

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

3 **In the Matter of:**

4 **Tammy M. Jacobs, LCSW-11928**  
5 **Licensed Clinical Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2022-0014**

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

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), Tammy M. Jacobs ("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  
25 ...

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 **FINDINGS OF FACT**

7 1. Respondent is the holder of License No. LCSW-11928 for the practice of Social  
8 Work in the State of Arizona.

9 2. Since 12/11, Respondent has been providing behavioral health services to an  
10 adult female client ("Client").

11 3. From 01/12 – 04/21, Respondent provided behavioral health services to Client's  
12 daughter ("Daughter").

13 4. Both Daughter's and Client's informed consent documents signed at the onset of  
14 treatment were missing several minimum requirements including the purpose of treatment.

15 5. Throughout Client's clinical record, there are numerous progress notes where  
16 Respondent failed to adequately document both Client and Daughter's role in the therapy  
17 process.

18 6. Hundreds of progress notes within both Client's and Daughter's clinical record  
19 failed to include minimum Board requirements.

20 7. It appears there are family session progress notes within Client's record, but not  
21 within Daughter's records.

22 8. Neither Client's nor Daughter's clinical records included any treatment plan which  
23 would outline the goals of therapy, including whether treatment should include family or  
24 individual therapy, thus clarifying each participants role.

25 ...

1           9.       Due to these deficiencies, Board staff randomly collected 8 additional clinical  
2 records from Respondent and all 8 failed to include various minimum Board requirements for  
3 informed consents, progress notes, telepractice, and none of the clinical records included any  
4 treatment plan.

5           10.      A majority of the 10 clinical records reviewed in this matter included numerous  
6 deficiencies within the billing records as well such billed services without corroborating progress  
7 notes or progress notes without corroborating billing records.

8           11.      Respondent also failed to update the informed consents for several clients once  
9 they turned 18 years old.

10          12.      Respondent has renewed her license with the Board 8 times since being licensed  
11 and a requirement of the license renewal process is to review the Board's rules and statutes  
12 which covers documentation standards.

13          13.      A large number of Client's progress notes discussed boundaries and Respondent  
14 acknowledged Client had issues with boundaries and trust with individuals in her life such as  
15 coworkers and family members.

16          14.      Respondent engaged in a dual relationship with Client by engaging in numerous  
17 activities outside of the therapeutic setting since 2011 with Client.

18          15.      Although Respondent may not have initiated the activities, there were many  
19 occasions at which the personal and professional boundaries were blurred including the Girl  
20 Scout Troop that Respondent's daughters were involved with.

21          16.      Respondent and Client have both been present at activities and events such as  
22 dinners, hikes, Respondent's birthday party at Respondent's home, and a car ride together to a  
23 conference in New Mexico.

24          17.      Respondent claims that she had no prior knowledge of the surprise birthday party  
25 that a shared friend organized.

1           18.     Respondent also claims that she and Client were each attending the conference  
2 in New Mexico for different reasons and decided to carpool together for ease and convenience  
3 but acknowledged that this was an inappropriate interaction.

4           19.     Respondent confirmed in a conversation with her friend that she was in fact  
5 Client's therapist, breaching Client's confidentiality.

6           20.     From 09/12 – 08/20, Client tagged Respondent in at least 39 Facebooks posts.

7           21.     On 12/11/17, Respondent documented in a progress note that she went with  
8 Client to visit Client's dying mother.

9           22.     During an investigative interview Respondent acknowledged going with Client to  
10 visit her mother at least 3 times in total, but only documented one of these instances.

11          23.     Respondent made the following representations during an investigative interview  
12 with Board staff:

- 13           a.     Respondent has remained Facebook friends with Client for several years and  
14                 may have had other clients as Facebook friends previously so she could add  
15                 them to the Facebook group.
- 16           b.     Respondent thought about deleting Client off of her Facebook but Client was  
17                 fragile and did not have many friends and Respondent felt it would be more  
18                 damaging to Client due to Client's abandonment issues.
- 19           c.     Client gave Respondent verbal permission to share the context of their  
20                 relationship with the two colleagues they drove to New Mexico with, but failed  
21                 to document this anywhere in Client's clinical record.
- 22           d.     Respondent acknowledged seeing the concern with having contact with a  
23                 client outside the therapeutic setting, but represented Client had issues with  
24                 boundaries and Respondent tried setting boundaries with Client.

25     ...

1 e. Respondent did not consider her relationship with Client as a dual  
2 relationship because she did not initiate most of the activities and events that  
3 they engaged in and always worked to keep her professional relationship as  
4 separate as possible from their non-professional relationship.

5 24. Respondent breached Client's confidentiality by acknowledging on at least two  
6 separate occasions that Respondent was Client's therapist.

7 25. In review of one of the randomly subpoenaed records, Respondent wrote a letter  
8 outside the scope of her licensure and experience giving an opinion on why her client needed to  
9 take a break from school and maintain her scholarship.

#### 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(16)(j), engaging in conduct that the board determines is gross  
16 negligence or repeated negligence in 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(16)(k), engaging in any conduct or practice that is contrary to  
19 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
20 to the health, welfare or safety of a client, as it relates to the following section of the NASW  
21 Code of Ethics:

#### 22 **1.06(d) Conflicts of Interest:**

23 When social workers provide services to two or more people who  
24 have a relationship with each other (for example, couples, family  
25 members), social workers should clarify with all parties which

1 individuals will be considered clients and the nature of social workers'  
2 professional obligations to the various individuals who are receiving  
3 services. Social workers who anticipate a conflict of interest among  
4 the individuals receiving services or who anticipate having to perform  
5 in potentially conflicting roles (for example, when a social worker is  
6 asked to testify in a child custody dispute or divorce proceedings  
7 involving clients) should clarify their role with the parties involved and  
8 take appropriate action to minimize any conflict of interest.

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

12 5. The conduct and circumstances described in the Findings of Fact constitute a  
13 violation of A.R.S. § 32-3251(16)(m), engaging or offering to engage as a licensee in activities  
14 that are not congruent with the licensee's professional education, training or experience.

15 6. The conduct and circumstances described in the Findings of Fact constitute a  
16 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
17 developed by the board, as it relates to:

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

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

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

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

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

23 7. The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of  
25 behavioral health services provided to a client.

1 8. The conduct and circumstances described in the Findings of Fact constitute a  
2 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged  
3 communication except as may otherwise be required by law or permitted by a legally valid  
4 written release.

5 9. The conduct and circumstances described in the Findings of Fact constitute a  
6 violation of A.R.S. § 32-3251(16)(y), engaging in a dual relationship with a client that could  
7 impair the licensee's objectivity or professional judgment or create a risk of harm to the client.

### 8 **ORDER**

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

11 1. Respondent's license, LCSW-11928, shall be surrendered to the Board, effective  
12 from the date of entry as signed below.

13 2. The surrender shall be considered a revocation of Respondent's license.

### 14 **Practice Termination Plan**

15 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall  
16 submit a written plan for terminating their private practice for pre-approval by the Board Chair or  
17 designee. At a minimum, the proposed termination plan must include each of the following:

- 18 a. A written protocol for the secure storage, transfer and access of the clinical  
19 records of Respondent's clients and former clients.
- 20 b. The procedure by which Respondent shall notify each client and former client  
21 in a timely manner regarding the future location of the clinical records of  
22 Respondent's clients and former clients and how those records can be  
23 accessed after the termination of Respondent's practice.
- 24 c. A written protocol for developing an appropriate referral for continuation of  
25 care for Respondent's current clients.



1 d. A list of Respondent's current clients and the timeframe for terminating  
2 services to each client. The timeframe for terminating services shall not  
3 exceed 30 days.

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


5   
6 Tammy M. Jacobs (Oct 3, 2022 14:42 PDT)

Oct 3, 2022

6 Tammy M. Jacobs

Date

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

8 By:   
9 TOBI ZAVALA, Executive Director

Oct 11, 2022

10 Arizona Board of Behavioral Health Examiners

Date

11 **ORIGINAL** of the foregoing filed Oct 11, 2022  
12 with:

13 Arizona Board of Behavioral Health Examiners  
14 1740 West Adams Street, Suite 3600  
15 Phoenix, AZ 85007

16 **EXECUTED COPY** of the foregoing sent electronically Oct 11, 2022  
17 to:

18 Mona Baskin  
19 Assistant Attorney General  
20 2005 North Central Avenue  
21 Phoenix, AZ 85004

22 Tammy M. Jacobs  
23 Address of Record  
24 Respondent

25 Mike Goldberg  
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