

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

2 **In the Matter of:**

3 **Elizabeth K. Andronic, LMSW-18534,**
4 **Licensed Master Social Worker,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2022-0113

**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 9th, 2023. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 9th, 2023.

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 9th, 2023.

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

17
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 Elizabeth K. Andronic
Address of Record
Respondent

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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-18534 for the practice of Social
15 Work in the State of Arizona.

16 2. From 12/20 – 09/21, Respondent provided behavioral health services to Client.

17 3. Client's treatment plan indicated goals of controlling impulses, maintaining a
18 stabilized mood, increased engagement in social activities, and returning to work.

19 4. Multiple progress notes for Client indicated discussions around setting
20 boundaries.

21 5. Specifically, the 01/31/22 note indicated the following:

22 a. Respondent had a conversation with Client about boundaries and how Client
23 and Licensee are not friends.

24 b. Client expressed understanding.

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- c. Respondent told Client she would no longer be replying to texts or phone due to not being Client's therapist anymore.
- 6. Part of the 09/04/21 discharge summary indicated Client was able to reinforce boundaries during therapy.
- 7. A 12/02/21 note indicated the following:
 - a. On 11/21, Client reached out to Respondent and continued to reach out to Respondent via text message after therapy ended.
 - b. Respondent answered Client's questions and the conversation did not continue past what Client inquired about.
 - c. Respondent clarified she was no longer Client's therapist and it was not safe for Client to keep reaching out to Respondent.
- 8. Respondent acknowledged the following in her written response to the Board complaint:
 - a. Respondent used a casual, relaxed tone in her texts which was consistent with her interactions with Client during sessions.
 - b. Respondent did not provide therapy through text and did not retain copies of the messages in Client's clinical record.
 - c. After therapy ended, Client would text Licensee about once a month to ask questions or provide an update.
 - d. During an 11/21 phone call Respondent attempted to clarify boundaries with Client and reinforce she was no longer Client's therapist.
 - e. In 12/21, Client contacted Respondent to inquire about the cost of hospitalization at Agency and Licensee encouraged her to seek the care she needed.
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- 1 f. In 01/22, Client enrolled in a partial hospitalization program at Agency and
2 Client texted Respondent asking if Respondent would be working.
3 g. Licensee did not respond to this text because she did not want to interfere
4 with Client's treatment.
5 h. On 01/17/22, Complainant emailed Respondent asking her to make her
6 relationship with Client very clear.
7 i. Respondent subsequently had an in-person conversation with Client and
8 informed her that Respondent was not her therapist and would no longer
9 communicate via text or phone call; Client verbalized understanding.

10 9. During an investigative interview with Board staff, Respondent represented the
11 following:

- 12 a. Respondent kept a friendly tone via text but did not feel the texting
13 relationship was friendly.
14 b. Respondent believed she set boundaries with Client appropriately when she
15 concluded services.
16 c. Respondent viewed the texts as updates and is unsure why she did not
17 document any of the conversations.
18 d. Using humor such as dying is more expensive than services was part of the
19 rapport they built and Client responded well to humor.
20 e. Respondent can see the potential harm to Client by not responding to her text
21 in 01/22.
22 f. Agency was aware of these concerns and part of her corrective action was to
23 present in a training.

24 10. Respondent and Client exchanged some of the following texts in part:

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- a. Respondent told Client that her life is important and dying is more expensive than services.
- b. Client has been “checked out” and is just going through the motions.
- c. Client asks how much it would cost to be admitted at Agency.
- d. Respondent asks if Client plans to go to Agency and is happy to hear Client plans on going to Agency.
- e. Respondent and Client exchanged texts around someone that Client met while at the hospital and how she plans to move in with them, and Respondent states she does not think it was great idea.

11. Respondent inappropriately engaged in unprofessional texting correspondence with Client during therapy and for a couple months after therapy ended, blurring professional boundaries.

12. Discussions during Client’s therapy focused on Client setting boundaries, yet Respondent did not set appropriate professional boundaries herself.

13. Respondent failed to document any of these text conversations in Client’s clinical record except for the 12/02/21 note indicating that Client continued to reach out since 11/21.

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)(k), engaging in any conduct or practice that is contrary to recognized standards of ethics in the behavioral health profession or that constitutes a danger to the health, welfare or safety of a client, as it relates to the following section of the NASW Code of Ethics:

1 letter, the clinical supervisor must address why they should be approved, acknowledge that they
2 have reviewed the Consent Agreement and include the results of an initial assessment and a
3 supervision plan regarding the proposed supervision of Respondent. The letter from the
4 supervisor shall be submitted to the Board.

5 **Focus and Frequency of Clinical Supervision**

6 8. The focus of the supervision shall relate to boundaries, behavioral health ethics,
7 documentation, record keeping, risk assessment, NASW Code of Ethics, and Board statutes
8 and rules. Respondent shall meet individually in person with the supervisor for a minimum of
9 one hour weekly if working fulltime.

10 **Reports**

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

- 15 a. Dates of each clinical supervision session.
16 b. A comprehensive description of issues discussed during supervision
17 sessions.

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

21 11. After Respondent's probationary period, the supervisor shall submit a final
22 summary report for review and approval by the Board Chair or designee. The final report shall
23 also contain a recommendation as to whether the Respondent should be released from this
24 Consent Agreement.

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Civil Penalty

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

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

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

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

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

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

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

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

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

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

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

3 23. 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 24. This Consent Agreement shall be effective on the date of entry below.

6 25. 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 *Elizabeth Andronic* Jan 6, 2023
Elizabeth Andronic (Jan 6, 2023 18:11 MST) _____
12 Elizabeth K. Andronic Date

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

14 By: *Mpli Zavala* Jan 9, 2023
15 TOBI ZAVALA, Executive Director Date
16 Arizona Board of Behavioral Health Examiners

17 **ORIGINAL** of the foregoing filed Jan 9, 2023
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 Jan 9, 2023
22 to:

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

25 ...

1 Elizabeth K. Andronic
Address of Record
2 Respondent

3 Kevin Nicholas
Lewis Brisbois Bisgaard & Smith LLP
4 Plaza Tower II 2929 N Central Ave. Suite 1700
Phoenix AZ 85012
5 Attorney for Respondent

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