

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

3 **In the Matter of:**

4 **Danielle I. Zia, LAC-21152,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0150
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), Danielle I. Zia (“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 and the lifting of the stay of suspension.

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. LAC-21152 for the practice of
15 counseling in the State of Arizona.

16 2. In 03/06/23, the Board received a complaint against Respondent alleging
17 behavioral health issues.

18 3. On 04/04/23, following communications with Board staff, Respondent agreed to
19 enter into an Interim Consent Agreement while she tends to her behavioral health.

20 4. On 03/26/24, Respondent requested to be released from the Interim Consent
21 Agreement.

22 5. A review of Respondent's treatment records show a history of behavioral health
23 struggles and she currently maintains three providers to address her behavioral health.

24 6. Since the 03/23 incident, Respondent's records and statements from her
25 providers show stability in her behavioral health.

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 **ORDER**

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

11 **Stayed Suspension**

12 1. As of the effective date of this Consent Agreement, Respondent's license, LAC-
13 21152, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
14 Respondent's license shall be placed on probation.

15 2. During the stayed suspension portion of the Order, if Respondent is
16 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
17 and Respondent's license shall be automatically suspended as set forth above.

18 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
19 Respondent shall request in writing, within 10 days of being notified of the automatic
20 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
21 and determine if the automatic suspension of Respondent's license was supported by clear and
22 convincing evidence.

23 4. If the written request is received within 10 days of a regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
25 scheduled Board meeting.

1 5. Pending the Board's review, Respondent's license shall be reported as
2 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
3 health professional pending the Board's review. The Board's decision and Order shall not be
4 subject to further review.

5 6. Respondent's license, LAC-21152, will be placed on probation for 24 months,
6 effective from the date of entry as signed below.

7 7. Respondent shall not practice under their license, LAC-21152, unless they are
8 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
9 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
10 shall immediately notify the Board in writing and shall not practice under their license until they
11 submit a written request to the Board to re-commence compliance with this Consent
12 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

17 **Practice Restriction**

18 9. While on probation, if Respondent engages in the practice of behavioral health,
19 Respondent may not participate in supervised private practice.

20 **Continuing Education**

21 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within
22 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
23 hours of continuing education addressing self-care/burnout. All required continuing education
24 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
25 submit a certificate of completion of the required continuing education.

1 **Therapy**

2 11. During the period of probation, Respondent shall attend therapy for 24 months
3 with a masters or higher-level behavioral health professional licensed at the independent level.
4 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
5 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
6 designee. Also, within 30 days of the date of this Consent Agreement, the therapist shall submit
7 a letter addressing why they should be approved, acknowledging that they have reviewed the
8 Consent Agreement and include the results of an initial assessment and a treatment plan
9 regarding the proposed treatment of Respondent.

10 12. Upon approval, the Board will provide the therapist with copies of any required
11 evaluations completed at the request of the Board prior to this Consent Agreement and the
12 Board's investigative report.

13 **Focus and Frequency of Therapy**

14 13. The focus of the therapy shall relate to boundaries, triggers, self-care, and
15 support. Respondent shall meet with the therapist no less than once monthly for the first 12
16 months. The frequency for the remaining 12 months will be at the recommendation of the
17 therapist, which may include early release.

18 **Reports**

19 14. Once approved, the therapist shall submit quarterly reports and a final summary
20 report to the Board for review and approval. The quarterly reports shall include issues presented
21 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
22 more frequent therapy is needed. The reports shall address Respondent's current mental health
23 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
24 professional opinion, Respondent becomes unable to practice psychotherapy safely and

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1 competently. The final report shall also contain a recommendation as to whether the
2 Respondent should be released from this Consent Agreement.

3 **Change of Therapist**

4 15. In the event that, during the period of Respondent's probation, Respondent's
5 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
6 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
7 within 30 days of the discontinued treatment. Also, within 30 days of the date of the
8 discontinued treatment, the proposed therapist shall submit a letter addressing why they should
9 be approved, acknowledging that they have reviewed the Consent Agreement, and include the
10 results of an initial assessment and a treatment plan regarding the proposed treatment of
11 Respondent.

12 **Medication Management**

13 16 During the period of probation, Respondent shall receive medication
14 management for 24 months as recommended by a medical practitioner with expertise in the
15 treatment of behavioral health issues. Within 30 days of the date of this Consent Agreement,
16 Respondent shall submit the name of a medical practitioner for pre-approval by Board Chair or
17 designee. Respondent may submit the name of their current medical practitioner for
18 consideration.

19 17. Also, within 30 days of the date of this Consent Agreement, the medical
20 practitioner shall submit a letter addressing why they should be approved, acknowledging that
21 they have reviewed the Consent Agreement and include the results of an initial assessment
22 and a treatment plan regarding the proposed treatment of Respondent. The proposed
23 treatment plan shall address the frequency of medical treatment required.

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1 18. Upon approval, the Board will provide the medical practitioner with copies of any
2 required evaluations completed at the request of the Board prior to this Consent Agreement and
3 the Board's investigative report.

4 **Focus and Frequency of Medical Treatment**

5 19. The focus of the medical treatment shall relate to the relevant concerns
6 identified in this Consent Agreement, the evaluations completed at the Board's direction, and/or
7 the Board's investigative report. Respondent shall meet in person with the medical practitioner
8 in accordance with the frequency identified in the treatment plan approved by the Board Chair
9 or designee.

10 **Medical Treatment Reports**

11 20. Once approved, the medical practitioner shall submit quarterly reports for review
12 and approval by the Board Chair or designee.

13 21. The reports shall include issues presented in this Consent Agreement and/or the
14 Board's investigative report that need to be reported. The reports shall also address
15 Respondent's current medical status, medications prescribed, if any, treatment
16 recommendations, and shall report if, in their professional opinion, Respondent is unable to
17 practice psychotherapy safely and competently.

18 22. Within 30 days prior to Respondent's written request for release from probation,
19 Respondent's medical practitioner shall submit a final report for review and approval by the
20 Board Chair or designee. In addition to the issues addressed in previous reports, the final report
21 shall also contain a recommendation as to whether the Respondent should be released from
22 this Consent Agreement.

23 23. If, during the period of Respondent's probation, Respondent's medical
24 practitioner determines that they cannot continue treatment, they shall notify the Board within 10

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1 days of the end of Respondent's treatment and provide the Board with an interim final report.

2 **Change of Medical Practitioner**

3 24. In the event that, during the period of Respondent's probation, Respondent's
4 Board-approved medical practitioner discontinues treatment, Respondent shall submit the name
5 of a new medical practitioner and the medical practitioner's curriculum vitae for pre-approval by
6 the Board Chair or designee within 30 days of the discontinued treatment. Also, within 30 days
7 of the date of the discontinued treatment, the proposed medical practitioner shall submit a letter
8 addressing why they should be approved, acknowledging that they have reviewed the Consent
9 Agreement, and include the results of an initial assessment and a treatment plan regarding the
10 proposed treatment of Respondent.

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

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

16 **Civil Penalty**

17 26. Subject to the provisions set forth in paragraph 27, the Board imposes a civil
18 penalty against the Respondent in the amount of \$1,000.00.

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

1 28. Within 10 days of being notified of the lifting of the stay, Respondent may request
2 that the matter be reviewed by the Board for the limited purpose of determining whether the
3 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
4 receives the written request within 10 days or less of the next regularly scheduled Board
5 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
6 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
7 review.

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

13 30. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 31 through 33 below.

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

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1 32. If Respondent is not employed as of the effective date of this Order, within 10
2 days of accepting employment in a position where Respondent provides any type of behavioral
3 health related services or in a setting where any type of behavioral health, health care, or social
4 services are provided, Respondent shall provide the Board Chair or designee with a written
5 statement providing the contact information of their new employer and a signed statement from
6 Respondent's new employer confirming Respondent provided the employer with a copy of this
7 Consent Agreement. If Respondent does not provide the employer's statement to the Board
8 within 10 days, as required, Respondent's failure to provide the required statement to the Board
9 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
10 employer(s) with a copy of the Consent Agreement.

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

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1 34. Respondent shall practice behavioral health using the name under which they
2 are licensed. If Respondent changes their name, they shall advise the Board of the name
3 change as prescribed under the Board's regulations and rules.

4 35. Prior to the release of Respondent from probation, Respondent must submit a
5 written request to the Board for release from the terms of this Consent Agreement at least 30
6 days prior to the date they would like to have this matter appear before the Board. Respondent
7 may appear before the Board, either in person or telephonically. Respondent must provide
8 evidence that they have successfully satisfied all terms and conditions in this Consent
9 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
10 this Consent Agreement have been met and whether Respondent has adequately demonstrated
11 that they have addressed the issues contained in this Consent Agreement. In the event that the
12 Board determines that any or all terms and conditions of this Consent Agreement have not been
13 met, the Board may conduct such further proceedings as it determines are appropriate to
14 address those matters.

15 36. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

17 37. Respondent shall be responsible for ensuring that all documentation required in
18 this Consent Agreement is provided to the Board in a timely manner.

19 38. This Consent Agreement shall be effective on the date of entry below.

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

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

24 *Danielle Zia*
25 _____
Danielle I. Zia

Jul 22, 2024

Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: *Tobi Zavala* Jul 22, 2024
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Jul 22, 2024
with:

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

EXECUTED COPY of the foregoing sent electronically Jul 22, 2024
to:

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

Danielle I. Zia
Address of Record
Respondent

Michael Goldberg
16427 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85254
Attorney for Respondent

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

3 **In the Matter of:**

4 **Danielle I. Zia, LAC-21152,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2023-0150
INTERIM CONSENT AGREEMENT

8 By mutual agreement and understanding, between the Arizona State Board of
9 Behavioral Health Examiners (“Board”) and Danielle I. Zia (“Respondent”), the parties enter
10 into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Interim
11 Consent Agreement”) as an interim disposition of this matter.

12 **RECITALS**

13 Respondent understands and agrees that:

14 1. The Board may adopt this Interim Consent Agreement, or any part thereof,
15 pursuant to A.R.S. § 32-3251 *et seq.* and A.R.S. § 41-1092.07(F)(5).

16 2. Respondent has read and understands this Interim Consent Agreement as set
17 forth herein, and has had the opportunity to discuss this Interim Consent Agreement with an
18 attorney or has waived the opportunity to discuss this Interim Consent Agreement with an
19 attorney. Respondent voluntarily enters into this Interim Consent Agreement and by doing so
20 agrees to abide by all of its terms and conditions.

21 3. By entering into this Interim Consent Agreement, Respondent freely and
22 voluntarily relinquishes all rights to an administrative hearing on the matters set forth herein, as
23 well as all rights of rehearing, review, reconsideration, appeal, judicial review or any other
24 administrative and/or judicial action, concerning the matters related to the Interim Consent
25 Agreement.

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently pending
3 before the Board and does not constitute any waiver, express or implied, of the Board's
4 statutory authority or jurisdiction regarding any other pending or future investigations, actions,
5 or proceedings. Respondent also understands that acceptance of this Interim Consent
6 Agreement does not preclude any other agency, subdivision, or officer of this State from
7 instituting civil or criminal proceedings with respect to the conduct that is the subject of this
8 Interim Consent Agreement. Respondent does not intend their acceptance of this Interim
9 Consent Agreement to constitute an admission of any fact or facts and they enter into this
10 agreement as an interim compromise of a pending matter. Respondent further does not
11 relinquish their rights to an administrative hearing, rehearing, review, reconsideration, judicial
12 review or any other administrative and/or judicial action, concerning the matters related to a
13 final disposition of this matter, unless they affirmatively does so as part of the final resolution of
14 this matter.

15 5. Respondent acknowledges and agrees that upon signing this Interim Consent
16 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their
17 acceptance of this Interim Consent Agreement or make any modifications to it. Any
18 modification of this original document is ineffective and void unless mutually approved by the
19 parties in writing.

20 6. Respondent understands that this Interim Consent Agreement shall not become
21 effective unless and until it is adopted by the Board and signed by its Executive Director.

22 7. Respondent understands and agrees that if the Board does not adopt this
23 Interim Consent Agreement, they will not assert in any future proceedings that the Board's
24 consideration of this Interim Consent Agreement constitutes bias, prejudice, prejudgment, or
25 other similar defense.

1 8. Respondent acknowledges and agrees that the acceptance of this Consent
2 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
3 other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
5 preclude in any way any other state agency or officer or political subdivision of this state from
6 instituting proceedings, investigating claims, or taking legal action as may be appropriate now
7 or in the future relating to this matter or other matters concerning Respondent, including but not
8 limited to violations of Arizona’s Consumer Fraud Act. Respondent acknowledges that, other
9 than with respect to the Board, this Consent Agreement makes no representations, implied or
10 otherwise, about the views or intended actions of any other state agency or officer or political
11 subdivision of the state relating to this matter or other matters concerning Respondent.

12 9. Respondent understands that this Interim Consent Agreement is a public record
13 that may be publicly disseminated as a formal action of the Board, and that it shall be reported
14 as required by law to the National Practitioner Data Bank.

15 10. Respondent understands that this Interim Consent Agreement does not alleviate
16 their responsibility to comply with the applicable license-renewal statutes and rules. If this
17 Interim Consent Agreement remains in effect at the time Respondent’s behavioral health
18 licenses come up for renewal, they must renew their license(s) if Respondent wishes to retain
19 their license(s). If Respondent elects not to renew their license(s) as prescribed by statute and
20 rule, Respondent’s license(s) will not expire but rather, by operation of law (A.R.S. § 32-3202),
21 become suspended until the Board takes final action in this matter. Once the Board takes final
22 action, in order for Respondent to be licensed in the future, they must submit a new application
23 for licensure and meet all of the requirements set forth in the statutes and rules at that time.

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1 11. Respondent understands that any violation of this Interim Consent Agreement
2 constitutes unprofessional conduct under A.R.S. § 32-3251(16)(n), violating a formal order,
3 consent agreement, term of probation or stipulated agreement, and may result in disciplinary
4 action under A.R.S. § 32-3281.

5 Respondent understands and agrees that:

6 **INTERIM FINDINGS OF FACT**

- 7 1. The Board is the duly constituted authority for licensing and regulating the
8 practice of Counseling in the State of Arizona.
- 9 2. Respondent is the holder of License No. LAC-21152.
- 10 3. Respondent agrees to voluntarily enter into this interim consent agreement while
11 she tends to her behavioral health recovery efforts.

12 **INTERIM CONCLUSIONS OF LAW**

- 13 1. The Board possesses subject matter and personal jurisdiction over Respondent
14 pursuant to A.R.S. § 32-3251 *et seq.*
- 15 2. The Board is authorized to enter into an interim consent agreement with a
16 licensed master social worker to limit or restrict the professional's practice in order to protect the
17 public and ensure that the professional is able to safely engage in the practice of Counseling
18 pursuant to A.R.S. § 32-3281.

19 **INTERIM ORDER**

20 Based on the Interim Findings of Fact and Interim Conclusions of Law, and pursuant to
21 the authority granted to the Board under A.R.S. § 32-3281:

22 **IT IS HEREBY ORDERED** that Respondent shall not practice under their license until
23 such time as they submit a written request for the reinstatement of their license to the Board and
24 the Board affirmatively approves Respondent's request for reinstatement. The Board may, in its
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1 discretion, require any combination of staff-approved physical, psychiatric, or psychological
2 examinations, or other types of examinations, evaluations or interviews it believes are
3 necessary to assist the Board in determining whether Respondent is able to safely and
4 competently return to the practice of Counseling. The Board's affirmative approval to permit
5 Respondent to return to practicing under their license shall not preclude the Board from taking
6 any other action it deems appropriate based upon the conduct set forth in the Interim Findings
7 of Fact.

8 Respondent's agreement not to practice under License No. LAC-21152 will be
9 considered an interim suspension of their license.

10
11 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

12 *Danielle Zia* Apr 4, 2023
13 Danielle I. Zia Date

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

15 By: *Mpli Zavala* Apr 17, 2023
16 TOBI ZAVALA, Executive Director Date
17 Arizona Board of Behavioral Health Examiners

18 **ORIGINAL** of the foregoing filed Apr 17, 2023
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically Apr 17, 2023
23 to:

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

1 Danielle I. Zia
2 Address of Record
3 Respondent

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

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