

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

3 **In the Matter of:**

4 **Bruce D. Hill, LMFT-15476,**
5 **Licensed Marriage and Family Therapist,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0177
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), Bruce D. Hill ("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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMFT-15476 for the practice of
15 marriage and family therapy in the State of Arizona.

16 2. From 11/22 – 03/23, Respondent provided behavioral health services to
17 Complainant and Husband.

18 3. At the onset of services, Respondent failed to obtain a signed and dated
19 informed consent from either Complainant or Husband despite representing he sent them an
20 informed consent but they never returned it.

21 4. Without a signed informed consent, it was not clear specifically who the client
22 was even though Respondent represents he was treating the couple.

23 5. Despite Respondent treating Complainant and Husband for at least 7 sessions,
24 Respondent failed to devise any sort of treatment plan outlining the goals for therapy.

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1 6. The progress notes for Complainant and Husband failed to include the following
2 minimum requirements:

- 3 a. The time spent providing the behavioral health service
- 4 b. If counseling services were provided, whether the counseling was individual,
5 couples, family, or group
- 6 c. The dated signature of the Respondent who provided the behavioral health
7 service.

8 7. The progress notes also failed to include the following minimum telehealth
9 requirements:

- 10 a. The mode of the session, whether interactive audio, video, or electronic
11 communication.
- 12 b. Verification of the client's physical location during the session.
- 13 c. Verification of local emergency contacts.

14 8. Due to these documentation concerns, Board staff requested Respondent to
15 provide a full client list of all clients he has treated since 08/01/22.

16 9. After receiving the client list showing that Respondent had treated at least 123
17 clients since 08/01/22, Board staff randomly subpoenaed four clients' clinical records.

18 10. All four of the sets of clinical records included the following deficiencies:

- 19 a. The informed consents were missing the following minimum requirements
20 including telehealth requirements:
 - 21 • Purpose of treatment.
 - 22 • General procedures to be used in treatment, including benefits,
23 limitations, and potential risks.
 - 24 • Notification of the Respondent's supervision or involvement with a
25 treatment team of professionals.

- 1 • The client's right to participate in treatment decisions and in the
- 2 development and periodic review and revision of the client's treatment
- 3 plan.
- 4 • The client's right to refuse any recommended treatment or to withdraw
- 5 consent to treatment and to be advised of the consequences of refusal or
- 6 withdrawal.
- 7 • Inherent confidentiality risks of electronic communication.
- 8 • Potential for technology failure.
- 9 • Emergency procedures when the Respondent is unavailable.
- 10 • Manner of identifying the client when using electronic communication that
- 11 does not involve video.

12 b. There were no treatment plans within any of the four sets of clinical records.

13 c. The progress notes were missing the following minimum requirements

14 including telehealth requirements:

- 15 • The time spent providing the behavioral health service.
- 16 • If counseling services were provided, whether the counseling was
- 17 individual, couples, family, or group.
- 18 • The dated signature of the Respondent who provided the behavioral
- 19 health service.
- 20 • Mode of the session, whether interactive audio, video, or electronic
- 21 communication.
- 22 • Verification of the client's physical location during the session.
- 23 • Verification of local emergency contacts.

24 11. The billing records for A.F. included the following discrepancies:

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- a. There were progress notes for 10/19/22 and 11/02/22, but there were no billing records for these dates.
- 12. The billing records for A.G. included the following discrepancies:
 - a. There was a progress note for 01/04/23, but there was no billing record for this date.
- 13. The billing records B.C. included the following discrepancies:
 - a. There were progress notes for 01/12/23, 01/19/23, and 01/25/23, but there was only one billing record for 01/12/23.
- 14. The billing records R.M. included the following discrepancies:
 - a. There were billing records for 12/06/22 and 04/19/23, but there were no progress notes for these dates.
- 15. Respondent represented the following during the investigative interview:
 - a. Respondent was unaware his progress notes were missing Board requirements.
 - b. Respondent had a deadline to submit bills to ComPsych and if it exceeded the deadline he just would not submit the bill.
 - c. Respondent is aware of the Board's tutorial on Arizona Statutes and Regulations and acknowledged he has completed it in his recent renewal application.
- 16. Respondent is independently licensed and in private practice and his clinical documentation includes numerous deficiencies.
- 17. Respondent fails to develop any sort of treatment plans for his clients when treatment plans are meant to outline the goals of each client's therapy.

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1 18. In 03/20 and 02/22, Respondent also completed the Arizona
2 Statutes/Regulations Tutorial as part of his renewal application which covers minimum
3 documentation standards and Respondent failed to implement numerous minimum practice
4 standards in his practice.

5 19. Respondent has treated 123 clients since 08/22 meaning Respondent's clinical
6 records for 123 clients have the same deficiencies seen within the five sets of clinical records
7 obtained during Board staff's investigation.

8 **CONCLUSIONS OF LAW**

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

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

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

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

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

18 A.A.C. R4-6-1104. Financial and Billing Records

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

20 **ORDER NOT TO RENEW**

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

23 1. Effective 01/31/24, Respondent shall not practice under their license.

24 2. Respondent's license, LMFT-15476, shall by rule, expire on 04/30/24.

25 3. Respondent agrees not to renew their license.

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

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

6 **Practice Termination Plan**

7 6. Within 14 days of the executed date of the Consent Agreement, Respondent
8 shall submit a written plan for terminating their private practice for pre-approval by the Board
9 Chair or designee. At a minimum, the proposed termination plan must include each of the
10 following:

- 11 a. A written protocol for the secure storage, transfer and access of the clinical
12 records of Respondent's clients and former clients.
- 13 b. The procedure by which Respondent shall notify each client and former client
14 in a timely manner regarding the future location of the clinical records of
15 Respondent's clients and former clients and how those records can be
16 accessed after the termination of Respondent's practice.
- 17 c. A written protocol for developing an appropriate referral for continuation of
18 care for Respondent's current clients.
- 19 d. A list of Respondent's current clients and the timeframe for terminating
20 services to each client. The timeframe for terminating services shall not
21 exceed 01/31/24.

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

24 *Bruce D Hill*
Bruce D Hill (Nov 30, 2023 09:38 MST)
25 Bruce D. Hill

Nov 30, 2023
Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: M. Zavalala Dec 12, 2023
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed Dec 12, 2023
with:

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

EXECUTED COPY of the foregoing sent electronically Dec 12, 2023
to:

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Phoenix, AZ 85004

Bruce D. Hill
Address of Record
Respondent

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