients of another individual or agency, they shall
14 comply with requirements set forth in paragraphs 17 through 19 below.

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

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

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 ...
6 within 10 days, as required, Respondent's failure to provide the required statement to the Board
7 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
8 employer(s) with a copy of the Consent Agreement.

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

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

1 21. 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 ...
6 evidence that they have successfully satisfied all terms and conditions in this Consent
7 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
8 this Consent Agreement have been met and whether Respondent has adequately demonstrated
9 that they have addressed the issues contained in this Consent Agreement. In the event that the
10 Board determines that any or all terms and conditions of this Consent Agreement have not been
11 met, the Board may conduct such further proceedings as it determines are appropriate to
12 address those matters.


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

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

17 24. This Consent Agreement shall be effective on the date of entry below.

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

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

22 
Elizabeth Thomas (Jul 31, 2023 09:35 PDT)

23 Elizabeth S. Thomas

Jul 31, 2023

Date

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

M. Zavala

Jul 31, 2023

By: _____

_____ Date

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Jul 31, 2023

ORIGINAL of the foregoing filed _____
with:

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

Jul 31, 2023

EXECUTED COPY of the foregoing sent electronically _____
to:

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

Elizabeth S. Thomas
Address of Record
Respondent