

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

3 **In the Matter of:**

4 **Margaret A. Walden, LCSW-12325,**  
5 **Licensed Clinical Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0217**  
**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), Margaret A. Walden (“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

25 ...

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. LCSW-12325 for the practice of social  
15 work in the State of Arizona.

16 2. From 10/14 – 04/18, Respondent provided behavioral health services to Client at  
17 her private practice with a break in treatment from 09/16 – 01/18.

18 3. In 2006 prior to treating Client, Respondent had been Client's optometry client.

19 4. Respondent represents that she would see Client for an eye exam every other  
20 year and the last time she received an eye exam from Client was around 2021.

21 5. Respondent did not feel there was a conflict by treating Client when he was her  
22 optometrist because she would only see Client for 20 minutes every few years for an eye exam.

23 6. Despite Respondent representing she had a conversation with Client about  
24 whether he felt it would be a conflict of interest to being therapy with Client after Respondent  
25 was his optometry client, there is no documentation of this within the clinical records.

1           7.       Respondent acknowledged not going back for an eye exam with Client because  
2 she received this Board complaint, and probably would have continued seeing him as her  
3 optometrist if this Board complaint was not filed.

4           8.       Even though Respondent represents she did not see this as a conflict due to her  
5 limited relationship with Client as his optometry client, the NASW Code of Ethics clearly outlines  
6 that dual relationship include simultaneous or consecutive relationships, even if professional,  
7 are prohibited.

8           9.       Respondent in fact engaged in a dual relationship with a therapy client and  
9 continued as Client's optometry client for several years following the termination of therapy.

10          10.       Upon review of Client's clinical records, the records included several deficiencies.

11          11.       Respondent represented that she had not updated her clinical documentation  
12 until roughly 10/23.

13          12.       Due to documentation concerns, Board staff subpoenaed Respondent for a client  
14 list since 01/23 to confirm whether recent and current documentation would include similar  
15 deficiencies.

16          13.       Upon receipt of the client list, Board staff subpoenaed three random clinical files.

17          14.       M.K.'s clinical records included the following deficiencies:

18           a.       A 04/30/22 informed consent failed to include the following minimum Board  
19 requirements:

- 20           •       General procedures to be used in treatment, including benefits,  
21                    limitations, and potential risks
- 22           •       Notification of Respondent's supervision or involvement with a treatment  
23                    team of professionals

24 ...

25 ...

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

...

- The client's right to participate in treatment decision and in the development and periodic review and revision of the client's treatment plan
- The client's right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal
- The client's right to be informed of all fees that the client is required to pay and the Respondent's refund and collection policies and procedures
- Include a dated signature from an authorized representative of the behavioral health entity
- Inherent confidentiality risks of electronic communication.

- b. Several treatment plans from 06/22 – 06/23 failed to include one or more treatment methods.
- c. M.K.'s progress notes failed to include if counseling services were provided, whether the counseling was individual, couples, family, or group.

- 15. D.G.'s clinical records included the following deficiencies:
  - a. 10/14/23 and 01/12/24 informed consents failed to include the following minimum Board requirements:
    - General procedures to be used in treatment, including benefits, limitations, and potential risks.
    - The client's right to refuse any recommended treatment or to withdraw consent to treatment and to be advised of the consequences of refusal or withdrawal.

- 16. C.K.'s clinical records included the following deficiencies:

1 a. A 10/11/23 informed consent failed to include the following minimum Board  
2 requirements:

- 3 • General procedures to be used in treatment, including benefits,  
4 limitations, and potential risks.
- 5 • The client's right to refuse any recommended treatment or to withdraw  
6 consent to treatment and to be advised of the consequences of refusal or  
7 withdrawal.

8 b. There was a progress note for 12/26/23 but no corroborating billing record for  
9 this date.

10 17. Respondent has been in private practice for over 20 years and has failed to  
11 implement the Board minimum practice standards to her clinical documentation.

12 18. Respondent did not update her practice forms until receiving this Board  
13 complaint.

14 19. Additionally, in 2019, 2021, and 2023 Respondent completed license renewal  
15 applications which required her to complete the Board's Tutorial regarding statutes and  
16 regulations, which specifically provided education and training on clinical documentation  
17 standards.

18 20. Since the filing of this Board complaint, Respondent has updated her practice  
19 forms and provided them to Board staff.

20 **CONCLUSIONS OF LAW**

21 1. The Board has jurisdiction over Respondent pursuant to A.R.S. § 32-3251 *et seq.*  
22 and the rules promulgated by the Board relating to Respondent's professional practice as a  
23 licensed behavioral health professional.

24 ...

25 ...

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

5                   **1.06(c) Conflict of Interest**

6           Social workers should not engage in dual or multiple relationships with clients or  
7 former clients in which there is a risk of exploitation or potential harm to the  
8 client. In instances when dual or multiple relationships are unavoidable, social  
9 workers should take steps to protect clients and are responsible for setting clear,  
10 appropriate, and culturally sensitive boundaries. (Dual or multiple relationships  
11 occur when social workers relate to clients in more than one relationship,  
12 whether professional, social, or business. Dual or multiple relationships can  
13 occur simultaneously or consecutively.)

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

- 17           A.A.C. R4-6-1101. Consent for Treatment
- 18           A.A.C. R4-6-1102. Treatment Plan
- 19           A.A.C. R4-6-1103. Client Record
- 20           A.A.C. R4-6-1104. Financial and Billing Records
- 21           A.A.C. R4-6-1105. Confidentiality

22                   **ORDER**

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

25     ...





1 this Consent Agreement that need to be reported and the supervisor shall notify the Board if  
2 more frequent supervision is needed. Quarterly reports shall include the following:

3 a. Dates of each clinical supervision session.

4 b. A comprehensive description of issues discussed during supervision  
5 sessions.

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

9 11. After Respondent's probationary period, the supervisor shall submit a final  
10 summary report for review and approval by the Board Chair or designee. The final report shall  
11 also contain a recommendation as to whether the Respondent should be released from this  
12 Consent Agreement.

### 13 **Change of Clinical Supervisor During Probation**

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

## 21 **GENERAL PROVISIONS**

### 22 **Provision of Clinical Supervision**

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

1 **Civil Penalty**

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

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

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

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

23 18. If Respondent currently sees clients in their own private practice, and obtains any  
24 other type of behavioral health position, either as an employee or independent contractor, where

25 ...

1 they provide behavioral health services to clients of another individual or agency, they shall  
2 comply with requirements set forth in paragraphs 20 through 22 below.

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

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

21       21. If, during the period of Respondent's probation, Respondent changes  
22 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on  
23 extended leave of absence for whatever reason that may impact their ability to timely comply  
24 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform

25 ...

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

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

14 23. Prior to the release of Respondent from probation, Respondent must submit a  
15 written request to the Board for release from the terms of this Consent Agreement at least 30  
16 days prior to the date they would like to have this matter appear before the Board. Respondent  
17 may appear before the Board, either in person or telephonically. Respondent must provide  
18 evidence that they have successfully satisfied all terms and conditions in this Consent  
19 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
20 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
21 that they have addressed the issues contained in this Consent Agreement. In the event that the  
22 Board determines that any or all terms and conditions of this Consent Agreement have not been  
23 met, the Board may conduct such further proceedings as it determines are appropriate to  
24 address those matters.

25 ...

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

3 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

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

9 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

10 Margaret A Walden Mar 14, 2024  
Margaret A Walden (Mar 14, 2024 09:30 PDT)  
11 Margaret A. Walden Date

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

13 By: Mpli Zavala Mar 19, 2024  
14 TOBI ZAVALA, Executive Director Date  
15 Arizona Board of Behavioral Health Examiners

16 **ORIGINAL** of the foregoing filed Mar 19, 2024  
17 with:

18 Arizona Board of Behavioral Health Examiners  
19 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

20 **EXECUTED COPY** of the foregoing sent electronically Mar 19, 2024  
21 to:

22 Mona Baskin  
23 Assistant Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

24 Margaret A. Walden  
25 Address of Record  
Respondent

1 Robert Beardsley  
2 Sanders & Parks  
3 3030 N 3<sup>rd</sup> St, Suite 1300  
4 Phoenix, AZ 85012  
5 Attorney for Respondent

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25