

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

2 **In the Matter of:**

3 **Shadi M. Bastani, LPC-16954,**  
4 **Licensed Professional Counselor,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2020-0114**


**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 December 31<sup>st</sup>, 2020. After  
9 consideration, the Board voted to release Respondent from the terms and conditions of the  
10 Consent Agreement and Order dated December 31<sup>st</sup>, 2020.

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 December 31<sup>st</sup>, 2020.

15 By:   
16 **TOBI ZAVALA, Executive Director**  
**Arizona Board of Behavioral Health Examiners**

**Mar 14, 2022**

Date

17  
18 **ORIGINAL** of the foregoing filed **Mar 14, 2022**  
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 **Mar 14, 2022**  
24 to:

25 Shadi M. Bastani  
Address of Record  
Respondent

Flynn Carey  
Mitchell Stein Carey Chapman PC  
2600 N Central Ave Suite 1000

1 Phoenix, AZ 85004  
2 Attorney for Respondent

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2 **OF BEHAVIORAL HEALTH EXAMINERS**

3 **In the Matter of:**

4 **Shadi M. Bastani, LPC-16954,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2020-0114**  
**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), Shadi M. Bastani (“Respondent”) and the Board enter into this Consent  
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
13 disposition of this matter.

14 **RECITALS**

15 Respondent understands and agrees that:

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

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

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

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

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

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

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

25 ...

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

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

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

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

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

13 **FINDINGS OF FACT**

14 1. Respondent is the holder of License No. LPC-16954 for the practice of  
15 counseling in Arizona.

16 2. In 10/15, Respondent began providing individual behavioral health services to an  
17 adult female client ("Client").

18 3. Client's consent for treatment was for individual services.

19 4. Respondent represents that between 10/15 – 01/16, Client's partner ("Partner")  
20 participated in Client's sessions as a collateral.

21 5. Respondent represents that Partner's role as a collateral was explained to him in  
22 an informed consent form.

23 6. However, Respondent's representation has the following issues:

24 a. There is no informed consent form for Partner for this period of time.

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1 b. There is no documentation that Respondent explained Partner's role in these  
2 sessions.

3 7. In 01/16, Respondent began providing individual behavioral health services to  
4 Partner.

5 8. Despite Partner's consent for treatment being for individual services, Client's  
6 progress notes and Partner's progress notes included both couples and individual sessions.

7 9. Neither Client nor Partner was presented with or signed an informed consent  
8 explaining their right to refuse services related to the change from individual to couples  
9 counseling.

10 10. Additionally, the following issues were found with Client and Partner's clinical  
11 records:

12 a. Respondents consent for treatment was missing several elements for Client.

13 b. Respondents consent for treatment was missing several elements for  
14 Partner.

15 c. Respondent's 10/15 treatment plan was missing the following for Client:

16 ▪ The dated signature of Client.

17 ▪ The dated signature of Respondent.

18 ▪ Additionally, Respondent did not review and reassess the treatment plan  
19 annually as there was no 10/16 and 10/18 treatment plan for Client.

20 d. There was no treatment plain in Partner's clinical record.

21 e. On ten (10) occasions, Respondent billed Client for services, but there was  
22 no corresponding treatment record.

23 11. Due to deficiencies within Client's records, Board staff subpoenaed three (3)  
24 random client records from Respondent:

25 ...

- 1 a. All three (3) of the records were missing several elements in the consent for
- 2 treatment.
- 3 b. Two (2) of the records were missing treatment plans.
- 4 c. All three (3) of the client records were missing elements when conducting
- 5 telepractice sessions.
- 6 d. One (1) treatment record did not have a corresponding billing record.

7 12. Additionally, Respondent represented the following regarding her termination of  
8 services with Partner:

- 9 a. Respondent identified a potential conflict of interest between Client and
- 10 Partner.
- 11 b. Respondent transitioned Partner to a new provider as confirmed by a text
- 12 message exchange with Partner.
- 13 c. When terminating services with Partner, Respondent believes she provided
- 14 referrals.

15 13. However, Board staff discovered the following issues regarding Respondent's  
16 termination of services with Partner:

- 17 a. There is no note or documentation in Partner's clinical record indicating he
- 18 would be discharged, or documenting the potential conflict of interest.
- 19 b. While Respondent's text message exchange with Partner indicates "it may be
- 20 better for me to refer you to someone," there is no notation in Partner's
- 21 clinical record that Respondent actually provided referrals.

22 14. Respondent indicated she needs to improve her documentation and took the  
23 following remedial measures after receiving the Board complaint:

- 24 a. Respondent completed 36 hours of continuing education courses.

25 ...

- 1            b. Respondent provided Board staff with several updated forms that appear to  
2            meet the Boards minimum requirements.

3    **CONCLUSIONS OF LAW**

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

7            2.        The conduct and circumstances described in the Findings of Fact constitute a  
8            violation of A.R.S. § 32-3251(16)(p), Failing to conform to minimum practice standards as  
9            developed by the board, as it relates to:

- 10                    a. A.A.C. R4-6-1101, Consent for Treatment  
11                    b. A.A.C. R4-6-1102, Treatment Plan  
12                    c. A.A.C. R4-6-1103, Client Record  
13                    d. A.A.C. R4-6-1104, Financial and Billing Records  
14                    e. A.A.C. R4-6-1106, Telepractice

15    **ORDER**

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

- 18            1.        Respondent's license, LPC-16954, will be placed on probation for 12 months,  
19            effective from the date of entry as signed below.
- 20            2.        Respondent shall not practice under their license, LPC-16954, unless they are  
21            fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
22            Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
23            shall immediately notify the Board in writing and shall not practice under their license until they  
24            submit a written request to the Board to re-commence compliance with this Consent  
25            Agreement. All such requests shall be pre-approved by the Board Chair or designee.





1 supervisor for a minimum of one hour, twice monthly for six months, and after that at the  
2 recommendation of the clinical supervisor, but not less than once monthly.

### 3 Reports

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

8 a. Dates of each clinical supervision session.

9 b. A comprehensive description of issues discussed during supervision  
10 sessions.

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

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

### 18 Change of Clinical Supervisor During Probation

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

1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 11. Respondent shall not provide clinical supervision while subject to this Consent  
4 Agreement.

5 **Civil Penalty**

6 12. Subject to the provisions set forth in paragraph 13, the Board imposes a civil  
7 penalty against the Respondent in the amount of \$1,000.00.

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

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

22 15. The Board reserves the right to take further disciplinary action against  
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply

25 ...

1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
2 and the period of probation shall be extended until the matter is final.

3 16. If Respondent currently sees clients in their own private practice, and obtains any  
4 other type of behavioral health position, either as an employee or independent contractor, where  
5 they provide behavioral health services to clients of another individual or agency, they shall  
6 comply with requirements set forth in paragraphs 17 through 19 below.

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

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

25 ...

1           19. If, during the period of Respondent's probation, Respondent changes  
2 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
3 extended leave of absence for whatever reason that may impact their ability to timely comply  
4 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform  
5 the Board of their change of employment status. After the change and within 10 days of  
6 accepting employment in a position where Respondent provides any type of behavioral health  
7 related services or in a setting where any type of behavioral health, health care, or social  
8 services are provided, Respondent shall provide the Board Chair or designee a written  
9 statement providing the contact information of their new employer(s) and a signed statement  
10 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a  
11 copy of this Consent Agreement. If Respondent does not provide the employer's statement to  
12 the Board within 10 days, as required, Respondent's failure to provide the required statement to  
13 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide  
14 Respondent's employer(s) with a copy of the Consent Agreement.

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

18           21. Prior to the release of Respondent from probation, Respondent must submit a  
19 written request to the Board for release from the terms of this Consent Agreement at least 30  
20 days prior to the date they would like to have this matter appear before the Board. Respondent  
21 may appear before the Board, either in person or telephonically. Respondent must provide  
22 evidence that they have successfully satisfied all terms and conditions in this Consent  
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

1 Board determines that any or all terms and conditions of this Consent Agreement have not been  
2 met, the Board may conduct such further proceedings as it determines are appropriate to  
3 address those matters.

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

6 23. Respondent shall be responsible for ensuring that all documentation required in  
7 this Consent Agreement is provided to the Board in a timely manner.

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

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

12  
13 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

14 *Shadi Bastani*  
15 Shadi Bastani (Dec 30, 2020 11:20 PST)

16 Shadi M. Bastani

17 Dec 30, 2020

18 Date

19  
20 **BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

21 By: *M. Zavalas*

22 TOBI ZAVALA, Executive Director  
23 Arizona Board of Behavioral Health Examiners

24 Dec 31, 2020

25 Date

26 **ORIGINAL** of the foregoing filed Dec 31, 2020  
27 with:

28 Arizona Board of Behavioral Health Examiners  
29 1740 West Adams Street, Suite 3600  
30 Phoenix, AZ 85007

31 **EXECUTED COPY** of the foregoing sent electronically Dec 31, 2020  
32 to:

1 Mona Baskin  
Assistant Attorney General  
2 2005 North Central Avenue  
Phoenix, AZ 85004

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4 Shadi M. Bastani  
Address of Record  
Respondent

5  
6 Flynn Carey  
Mitchell Stein Carey Chapman PC  
One Renaissance Square 2 N Central Ave Ste 1450  
7 Phoenix, AZ 85004  
Attorney for Respondent

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