1	BEFORE THE ARIZONA STATE BOARD OF BEHAVIORAL HEALTH EXAMINERS				
2	In the Matter of:				
3	Russell G. Beazer, LMFT-10047, Licensed Marriage and Family Therapist,	CASE NO. 2020-0037			
4	In the State of Arizona.	RELEASE FROM CONSENT AGREEMENT AND ORDER			
5	RESPONDENT				
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7	The Board received a request from Respondent to release them from the terms and				
8	conditions of the Consent Agreement and Order dated July 19 th , 2021. After consideration, the				
9	Board voted to release Respondent from the terms and conditions of the Consent Agreement				
10	and Order dated July 19 th , 2021.				
11	ORDER				
12	GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:				
13	Respondent is hereby released from all terms and conditions of the Consent Agreemen				
	and Order dated July 19 th , 2021.				
14	By: Mali Zanola	Mar 14, 2022			
16	TOBI ZAVALA, Executive Director Arizona Board of Behavioral Health Exar	Date miners			
17	NA 14 0000				
18	ORIGINAL of the foregoing filed with: Mar 14,	2022			
19	Arizona Board of Behavioral Health Examiners				
20	Phoenix, AZ 85007	\cdot			
21 22	EXECUTED COPY of the foregoing sent electronically Mar 14, 2022 to:				
23	Russell G. Beazer Address of Record Respondent				
24					
25	Flynn Carey Mitchell Stein Carey Chapman PC 2600 N Central Ave Suite 1000				

Phoenix, AZ 85004 Attorney for Respondent

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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: Russell G. Beazer, LMFT-10047,

Licensed Marriage and Family Therapist, In the State of Arizona.

CASE NO. 2020-0037

CONSENT AGREEMENT

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Russell G. Beazer ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

- 1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
- 2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
- 3. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

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4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original

document is ineffective and void unless mutually approved by the parties in writing.

- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

otherwise, about the views or intended actions of any other state agency or officer or political subdivision of the state relating to this matter or other matters concerning Respondent.

- 8. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LMFT-10047 for the practice of marriage and family therapy in Arizona.
- 2. From 04/18 04/19, Respondent provided behavioral health services to a 6-year-old male client ("Son") and 5-year-old female client ("Daughter").
 - 3. Respondent was advised of the following alleged abuse during Son's treatment:
 - a. On 08/02/18, Son disclosed to Respondent that his father ("Father") picked him up and "threw him against a wall."
 - b. On 04/19/19, Respondent learned that on 04/09/19, Son suffered second-degree burns over 10% of his total body surface area when boiling water spilled on him while staying with his paternal grandfather ("Grandfather") and grandmother ("Grandmother").

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- 4. Respondent made the following representations to Board Staff and during court testimony explaining why he did not report the 08/02/18 incident:
 - a. When disclosing these incidents to Respondent, Son did not have a pained look on his face and no hurt tone.
 - b. "So yeah, that incident sounds significant, but the way he was reporting didn't convey that."
 - c. At the time of this disclosure, Son's demeanor was not consistent with something that felt like abuse.
 - d. The look on Son's face was more like a little boy who looked like he was bragging or boasting; it did not appear to be a look of pain or fear.
 - e. Son's presentation held a lot more weight to Respondent than his words that Father had thrown him against a wall.
 - f. Respondent has worked with a lot of children who have been abused so he is very familiar with the pained, confused, or angry look children have on their face or in their tone during these disclosures.
 - g. Those words can project some images, but Respondent did not have a reasonable belief that Son was the victim of abuse.
 - h. Based on Son's presentation, this incident did not warrant a report to DCS.
 - i. Respondent believes he strictly adhered to A.R.S. 13-3620 because he did not form a reasonable belief that, "the event transcended legal corporal punishment or discipline and did not believe it constituted abuse."
 - j. It is appropriate for Respondent to make this determination based on his observation that children say impulsive things and there was nothing in any other presentation given by Son that indicated he had been abused.

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- k. Despite other licensed professionals being available at Agency, Respondent does not recall whether he staffed this matter with anyone.
- 5. Respondent made the following representations to Board Staff and during court testimony regarding Son's burns:
 - a. Respondent saw the bandages on Son's torso.
 - b. Son reported it was a pretty significant burn and hurt him.
 - c. Respondent did not report Son's burns because he is not required to report accidents and both Son and Grandfather reported it was an accident.
 - d. Everything in Son's verbal report and his demeanor made it seem like this was an accident, not abuse.
 - e. To Respondent's knowledge, the burns were investigated by first responders at the hospital when Son was evaluated for the burns.
 - f. The hospital was in the best and most immediate position to determine whether abuse occurred, and the hospital did not report the incident to DCS.
- 6. Licensee later learned that Mother filed a DCS report and DCS investigated but did not sustain the allegations of abuse.
- 7. Respondent represents he did not report these instances to DCS because it is his role to report abuse or potential abuse to DCS when he has formed a reasonable belief that abuse has occurred; not simply in instances when children complain about things that their parents do that they dislike.
- 8. Despite representing that his basis for reporting or not reporting abuse was based on Son's demeanor, Respondent did not document Son's demeanor during these disclosures.

	9.	Additionally, Respondent represented that in retrospect, there is nothing he
would	do diffe	rently in his treatment of Son and Daughter, or in his decisions regarding whethe
or not t	to make	e a report to DCS.

- 10. On 05/16/19, Mother submitted a release of information to the behavioral health services agency ("Agency") owned by Respondent to obtain clinical records for Son and Daughter.
- 11. Mother was a legal parent of Son and Daughter, and at the time of the request, Son and Daughter were minors.
 - 12. On 05/22/19, Agency emailed Mother a copy of Son and Daughter's records.
- 13. When Board Staff compared the records Mother received from Agency to those Respondent provided Board Staff, several documents were redacted in Mother's copy.
- 14. Respondent represented that he erred on the side of caution due to confidentiality for information he believed he did not have consent to release for Father, Grandfather and Grandmother.
- 15. Respondent represents he now realizes, "with limited exceptions, parties that are not actual patients but are participating collaterally...to assist in the treatment of others have no right to confidentiality."
- 16. Respondent represents he took the following remedial actions after receiving the Board Complaint:
 - Respondent sent a complete set of treatment records, without redactions, to
 Mother.
 - Respondent has enrolled in CEUs related to confidentiality and documentation practices.
 - 17. Furthermore, Respondent did not prepare a treatment plan for Son or Daughter.

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- 18. Respondent made the following representations regarding the missing treatment plans:
 - Respondent cannot explain why there is no treatment plan for Son or Daughter.
 - b. Respondent feels treatment plans are an essential part of therapy as they tell the client where they are going and what they are working on.
 - c. Respondent would assess Son and Daughter's progress towards these goals at the end of each session.
 - 19. Respondent's representations do not explain the following:
 - a. How Respondent was able assess progress without a treatment plan.
 - Why there was no documentation in the clinical records regarding Son and
 Daughter's progress towards their goals.
- 20. Son's client record was missing an email purportedly sent by Father regarding a recording of Son that Father emailed Respondent.
 - 21. Additionally, the recording is not contained or documented in the clinical record.
- 22. Respondent made the following representations regarding the email and recording:
 - The email was not in Son's record because Respondent did not have the technological means to capture the recording.
 - b. Respondent did not take notes regarding the content of the recording because it was not something that was discussed with Father.
- 23. Son and Daughter's clinical records indicate Grandparents attended numerous sessions as collaterals.
- 24. Respondent did not have or prepare collateral agreements for Grandfather or Grandmother.

- 25. Respondent represents he took to following remedial measures after receipt of the Board complaint:
 - Respondent created a form which he now uses with collaterals to discuss their purpose, involvement, and rights
 - b. Respondent has enrolled in CEUs related to documentation practices.

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.
- 2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I) Engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.
- 3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as developed by the board as it relates to:

A.A.C. R4-6-1102, Treatment Plan.

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

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession promptly available to the client, a minor client's parent, the client's legal guardian or the client's authorized representative on receipt of proper authorization to do so from the client, a minor client's parent, the client's legal guardian or the client's authorized representative.

ORDER

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

- 1. Respondent's license, LMFT-10047, will be placed on probation for 12 months, effective from the date of entry as signed below.
- 2. Respondent shall not practice under their license, LMFT-10047, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
- 3. In the event that Respondent is unable to comply with the terms and conditions of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until such time as they are granted approval to re-commence compliance with the Consent Agreement.

Continuing Education

- 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of continuing education addressing high conflict families. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing mandated reporting. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock

hours of continuing education addressing collateral documentation. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.

- 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 9 clock hours of continuing education addressing forensically informed therapy. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of the NASW Staying Out of Trouble continuing education course or an equivalent course addressing current behavioral health documentation standards in Arizona. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 9. Respondent may submit continuing education completed since the complaint was filed for consideration of approval by the Board Chair or designee.

Clinical Supervision

10. While on probation, Respondent shall submit to clinical supervision for 12 months by a masters or higher level behavioral health professional licensed by the Arizona Board of Behavioral Health Examiners at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must address why they should be approved, acknowledge that they have

reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

11. The focus of the supervision shall relate to working with high conflict cases, awareness of bias, mandated reporting, Board statutes and rules, and documentation. Respondent shall meet individually in person with the supervisor for a minimum of one hour monthly if working fulltime.

<u>Reports</u>

- 12. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:
 - a. Dates of each clinical supervision session.
 - b. A comprehensive description of issues discussed during supervision sessions.
- 13. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
- 14. After Respondent's probationary period, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Clinical Supervisor During Probation

15. If, during the period of Respondent's probation, the clinical supervisor determines

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that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of the end of supervision and provide the Board with an interim final report. Respondent shall advise the Board Chair or designee within 30 days of cessation of clinical supervision by the approved clinical supervisor and provide the name of a new proposed clinical supervisor. The proposed clinical supervisor shall provide the same documentation to the Board as was required of the initial clinical supervisor.

Early Release

16. After 6 months and upon the supervisor's recommendation, Respondent may request early release from the Consent Agreement if all other terms of the Consent Agreement have been met.

GENERAL PROVISIONS

Provision of Clinical Supervision

17. Respondent shall not provide clinical supervision while subject to this Consent Agreement.

Civil Penalty

- 18. Subject to the provisions set forth in paragraph 19, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 19. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.
 - 20. Within 10 days of being notified of the lifting of the stay, Respondent may request

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

- 21. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 22. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 23 through 25 below.
- 23. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 24. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health

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

- 25. If, during the period of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact their ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the Board of their change of employment status. After the change and within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee a written statement providing the contact information of their new employer(s) and a signed statement from Respondent's new employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 26. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.

- 27. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.
- 28. Respondent shall bear all costs relating to probation terms required in this Consent Agreement.
- 29. Respondent shall be responsible for ensuring that all documentation required in this Consent Agreement is provided to the Board in a timely manner.
 - 30. This Consent Agreement shall be effective on the date of entry below.
- 31. 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

Russell Beazer (Jul 14, 2021 08:49 PDT)	Jul 14, 2021
Russell G. Beazer	 Date

1	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT		
2	By: Mi Zarola	Jul 19, 2021	
3	TOBI ZAVALA, Executive Director	Date	
	Arizona Board of Behavioral Health Examiners		
4	ORIGINAL of the foregoing filed Jul 19, 2021		
5	with:		
6	Arizona Board of Behavioral Health Examiners 1740 West Adams Street, Suite 3600		
7	Phoenix, AZ 85007		
8	EVECUTED CODY of the foregoing cent electronically.	Jul 19, 2021	
	EXECUTED COPY of the foregoing sent electronically _to:		
9	Maria Bartis		
10	Mona Baskin Assistant Attorney General		
11	2005 North Central Avenue		
12	Phoenix, AZ 85004		
13	Russell G. Beazer		
	Address of Record Respondent		
14			
15	Flynn P. Carey One Renaissance Square		
16	2 North Central Avenue, Suite 1450		
17	Phoenix, AZ 85004 Attorney for Respondent		
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