

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

2 **In the Matter of:**

3 **Colin J. Bennett, LAC-17779,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0008

**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 January 6th, 2022. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 6th, 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 January 6th, 2022.

15 By:  Apr 17, 2023
16 **TOBI ZAVALA, Executive Director** **Date**
17 **Arizona Board of Behavioral Health Examiners**

18 **ORIGINAL** of the foregoing filed Apr 17, 2023
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 17, 2023
24 to:

25 Colin J. Bennett
Address of Record
Respondent

Sara Stark
Chelle Law
11811 N Tatum Blvd Suite 3031

1 Phoenix, AZ 85028
2 Attorney for Respondent

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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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. In 12/20, Respondent submitted his LAC renewal application to the Board,
15 indicating a termination by his employer (“Employer 1”).

16 2. Within Respondent’s application, he provided an explanation that he was
17 terminated from Employer 1 for violating the corporate policy regarding the use of information
18 technology resources.

19 3. Respondent admitted to viewing pornographic material on his assigned work
20 computer in his assigned workspace and his records from his personnel file confirm this.

21 4. In Respondent’s LAC renewal application, he also admitted to previous treatment
22 for compulsive pornography use in 2012 – 2013.

23 5. During the Board’s 07/16/21 meeting, the Board voted to open a complaint
24 against Respondent and order Respondent to complete a psychosexual evaluation.

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1 **Focus and Frequency of Clinical Supervision**

2 6. The focus of the supervision shall relate to self-care and healthy coping skills.
3 Respondent shall meet individually in person with the supervisor for a minimum of one hour
4 twice monthly if working fulltime.

5 **Reports**

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

- 10 a. Dates of each clinical supervision session.
11 b. A comprehensive description of issues discussed during supervision
12 sessions.

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

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

20 **Change of Clinical Supervisor During Probation**

21 10. If, during the period of Respondent's probation, the clinical supervisor determines
22 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
23 the end of supervision and provide the Board with an interim final report. Respondent shall
24 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the

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1 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
2 proposed clinical supervisor shall provide the same documentation to the Board as was required
3 of the initial clinical supervisor.

4 **Therapy**

5 11. During the period of probation, Respondent shall attend therapy for 12 months
6 with a masters or higher level behavioral health professional licensed at the independent level.
7 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
8 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
9 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
10 a letter addressing why they should be approved, acknowledging that they have reviewed the
11 Consent Agreement and include the results of an initial assessment and a treatment plan
12 regarding the proposed treatment of Respondent. The proposed treatment plan shall address
13 the frequency of therapy required.

14 12. Upon approval, the Board will provide the therapist with copies of any required
15 evaluations completed at the request of the Board prior to this Consent Agreement and the
16 Board's investigative report.

17 **Focus and Frequency of Therapy**

18 13. The focus of the therapy shall relate to topics indicated in the psychosexual
19 evaluation, relapse prevention planning, and self-care. Respondent shall meet in person with
20 the therapist twice monthly.

21 **Reports**

22 14. Once approved, the therapist shall submit quarterly reports and a final summary
23 report to the Board for review and approval. The quarterly reports shall include issues presented
24 in this Consent Agreement that need to be reported and the therapist shall notify the Board if

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1 more frequent therapy is needed. The reports shall address Respondent's current mental health
2 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
3 professional opinion, Respondent becomes unable to practice psychotherapy safely and
4 competently. The final report shall also contain a recommendation as to whether the
5 Respondent should be released from this Consent Agreement.

6 **GENERAL PROVISIONS**

7 **Provision of Clinical Supervision**

8 15. Respondent shall not provide clinical supervision while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 16. Subject to the provisions set forth in paragraph 17, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

20 18. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

8 20. If Respondent currently sees clients in their own private practice, and obtains any
9 other type of behavioral health position, either as an employee or independent contractor, where
10 they provide behavioral health services to clients of another individual or agency, they shall
11 comply with requirements set forth in paragraphs 21 through 23 below.

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

20 22. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health 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 with a written
24 statement providing the contact information of their new employer and a signed statement from

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

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

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

23 25. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30

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1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

10 26. Respondent shall bear all costs relating to probation terms required in this
11 Consent Agreement.

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

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

15 29. This Consent Agreement is conclusive evidence of the matters described herein
16 and may be considered by the Board in determining appropriate sanctions in the event a
17 subsequent violation occurs.

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

19 

Colin J. Bennett (Jan 6, 2022 09:47 MST)

20 Colin J. Bennett

Jan 6, 2022

Date

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

22
23 By: 

24 TOBI ZAVALA, Executive Director
25 Arizona Board of Behavioral Health Examiners

Jan 6, 2022

Date

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ORIGINAL of the foregoing filed Jan 6, 2022
with:

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

EXECUTED COPY of the foregoing sent electronically Jan 6, 2022
to:

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

Colin J. Bennett
Address of Record
Respondent

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11811 N Tatum Blvd Suite 3031
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Attorney for Respondent