

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

2 **In the Matter of:**

3 **Ericka J. Valdez, LPC-18591,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2024-0073

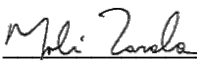
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated May 22nd, 2024. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated May 22nd, 2024.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated May 22nd, 2024.

15 By:  Aug 12, 2024
16 TOBI ZAVALA, Executive Director Date
17 Arizona Board of Behavioral Health Examiners

18 **ORIGINAL** of the foregoing filed Aug 12, 2024
19 with:

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

23 **EXECUTED COPY** of the foregoing sent electronically Aug 12, 2024
24 to:

25 Ericka J. Valdez
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Ericka J. Valdez, LPC-18591,**
5 **Licensed Professional Counselor,**
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7 **RESPONDENT**

CASE NO. 2024-0073
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), Ericka J. Valdez (“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

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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. LPC-18591 for the practice of
15 counseling in the State of Arizona.

16 2. From 04/23 – 08/23, Client received behavioral health services at Private
17 Practice.

18 3. On 04/26/23, Respondent completed an intake with Client which included the
19 following in part:

20 a. There was past abuse that has been reported and Client witnessed domestic
21 violence from both parents throughout her lifetime.

22 b. Client was admitted in “March” for placing a bag over her head.

23 4. Nowhere within this intake was there indicated that Respondent would file a
24 report with DCS or that Respondent obtained physical evidence that this prior abuse was
25 reported to DCS.

1 5. There does not appear to be any sort of follow up from Respondent to clarify this
2 prior abuse that was reported during the intake.

3 6. During a 04/28/23 session, Client reported to Therapist that she was molested
4 when she was 10 years old, and specifically reported her father's friends and sons would have
5 sex with her.

6 7. Within the 04/28/23 progress note, there is no indication that Therapist filed a
7 DCS report or planned to file a DCS report.

8 8. A 05/06/23 progress note completed by Therapist also indicated that Client
9 reported that before her father was arrested, he would hit Client when he was mad and there is
10 again no documentation of a DCS report being filed or plan to file a DCS report.

11 9. Despite Respondent being provided information about past abuse during the
12 intake, Respondent failed to ensure an appropriate report was made being that Respondent is a
13 mandated reporter.

14 10. Respondent understands to an extent her requirements as a mandated reporter
15 because following an 08/25/23 session where Client disclosed possible abuse from
16 Complainant, Respondent in fact filed a DCS report.

17 11. Respondent represents that Case Manager informed Respondent at the onset of
18 services that the prior abuse had already been reported to DCS, yet Respondent failed to take
19 any steps to ensure that a DCS report had already been made and simply took Case Manager's
20 word.

21 12. During a 04/26/23 intake completed by Respondent, it was documented that
22 Client was admitted in "March" for placing a bag over her head.

23 13. Even though Respondent was in possession of 03/19/23 and 04/10/23 suicide
24 risk assessments from Agency, Respondent failed to develop any sort of safety plan or suicide

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1 risk assessment, or document in the intake that she referenced this previous suicide risk
2 assessment completed by another provider.

3 14. An 08/01/23 progress note indicates Respondent spoke with Case Manager and
4 Case Manager discussed Complainant's concerns that Client may self-harm again and end up
5 in the hospital.

6 15. Respondent failed to devise any sort of safety plan or suicide risk assessment
7 based on this disclosure.

8 16. Despite Respondent documenting in an 08/02/23 that she assessed and
9 addressed safety issues regarding Client, there is no documented safety plan in place or how
10 Respondent explicitly assessed Client's safety.

11 17. From the onset of services with Client, self-harm was disclosed and Respondent
12 failed to ensure any sort of safety plan or suicide assessment was developed.

13 18. The 04/26/23 child informed consent indicated that Private Practice works in
14 teams and as individuals based on the needs of the individual and family, yet failed to
15 specifically indicate whether the services Client would be engaging were individual or family.

16 19. On 04/26/23, Respondent completed a treatment plan and indicated family
17 therapy as the focus of therapy.

18 20. A 04/26/23 progress note completed by Respondent indicated she met with
19 Client and Complainant to create goals for family therapy and that they will engage in family
20 therapy as needed.

21 21. On 04/28/23, Therapist completed a treatment plan which indicated individual
22 therapy as the focus of therapy.

23 22. On 04/26/23 and 08/01/23, Respondent documented these sessions as family
24 sessions with Client and Complainant.

25 ...

1 23. All other sessions were documented as either CFT meetings or individual
2 sessions with Client.

3 24. Despite Respondent representing that she informs minor clients that family
4 therapy could be part of the therapy, the clinical records do not clearly outline specifically who
5 the client is in this matter.

6 25. By having Complainant participate in several family therapy sessions as well as
7 creating a treatment plan specifically for family therapy, it is not apparent that Respondent
8 clearly defined her role in the therapy as well as Complainant's and Client's role in the therapy.

9 26. Respondent maintained all of the individual and family records within Client's
10 individual clinical record making it appear that Client was the only client rather than the family.

11 **CONCLUSIONS OF LAW**

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

15 2. The conduct and circumstances described in the Findings of Fact constitute a
16 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation
17 applicable to the practice of behavioral health, as it relates to:

18 A.R.S. § 13-3620. Duty to Report Abuse

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

23 **A.8. Multiple Clients**

24 When a counselor agrees to provide counseling services to two or

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1 more persons who have a relationship, the counselor clarifies at the
2 outset which person or persons are clients and the nature of the
3 relationships the counselor will have with each involved person. If it
4 becomes apparent that the counselor may be called upon to perform
5 potentially conflicting roles, the counselor will clarify, adjust, or
6 withdraw from roles appropriately.

7 4. The conduct and circumstances described in the Findings of Fact constitute a
8 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs
9 the ability of the license to safely and competently practice the licensee's profession.

10 **ORDER**

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

13 1. Respondent's license, LPC-18591, will be placed on probation for 12 months,
14 effective from the date of entry as signed below.

15 2. Respondent shall not practice under their license, LPC-18591, unless they are
16 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
17 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
18 shall immediately notify the Board in writing and shall not practice under their license until they
19 submit a written request to the Board to re-commence compliance with this Consent
20 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

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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 3 clock
4 hours of continuing education addressing current Arizona documentation. All required
5 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
6 Respondent shall submit a certificate of completion of the required continuing education.

7 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
8 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
9 hours of continuing education addressing risk assessment and safety planning. All required
10 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
11 Respondent shall submit a certificate of completion of the required continuing education. 13.

12 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
13 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
14 hours of continuing education addressing defining clinical roles. All required continuing
15 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
16 shall submit a certificate of completion of the required continuing education.

17 **Early Release**

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

21 **GENERAL PROVISIONS**

22 **Provision of Clinical Supervision**

23 8. 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.

1 **Civil Penalty**

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

4 10. 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 11. 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 12. 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 13. 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 14 through 16 below.

3 14. 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 15. 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 16. 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 17. 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 18. 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.

25 ...

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

3 20. 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 21. This Consent Agreement shall be effective on the date of entry below.

6 22. 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
10 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

11 
Ericka Valdez (May 22, 2024 11:08 PDT)
12 Ericka J. Valdez _____ May 22, 2024
Date _____

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

14 By:  _____ May 22, 2024
15 TOBI ZAVALA, Executive Director Date
16 Arizona Board of Behavioral Health Examiners

17 **ORIGINAL** of the foregoing filed _____ May 22, 2024
18 with:

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

21 **EXECUTED COPY** of the foregoing sent electronically _____ May 22, 2024
22 to:

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

25 ...

1 Ericka J. Valdez
2 Address of Record
3 Respondent

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