



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 and may be used for purposes of determining  
7 sanctions in any future disciplinary matter.

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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

18           8.     Respondent further understands that any violation of this Consent Agreement  
19 constitutes unprofessional conduct pursuant to A.R.S. § 32-3251(16)(n) and may result in  
20 disciplinary action pursuant to A.R.S. § 32-3281.

21           9.     The Board therefore retains jurisdiction over Respondent and may initiate  
22 disciplinary action against Respondent if it determines that they have failed to comply with the  
23 terms of this Consent Agreement or of the practice act.

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

25     ...

FINDINGS OF FACT

1  
2           1.       Respondent is the holder of License No. LPC-0731 for the practice of counseling  
3 in Arizona.

4           2.       From approximately 04/14 – 04/15, Respondent provided counseling services to  
5 two minor children ("Children").

6           3.       Respondent was aware that Children's mother ("Mother") and father ("Father")  
7 were divorced and had an adversarial and competitive custody arrangement.

8           4.       On 03/18/15, upon Mother's request, Respondent wrote a letter and provided it to  
9 Mother's family court attorney ("Attorney") that indicated:

10           a.       In 08/14, Respondent asked Father to grant permission to have Mother's  
11 boyfriend attend a family therapy session for the purpose of improving  
12 Children's adjustment to their life changes.

13           b.       Mother informed Respondent that Father had taken a copy of the  
14 permission letter and presented it at their court hearing with the intent to  
15 show a "weakness" in the parenting at Mother's home.

16           c.       Father had effectively sabotaged Children's therapy to satisfy his need to  
17 attack Mother.

18           d.       Respondent expressed several concerns about Father's parenting based  
19 on observations of Father and Children.

20           e.       Father stopped bringing Children for counseling by 10/13/14.

21           5.       Respondent's letter appears inappropriate based on the following:

22           a.       Respondent did not provide any treatment to Father or Mother, as only  
23 Children were clients.

24           b.       Despite knowing that Father and Mother were divorced and had an  
25 adversarial, competitive custody arrangement, at Mother's request,

1 Respondent authored a letter containing disparaging comments about  
2 Father.

3 6. Respondent's clinical documentation of Children's treatment was deficient as  
4 follows:

5 a. Children's treatment plans failed to include the signature and date signed  
6 by the client's legal representative, as required.

7 b. Respondent disseminated Children's protected health information to  
8 Attorney almost a month prior to receiving a written release of information  
9 from Mother authorizing the release.

10 **CONCLUSIONS OF LAW**

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

14 2. The conduct and circumstances described in the Findings of Fact constitute a  
15 violation of A.R.S. § 32-3251(15)(l), any conduct, practice or condition that impairs the ability of  
16 the licensee to safely and competently practice the licensee's profession.

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

- 20 a. A.A.C. R4-6-1102, Treatment Plan  
21 b. 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. Respondent's license, LPC-0731, will be placed on probation, effective from the



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

### 9 Focus and Frequency of Clinical Supervision

10 7. The focus of the supervision shall relate to professional boundaries, consultation,  
11 staffing, high conflict resolution cases, and documentation. Respondent shall meet individually  
12 in person with the supervisor for a minimum of one hour at least monthly.

### 13 Reports

14 8. 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 9. 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).

24 10. After Respondent's probationary period, the supervisor shall submit a final  
25 summary report for review and approval by the Board Chair or designee. The final report shall

1 also contain a recommendation as to whether the Respondent should be released from this  
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

4 11. If, during the period of Respondent's probation, the clinical supervisor determines  
5 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
6 the end of supervision and provide the Board with an interim final report. Respondent shall  
7 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
8 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
9 proposed clinical supervisor shall provide the same documentation to the Board as was required  
10 of the initial clinical supervisor.

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 12. Respondent shall not provide clinical supervision while subject to this Consent  
14 Agreement.

15 **Civil Penalty**

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

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

25 15. Within 10 days of being notified of the lifting of the stay, Respondent may request

1 that the matter be reviewed by the Board for the limited purpose of determining whether the  
2 automatic lifting of the stay was supported by clear and convincing evidence. If the Board  
3 receives the written request within 10 days or less of the next regularly scheduled Board  
4 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
5 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
6 review.

7 16. The Board reserves the right to take further disciplinary action against  
8 Respondent for noncompliance with this Consent Agreement after affording Respondent notice  
9 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
10 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
11 and the period of probation shall be extended until the matter is final.

12 17. If Respondent currently sees clients in their own private practice, and obtains any  
13 other type of behavioral health position, either as an employee or independent contractor, where  
14 they provide behavioral health services to clients of another individual or agency, they shall  
15 comply with requirements set forth in paragraphs 18 through 20 below.

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

24 19. If Respondent is not employed as of the effective date of this Order, within 10  
25 days of accepting employment in a position where Respondent provides any type of behavioral

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

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

23 21. Respondent shall practice behavioral health using the name under which they  
24 are licensed. If Respondent changes their name, they shall advise the Board of the name  
25 change as prescribed under the Board's regulations and rules.

1           22. Prior to the release of Respondent from probation, Respondent must submit a  
 2 written request to the Board for release from the terms of this Consent Agreement at least 30  
 3 days prior to the date they would like to have this matter appear before the Board. Respondent  
 4 may appear before the Board, either in person or telephonically. Respondent must provide  
 5 evidence that they have successfully satisfied all terms and conditions in this Consent  
 6 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
 7 this Consent Agreement have been met and whether Respondent has adequately demonstrated  
 8 that they have addressed the issues contained in this Consent Agreement. In the event that the  
 9 Board determines that any or all terms and conditions of this Consent Agreement have not been  
 10 met, the Board may conduct such further proceedings as it determines are appropriate to  
 11 address those matters.

12           23. Respondent shall bear all costs relating to probation terms required in this  
 13 Consent Agreement.

14           24. Respondent shall be responsible for ensuring that all documentation required in  
 15 this Consent Agreement is provided to the Board in a timely manner.

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

17           26. This Consent Agreement is conclusive evidence of the matters described herein  
 18 and may be considered by the Board in determining appropriate sanctions in the event a  
 19 subsequent violation occurs.

20  
 21 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

22 *Sandy L. Hobbs*  
 23 Sandy L. Hobbs

10/12/16  
 Date

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

25 Dated this 12th day of October, 2016.

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

**ORIGINAL** of the foregoing filed  
This 13<sup>th</sup> day of October, 2016 with:

Arizona Board of Behavioral Health Examiners  
3443 N. Central Ave., Suite 1700  
Phoenix, AZ 85012

**COPY** of the foregoing mailed via Interagency Mail  
This 13<sup>th</sup> day of October, 2016, to:

Marc Harris  
Assistant Attorney General  
1275 West Washington  
Phoenix, Arizona 85007

**COPY** of the foregoing mailed via  
Certified mail no. 701412000006338287  
This 13<sup>th</sup> day of October, 2016, to:

Sandy L. Hobbs  
Address of Record  
Respondent