

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

3 **In the Matter of:**

4 **Brierra M. Winfrey, LMSW-20899,**  
5 **Licensed Master Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0197**  
**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), Brierra M. Winfrey (“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. 1. Respondent is the holder of License No. LMSW-20899 for the practice of  
15 social work in the State of Arizona.

16 2. From 05/21 – 03/23, Respondent worked at Agency as a Therapist providing  
17 direct behavioral health services to clients in a school setting.

18 3. Around 02/28/23, Agency realized a pattern of Respondent not meeting with  
19 clients as expected.

20 4. Around the end of 01/23, Respondent acknowledged discontinuing providing  
21 behavioral health services to students at Agency as required by her job duties.

22 5. Despite Respondent's acknowledgement that she stopped completing her job  
23 duties at the end of 01/23, she continued to be paid as a salaried employee until her termination  
24 on 03/14/23.

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1           6.       This means Respondent was simply not going to work or completing any of her  
2 duties as a therapist such as providing behavioral health services to students, yet continued to  
3 collect compensation from Agency as if she was completing her required job duties for over a  
4 full month.

5           7.       During the investigative interview, Respondent acknowledged that this was  
6 fraudulent in nature since she was not coming to work yet was still being paid as if she was.

7           8.       Respondent conducted herself in a dishonest and deceptive manner by collecting  
8 payment for work she was in fact not completing.

9           9.       Agency leadership attempted to speak with Respondent about these concerns  
10 and scheduled at least 3 meetings during the first week of 03/23, but Respondent failed to  
11 attend any of the meetings.

12          10.      On 03/07/23, Agency sent Respondent a letter requesting a response by  
13 03/14/23, but Respondent failed to come to work or call off for her scheduled shift.

14          11.      Respondent represented the following regarding the allegations:

15           a.      Around the end of 01/23, Respondent stopped providing services to students  
16                at Agency.

17           b.      Respondent and her daughter became very ill and she stopped going to work  
18                since that was her priority.

19           c.      Respondent believes she called one of the students to inform them she would  
20                be cancelling their appointment but did not document it within the clinical  
21                record.

22           d.      Respondent acknowledged not taking any steps to ensure continuity of care  
23                for her clients or provide any sort of referrals.

24           e.      Respondent acknowledged not communicating with management about her  
25                illness or absence from work.



1 to the health, welfare, or safety of a client, as it relates to the following section of the NASW  
2 Code of Ethics:

3 **4.04 Dishonesty, Fraud, and Deception**

4 Social workers should not participate in, condone, or be associate with  
5 dishonesty, fraud, or deception.

6 3. The conduct and circumstances described in the Findings of Fact constitute a  
7 violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without  
8 making an appropriate referral for continuation of care for the client if continuing behavioral  
9 health services are indicated.

10 4. The conduct and circumstances described in the Findings of Fact constitute a  
11 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
12 applicable to the practice of behavioral health, as it relates to:

13 A.A.C. R4-6-205. Change of Contact Information

14 **ORDER**

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

17 1. Respondent's license, LMSW-20899, will be placed on probation for 24 months,  
18 effective from the date of entry as signed below.

19 2. Respondent shall not practice under their license, LMSW-20899 unless they are  
20 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
21 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
22 shall immediately notify the Board in writing and shall not practice under their license until they  
23 submit a written request to the Board to re-commence compliance with this Consent  
24 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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1 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
2 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the  
3 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
4 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
5 have reviewed the Consent Agreement and include the results of an initial assessment and a  
6 supervision plan regarding the proposed supervision of Respondent. The letter from the  
7 supervisor shall be submitted to the Board.

8 **Focus and Frequency of Clinical Supervision**

9 13. The focus of the supervision shall relate to fraud and abuse, Board statutes and  
10 rules, preparation for life events, care for caseload, professional conduct, and continuity of care.  
11 Respondent shall meet individually with the supervisor twice monthly from the pre-approved  
12 independently licensed behavioral health professional.

13 **Reports**

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

- 18 a. Dates of each clinical supervision session.
- 19 b. A comprehensive description of issues discussed during supervision  
20 sessions.

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

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1 **Focus and Frequency of Therapy**

2 20. The focus of the therapy shall relate to assessment, self-care, past issues,  
3 burnout, and maternal mental health and trauma. Respondent shall meet with the therapist for  
4 the first year at the recommendation of the therapist, but no less than monthly. The frequency  
5 for the remaining time will be at the recommendation of the therapist with early release  
6 available.

7 **Reports**

8 21. Once approved, the therapist shall submit quarterly reports and a final summary  
9 report to the Board for review and approval. The quarterly reports shall include issues presented  
10 in this Consent Agreement that need to be reported and the therapist shall notify the Board if  
11 more frequent therapy is needed. The reports shall address Respondent's current mental health  
12 status, medications prescribed, if any, treatment recommendation, and shall report if, in their  
13 professional opinion, Respondent becomes unable to practice psychotherapy safely and  
14 competently. The final report shall also contain a recommendation as to whether the  
15 Respondent should be released from this Consent Agreement.

16 **Change of Therapist**

17 22. In the event that, during the period of Respondent's probation, Respondent's  
18 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new  
19 therapist or and the therapist's curriculum vitae for pre-approval by the Board Chair or designee  
20 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued  
21 treatment, the proposed therapist shall submit a letter addressing why they should be approved,  
22 acknowledging that they have reviewed the Consent Agreement, and include the results of an  
23 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

6 **Civil Penalty**

7 24. Subject to the provisions set forth in paragraph 25, the Board imposes a civil  
8 penalty against the Respondent in the amount of \$1,000.00.

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

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

23 27. The Board reserves the right to take further disciplinary action against  
24 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

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1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

4 28. If Respondent currently sees clients in their own private practice, and obtains any  
5 other type of behavioral health position, either as an employee or independent contractor, where  
6 they provide behavioral health services to clients of another individual or agency, they shall  
7 comply with requirements set forth in paragraphs 29 through 31 below.

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

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

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

15           32. Respondent shall practice behavioral health using the name under which they  
16 are licensed. If Respondent changes their name, they shall advise the Board of the name  
17 change as prescribed under the Board's regulations and rules.

18           33. Prior to the release of Respondent from probation, Respondent must submit a  
19 written request to the Board for release from the terms of this Consent Agreement at least 30  
20 days prior to the date they would like to have this matter appear before the Board. Respondent  
21 may appear before the Board, either in person or telephonically. Respondent must provide  
22 evidence that they have successfully satisfied all terms and conditions in this Consent  
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated

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1 that they have addressed the issues contained in this Consent Agreement. In the event that the  
2 Board determines that any or all terms and conditions of this Consent Agreement have not been  
3 met, the Board may conduct such further proceedings as it determines are appropriate to  
4 address those matters.

5 34. Respondent shall bear all costs relating to probation terms required in this  
6 Consent Agreement.

7 35. Respondent shall be responsible for ensuring that all documentation required in  
8 this Consent Agreement is provided to the Board in a timely manner.

9 36. This Consent Agreement shall be effective on the date of entry below.

10 37. 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 *Brierra Winfrey*

Mar 7, 2024

16 Brierra M. Winfrey

Date

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

18 By:

*Tobi Zavala*

Mar 8, 2024

19 TOBI ZAVALA, Executive Director  
20 Arizona Board of Behavioral Health Examiners

Date

21 **ORIGINAL** of the foregoing filed  
22 with:

Mar 8, 2024

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

25 ...

Mar 8, 2024

1 **EXECUTED COPY** of the foregoing sent electronically \_\_\_\_\_  
to:

2  
3 Mona Baskin  
4 Assistant Attorney General  
5 2005 North Central Avenue  
6 Phoenix, AZ 85004

7 Brierra M. Winfrey  
8 Address of Record  
9 Respondent

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