

1 **BEFORE THE ARIZONA STATE ACUPUNCTURE BOARD OF EXAMINERS**

APR 23 10 41 AM

2 In the Matter of:

3 **AEIMEE DIAZ**

4 Holder of License No. 0764  
5 For the Practice of Acupuncture  
6 In the State of Arizona

Board Case No. 2014-01

**CONSENT AGREEMENT AND ORDER  
FOR PROBATION**

7 **CONSENT AGREEMENT**

8 In the interest of a prompt and judicious settlement of this case, consistent with the public  
9 interest, statutory requirements and responsibilities of the Arizona State Acupuncture Board of  
10 Examiners ("Board") under A.R.S. § 41-1092.07(F)(5), Aeimee Diaz (Respondent), holder of  
11 Acupuncture License Number 0764 in the State of Arizona, and the Board enter into the  
12 following Recitals, Findings of Fact, Conclusions of Law and Order, ("Consent Agreement,") as  
13 a final disposition of this matter.

14 **RECITALS**

- 15 1. Respondent has read and understands this Consent Agreement and has had the  
16 opportunity to discuss this Consent Agreement with an attorney, or has waived that opportunity  
17 to discuss this Consent Agreement with an attorney.
- 18 2. Respondent understands that she has a right to a public administrative hearing  
19 concerning this matter at which hearing she could present evidence and cross-examine witnesses.  
20 By entering into this Consent Agreement and Order, Respondent knowingly and voluntarily  
21 relinquishes all rights to such an administrative hearing, as well as all rights of rehearing, review,  
22 reconsideration, appeal, judicial review or any other administrative and/or judicial action,  
23 concerning the matters set forth herein.
- 24 3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.
- 25 4. Respondent understands that this Consent Agreement or any part of the agreement  
26 may be considered in any future disciplinary action by the Board against her.

1           5.       Respondent understands this Consent Agreement deals with Board complaint  
2 number 2014-25.

3           6.       Respondent understands that this Consent Agreement does not constitute a  
4 dismissal or resolution of other matters currently pending before the Board, if any, and does not  
5 constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
6 regarding any other pending or future investigation, action or proceeding.

7           7.       Respondent also understands that acceptance of this Consent Agreement does not  
8 preclude any other agency, subdivision or officer of this State from instituting any other civil or  
9 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

10          8.       Respondent understands that she is solely responsible to ensure that all provisions  
11 of the Consent Agreement are complied with.

12          9.       Respondent acknowledges and agrees that, upon signing this Consent Agreement  
13 and returning this document to the Board's Executive Director, she may not revoke her  
14 acceptance of the Consent Agreement or make any modifications to the document regardless of  
15 whether the Consent Agreement has been signed by the Executive Director. Any modification to  
16 this original document is ineffective and void unless mutually approved by the parties in writing.

17          10.      This Consent Agreement is subject to the approval of the Board and is effective  
18 only when accepted by the Board and signed by the Executive Director. In the event that the  
19 Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary  
20 value and shall not be relied upon nor introduced in any action by any party, except that the  
21 parties agree that should the Board reject this Consent Agreement and this case proceeds to  
22 hearing, Respondent shall assert no claim that the Board was prejudiced by its review and  
23 discussion of this document or any records relating thereto.

24          11.      If a court of competent jurisdiction rules that any part of this Consent Agreement  
25 is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full  
26 force and effect.

1           12.     Respondent understands that this Consent Agreement is a public record that may  
2 be publicly disseminated as a formal action of the Board and may be reported as required by law  
3 to the National Practitioner Data Bank.

4           13.     Respondent understands that any violation of this Consent Agreement may result  
5 in additional disciplinary action by the Board.

6           14.     Respondent agrees that the Board will adopt the following Findings of Fact,  
7 Conclusions of Law and Order.

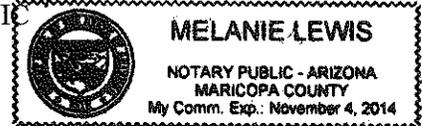
8  
9 **ACCEPTED AND AGREED BY RESPONDENT**

10 *Aeimee Diaz*  
11 Aeimee Diaz

Dated: 4/23/14

12 Subscribed and sworn to before me in the County of Maricopa, State of Arizona,  
13 this 23<sup>rd</sup> day of April, 2014, by Aeimee Diaz.

14 *Melanie Lewis*  
15 NOTARY PUBLIC



16 My Commission expires: Nov 4, 2014

17 **FINDINGS OF FACT**

18           1.     The Board is the duly constituted authority for licensing and regulating the  
19 practice of acupuncture in the State of Arizona.

20           2.     Respondent is the holder of Acupuncture License No. 0764, issued by the Board  
21 to practice acupuncture in the State of Arizona.

22           3.     On March 23, 2013, Aeimee Diaz, L.AC. #0764, was charged with a Class 1  
23 misdemeanor of driving under the influence of alcohol.

24           4.     On November 26, 2013, the Board received correspondence from Ms. Diaz  
25 indicating she had been arrested for driving under the influence of alcohol.

26           5.     The Board opened Complaint #2014-25 at the January 22, 2014 Board meeting.



1 the Board on Respondent's treatments. Upon Board approval of the treatment professional,  
2 Respondent shall provide a copy of the entire Consent Agreement to the treatment professional,  
3 who shall verify receipt in writing on letterhead in their first report to the Board.

4 Non-Compliance

5 1. The failure of Respondent to comply with any provision of this Consent  
6 Agreement, including the General Provisions, shall be deemed a violation of this Consent  
7 Agreement. In the event Respondent is noncompliant with any provision of this Consent  
8 Agreement, the Board, in its sole discretion, may direct that the matter proceed to a  
9 noncompliance hearing for further discipline against Respondent's license.

10 General Provisions

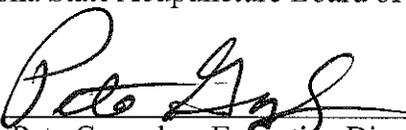
11 1. Respondent shall maintain records which reflect compliance with the terms of this  
12 Consent Agreement, shall cooperate fully with the Board and its administrative staff in providing  
13 relevant documentation of Respondent's compliance with the terms and conditions of this  
14 Consent Agreement, including executing any and all compliance affidavits and release of  
15 information forms as may be required by the Board or its designee, and in responding promptly  
16 to any request from the Board for documents that the Board requires to demonstrate  
17 Respondent's compliance with this Consent Agreement.

18 2. Respondent is responsible for all costs associated with complying with this  
19 Consent Agreement.

20 3. Respondent shall obey all federal, state and local laws, and all laws/rules  
21 governing the practice of acupuncture in this state.

22  
23 Dated this 28<sup>th</sup> day of April, 2014

24 Arizona State Acupuncture Board of Examiners

25 By:   
26 Pete Gonzalez, Executive Director

1 **Original** of the foregoing filed

2 This 28<sup>th</sup> day of April, 2014, with:

3 Arizona State Acupuncture Board of Examiners  
4 1400 W. Washington, Ste. 230  
5 Phoenix, AZ 85007

6 Copy of the foregoing mailed via regular  
7 U.S. & Certified Mail # 7011 1570 0001 8692 9953  
8 This 28<sup>th</sup> day of April, 2014, to:

9 Aeimee Diaz  
10 4401 N. 16<sup>th</sup> Street  
11 Phoenix, Arizona 85016

12 Copy of the foregoing mailed  
13 This 28<sup>th</sup> day of April, 2014, to:

14 Montgomery Lee  
15 Assistant Attorney General  
16 1275 W. Washington, CIV-LES  
17 Phoenix, Arizona 85007

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By: 