

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

3 **In the Matter of:**

4 **Lee Ann Hull, LASAC-15119,**  
5 **Licensed Associate Substance Abuse**  
6 **Counselor,**  
7 **In the State of Arizona.**

8 **RESPONDENT**

**CASE NO. 2021-0036**  
**2021-0037**

**CONSENT AGREEMENT**  
**FOR VOLUNTARY SURRENDER**

9 In the interest of a prompt and speedy settlement of the above captioned matter,  
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona  
11 State Board of Behavioral Health Examiners (“Board”), and pursuant to A.R.S. §§ 32-3281(F)  
12 and 41-1092.07(F)(5), Lee Ann Hull (“Respondent”) and the Board enter into this Consent  
13 Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
14 disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or  
18 received by the Board concerning the allegations, and all related materials and exhibits may be  
19 retained in the Board’s file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent  
21 can present evidence and cross examine the State’s witnesses. Respondent hereby irrevocably  
22 waives their right to such formal hearing concerning these allegations and irrevocably waives  
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent  
24 Agreement.

25 ...

1           3.       Respondent has the right to consult with an attorney prior to entering into this  
2 Consent Agreement.

3           4.       Respondent acknowledges and agrees that upon signing this Consent  
4 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their  
5 acceptance of this Consent Agreement or make any modifications to it. Any modification of this  
6 original document is ineffective and void unless mutually approved by the parties in writing.

7           5.       The findings contained in the Findings of Fact portion of this Consent Agreement  
8 are conclusive evidence of the facts stated herein between only Respondent and the Board for  
9 the final disposition of this matter and may be used for purposes of determining sanctions in any  
10 future disciplinary matter.

11          6.       This Consent Agreement is subject to the Board's approval, and will be effective  
12 only when the Board accepts it. In the event the Board in its discretion does not approve this  
13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  
14 nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except  
15 that Respondent agrees that should the Board reject this Consent Agreement and this case  
16 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its  
17 review and discussion of this document or of any records relating thereto.

18          7.       Respondent acknowledges and agrees that the acceptance of this Consent  
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting  
20 other proceedings as may be appropriate now or in the future. Furthermore, and  
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not  
22 preclude in any way any other state agency or officer or political subdivision of this state from  
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or  
24 in the future relating to this matter or other matters concerning Respondent, including but not  
25 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other

1 than with respect to the Board, this Consent Agreement makes no representations, implied or  
2 otherwise, about the views or intended actions of any other state agency or officer or political  
3 subdivision of the state relating to this matter or other matters concerning Respondent.

4 8. Respondent understands that once the Board approves and signs this Consent  
5 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
6 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

8 **FINDINGS OF FACT**

9 1. Respondent is the holder of License No. LASAC-15119 for the practice of  
10 substance abuse counseling in the state of Arizona.

11 2. From 01/20 – Present, Respondent has provided individual behavioral health  
12 services to 15-year-old female client (“Client”) at a behavioral health agency (“Agency”).

13 3. As a LASAC, Respondent’s scope of practice is codified by A.R.S. § 32-  
14 3251(12), which limits her to providing behavioral health services to only persons who are  
15 experiencing substance abuse, chemical dependency and related problems.

16 4. Although she was statutorily limited by A.R.S. § 32-3251(12), Respondent  
17 provided behavioral health services to Client despite no history of Client experiencing substance  
18 abuse or chemical dependency.

19 5. Additionally, Client’s therapy with Respondent did not include any substance  
20 abuse or chemical dependency theories, techniques or treatments.

21 6. Furthermore, a review of Respondent’s active case files revealed that thirty (30)  
22 out of thirty-five (35) of Respondent’s clients were being treated for general mental health issues  
23 not related to substance use or chemical dependency.

24 7. Respondent made the following representations to Board staff:

25 a. Respondent works at Agency as a general therapist.

- b. Respondent primarily works with general mental health counseling not focused on substance use.
- c. For the past nine (9) years, Respondent has been working with clients presenting with general mental health issues not related to substance use.
- d. Approximately seventy-five (75) percent of Respondent's caseload consists of high-conflict cases.

8. Respondent stated the following to Board staff regarding how providing psychotherapy to clients without substance use or chemical dependency issues was within her scope as a LASAC:

- a. "I would be doing the same thing for whatever they're diagnosed with."
- b. "Let's say somebody comes in with anxiety. I'm gonna educate them on how to manage it. I'm gonna teach them all different types of coping skills."

9. Additionally, Respondent stated to Board staff, "my LASAC covers any of that" when asked what allows her to provide behavioral health services to families and children.

10. Furthermore, Respondent represented the following at the 06/11/21 Board meeting:

- a. From what Respondent understood, she can do general counseling.
- b. Referencing the general population of substance abuse counselors, Respondent indicated, "We all do" general counseling.
- c. Respondent has reviewed the Board's rules and statutes throughout her career.
- d. Respondent reviewed the Board's rules and statutes as recently as 02/21 during her most recent licensure renewal.
- e. During her review of the Board's rules and statutes, Respondent did not see anything that clarified her scope of practice as a LASAC.

1           11. By providing psychotherapy services to clients not dealing with substance abuse  
2 or chemical dependency issues, Respondent provided services outside the scope of, and not  
3 congruent with, her LASAC license.

4           12. Additionally, during the course of providing behavioral health services to Client,  
5 Respondent had Client's father ("Father") attend sessions both individually and with Client.

6           13. Despite attending these sessions as a collateral, Respondent did not have or  
7 prepare a collateral agreement for Father and represented the following:

- 8           a. Client and Father met with Respondent for family therapy sessions.
- 9           b. Father was invited to attend and his name is not on any paperwork.
- 10          c. Father was coming as a guest.

11          14. Although Respondent asserts that Father was a collateral and not a client, the  
12 clinical record indicated the following:

- 13          a. Family sessions with both Client and Father.
- 14          b. Individual sessions with Father.
- 15          c. Father expressed to Respondent that he would like to work on managing his  
16             own stress and anxiety in occasional individual therapy sessions.
- 17          d. Client will also have individual therapy sessions, as needed.
- 18          e. "Counseling provided to the patient/caregiver as outlined below."

19          15. The absence of paperwork outlining Father's role in the therapeutic process led  
20 Father to believe he was a client of Respondent.

21          16. Respondent made the following representations regarding Father's confusion  
22 regarding his role as a collateral in the therapeutic process:

- 23          a. Agency does not have collateral forms.
- 24          b. There was no form signed by Father indicating that he understood he was  
25             not a client and did not have rights to confidentiality.

1 c. Father “never asked to sign anything” and “just sat there” during the intake.

2 d. Respondent “didn’t have to” explain Father’s role in therapy to him.

3 e. Father did not sign any paperwork and Respondent “can’t know everything”  
4 so she did “what seemed to be the direction of the day.”

5 17. Additionally, Client’s clinical record contained the following documentation  
6 deficiencies:

7 a. The consent for treatment was missing methods for client to obtain  
8 information about records.

9 b. A 03/03/21 Treatment Plan was missing the following elements:

10 ▪ One or more treatment methods.

11 ▪ Dated signature of Client and/or guardian.

12 ▪ Dated signature of Respondent.

13 ▪ The 03/03/21 treatment plan was not prepared until after Board staff  
14 subpoenaed the record, which was over one (1) year after Client began  
15 receiving services from Respondent.

16 c. Based on billing records, it appears Respondent did not prepare progress  
17 notes for three (3) sessions.

18 d. A 01/24/20 progress note was not signed by Licensee until 08/24/20, and  
19 therefore, was not contemporaneously signed.

20 e. Five (5) progress notes did not have a corresponding billing record.

21 18. Based on the deficiencies in Client’s record, Board staff randomly reviewed  
22 records from three (3) of Respondent’s clients, which revealed the following:

23 a. All three (3) consents for treatment were missing methods for clients to obtain  
24 information about their records.

25 ...

- b. All three (3) treatment plans were missing elements, including one or more treatment method.
- c. One (1) treatment plan was not prepared until after Board staff subpoenaed the record, which was over four (4) months after the client began receiving services from Respondent.
- d. Thirteen (13) progress notes appear to have not been prepared.
- e. Five (5) progress notes did not have a corresponding billing record.
- f. Two (2) progress notes were not signed by Respondent until after Board staff subpoenaed the records.
- g. One (1) client record did not contain all required telepractice elements.

19. Respondent represented the following regarding the treatment plans that were prepared after receiving Board subpoenas:

- a. Respondent prepared treatment plans for these clients, but she was no longer able to access them due to limitations in Agency's electronic medical record system.
- b. Once treatment plan goals have been met, the software does not let Respondent access the treatment plans and she is forced to create a new treatment plan.
- c. Respondent did not prepare the treatment plans dated after the Board subpoena because she received a subpoena, rather, she prepared them because of an alert from Agency's software.

20. Respondent represented the following regarding the documentation deficiencies:

- a. Respondent does not know why the progress notes may not match up with the billing records.

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

By:  Jun 15, 2021  
TOBI ZAVALA, Executive Director Date  
Arizona Board of Behavioral Health Examiners

**ORIGINAL** of the foregoing filed Jun 15, 2021  
with:

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

**EXECUTED COPY** of the foregoing sent electronically Jun 15, 2021  
to:

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

Lee Ann Hull  
Address of Record  
Respondent