

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

3 **In the Matter of:**

4 **Elizabeth P. Diamond, LMFT-15390,**
5 **Licensed Marriage and Family Therapist,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0233
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 P. Diamond ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMFT-15390 for the practice of
15 marriage and family therapy in the State of Arizona.

16 2. At its 06/09/23 Board meeting, the Board reviewed a complaint against
17 Supervisee alleging she had been operating an unlawful private practice without Board
18 approval.

19 3. Throughout Board staff's investigation into this complaint against Supervisee, it
20 was noted that Respondent had provided clinical supervision to Supervisee during the
21 timeframe Supervisee was illegally operating Private Practice.

22 4. At the conclusion of the 06/09/23 meeting, the Board found Supervisee in
23 violation of unprofessional conduct for operating Private Practice illegally from 04/21 – 02/23

24 5. From 08/20 – 05/21, Respondent provided clinical supervision to Supervisee.

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1 6. Despite Respondent not signing an official clinical supervision agreement, she
2 developed one and only Respondent signed the supervision agreement.

3 7. Respondent represented the following during Board staff's investigation:

4 a. Respondent was aware Supervisee wanted to get into private practice.

5 b. Respondent thought Supervisee was discussing clients from Agency during
6 supervision where Supervisee was working as a guidance counselor.

7 c. Respondent never reviewed any clinical documentation for any clients
8 because she was never trained to review clinical documentation.

9 d. Respondent redirected Supervisee to the Board to inquire about exemptions
10 to the site visit for Supervisee's potential private practice.

11 8. A 03/26/20 email from Supervisee to Respondent clearly indicates Supervisee
12 was seeking an off-site supervisor to fulfill hours in a private practice setting where she would
13 see clients after work and on weekends while maintaining full-time employment the reservation.

14 9. Respondent does respond directing Supervisee to contact the Board with
15 questions around regarding the 03/26/20 email.

16 10. On 06/02/21, Supervisee emailed Respondent documentation for Supervised
17 Private Practice for Respondent to complete and Respondent represents she redirected
18 Supervisee to ask the Board about any exemption for the 60-day site visit requirement.

19 11. Respondent represents she thought she was supervising Supervisee's clients at
20 Agency when in fact a supervision note dated 05/07/21 discusses a client and his wife coming
21 to a future session together, clearly indicative that this was not a student at Agency.

22 12. Respondent is on the clinical supervisor registry as a Board approved supervisor
23 and Board staff notes the following concerns and issues:

24 a. The clinical supervision records did not meet Board requirements.

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- b. Supervisee was not providing psychotherapy services at Agency if that is where the clinical supervision was occurring.
- c. Respondent failed to review any clinical records or files which is a requirement of clinical supervision.
- d. The intent with this clinical supervision was for Supervisee to submit the hours accrued for her independent license at a later time.
- e. Respondent completed numerous CEUs in order to become a registered clinical supervisor on the Board's clinical supervisor registry which included the Board's clinical supervision tutorial which clearly covers requirements of clinical supervision, including a review of clinical documentation.
- f. Respondent represented she was not aware of Board rules regarding supervision and indicated she did not review clinical documentation since that is not a requirement of clinical supervision in Pennsylvania where she holds a license as well.

13. Supervisee in fact represented that she was under the impression Respondent was providing clinical supervision at Private Practice.

14. From 08/20 – 05/21, Respondent provided insufficient clinical supervision to Supervisee while Supervisee was actively operating an unlawful private practice while the intent was to submit hours for Supervisee's independent license.

CONCLUSIONS OF LAW

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

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1 **Continuing Education**

2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock
4 hours of continuing education in-person in clinical supervision training that meets requirements
5 in R4-6-214. All required continuing education shall be pre-approved by the Board Chair or
6 designee. Upon completion, Respondent shall submit a certificate of completion of the required
7 continuing education.

8 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock
10 hours of continuing education in behavioral health ethics. All required continuing education shall
11 be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a
12 certificate of completion of the required continuing education.

13 6. Respondent may submit continuing education completed since the filing of the
14 complaint for consideration.

15 **Early Release**

16 7. After completion of the stipulations set forth in this Consent Agreement,
17 Respondent may request early release from the Consent Agreement.

18 **GENERAL PROVISIONS**

19 **Provision of Clinical Supervision**

20 8. Respondent shall not provide clinical supervision to associate level licensees
21 accruing and submitting hours towards independent licensure while subject to this Consent
22 Agreement.

23 **Civil Penalty**

24 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
25 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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1 14. Within 10 days of the effective date of this Order, if Respondent is working in a
2 position where Respondent provides any type of behavioral health related services or works in a
3 setting where any type of behavioral health, health care, or social services are provided,
4 Respondent shall provide the Board Chair or designee with a signed statement from
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
6 Consent Agreement. If Respondent does not provide the employer's statement to the Board
7 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
8 copy of the Consent Agreement.

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

19 16. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health

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

9 17. Respondent shall practice behavioral health using the name under which they
10 are licensed. If Respondent changes their name, they shall advise the Board of the name
11 change as prescribed under the Board's regulations and rules.

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

23 25. Respondent shall bear all costs relating to probation terms required in this
24 Consent Agreement.

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1 26. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

3 27. This Consent Agreement shall be effective on the date of entry below.

4 28. This Consent Agreement is conclusive evidence of the matters described herein
5 and may be considered by the Board in determining appropriate sanctions in the event a
6 subsequent violation occurs.

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

9 *Elizabeth P. Diamond*

Oct 31, 2023

10 _____
Elizabeth P. Diamond

Date

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

12 By: *Moli Zavala*

Oct 31, 2023

13 _____
14 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

15 _____ Oct 31, 2023
16 **ORIGINAL** of the foregoing filed _____
with:

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

19 **EXECUTED COPY** of the foregoing sent electronically _____ Oct 31, 2023
20 to:

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

23 Elizabeth P. Diamond
Address of Record
24 Respondent