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BEFORE THE ARIZONA BOARD

### OF BEHAVIORAL HEALTH EXAMINERS

#### In the Matter of:

Stephanie M. Rupe, LAC-18104, Licensed Associate Counselor, In the State of Arizona.

### RESPONDENT

CASE NO. 2022-0079 2023-0037 2023-0144

### **CONSENT AGREEMENT**

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Stephanie M. Rupe ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

### **RECITALS**

Respondent understands and agrees that:

- Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
- 2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.
- Respondent has the right to consult with an attorney prior to entering into this Consent Agreement.

- 4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke their acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.
- 5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein between only Respondent and the Board for the final disposition of this matter and may be used for purposes of determining sanctions in any future disciplinary matter.
- 6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.
- 7. Respondent acknowledges and agrees that the acceptance of this Consent Agreement is solely to settle this Board matter and does not preclude the Board from instituting other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding any language in this Consent Agreement, this Consent Agreement does not preclude in any way any other state agency or officer or political subdivision of this state from instituting proceedings, investigating claims, or taking legal action as may be appropriate now or in the future relating to this matter or other matters concerning Respondent, including but not limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the Board, this Consent Agreement makes no representations, implied or

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

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

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

### **FINDINGS OF FACT**

### **Complaint 2022-0079**

- 1. Respondent is the holder of License No. LAC-18104 for the practice of counseling in Arizona.
- 2. From 05/21 11/21, Respondent was employed at a behavioral health agency ("Agency 1") as a full-time Clinician.
- 3. On 05/19/21, Respondent signed an employment contract with Agency 1 which included the following:
  - a. Clients should not have Respondent's personal phone number.
  - Respondent is not to dispose of any documentation at home unless they have a shredder.
  - If Respondent does not have a shredder, she must bring the documentation to Agency 1 and use Agency 1's shredder.
  - d. Respondent must provide a 30-day notice of resignation.
  - 4. Respondent violated this employment contract as follows:
    - a. On 10/22/21, Respondent was written up for using her personal cell phone to speak with clients.
    - b. On 10/26/21, Respondent notified Complainant she was giving a one week notice of her resignation, but later changed to a two-week notice.

- c. After leaving Agency 1, Respondent kept her planner with client's full names and kept summaries of client's services.
- 5. Specifically, Respondent kept summaries for six Agency 1 clients which included the following in part:
  - a. The client's full name.
  - b. The client's age.
  - c. The client's diagnosis.
  - d. The client's current living situation.
  - e. A quick history of the client.
  - f. The client's goals for therapy.
- 6. During an investigative interview, Respondent represented the following regarding maintaining confidential client information after her departure from Agency 1:
  - a. Respondent prepared these six client summaries to give to the new therapist but did not have chance to do so since Complainant let her go.
  - Respondent held onto the summaries and client information due to this investigation.
  - Respondent would shred these documents following the completion of the Board's investigation.
  - d. Respondent kept the planner and client summaries in a container in her closet.
  - e. The planner and client summaries were not in a safe or secured by a lock.
  - f. Respondent lives with her husband and Respondent represents he would not look through her stuff.

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- 7. Respondent represents she kept confidential client information following her departure from Agency 1 due to this Board complaint when in fact her last day was 11/03/21, and the Board did not receive the complaint until 11/10/21.
- 8. Respondent held onto these records for at least one full week before any knowledge of a Board complaint.
- 9. Respondent signed an employment contract with Agency 1 agreeing to dispose of client documentation appropriately, yet she maintained confidential client records in her personal possession in an unlocked area.
- 10. Respondent failed to dispose of confidential client information appropriately following her departure from Agency 1 as required by the ACA Code of Ethics and her employment contract with Agency 1.

### **Complaint 2023-0037**

- 11. From 07/22 until 09/22, Respondent worked at a behavioral health agency ("Agency 2").
- 12. Due to various client complaints and Respondent's failure to follow Agency 2 procedures, the decision was made to terminate Respondent's contract.
- 13. Following Respondent's termination from Agency 2, her office was searched and they found approximately eleven files that belonged to clients outside of Agency 2, some containing client names, dates of birth, guardian names, a treatment plan, and various other therapy forms.
  - 14. Respondent represented the following during her investigative interview:
    - a. Respondent always makes folders for her clients, but she was not aware the folders with client information were there.
    - b. Respondent recycles her folders by crossing out older client names.

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- c. Respondent believed she had shredded all documentation inside the folders, and she was unaware they were there until the complaint came in.
- 15. Respondent was in possession of client information from a different agency, and she was unaware of it.
- 16. Despite only working at Agency 2 between 07/22 09/22, Respondent's personnel record contained approximately eight documented client complaints.
- 17. Several of the client complaints, relating to the quality and style of the services provided by Respondent, were similar in nature, demonstrating a pattern of behavior.
- 18. Respondent's termination letter listed multiple issues, including misrepresentation of experience, multiple termination from Agency 2 clients, lack of behavior modification, unwillingness to attend training, continuous errors, argumentative and disruptive within the workplace.
  - 19. Respondent represented the following in a written statement:
    - Regarding the allegations of client complaints and Respondent's termination letter, there is no circumstantial evidence.
    - b. During the course of approximately five supervision sessions, there was no mention or documentation of client complaints, lack of behavior modification, unwillingness to attend trainings, continuous errors, and/or argumentative and disruptive behavior in the work place.
    - c. The statements are hearsay, unsubstantiated and not true.
    - d. Respondent did not misrepresent her therapy experience, such as EMDR training.
- 20. Furthermore, while applying with Agency 2, Respondent provided a resume that did not contain her employment with her former employer, Agency 1, at which she worked approximately six months.

- 21. Respondent represented, during her investigative interview, that she did not list Agency 1 on her resume due to knowing she had a complaint and really needing a job.
- 22. Further review of Respondent's most recent employment application at another behavioral health agency ("Agency 3") showed she also failed to list Agency 1.

#### **Complaint 2023-0144**

- 23. From 11/22 02/23, Respondent worked at Agency 3 as a therapist.
- 24. On 03/01/23, another complaint against Respondent was received noting the following concerns:
  - a. On 02/21/23, at approximately 10:00 am, an error was noted on a client report, and Respondent was directed to reach out to the client ("Client") to sign a new report.
  - Respondent responded by stating she can sign it as she remembers the client's code.
  - c. Respondent was notified this would be considered fraud and the client must physically enter the code herself.
  - d. Following a review of Respondent's notes, it was noted that the previously discussed client report was signed by the client after meeting with Respondent.
  - e. There was no note documenting a verbal authorization to sign the report for Client, and Client's husband informed the complainant Client was in jail.
  - f. It was verified that Client could not have signed it or given consent because they were incarcerated at the time.
- 24. The client's screening report was provided and it was signed by both Client and Respondent on 02/21/23 at 10:42 am.

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- 25. An online inmate search was conducted on the client which shows a 02/19/23 booking date.
  - 26. Respondent's documentation indicates she signed the report on behalf of Client.

### **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), any conduct or practice that is contrary to recognized standards of ethics in the behavioral health profession, as it relates to the following sections of the ACA Code of Ethics:

### **D.1.g. Employer Policies**

The acceptance of employment in an agency or institution implies that counselors are in agreement with its general policies and principles. Counselors strive to reach agreement with employers regarding acceptable standards of client care and professional conduct that allow for changes in institutional policy conducive to the growth and development of clients.

#### B.6.h. Storage and Disposal After Termination:

Counselors store records following termination of services to ensure reasonable future access, maintain records in accordance with federal and state laws and statutes such as licensure laws and policies governing records, and dispose of client records and other sensitive materials in a manner that protects client confidentiality. Counselors apply careful discretion and deliberation before destroying records that may be needed by a court of law, such as notes on child abuse, suicide, sexual harassment, or violence.

Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004 Stephanie M. Rupe Address of Record Respondent