

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

3 **In the Matter of:**

4 **Inyang E. Udo-Ema, LPC-16539,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2024-0128
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), Inyang E. Udo-Ema (“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 and the lifting of the stay of suspension.

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-16539 for the practice of
15 counseling in the State of Arizona.

16 2. From approximately 01/23 – 06/23, Respondent served as the clinical director
17 with a behavioral health facility (“Agency”).

18 3. Agency had a clinic facility and supportive housing locations.

19 4. Respondent represented the following during his investigative interview:

20 a. Respondent’s contracted role was strictly to the clinic, and while there was a
21 cross over between the staff at the clinic and houses, he was not in charge of
22 the houses.

23 5. In 06/23, a client (“Client”) passed away at one of Agency’s supportive houses.

24 6. According to an AHCCCS Death Report, this home appeared to have been an
25 unlicensed sober living or group home environment.

1 7. Agency’s incident report for Client, although written by a technician
2 (“Technician”), was unsigned by him and signed by Respondent.

3 8. Although Respondent claimed he did not have oversight of any of Agency’s
4 supportive housing, he signed an incident report for events that took place at the supportive
5 house.

6 9. According to the AHCCCS Death Report, Agency identified Technician as the
7 staff member present during the incident and who completed the incident report.

8 10. Technician documented he was completing routine work with clients, such as
9 bed checks.

10 11. Technician’s personnel records show he had applied for the position of House
11 Manager, but he signed the job description for and appears to have worked as a BHT for
12 Agency.

13 12. Respondent represented the following during his investigative interview:

14 a. Respondent believes individuals who worked at the clinic and housing did
15 provide services such as group therapy, but it is blurry.

16 b. Respondent acknowledged it was not separate as it relates to the
17 documentation.

18 13. Respondent was aware of an Agency employee working at Agency’s supportive
19 housing, performing duties to manage the home and also providing behavioral health services
20 at the home.

21 14. Respondent also represented being unaware as to whether or not the supportive
22 housing, where additional behavioral health services were taking place, was DHS licensed.

23 15. Despite providing clinical oversight, Respondent failed to ensure employees were
24 not providing unlawful services to clients through Agency.

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1 16. In review of Client's clinical records, there were several case management notes,
2 many of which outlined Client's daily living activities, with a service code of T1016.

3 17. The case management notes also contained durations ranging from 120 – 180
4 minutes.

5 18. Respondent signed off on the case management notes, declaring them accurate
6 and complete.

7 19. Respondent represented the following during his investigative interview:

8 a. Respondent signed off on case management notes outlining a client's daily
9 living because he believed there was a different silo of billing, coming from a
10 different revenue source than AHCCCS.

11 b. Respondent has a misconstrued idea of what case management is.

12 20. It is unclear where Respondent believed income would come from when billing
13 for the documented case management services.

14 21. Additionally, the progress notes and case management notes for Client had a
15 listed clinician, who authored and signed the note, but indicated a different individual as the
16 facilitator of the documented services.

17 22. Respondent represented the following during his investigative interview:

18 a. Due to only two individuals being authorized users in the medical record
19 system, the individual who facilitated the service wrote the note, the
20 authorized clinician then transcribed it into the system.

21 23. Furthermore, the notes were documented, in some instances, approximately
22 three months after the service was provided.

23 24. Respondent then signed the progress and case management notes
24 approximately 12 days to a month after the note was created.

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1 25. Despite initially representing he was only employed with Agency until
2 approximately two weeks following the AHCCCS suspension in 06/23, Respondent signed the
3 documentation in 09/23.

4 26. Upon review of provided clinical supervision notes by Respondent, they ranged
5 from 01/11/23 – 08/01/23.

6 27. These dates predate the start of Respondent's documented employment with
7 Agency and extend past his initially represented end date.

8 28. Furthermore, they extend past the date of Agency's AHCCCS suspension, at
9 which point client services were no longer supposed to be provided.

10 29. Upon review of the content of the notes, there were multiple clinical supervision
11 notes that contained copy and pasted information.

12 30. Respondent represented the following during his investigative interview:

13 a. Respondent documented his clinical supervision notes late.

14 b. In trying to catch up, he must have inadvertently cut and paste the wrong
15 note.

16 c. He acknowledges this would also mean the date of his signature on the notes
17 would be inaccurate, as they were created at a later date.

18 d. The provided clinical supervision notes are dated after 06/23 because they
19 were for his engagement with his private practice team and there was not a
20 delineation between Agency's notes and the work they did for other places.

21 31. Respondent is unable to distinguish for which facility the provided clinical
22 supervision was for, and he backdated his signature on the clinical supervision notes.

23 32. The content of a clinical supervision note, indicating the clinic and housing are
24 intricately integrated, brings in to question his representation that he believed the two locations
25 were separate.

1 33. Furthermore, in review of the clinical record, the consent forms were missing
2 seven required elements.

3 34. A review of the progress notes showed there were notes signed approximately
4 three months after the date the service took place.

5 35. Not only were notes not contemporaneously signed, but the listed clinician and
6 author of the notes was not the listed facilitator.

7 36. Respondent reviewed and signed the notes, despite this fact.

8 37. Additionally, Respondent signed a 01/31 Note Modification Policy, which gave
9 Agency permission to modify notes on his behalf at their discretion.

10 38. The client's treatment plan, although it noted Client verbally agreed to it via
11 telehealth, does not contain the client's signature.

12 39. Although Respondent has been licensed with the Board since 2012, and was
13 acting as the clinical director, he failed to ensure forms met the Board's requirements.

14 **CONCLUSIONS OF LAW**

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

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

22 3. The conduct and circumstances described in the Findings of Fact constitute a
23 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
24 developed by the board as it relates to:

25 A.A.C. R4-6-1103, Client Record

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 **Stayed Suspension**

5 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
6 16539, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed and
7 Respondent's license shall be placed on probation.

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

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

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

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

23 **Probation**

24 6. Respondent's license, LPC-16539, will be placed on probation for 24 months,
25 effective from the date of entry as signed below.

1 or designee. Upon completion, Respondent shall submit a certificate of completion of the
2 required continuing education. Upon completion, Respondent shall submit a certificate of
3 attendance at the Board meetings.

4 **Clinical Supervision**

5 12. While on probation, Respondent shall submit to clinical supervision for 24 months
6 by a masters or higher level behavioral health professional licensed by the Arizona Board of
7 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
8 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
9 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
10 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
11 letter, the clinical supervisor must address why they should be approved, acknowledge that they
12 have reviewed the Consent Agreement and include the results of an initial assessment and a
13 supervision plan regarding the proposed supervision of Respondent. The letter from the
14 supervisor shall be submitted to the Board.

15 **Focus and Frequency of Clinical Supervision**

16 13. The focus of the supervision shall relate to behavioral health ethics, the Board's
17 statutes and rules, current behavioral health documentation standards in Arizona, DHS rules,
18 and managing your own private practice. Respondent shall meet individually with the supervisor
19 for a minimum of twice monthly if working fulltime.

20 **Reports**

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

- 25 a. Dates of each clinical supervision session.

1 b. A comprehensive description of issues discussed during supervision
2 sessions.

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

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

10 **Change of Clinical Supervisor During Probation**

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

18 **Early Release**

19 18. After completion of the stipulations set forth in this consent agreement, and upon
20 the supervisor's recommendation, respondent may request early release from the consent
21 agreement after 12 months.

22 **GENERAL PROVISIONS**

23 **Provision of Clinical Supervision**

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1 24. If Respondent currently sees clients in their own private practice, and obtains any
2 other type of behavioral health position, either as an employee or independent contractor, where
3 they provide behavioral health services to clients of another individual or agency, they shall
4 comply with requirements set forth in paragraphs 25 through 27 below.

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

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

23 27. If, during the period of Respondent's probation, Respondent changes
24 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
25 extended leave of absence for whatever reason that may impact their ability to timely comply

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

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

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

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

3 31. 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 32. This Consent Agreement shall be effective on the date of entry below.

6 33. 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.


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

11 
Inyang E. Udo-Ema (Nov 1, 2024 07:15 PDT)

Inyang E. Udo-Ema
Nov 1, 2024

Date

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

14 By: 
Tobi Zavala (Nov 1, 2024 10:42 PDT)

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners
Nov 1, 2024

Date

17 **ORIGINAL** of the foregoing filed Nov 1, 2024
18 with: _____

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

21 **EXECUTED COPY** of the foregoing sent electronically Nov 1, 2024
22 to: _____

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