

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

3 **In the Matter of:**

4 **Deanna D. Vance, LPC-10224,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0166
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), Deanna D. Vance (“Respondent”) and the Board enter into this Consent
12 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
13 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. Respondent is the holder of License No. LPC-10224 for the practice of
15 counseling in the State of Arizona.

16 2. From 12/17 – 05/22, Respondent provided behavioral health services to Client.

17 3. At the onset of services, Respondent had Complainant and the mother (“Mother”)
18 sign an informed consent for Client but the informed consent does not include anything
19 regarding Respondent offering to provide court testimony as part of her services.

20 4. Respondent represents she was subpoenaed to appear in court, but had no
21 intention to provide court testimony.

22 5. Respondent in fact testified in court multiple times regarding Client’s treatment.

23 6. Despite Respondent testifying in court and billing Mother for her testimony,
24 Respondent failed to document anywhere in the clinical record that she testified or the content
25 of her testimony.

1 7. A 09/27/22 court transcript included the following in part based on her
2 involvement:

- 3 a. Respondent acknowledged testifying in court before regarding Client.
- 4 b. Client was afraid of having to see Complainant outside of where Mother lives.
- 5 c. Respondent felt Complainant was not receptive during therapy sessions
6 regarding Client and felt he was angry and blaming.
- 7 d. Client was doing better since not seeing Complainant.
- 8 e. Respondent stated that Client did not feel safe with Complainant and does
9 not want to see him or be with him.
- 10 f. Respondent did not believe it was in Client's best interest to be forced to
11 spend time with Complainant.
- 12 g. Respondent's perception of Complainant is based off of who he was in 2019,
13 and Client's perceptions of Complainant.
- 14 h. Complainant's overall presentation was one of real anger.
- 15 i. Respondent did not see parental alienation as a factor.
- 16 j. Respondent feels it is best if Client is given the opportunity to decide when
17 she is ready to rekindle a relationship with Complainant.

18 8. Respondent wrote a 03/15/19 letter upon the Judge's request regarding Client's
19 response to contact with Complainant which included the following:

- 20 a. Client continued to be clear about not wanting to see Complainant.
- 21 b. Complainant was receptive and cooperative, but remained very angry and
22 frustrated.
- 23 c. Perhaps this is one of the reasons that Client feels afraid.

1 d. Respondent recommends that only phone calls continue, and time is given
2 for Client to a happy, healthy child and to assess how to proceed with healing
3 the relationship with Complainant.

4 9. Respondent in fact extended her boundaries of competence by providing her
5 opinion regarding Complainant's contact with his child, when she was contracted to provide
6 therapy services to Client.

7 10. Respondent further acknowledged not having any sort of training regarding
8 writing letters.

9 11. Respondent inappropriately provided her recommendation via the letter to the
10 Judge.

11 12. In her 09/22 court testimony she indicated her perception of Complainant was
12 based on who he was in 2019, meaning Respondent was opinionating about Complainant
13 based on interactions from three years prior.

14 13. At the onset of services, Respondent had Complainant and Mother sign an
15 informed consent for Client to receive therapy services from Respondent.

16 14. Upon review of the clinical records, Respondent involved Mother in various
17 therapy sessions with Client and Complainant participated individually for a number of sessions.

18 15. Respondent failed to ever have Complainant sign a separate informed consent
19 for his own individual sessions.

20 16. Complainant did sign an informed consent with a reduced rate, but it was the
21 same consent that Mother also signed.

22 17. Nowhere within the clinical records was it indicated that family therapy would be
23 a modality of Client's therapy so it is unclear the reason or rationale for both Complainant's and
24 Mother's involvement in the therapy.

25 ...

1 18. At the onset of services and throughout the course of treatment, Respondent
2 failed to identify each participant's role in the therapy yet she represents the purpose was to
3 provide individual therapy to Client and provide parenting skills to the parents.

4 19. Despite Respondent providing a number of individual services to Complainant,
5 she maintained his clinical notes within Client's clinical file again making it unclear who the
6 specific client was during the course of treatment.

7 20. Respondent also failed to maintain a treatment plan within Client's clinical
8 records making it unclear what the goals of therapy were, whether the goals were supposed to
9 be family therapy or not.

10 21. Respondent testified in court on behalf of Client when none of her clinical records
11 outline that testifying would be a service she offers, once again making the nature of her clinical
12 role unclear in this case.

13 22. Respondent failed to clearly define her role and relationship with each person
14 involved in Client's and Complainant's therapy.

15 23. A 12/04/17 Informed Consent for Client that Respondent presently used in her
16 practice is missing the following minimum Board requirements:

17 a. The client's right to participate in treatment decisions and in the development
18 and revision of client's treatment plans.

19 b. The clients right to refuse any recommended treatment or to withdraw
20 consent to treatment and to be advised of the consequences of refusal or
21 withdrawal.

22 c. Dated signature from an authorized representative of the behavioral health
23 entity.

24 24. Despite Respondent treating Client for several years, there was not a completed
25 treatment plan within the clinical records.

1 2. The conduct and circumstances described in the Findings of Fact constitute a
2 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities
3 that are not congruent with the licensee's professional education, training or experience.

4 3. The conduct and circumstances described in the Findings of Fact constitute a
5 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
6 recognized standards of ethics in the behavioral health profession or that constitutes a danger
7 to the health, welfare or safety of a client, as it relates to the following section of the ACA Code
8 of Ethics:

9 **A.8. Multiple Clients:**

10 When a counselor agrees to provide counseling services to two or
11 more persons who have a relationship, the counselor clarifies at the
12 outside which person or persons are clients and the nature of the
13 relationship the counselor will have with each involved person. If it
14 becomes apparent that the counselor may be called upon to perform
15 potentially conflicting roles, the counselor will clarify, adjust, or
16 withdraw from roles appropriately.

17 4. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as
19 developed by the board, as it relates to the following:

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

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

22 A.A.C R4-6-1103. Client Record

23 A.A.C R4-6-1105. Confidentiality

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

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1 **ORDER NOT TO RENEW**

2 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to
3 the provision and penalties imposed as follows:

4 1. As of the effective date of the Consent Agreement, Respondent shall not practice
5 under their license.

6 2. Respondent's license, LPC-10224, shall by rule, expire on 09/30/24.

7 3. Respondent agrees not to renew their license.

8 4. Respondent agrees not to submit any type of new license application to the
9 Board for a minimum of five (5) years.

10 5. This Consent Agreement is conclusive evidence of the matters described herein
11 and may be considered by the Board in determining appropriate sanctions in the event a
12 subsequent violation occurs.

13
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15 
Deanna D. Vance (Apr 1, 2024 08:40 PDT)
16 Deanna D. Vance

Apr 1, 2024
Date

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

18 By: 
19 TOBI ZAVALA, Executive Director

Apr 14, 2024
Date

20 Arizona Board of Behavioral Health Examiners

21 **ORIGINAL** of the foregoing filed Apr 14, 2024
22 with:

23 Arizona Board of Behavioral Health Examiners
24 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically Apr 14, 2024
to:

1 Mona Baskin
2 Assistant Attorney General
3 2005 North Central Avenue
4 Phoenix, AZ 85004

5 Deanna D. Vance
6 Address of Record
7 Respondent

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