

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

3 **In the Matter of:**

4 **Taleigha M. Thompson, LMSW-7616T,**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NOS. 2023-0174**  
**2023-0176**  
**2023-0186**

**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), Taleigha M. Thompson (“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

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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 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-7616T for the practice of social  
15 work in the State of Arizona.

16 2. In 03/23 and 04/23, the Board received complaints against Respondent alleging  
17 she had a private practice that was not under supervision.

18 3. Private Practice's website indicated the following:

19 a. Respondent is an LMSW, Director of Operations, and therapist at Private  
20 Practice.

21 b. Respondent has over ten years of experience in the behavioral health field.

22 c. Therapy is for anyone who is open and willing to acknowledge their struggles.

23 d. Respondent has experience with adolescents, young adults, and middle-aged  
24 adults.

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- e. Respondent has a holistic approach since Respondent not only treats the mind, but the body and spirit as well.
- f. Respondent uses CBT, psychotherapy, mindfulness, trauma informed therapy, person centered planning and therapy, and family strategies therapy.
- g. A statement that Private Practice accepts insurance plans.
- h. By 2025, Private Practice will be serving California, Illinois, and New York and plans to develop community centers that help and enrich daily lives of the community, doula services, and mental health safe spaces such as coffee shops and gyms with personal certified trainers on site.

4. From 09/22 – 03/23, Private Practice’s social media posts included the following in part:

- a. A 09/18/22 post included a link to Private Practice’s website for counseling services.
- b. A 10/02/22 post indicated Private Practice was there for mental health needs and was accepting new intakes.
- c. A 10/22/22 post indicated someone had won a free year of counseling services with Private Practice and Private Practice is proud to serve the community and Phoenix area.
- d. An 11/11/22 post indicated Private Practice provides individual and family counseling and specializes in US Military counseling.
- e. A 02/25/23 post indicated there was openings for therapy and life coaching.
- f. A 03/09/23 post indicated Partner was a licensed therapist and had openings for therapy and life coaching.

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1           5.       Despite all of these advertisements clearly making it seem like Private Practice  
2 was a fully active and operating psychotherapy practice, Respondent represents that neither her  
3 nor Partner ever provided any psychotherapy services through Private Practice.

4           6.       Respondent represents the only services ever provided through Private Practice  
5 were coaching services.

6           7.       Respondent represents that coaching was never meant to be a service that  
7 Private Practice would offer.

8           8.       Respondent continued to advertise through Private Practice because she was  
9 working for Agency where she could provide therapy services, so she felt she was accurately  
10 advertising herself since she was legally able to provide various therapy services at Agency  
11 under supervision.

12          9.       Respondent represented the following regarding the various advertisements for  
13 different services Private Practice would offer:

14           a.       Respondent would make clients aware that Private Practice was not  
15           operating and that services were being provided through Agency.

16           b.       The out of state services was more of a dream for the future but Respondent  
17           knew you would need to be licensed in that state.

18           c.       Respondent wanted to become certified in doula services one day but  
19           acknowledged she was not currently certified.

20           d.       Respondent wanted people to see the type of therapist she was through  
21           these advertisements.

22           e.       Respondent was simply trying to get things in line for when they could open  
23           Private Practice.

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1 f. Despite Respondent believing her skills were accurately represented, she  
2 can see how this appears misleading by advertising through Private  
3 Practice's website and platforms when it was not in fact offering all of these  
4 services.

5 10. Respondent's advertisements are deceptive and misleading for the following  
6 reasons:

7 a. Respondent represents she was never offering psychotherapy services  
8 through Private Practice, yet all of the advertisements for several months  
9 indicate Private Practice was an active psychotherapy practice offering  
10 intakes and counseling services.

11 b. Private Practice was not offering doula services and it was a vision for the  
12 future.

13 c. Culture University was being advertised as an active entity, but Respondent  
14 represents nothing ever transpired with Culture University.

15 d. Private Practice's website indicated Respondent accepted insurance when in  
16 fact she was not able to accept insurance being an associate level licensee.

17 e. Respondent advertised free counseling for a year but Respondent represents  
18 Private Practice never provided counseling services.

19 f. Respondent in turn offered coaching services to a client but coaching was  
20 never advertised as a service offered by Private Practice through the website.

21 11. Respondent failed to consult with a supervisor she was working under prior to  
22 developing the website and all of these advertisements.

23 12. From 11/22 – 02/23, Respondent was employed as a therapist at Agency where  
24 she provided direct behavioral health services to clients.

25 13. Specifically, Respondent treated client AD at Agency from 12/07/22 – 02/23/23.

1 14. On 04/03/23, Respondent provided a coaching session to AD at Private Practice.

2 15. Nowhere within AD's clinical records at Agency was coaching listed as a  
3 recommendation for continuity of care.

4 16. At the onset of the coaching services, Respondent also failed to document her  
5 prior therapeutic relationship with AD, the rationale for transitioning them to coaching, and how  
6 there was no conflict of interest.

7 17. Despite Respondent documenting at the onset of coaching services that the  
8 services would be non-clinical and non-diagnostic, the focus of the therapy at Agency and  
9 Private Practice were the exact same.

10 18. Respondent felt it was appropriate to take a therapy client, transition them to  
11 coaching services and not provide psychotherapy modalities, and consider this not therapeutic  
12 when in fact the focus of services was the same the entire time.

13 19. It appears Respondent was using coaching as a way to circumvent the system to  
14 provide therapy services under the guise of a life coach since life coaching is a service not  
15 regulated by Board rules or laws.

16 20. Respondent also represented that the intention was to offer coaching temporarily  
17 so that she could ensure there was some sort of continuity of care in place.

18 21. Respondent in fact engaged in multiple roles with AD by acting as their therapist,  
19 then life coach, without clear boundaries and rationales being documented.

20 22. In addition to these concerns, Respondent also anticipated one day offering  
21 various services to clients once she began operating Private Practice such as doula services  
22 and other community-based services through Culture University, showing Respondent's

23 23. Respondent further acknowledged that AD actually needed therapy rather than  
24 coaching services.

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

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

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

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

16           6.     Respondent's license, LMSW-7568T, will be placed on probation for 24 months,  
17 effective from the date of entry as signed below.

18           7.     Respondent shall not practice under their license, LMSW-7568T, unless they are  
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
21 shall immediately notify the Board in writing and shall not practice under their license until they  
22 submit a written request to the Board to re-commence compliance with this Consent  
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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1 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
2 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
3 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
4 have reviewed the Consent Agreement and include the results of an initial assessment and a  
5 supervision plan regarding the proposed supervision of Respondent. The letter from the  
6 supervisor shall be submitted to the Board.

7 **Focus and Frequency of Clinical Supervision**

8 13. The focus of the supervision shall relate to boundaries, Arizona documentation,  
9 conflict of interest, professionalism, marketing, termination of services and Arizona statutes and  
10 rules. Respondent shall meet individually with the supervisor for a minimum of one hour weekly.

11 **Reports**

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

- 16 a. Dates of each clinical supervision session.
- 17 b. A comprehensive description of issues discussed during supervision  
18 sessions.
- 19 c. The results of each clinical documentation review by the supervisor.

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

23 16. After Respondent's probationary period, the supervisor shall submit a final  
24 summary report for review and approval by the Board Chair or designee. The final report shall

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1 also contain a recommendation as to whether the Respondent should be released from this  
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

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

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 18. 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 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil  
18 penalty against the Respondent in the amount of \$1,000.00.

19 20. 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           21.     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           22.     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           23.     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 25 through 27 below.

17           24.     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           25.    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           26.    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           27.     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           28.     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           29.     Respondent shall bear all costs relating to probation terms required in this  
16 Consent Agreement.

17           30.     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           31.     This Consent Agreement shall be effective on the date of entry below.

20           32.     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.

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

3   
4 Taleigha Thompson (Sep 21, 2023 13:22 PDT)

Taleigha M. Thompson

Sep 21, 2023

Date

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

6 By:   
7

8 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

Oct 10, 2023

Date

9 **ORIGINAL** of the foregoing filed Oct 10, 2023  
10 with:

11 Arizona Board of Behavioral Health Examiners  
12 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

13 **EXECUTED COPY** of the foregoing sent electronically Oct 10, 2023  
14 to:

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

17 Taleigha M. Thompson  
Address of Record  
18 Respondent