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BEFORE THE ARIZONA BOARD OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Christine C. Carrillo, LPC-21582, Licensed Professional Counselor, In the State of Arizona.

RESPONDENT

CASE NO. 2023-0160
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), Christine C. Carrillo ("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 and the lifting of the stay of suspension.
- 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 In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees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

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.
- 9. Respondent further understands that any violation of this Consent Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in disciplinary action pursuant to A.R.S. § 32-3281.
- 10. The Board therefore retains jurisdiction over Respondent and may initiate disciplinary action against Respondent if it determines that they have failed to comply with the terms of this Consent Agreement or of the practice act.

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

FINDINGS OF FACT

- Respondent is the holder of License No. LPC-21582 for the practice of counseling in the State of Arizona.
- 2. From 06/21 03/22, Respondent provided IOP behavioral health services to Complainant at Agency 1.
- During the course of treatment at Agency 1, Complainant had disclosed suicidal ideation during sessions.
- 4. A 10/01/21, 10/28/21, and 12/02/21 progress note included Complainant reported suicidal ideation.
- At least three progress note documented Complainant having suicidal ideation,
 yet Respondent failed to develop any sort of safety plan or complete a risk assessment to
 assess Complainant's suicidality.
 - 6. Respondent represented the following regarding Complainant's suicidal ideation:

- a. Complainant's statements were passive and attention-seeking, and everything was followed up on.
- b. Licensee does not recall completing a safety plan or risk assessment.
- c. Complainant did not express a plan or intent.
- d. Respondent contributed Complainant's suicidal ideation to Complainant's histrionic borderline tendencies.
- 7. Shortly after Complainant's graduation from Agency 1's IOP, Respondent and Complainant engaged in electronic communication outside of the therapeutic setting.
- 8. The electronic communication between Respondent and Complainant included the following in part:
 - a. Undated screenshots showing Respondent and Complainant were Facebook friends and that Respondent followed Complainant on Instagram.
 - b. A 03/13/22 email between Complainant and Respondent included the following:
 - Complainant stated she missed Respondent and thanked Respondent for letting her follow her on Instagram as it makes it easier for Complainant emotionally being connected to Respondent.
 - Respondent responded that she would have not accepting Complainant's request if she thought it was a boundary crossing.
 - c. On 03/13/22, Respondent texted Complainant that she will always hold a special place in Respondent's heart.
 - d. In an April 18th text, Respondent told Complainant she was there for her and called Complainant babe.
 - e. A 05/17/22 Facebook post shows Respondent commented "sending love" on Complainant's post about her birthday.

- f. A 12/01/22 Facebook post by Complainant showing Respondent liked the photo of Complainant in a bikini.
- g. Additional undated texts how Respondent stating she wishes she could be more of a support and would being going into private practice in 4-6 months so they can discuss starting individual therapy again.
- h. A 01/08/23 text message included Respondent asking if Complainant was okay and Respondent was thinking about Complainant.
- In a 02/14/23 email, Complainant stated she thought Respondent loved and cared about her.
- j. A 02/15/23 text from Respondent to Complainant indicated Respondent was sorry Complainant was having panic attacks but they both knew it was not a result of anything Respondent did or said.
- k. 02/17/23 texts show Complainant stating she was really sad and felt like nothing, and Respondent responds she can only recommend a higher level of care to Complainant.
- Undated texts show Respondent apologizing to Complainant stating she cares deeply for Complainant and Complainant's well-being.
- m. Undated texts show Respondent stating her and Complainant worked together for a long time and of course there was going to be human emotions, but Complainant needs a therapist with stronger boundaries.
- n. Undated texts show Respondent asking if Complainant's therapist reported Respondent and Respondent hoped Complainant got it cleared up.
- o. Undated text messages show Respondent stating Complainant blurred the lines of their relationship and Respondent has all the texts and emails showing Complainant's inappropriate behaviors and borderline tendencies.

- 9. Despite a 02/25/22 progress note completed by Respondent at Agency 1 documenting that Complainant had grown very attached to Respondent, Respondent failed to set boundaries with Complainant at the conclusion of services at Agency 1 and engaged in non-therapeutic conversations with Complainant for several months.
- 10. After Complainant's discharge from Agency 1, Respondent almost immediately began having contact with Complainant outside of the therapy setting and failed to document anywhere her ethical decision-making model or rationale for continuing contact with Complainant.
- 11. Respondent begins telling Complainant she would be going into private practice and could start services again with Complainant, showing that Respondent was aware Complainant was in need of behavioral health services.
- 12. Some of the texts Respondent sends have undertones of blame-shifting, as if to blame Complainant and put various responsibilities on Complainant.
- 13. This is evidenced by the texts when Respondent states the panic attacks Complainant was experiencing was not a result of what Respondent did and another text where Respondent tells Complainant she needs to clear things up regarding whether her therapist reported Respondent.
- 14. Respondent was aware of the attachment Complainant had towards Respondent, yet Respondent chose to engage in texting, emailing, and social media contact following the termination of Complainant's services at Agency 1.
- 15. From 01/23 02/23 Respondent provided behavioral health services to Complainant at Agency 2.
- 16. At the onset of these services, Respondent failed to document anywhere within the clinical records her prior therapeutic and non-therapeutic relationship with Complainant, and how Respondent would be able to remain objective in Complainant's treatment.

- 17. Respondent chose to initiate services again with Complainant even after Complainant expressed her attachment and love for Respondent.
- 18. Respondent acknowledged not establishing clear boundaries with Complainant upon termination of services at Agency 1 and agrees it is not appropriate to converse with a client following the termination of services because it could create co-dependency.
- 19. On 01/28/23, Respondent completed a treatment plan with Complainant at Agency 2 which indicated the estimated completion of treatment would be three months and treatment frequency would be every two weeks.
- 20. Respondent in turns has one session with Complainant on 02/11/23 where the note indicates they reviewed DBT and will create a trauma timeline to pick up targets for neuro-processing.
- 21. On 02/11/23, Respondent enters a note indicating Respondent and Complainant will terminate treatment due to safety concerns pertaining to the therapeutic alliance.
- 22. A 02/27/23 contact note indicated Respondent and Complainant discussed the termination of services based on Complainant's inability to maintain confidentiality and adhere to HIPAA.
- 23. A 02/18/23 termination note indicate services were discontinued due to a mutual decision since Complainant was sharing information with her mother and the mother reached out to Respondent leaving threatening messages.
- 24. Respondent represented the following regarding the termination of services at Agency 2:
 - a. When Complainant came in for the intake, Respondent became aware of other factors and indicated Complainant would need a higher level of care.
 - b. Complainant asked to be discharged from services but then took it back, so then Respondent terminated services.

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- c. In the final session together, they discussed what the termination would look like but Complainant wanted to stay in services.
- d. After the termination of services Respondent had contact with Complainant and was informed Complainant had another therapist but Respondent failed to document this within the clinical record.
- 25. Nowhere within the clinical record does it indicate Respondent took any steps to ensure continuity of care for Complainant.
- 26. Despite Respondent documenting there was a conversation around the termination of services, Respondent acknowledged that Complainant wanted to remain in services yet Respondent terminated the therapeutic service anyway.
- 27. The informed consent Complainant signed at Agency 1 failed to include the following minimum Board requirements:
 - a. General procedures to be used in treatment, including benefits, limitations, and potential risk.
 - b. The client's right to be advised of the consequences of refusal and withdrawal.
 - c. The licensee's refund and collection policies and procedures.
- 28. The progress notes at Agency 1 failed to include the minimum telehealth requirements:
 - a. Mode of session, whether interactive audio, video, or electronic communication.
 - Verification of the client's physical location during the session; and local emergency contacts.
- 29. The informed consent Complainant signed at Agency 2 failed to include the following minimum Board requirements:

- a. The licensee's refund and collection policies and procedures.
- b. Manner of identifying the client when using electronic communication that does not involve video.
- c. Despite there being a space for the date the client signed the informed consent, it is left blank.
- 30. The 01/28/23 treatment plan completed at Agency 2 for Complainant failed to include the following minimum Board requirements:
 - a. The date the treatment plan will be reviewed.
 - b. The dated signature of the client nor is there a space for it.
- 31. In 2020 and 2022, Respondent submitted her LAC renewal applications with the Board where she was required to complete the Arizona Statutes/Regulations Tutorial which provides education and training on Arizona clinical documentation standards.

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 ACA Code of Ethics:

A.6.E, Nonprofessional Interactions or Relationships (Other than Sexual or Romantic Interactions or Relationships)

Counselors avoid entering into nonprofessional relationships with former clients, their romantic partners, or their family members when the interaction is potentially harmful to the client. This applies to both

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in-person and electronic interactions or relationships.

- 3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(I), engaging in any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.
- 4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without making an appropriate referral for continuation of care for the client if continuing behavioral health services are indicated.
- 5. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(16)(p), failing to confirm to minimum practice standards as developed by the board, as it relates to the following:

A.A.C. R4-6-1101. Consent for Treatment

A.A.C. R4-6-1102. Treatment Plan

A.A.C. R4-6-1106. Telepractice

ORDER

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

Stayed Suspension

- As of the effective date of this Consent Agreement, Respondent's license, LPC-21582, shall be SUSPENDED for 24 months. However, the suspension shall be stayed and Respondent's license shall be placed on probation.
- 2. During the stayed suspension portion of the Order, if Respondent is noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted and Respondent's license shall be automatically suspended as set forth above.

- 3. If Respondent contests the lifting of the stay as it relates to this paragraph, Respondent shall request in writing, within 10 days of being notified of the automatic suspension of licensure, that the matter be placed on the Board agenda for the Board to review and determine if the automatic suspension of Respondent's license was supported by clear and convincing evidence.
- 4. If the written request is received within 10 days of a regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting.
- 5. Pending the Board's review, Respondent's license shall be reported as suspended under review. Respondent may not work in any capacity as a licensed behavioral health professional pending the Board's review. The Board's decision and Order shall not be subject to further review.
- Respondent's license, LPC-21582, will be placed on probation for 24 months,
 effective from the date of entry as signed below.
- 7. Respondent shall not practice under their license, LPC-21582, unless they are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, they shall immediately notify the Board in writing and shall not practice under their license until they submit a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.
- 8. In the event that Respondent is unable to comply with the terms and conditions of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until such time as they are granted approval to re-commence compliance with the Consent Agreement.

Continuing Education

- 9. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of continuing education addressing current Arizona documentation standards. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education.
- 10. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three-semester credit hour graduate level behavioral health ethics course from a regionally accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.
- 11. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock hours of continuing education addressing risk assessment. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education
- 12. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock hours of continuing education addressing continuity of care. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education
- 13. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall complete 10 clock hours in attendance of two separate Board meetings.

Clinical Supervision

14. While on probation, Respondent shall submit to clinical supervision for 24 months by a masters or higher level behavioral health professional licensed by the Arizona Board of Behavioral Health Examiners at the independent level. Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must address why they should be approved, acknowledge that they have reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

15. The focus of the supervision shall relate to, behavioral health ethics, Board statutes and rules, Arizona documentation, boundaries, dual relationships, clinical care, and risk assessment. During each supervision session, the supervisor shall review a minimum of 3 client records chosen at random by the supervisor to ensure Respondent's compliance with current behavioral health documentation standards in Arizona. Respondent shall meet individually with the supervisor twice monthly for the first 12 months. The frequency for the remaining 12 months will be at the recommendation of clinical supervisor, but not less than once monthly.

Reports

- 16. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in this Consent Agreement that need to be reported and the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:
 - a. Dates of each clinical supervision session.

- A comprehensive description of issues discussed during supervision sessions.
- c. The results of each clinical documentation review by the supervisor.
- 17. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C).
- 18. After Respondent's probationary period, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Clinical Supervisor During Probation

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

GENERAL PROVISIONS

<u>Provision of Clinical Supervision</u>

20. Respondent shall not provide clinical supervision to associate level licensees accruing and submitting hours towards independent licensure while subject to this Consent Agreement.

Civil Penalty

- 21. Subject to the provisions set forth in paragraph 22, the Board imposes a civil penalty against the Respondent in the amount of \$1,000.00.
- 22. Respondent's payment of the civil penalty shall be stayed so long as Respondent remains compliant with the terms of this Consent Agreement. If Board staff determines that Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the exception of the tolling provision under paragraph 3, the stay of the civil penalty payment shall be automatically lifted and payment of the civil penalty shall be made by certified check or money order payable to the Board within 30 days after being notified in writing of the lifting of the stay.
- 23. Within 10 days of being notified of the lifting of the stay, Respondent may request that the matter be reviewed by the Board for the limited purpose of determining whether the automatic lifting of the stay was supported by clear and convincing evidence. If the Board receives the written request within 10 days or less of the next regularly scheduled Board meeting, the request will not be heard at that meeting, but will be heard at the next regularly scheduled Board meeting. The Board's decision on this matter shall not be subject to further review.
- 24. The Board reserves the right to take further disciplinary action against Respondent for noncompliance with this Consent Agreement after affording Respondent notice and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final and the period of probation shall be extended until the matter is final.
- 25. If Respondent currently sees clients in their own private practice, and obtains any other type of behavioral health position, either as an employee or independent contractor, where

they provide behavioral health services to clients of another individual or agency, they shall comply with requirements set forth in paragraphs 26 through 28 below.

- 26. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 27. If Respondent is not employed as of the effective date of this Order, within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee with a written statement providing the contact information of their new employer and a signed statement from Respondent's new employer confirming Respondent provided the employer with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days, as required, Respondent's failure to provide the required statement to the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.
- 28. If, during the period of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact their ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

the Board of their change of employment status. After the change and within 10 days of 1 2 3 4 5 6 7 8 9

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

- 29. Respondent shall practice behavioral health using the name under which they are licensed. If Respondent changes their name, they shall advise the Board of the name change as prescribed under the Board's regulations and rules.
- 30. Prior to the release of Respondent from probation, Respondent must submit a written request to the Board for release from the terms of this Consent Agreement at least 30 days prior to the date they would like to have this matter appear before the Board. Respondent may appear before the Board, either in person or telephonically. Respondent must provide evidence that they have successfully satisfied all terms and conditions in this Consent Agreement. The Board has the sole discretion to determine whether all terms and conditions of this Consent Agreement have been met and whether Respondent has adequately demonstrated that they have addressed the issues contained in this Consent Agreement. In the event that the Board determines that any or all terms and conditions of this Consent Agreement have not been met, the Board may conduct such further proceedings as it determines are appropriate to address those matters.

1	31.	Respondent shall bear all costs relatir	ng to probation terms required in this
2	Consent Agreement.		
3	32. 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	33. This Consent Agreement shall be effective on the date of entry below.		
6	32. This Consent Agreement is conclusive evidence of the matters described here		
7	and may be considered by the Board in determining appropriate sanctions in the event		
8	subsequent violation occurs.		
9	PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT		
10	Christine C	. Carrillo	Jan 19, 2024
11	Christine C. 0	Carrillo	Date
12	BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT		
13	By: Mr. Zanola		
14	-,-		Jan 19, 2024
15		ZAVALA, Executive Director na Board of Behavioral Health Examiners	Date
16		Jan 19, 2024	
17	ORIGINAL of the foregoing filed		
18	Arizona Board of Behavioral Health Examiners		
19	1740 West Adams Street, Suite 3600 Phoenix, AZ 85007		
20	to:		Jan 19, 2024
21			
22	Mona Baskin Assistant Attorney General 2005 North Central Avenue Phoenix, AZ 85004		
23			
24	Christine C. Carrillo Address of Record Respondent		
25			