

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

2 **In the Matter of:**

3 **Arline M. Lemeshefsky, LCSW-3634,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0122

**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 February 2nd, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated February 2nd, 2022.

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 February 2nd, 2022.

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

18 **ORIGINAL** of the foregoing filed Apr 15, 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 Apr 15, 2024
24 to:

25 Arline M. Lemeshefsky
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Arline M. Lemeshewsky, LCSW-3634,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2021-0122
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), Arline M. Lemeshewsky (“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.

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. LCSW-3634 for the practice of social
15 work in the State of Arizona.

16 2. On 03/17/21, Respondent conducted a behavioral health session with and adult
17 female client ("Client").

18 3. Client located Respondent through her Psychology Today advertisement.

19 4. Respondent's Psychology Today page simultaneously advertised two (2)
20 professional services, behavioral health services under her LCSW license and Shamanic
21 services.

22 5. Additionally, Respondent's biography on the Foundation for Shamanic Studies
23 included the following:

24 a. Respondent listed her LCSW credentials.

25 b. Respondent indicated she has a private mental health practice.

1 6. Furthermore, Respondent's scheduling platform included the following:

2 a. A hyperlink to Respondent's shamanic website.

3 b. The ability to make a behavioral health appointment with Respondent.

4 7. Respondent made the following representations regarding her Shamanic
5 Services:

6 a. Client brought up the topic of pursuing spiritual services with Respondent.

7 b. Respondent made it clear to Client that she would only provide therapy
8 services or Shamanic services, but not both.

9 c. Respondent believes that Client learned about Respondent's spiritual
10 services through Psychology Today.

11 d. Respondent lists her LCSW credential on websites such as "the
12 Foundation for Shamanic services" to show her perspective.

13 e. Respondent never offers spiritual services to her psychotherapy clients
14 when acting as their therapist.

15 f. Respondent was not aware that the link on her Psychology Today
16 included booking capabilities for both her counseling practice as well as
17 her spiritual services practice and represents this is a technical error.

18 8. Despite representing that she only provides therapy services or Shamanic
19 services, but not both, between 04/21 and 10/21, it appears that at least eight (8) clients
20 transitioned from therapy services to Shamanic services.

21 9. Respondent made the following representations:

22 a. Respondent sees how from an outsider's perspective, it could appear she
23 was attempting to recruit her therapy clients to her spiritual services
24 program.

25 ...

- b. When clients have an initial discussion with Respondent, she makes the distinction between therapy and Shamanic services clear.
- c. Clients may have transitioned from psychotherapy to spiritual services around the beginning of 2021, but Respondent was not recruiting them to join her program.
- d. Respondent does not have a change of role form for clients who transition from psychotherapy to a spiritual program.
- e. Respondent does not view her transition of clients from psychotherapy services to spiritual services as a potential conflict of interest.

10 10. Respondent did not see the following potential risk of exploitation or potential
11 harm:

- a. Advertising and referring services to a vulnerable client can create an environment where a licensee can use one professional service to gain an unfair advantage with another professional service.
- b. Offering multiple services, including advertisements on websites can cause a client to feel pressured to enter into additional professional services.

18 11. Additionally, there was a significant cost disparity between therapy services and
19 Respondent's spiritual program as outlined below:

- a. \$6,997 for the six (6) month Tier 1 spiritual program.
- b. \$9,997 for the Tier 2 upgrade.

22 12. Despite no specific client harm being found, the Board has concerns about
23 potential harm to clients based on these findings.

24 ...

25 ...

1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a
6 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
7 recognized standards of ethics in the behavioral health profession or that constitutes a danger
8 to the health, welfare or safety of a client, as it relates to the following sections of the NASW
9 Code of Ethics:

10 **1.06 Conflicts of Interest:**

11 (b) Social workers should not take unfair advantage of any professional
12 relationship or exploit others to further their personal, religious, political, or
13 business interests.

14 (c) Social workers should not engage in dual or multiple relationships with
15 clients or former clients in which there is a risk of exploitation or potential
16 harm to the client. In instances when dual or multiple relationships are
17 unavoidable, social workers should take steps to protect clients and are
18 responsible for setting clear, appropriate, and culturally sensitive boundaries.

19 (Dual or multiple relationships occur when social workers relate to clients in
20 more than one relationship, whether professional, social, or business. Dual or
21 multiple relationships can occur simultaneously or consecutively.)

22 **ORDER**

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

25 ...

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

8 **Focus and Frequency of Clinical Supervision**

9 6. The focus of the supervision shall relate to billing issues and role playing,
10 conflicts of interest and boundaries, Arizona Board rules and statutes, multiple relationships,
11 transparency, behavioral health ethics, and review of marketing and public websites.
12 Respondent shall meet individually in person with the supervisor for a minimum of one hour
13 twice per month for the first twelve months if working fulltime, and then at the supervisor's
14 recommendation, but no less than one hour once per month for the remaining twelve months if
15 working full time (over 19 hours per week).

16 **Reports**

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

- 21 a. Dates of each clinical supervision session.
- 22 b. A comprehensive description of issues discussed during supervision
- 23 sessions.

24 ...

25 ...

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

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

8 **Change of Clinical Supervisor During Probation**

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

16 **GENERAL PROVISIONS**

17 **Provision of Clinical Supervision**

18 11. Respondent shall not provide clinical supervision while subject to this Consent
19 Agreement.

20 **Civil Penalty**

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

23 13. Respondent's payment of the civil penalty shall be stayed so long as Respondent
24 remains compliant with the terms of this Consent Agreement. If Board staff determines that

25 ...

1 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
2 exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall
3 be automatically lifted and payment of the civil penalty shall be made by certified check or
4 money order payable to the Board within 30 days after being notified in writing of the lifting of
5 the stay.

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

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

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

22 17. Within 10 days of the effective date of this Order, if Respondent is working in a
23 position where Respondent provides any type of behavioral health related services or works in a
24 setting where any type of behavioral health, health care, or social services are provided,

25 ...

1 Respondent shall provide the Board Chair or designee with a signed statement from
2 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
5 copy of the Consent Agreement.

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

16 19. If, during the period of Respondent's probation, Respondent changes
17 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
18 extended leave of absence for whatever reason that may impact their ability to timely comply
19 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
20 the Board of their change of employment status. After the change and within 10 days of
21 accepting employment in a position where Respondent provides any type of behavioral health
22 related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee a written
24 statement providing the contact information of their new employer(s) and a signed statement

25 ...

1 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
2 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
3 the Board within 10 days, as required, Respondent's failure to provide the required statement to
4 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
5 Respondent's employer(s) with a copy of the Consent Agreement.

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

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

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

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

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

25 ...

1 25. This Consent Agreement is conclusive evidence of the matters described herein
2 and may be considered by the Board in determining appropriate sanctions in the event a
3 subsequent violation occurs.
4

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

6 Arline Lemeshefsky
Arline Lemeshefsky (Jan 28, 2022 16:00 MST)

Jan 28, 2022

7 Arline M. Lemeshefsky

Date

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

9 By: 

Feb 2, 2022

10 TOBIN ZAVALA, Executive Director
11 Arizona Board of Behavioral Health Examiners

Date

12 **ORIGINAL** of the foregoing filed Feb 2, 2022
with:

13 Arizona Board of Behavioral Health Examiners
14 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

15 **EXECUTED COPY** of the foregoing sent electronically Feb 2, 2022
16 to:

17 Mona Baskin
Assistant Attorney General
2005 North Central Avenue
18 Phoenix, AZ 85004

19 Arline M. Lemeshefsky
Address of Record
20 Respondent

21 Robin E. Burgess
Sanders & Parks PC
22 3030 North Third Street, Suite 1300
Phoenix, AZ 85012
23 Attorney for Respondent
24
25