

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

3 **In the Matter of:**

4 **Karina Rivera, LAC-22040,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0049
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), Karina Rivera (“Respondent”) and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

16 1. Any record prepared in this matter, all investigative materials prepared or
17 received by the Board concerning the allegations, and all related materials and exhibits may be
18 retained in the Board’s file pertaining to this matter.

19 2. Respondent has the right to a formal administrative hearing at which Respondent
20 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably
21 waives their right to such formal hearing concerning these allegations and irrevocably waives
22 their right to any rehearing or judicial review relating to the allegations contained in this Consent
23 Agreement.

24 3. Respondent has the right to consult with an attorney prior to entering into this
25 Consent Agreement.

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

5 5. The findings contained in the Findings of Fact portion of this Consent Agreement
6 are conclusive evidence of the facts stated herein between only Respondent and the Board for
7 the final disposition of this matter and may be used for purposes of determining sanctions in any
8 future disciplinary matter.

9 6. This Consent Agreement is subject to the Board's approval, and will be effective
10 only when the Board accepts it. In the event the Board in its discretion does not approve this
11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,
12 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except
13 that Respondent agrees that should the Board reject this Consent Agreement and this case
14 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its
15 review and discussion of this document or of any records relating thereto.

16 7. Respondent acknowledges and agrees that the acceptance of this Consent
17 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
18 other proceedings as may be appropriate now or in the future. Furthermore, and
19 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
20 preclude in any way any other state agency or officer or political subdivision of this state from
21 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
22 in the future relating to this matter or other matters concerning Respondent, including but not
23 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
24 than with respect to the Board, this Consent Agreement makes no representations, implied or

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-22040 for the practice of
15 counseling in Arizona.

16 2. From 11/22 – 06/23, Respondent provided behavioral health services to
17 Complainant at Agency.

18 3 From 05/23 – 08/23, Respondent provided behavioral health services to
19 Husband at Agency.

20 4. During a 12/06/22 intake assessment, Complainant reported she was unsure
21 what to do with her marriage and her 12/06/22 treatment plan indicated one of her presenting
22 problems as communication issues within her marriage.

23 5. Furthermore, a large majority of Complainant's progress notes include
24 conversations around Husband, such as Husband's mental health and issues within their
25 marriage.

1 6. In 05/23, Respondent began treating Husband while she was actively
2 Complainant's therapist.

3 7. Despite Complainant's and Husband's services being individual services,
4 Respondent failed to document anywhere within Complainant's or Husband's clinical records
5 that she was beginning to treat Husband while she was Complainant's active therapist.

6 8. Furthermore, Respondent failed to document anywhere within Complainant's or
7 Husband's clinical record the rationale for taking on Husband as a client and how she would be
8 able to remain objective in the therapy for each person.

9 9. Even though Respondent represents she immediately brought this concern with
10 treating Husband and Complainant individually simultaneously to Clinical Supervisor's attention,
11 it appears it took roughly two weeks for Respondent to bring this forward in clinical supervision.

12 10. Furthermore, a 05/25/23 clinical supervision note indicates that Clinical
13 Supervisor recommended Respondent reassign Complainant and Husband to another therapist,
14 yet Respondent terminated services with Complainant several weeks later and continued
15 services with Husband.

16 11. A 06/15/23 clinical supervision note indicated the supervisor noted ethical
17 concerns with Respondent treating Complainant and Husband simultaneously.

18 12. Despite being instructed to reassign Complainant and Husband to another
19 therapist on 05/25/23, Respondent had not followed through with Clinical Supervisor's
20 recommendation nearly three weeks later.

21 13. Due to not following Clinical Supervisor's instruction, Respondent created a bias
22 and had to decide whether to provide services to either Complainant or Husband.

23 14. When Respondent realized there was a potential bias and concern she spoke
24 with Complainant about this bias and options moving forward.

25

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

5 **A.8. Multiple Clients:**

6 When a counselor agrees to provide counseling services to two or
7 more persons who have a relationship, the counselor clarifies at the
8 outset which person or persons are clients and the nature of the
9 relationships the counselor will have with each involved person. If it
10 becomes apparent that the counselor may be called upon to perform
11 potentially conflicting roles, the counselor will clarify, adjust, or
12 withdraw from roles appropriately.

13 **ORDER**

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

16 1. Respondent's license, LAC-22040, will be placed on probation for 12 months,
17 effective from the date of entry as signed below.

18 2. Respondent shall not practice under their license, LAC-22040, 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.

24 3. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Continuing Education**

4 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
5 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
6 hours of continuing education addressing couples counseling and relationships to include
7 multiple roles. All required continuing education shall be pre-approved by the Board Chair or
8 designee. Upon completion, Respondent shall submit a certificate of completion of the required
9 continuing education.

10 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
11 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
12 hours of continuing education addressing behavioral health ethics to include the ACA code of
13 ethics and decision making models. All required continuing education shall be pre-approved by
14 the Board Chair or designee. Upon completion, Respondent shall submit a certificate of
15 completion of the required continuing education.

16 **Early Release**

17 6. After completion of the continuing education requirements set forth in this
18 Consent Agreement, Respondent may request early release from the Consent Agreement if all
19 other terms of the Consent Agreement have been met.

20 **GENERAL PROVISIONS**

21 **Provision of Clinical Supervision**

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

25 **Civil Penalty**

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

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

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

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

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

1 13. 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 14. 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 15. 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
25 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 a written
2 statement providing the contact information of their new employer(s) and a signed statement
3 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
4 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
5 the Board within 10 days, as required, Respondent's failure to provide the required statement to
6 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
7 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

24 19. Respondent shall be responsible for ensuring that all documentation required in
25 this Consent Agreement is provided to the Board in a timely manner.

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

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

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Karina Rivera

Apr 29, 2024

Karina Rivera

Date

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: *Tobi Zavala*

Apr 29, 2024

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

ORIGINAL of the foregoing filed Apr 29, 2024
with:

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

EXECUTED COPY of the foregoing sent electronically Apr 29, 2024
to:

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

Karina Rivera
Address of Record
Respondent