

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

3 **In the Matter of:**

4 **William J. Bilbray, LISAC-15063,**
5 **Licensed Independent Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2024-0052
CONSENT AGREEMENT

9 In the interest of a prompt and speedy settlement of the above captioned matter,
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona
11 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)
12 and 41-1092.07(F)(5), William J. Bilbray (“Respondent”) and the Board enter into this Consent
13 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
14 disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

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

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

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

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

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

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

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not

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1 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other
2 than with respect to the Board, this Consent Agreement makes no representations, implied or
3 otherwise, about the views or intended actions of any other state agency or officer or political
4 subdivision of the state relating to this matter or other matters concerning Respondent.

5 8. Respondent understands that once the Board approves and signs this Consent
6 Agreement, it is a public record that may be publicly disseminated as a formal action of the
7 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

8 9. Respondent further understands that any violation of this Consent Agreement
9 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in
10 disciplinary action pursuant to A.R.S. § 32-3281.

11 10. The Board therefore retains jurisdiction over Respondent and may initiate
12 disciplinary action against Respondent if it determines that they have failed to comply with the
13 terms of this Consent Agreement or of the practice act.

14 The Board issues the following Findings of Fact, Conclusions of Law and Order:

15 **FINDINGS OF FACT**

16 1. Respondent is the holder of License No. LISAC-15063 for the practice of
17 substance abuse counseling in the State of Arizona.

18 2. Since 04/17, Respondent has been licensed as a LISAC with the Board.

19 3. In 08/23, the Board received a complaint alleging in part that Respondent was
20 not qualified to work with clients with mental health issues being that Respondent was a LISAC.

21 4. Upon investigating this complaint, Board staff observed Respondent was in
22 private practice as well since roughly 09/21.

23 5. Due to the concerns with Respondent possibly practicing outside the scope of his
24 license, Board staff subpoenaed a client list from both Agency and Private Practice.

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1 6. A client list from Private Practice showed Respondent has treated 40 clients in
2 Private Practice since 09/21.

3 7. Out of these 40 clients, 27 of the clients were diagnosed with mental health
4 diagnoses only without any sort of substance use diagnosis.

5 8. Board staff randomly subpoenaed two clinical records for clients with mental
6 health diagnoses.

7 9. Client DS's clinical records included the following in part:

8 a. A 12/14/23 client history form which indicated DS had been struggling with
9 depression for about 10 years.

10 b. A 12/25/23 treatment plan with a diagnosis of Major Depressive Disorder.

11 c. The progress notes focused on deep breathing and grounding techniques,
12 relationships, and self-care.

13 d. There is no mention of substance use issues or any services related to
14 substance use concerns.

15 10. Client NB's clinical records included the following in part:

16 a. A 07/14/23 intake questionnaire which indicated building self-awareness as
17 the goals for therapy.

18 b. Three treatment plans which indicated a diagnosis of Generalized Anxiety
19 Disorder.

20 c. The progress notes focused on family dynamics and somatic experiencing.

21 d. There is no mention of substance use issues or any services related to
22 substance use concerns.

23 11. A client list from Agency showed Respondent either treated or oversaw services
24 for at least 216 clients.

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1 **ORDER**

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

4 1. Respondent's license, LISAC-15063, will be placed on probation for 12 months,
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LISAC-15063, unless they are
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
9 shall immediately notify the Board in writing and shall not practice under their license until they
10 submit a written request to the Board to re-commence compliance with this Consent
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
19 hours of continuing education in the Arizona Board Statutes and Rules tutorial. All required
20 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
21 Respondent shall submit a certificate of completion of the required continuing education.

22 **Clinical Supervision**

23 5. While on probation, Respondent shall submit to clinical supervision for 12 months
24 by a pre-approved Licensed Independent Substance Abuse Counselor licensed by the Arizona

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

9 **Focus and Frequency of Clinical Supervision**

10 6. The focus of the supervision shall relate to scope of practice, appropriate
11 referrals, transfer of services, documentation with focus on adequately reflecting scope and
12 treatment. During each supervision session, the supervisor shall review a minimum of 3 client
13 records chosen at random by the supervisor to ensure Respondent's compliance with current
14 behavioral health documentation standards in Arizona. Respondent shall meet individually with
15 the supervisor for a minimum of one hour monthly with the option for early release after 6
16 months at the recommendation of the supervisor.

17 **Reports**

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

- 22 a. Dates of each clinical supervision session.
- 23 b. A comprehensive description of issues discussed during supervision
24 sessions.
- 25 c. The results of each clinical documentation review by the supervisor.

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

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

8 **Change of Clinical Supervisor During Probation**

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

16 **Early Release**

17 11. After completion of the stipulations set forth in this Consent Agreement, and upon
18 the supervisor's recommendation, Respondent may request early release after 6 months from
19 the Consent Agreement if all other terms of the Consent Agreement have been met and all
20 clients outside of licensee's scope are transferred appropriately.

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

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

Civil Penalty

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2 13. Subject to the provisions set forth in paragraph 14, the Board imposes a civil
3 penalty the Respondent in the amount of \$1,000.00.

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

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

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

23 17. If Respondent currently sees clients in their own private practice, and obtains any
24 other type of behavioral health position, either as an employee or independent contractor, where

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1 they provide behavioral health services to clients of another individual or agency, they shall
2 comply with requirements set forth in paragraphs 18 through 20 below.

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

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

21 20. If, during the period of Respondent's probation, Respondent changes
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
23 extended leave of absence for whatever reason that may impact their ability to timely comply
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

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

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

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

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

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

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

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

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

10 *William Bilbray* May 30, 2024
William Bilbray (May 30, 2024 11:52 PDT) _____
11 William J. Bilbray Date

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

13
14 By: *Moli Zavala* May 30, 2024
15 TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

16 **ORIGINAL** of the foregoing filed May 30, 2024
17 with: _____

18 Arizona Board of Behavioral Health Examiners
19 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically May 30, 2024
21 to: _____

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

24 William J. Bilbray
25 Address of Record
Respondent