

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

3 **In the Matter of:**

4 **Sandy L. Hobbs, LPC-0731,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NOS. 2016-0015
2017-0128

AMENDED
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), Sandy L. Hobbs ("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 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10 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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 b. Despite knowing that Father and Mother were divorced and had an
2 adversarial, competitive custody arrangement, at Mother's request,
3 Respondent authored a letter containing disparaging comments about
4 Father.

5 7. Respondent's clinical documentation of Children's treatment was deficient as
6 follows:

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

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

12 **Case No. 2017-0128**

13 8. In 10/16, Respondent entered into a Consent Agreement with the Board
14 regarding Case No. 2016-0015.

15 9. In 05/17, the Board reviewed the status of Respondent's compliance with Case
16 No. 2016-0015.

17 10. At the conclusion of their review, the Board determined that Respondent failed to
18 comply with all terms and conditions of her Consent Agreement.

19 11. Specifically, Respondent failed to maintain a clinical supervisor, despite being
20 given ample opportunities and two deadline extensions.

21 12. In addition, the Board determined that Respondent failed to update the Board
22 with her change of contact information within 30 days, as required.

23 13. As a result of the aforementioned issues, the Board voted to open a new
24 complaint, Case No. 2017-0128, and lift the stay of Respondent's \$1,000 civil penalty.

25 ...

1 CONCLUSIONS OF LAW

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

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

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

- 11 a. A.A.C. R4-6-1102, Treatment Plan
- 12 b. A.A.C. R4-6-1105, Confidentiality
- 13 c. A.A.C. R-4-6-205, Change of Contact Information

14 4. The conduct and circumstances described in the Findings of Fact constitute a
15 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
16 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant
17 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of
18 probation or stipulated agreement issued under this chapter.

19 ORDER

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

22 Stayed Revocation

23 1. As of the effective date of this Consent Agreement, Respondent's license, LPC-
24 0731, shall be **REVOKED**. However, the revocation shall be stayed and Respondent's license
25 shall be placed on probation.

1 2. During the stayed revocation portion of the Order, if Respondent is noncompliant
2 with the terms of the Order in any way, the stay of the revocation shall be lifted and
3 Respondent's license shall be automatically revoked set forth above.

4 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
5 Respondent shall request in writing, within 10 days of being notified of the automatic revocation
6 of licensure, that the matter be placed on the Board agenda for the Board to review and
7 determine if the automatic revocation of Respondent's license was supported by clear and
8 convincing evidence.

9 4. If the written request is received within 10 days of a regularly scheduled Board
10 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
11 scheduled Board meeting.

12 5. Pending the Board's review, Respondent's license shall be reported as revoked
13 – under review. Respondent may not work in any capacity as a licensed behavioral health
14 professional pending the Board's review. The Board's decision and Order shall not be subject
15 to further review.

16 6. Respondent's license, LPC-0731, will be placed on probation, effective from the
17 date of entry as signed below.

18 7. Respondent shall not practice under their license, LPC-0731, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

24 8. In the event that Respondent is unable to comply with the terms and conditions
25 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until

1 such time as they are granted approval to re-commence compliance with the Consent
2 Agreement.

3 **Practice Restriction**

4 9. Respondent is restricted from practicing behavioral health under her license until
5 she has obtained a clinical supervisor, pre-approved by the Board Chair or designee.

6 **Clinical Supervision**

7 10. While on probation, Respondent shall submit to clinical supervision for 12 months
8 with a Licensed Professional Counselor, effective from the date of this Consent Agreement.
9 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of a
10 clinical supervisor for pre-approval by the Board Chair or designee. Also within 30 days of the
11 date of this Consent Agreement, the clinical supervisor shall submit a letter disclosing their prior
12 relationship to Respondent. In that letter, the clinical supervisor must address why they should
13 be approved, acknowledge that they have reviewed the Consent Agreement and include the
14 results of an initial assessment and a supervision plan regarding the proposed supervision of
15 Respondent. The letter from the supervisor shall be submitted to the Board.

16 **Focus and Frequency of Clinical Supervision**

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

20 **Reports**

21 12. Once approved, the supervisor shall submit quarterly reports for review and
22 approval by the Board Chair or designee. The quarterly reports shall include issues presented in
23 this Consent Agreement that need to be reported and the supervisor shall notify the Board if
24 more frequent supervision is needed. Quarterly reports shall include the following:

- 25 a. Dates of each clinical supervision session.

1 b. A comprehensive description of issues discussed during supervision
2 sessions.

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

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

10 Change of Clinical Supervisor During Probation

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

18 Continuing Education

19 16. In addition to the continuing education requirements of A.R.S. § 32-3273, by
20 **October 31, 2017**, Respondent shall complete 6 clock hours of the NASW Staying Out of
21 Trouble continuing education course or an equivalent course addressing current behavioral
22 health documentation standards in Arizona. All required continuing education shall be pre-
23 approved by the Board Chair or designee. Upon completion, Respondent shall submit a
24 certificate of completion of the required continuing education.

25 17. In addition to the continuing education requirements of A.R.S. § 32-3273, by

1 **October 31, 2017**, Respondent shall complete 10 clock hours of continuing education
2 addressing family law. All required continuing education shall be pre-approved by the Board
3 Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the
4 required continuing education.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 18. Respondent shall not provide clinical supervision while subject to this Consent
8 Agreement.

9 **Civil Penalty**

10 19. Subject to the provisions set forth in paragraph 20, the Board imposes a civil
11 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

6 23. If Respondent currently sees clients in their own private practice, and obtains any
7 other type of behavioral health position, either as an employee or independent contractor, where
8 they provide behavioral health services to clients of another individual or agency, they shall
9 comply with requirements set forth in paragraphs 24 through 26 below.

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

18 25. If Respondent is not employed as of the effective date of this Order, within 10
19 days of accepting employment in a position where Respondent provides any type of behavioral
20 health related services or in a setting where any type of behavioral health, health care, or social
21 services are provided, Respondent shall provide the Board Chair or designee with a written
22 statement providing the contact information of their new employer and a signed statement from
23 Respondent's new employer confirming Respondent provided the employer with a copy of this
24 Consent Agreement. If Respondent does not provide the employer's statement to the Board
25 within 10 days, as required, Respondent's failure to provide the required statement to the Board

1 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
2 employer(s) with a copy of the Consent Agreement.

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

17 27. Respondent shall practice behavioral health using the name under which they
18 are licensed. If Respondent changes their name, they shall advise the Board of the name
19 change as prescribed under the Board's regulations and rules.

20 28. Prior to the release of Respondent from probation, Respondent must submit a
21 written request to the Board for release from the terms of this Consent Agreement at least 30
22 days prior to the date they would like to have this matter appear before the Board. Respondent
23 may appear before the Board, either in person or telephonically. Respondent must provide
24 evidence that they have successfully satisfied all terms and conditions in this Consent
25 Agreement. The Board has the sole discretion to determine whether all terms and conditions of

1 this Consent Agreement have been met and whether Respondent has adequately demonstrated
2 that they have addressed the issues contained in this Consent Agreement. In the event that the
3 Board determines that any or all terms and conditions of this Consent Agreement have not been
4 met, the Board may conduct such further proceedings as it determines are appropriate to
5 address those matters.

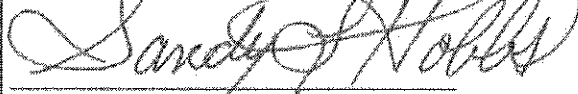
6 29. Respondent shall bear all costs relating to probation terms required in this
7 Consent Agreement.

8 30. Respondent shall be responsible for ensuring that all documentation required in
9 this Consent Agreement is provided to the Board in a timely manner.

10 31. This Consent Agreement shall be effective on the date of entry below.

11 32. This Consent Agreement is conclusive evidence of the matters described herein
12 and may be considered by the Board in determining appropriate sanctions in the event a
13 subsequent violation occurs.

14
15 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**


16 
17 Sandy L. Hobbs

May 30, 2017
Date

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

19 Dated this 31st day of May, 2017.

20
21 By:


22 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

23 **ORIGINAL** of the foregoing filed
24 This 31st day of May, 2017 with:

25 Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700

1 Phoenix, AZ 85012

2 COPY of the foregoing mailed via Interagency Mail

3 This 31st day of May, 2017, to:

4 Marc Harris

5 Assistant Attorney General

6 1275 West Washington

7 Phoenix, Arizona 85007

8 COPY of the foregoing mailed via

9 Certified mail no. 70162140 000018041126

10 This 31st day of May, 2017, to:

11 Sandy L. Hobbs

12 Address of Record

13 Respondent

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