

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

2 **In the Matter of:**

3 **Daed L. Ayala Penaloza, LCSW-17129,**
4 **Licensed Clinical Social Worker**
5 **In the State of Arizona.**

CASE NO. 2022-0116

RELEASE FROM
CONSENT AGREEMENT AND ORDER

RESPONDENT

6
7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated May 23rd, 2022. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated May 23rd, 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 May 23rd, 2022.

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

Aug 15, 2023
Date

17
18 **ORIGINAL** of the foregoing filed Aug 15, 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 Aug 15, 2023
24 to:

25 Daed L. Ayala Penaloza
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Daed L. Ayala Penalzoza, LCSW-17129,**
5 **Licensed Clinical Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2022-0116
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), Daed L. Ayala Penalzoza (“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

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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. From 10/20 – 01/22, Respondent provided behavioral health services to a client
15 (“Client”) who was a minor at the time of services.

16 2. A 09/01/20 assessment with Client completed by another clinician included the
17 following in part:

- 18 a. Client reported hearing numerous voices that tell him to murder others.
- 19 b. Client has had three suicide attempts or self-harming behaviors in the past
20 including one two years ago, one six months ago, and another a few weeks
21 ago.
- 22 c. Client has hit his 4-year-old nephew in the head and broke skin in the past.
- 23 d. Risk factors included prior acts of violence, angry mood/agitation, and
24 psychosis.

1 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
2 Respondent shall submit a certificate of completion of the required continuing education.

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

8 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
9 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
10 hours in behavioral health ethics. All required continuing education shall be pre-approved by the
11 Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion
12 of the required continuing education.

13 **Clinical Supervision**

14 7. While on probation, Respondent shall submit to clinical supervision for 12 months
15 by a masters or higher level behavioral health professional licensed by the Arizona Board of
16 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
17 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
18 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
19 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
20 letter, the clinical supervisor must address why they should be approved, acknowledge that they
21 have reviewed the Consent Agreement and include the results of an initial assessment and a
22 supervision plan regarding the proposed supervision of Respondent. The letter from the
23 supervisor shall be submitted to the Board.

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1 **Focus and Frequency of Clinical Supervision**

2 8. The focus of the supervision shall relate to duty to report, mandated reporting,
3 and Arizona Statutes/Rules. Respondent shall meet individually in person with the supervisor for
4 a minimum of one hour monthly if working fulltime.

5 **Reports**

6 9. 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 10. 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 11. 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 12. 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 **GENERAL PROVISIONS**

5 **Provision of Clinical Supervision**

6 13. Respondent shall not provide clinical supervision while subject to this Consent
7 Agreement.

8 **Civil Penalty**

9 14. Subject to the provisions set forth in paragraph 15, the Board imposes a civil
10 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

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

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

18 20. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board

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1 within 10 days, as required, Respondent's failure to provide the required statement to the Board
2 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
3 employer(s) with a copy of the Consent Agreement.

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

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

21 23. Prior to the release of Respondent from probation, Respondent must submit a
22 written request to the Board for release from the terms of this Consent Agreement at least 30
23 days prior to the date they would like to have this matter appear before the Board. Respondent
24 may appear before the Board, either in person or telephonically. Respondent must provide

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1 evidence that they have successfully satisfied all terms and conditions in this Consent
2 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
3 this Consent Agreement have been met and whether Respondent has adequately demonstrated
4 that they have addressed the issues contained in this Consent Agreement. In the event that the
5 Board determines that any or all terms and conditions of this Consent Agreement have not been
6 met, the Board may conduct such further proceedings as it determines are appropriate to
7 address those matters.

8 24. Respondent shall bear all costs relating to probation terms required in this
9 Consent Agreement.

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

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

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

16
17 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

18 Daed L. Ayala
Daed L. Ayala (May 23, 2022 14:00 PDT)
19 Daed L. Ayala Penalzoza

May 23, 2022
Date

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

21 By: M. Zaval
22 TOBI ZAVALA, Executive Director
23 Arizona Board of Behavioral Health Examiners

May 23, 2022
Date

24 **ORIGINAL** of the foregoing filed May 23, 2022
25 with:

1 Arizona Board of Behavioral Health Examiners
2 1740 West Adams Street, Suite 3600
3 Phoenix, AZ 85007

May 23, 2022

3 **EXECUTED COPY** of the foregoing sent electronically
4 to:

4 Mona Baskin
5 Assistant Attorney General
6 2005 North Central Avenue
7 Phoenix, AZ 85004

7 Daed L. Ayala Penaloza
8 Address of Record
9 Respondent

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