

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

3 **In the Matter of:**

4 **Sandra D. Graham, LPC-13806**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0081**  
**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), Sandra D. Graham (“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. LPC-13806 for the practice of  
15 counseling in the State of Arizona.

16 2. From 06/15 – 07/21, Respondent provided behavioral health services to  
17 Complainant.

18 3. Complainant's goals for therapy per her treatment plan indicated she would  
19 become more self-aware, assume more responsibility in taking care of herself, and increase her  
20 awareness of the way in which her emotional and psychological problems are created.

21 4. During an 08/24/16 session, Respondent and Complainant discussed their  
22 relationship and Complainant's anxiety with female therapists.

23 5. During a 02/28/17 sessions, Complainant discussed her fear that if she shows  
24 too much of herself and says too much, then Licensee will not love her.

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1           6.     During a 04/05/17 session, Respondent and Complainant spoke about  
2 Complainant's anxious attachment to Respondent and they normalized it by putting it into the  
3 context of her emotionally deprived childhood.

4           7.     Respondent documented in a 07/027/17 session that Complainant's attachment  
5 issues are a repeat pattern she has had with other therapists.

6           8.     A 10/30/18 session included a discussion around Complainant's anxious  
7 attachment to Respondent and Respondent indicated it appears Complainant was afraid that  
8 Respondent would reject her like Complainant's mother did.

9           9.     During a 02/02/19 session, Complainant reported struggling since the last  
10 sessions since she felt Respondent did not care about her when Respondent thanked her for a  
11 small gift that Complainant gave Respondent for Christmas.

12          10.    A 06/29/19 session indicated Complainant gave Respondent a wrapped gift to  
13 save for Respondent's birthday.

14          11.    During a 07/31/19 session, Complainant asked for a hug and told Respondent  
15 she loved her, and Respondent said she loved Complainant back because Complainant hearing  
16 Respondent say this speaks to the wounded child in Complainant and models how she can  
17 begin to parent herself.

18          12.    An 11/06/19 session indicated Complainant wanted to be more to Respondent  
19 than a client and hopefully friends but Respondent explained that laws and ethics say about  
20 friendships with clients as well as risks and benefits of a friendship with former clients.

21          13.    During a 01/29/20 session, Complainant offered Respondent a gift but was afraid  
22 to give it to Respondent because she did not want Licensee to think she was trying to earn  
23 Respondent's love.

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1 14. A 02/12/20 session indicated Respondent explained boundary concerns  
2 regarding the upcoming meeting with the author and the possible compromise of Complainant's  
3 confidentiality, and concern that Complainant may see their relationship as more personal.

4 15. During a 07/23/20, Complainant told Respondent she had been having sexual  
5 fantasies about her for some time and had seen another therapist in regards to her anxious  
6 attachment to Respondent.

7 16. Despite this common theme of Respondent and Complainant discussing  
8 Complainant's anxious attachment to Respondent and constant gift giving, Respondent  
9 continued to provide therapy services to Complainant.

10 17. Respondent documents the gift giving and receiving within the clinical records  
11 but there is no clear documentation of the rationale or decision-making model Respondent  
12 developed when considering giving or receiving gifts.

13 18. Respondent acknowledged giving books to other clients as well and believes any  
14 gift over \$25 from a client would be inappropriate to accept.

15 19. Respondent extended the therapeutic boundaries by informing an author about a  
16 client of hers that read this author's book and the author stated they wanted to include this  
17 client's story in her new book possibly.

18 20. Respondent treated complainant for roughly 6 years and there was constant  
19 documentation of Complainant pushing boundaries and even expressing sexual fantasies about  
20 Licensee, yet Respondent felt it was therapeutically appropriate to continue treating  
21 Complainant rather than refer out.

22 21. From 06/15 – 11/21, Respondent's cell phone records indicate over 2,200 text  
23 messages exchanged and roughly 230 phone calls between Respondent and Complainant.

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1           22.     It appears that Complainant's attempts to be friends and blur professional  
2 boundaries negatively impacted the therapeutic relationship as evidenced by the number of gifts  
3 exchanged between Respondent and Complainant.

4           23.     During the course of Complainant's treatment, Respondent's husband passed  
5 away.

6           24.     Respondent's husband was also a therapist who she shared an office space  
7 with.

8           25.     Respondent decided to hold a memorial service for her husband at their practice.

9           26.     Respondent sent an invitation to her clients and her husband's client to attend  
10 and reports she made it clear that this service would not be therapy.

11          27.     Respondent also had another therapist present to offer support to clients if they  
12 needed it.

13          28.     Respondent acknowledged identifying everyone at the memorial service as client  
14 of either hers or her husband's.

15          29.     Respondent represents that she and her husband did a number of workshops in  
16 the past where many of the clients knew both Licensee and her husband, Respondent invited  
17 numerous clients to a setting that could have created a breach of confidentiality during the  
18 memorial service.

19          30.     Nowhere within Complainant's clinical records does it discuss Respondent  
20 inviting her to the memorial service, the therapeutic rationale for inviting Complainant, or how  
21 inviting Complainant would not be a conflict of interest.

22          31.     Complainant's clinical record does not include any signed authorization giving  
23 Respondent permission to notify other clients that Complainant was a client of Licensee's.

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1 32. Despite Respondent representing she did not provide Complainant's identifying  
2 information to this author, she disclosed that she had a client and Complainant was introduced  
3 to this author.

4 33. Respondent acknowledged not asking Complainant for permission to speak with  
5 this author and felt she did not need a release to speak with the author.

6 34. During the course of Complainant's treatment plan, Respondent completed a  
7 number of treatment plans.

8 35. The 01/02/21 treatment plan failed to include the following minimum  
9 requirements:

- 10 a. One of more treatment methods.
- 11 b. The date in which treatment plan will be reviewed.
- 12 c. Date and signature of Respondent.
- 13 d. Licensee's dated signature.

14 36. Additionally, in 2019 and 2021, Respondent submitted her LPC renewal  
15 application to the Board which included the completion of the Board's Tutorial regarding statutes  
16 and regulations, which provides education on clinical documentation standards.

### 17 **CONCLUSIONS OF LAW**

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

21 2. The conduct and circumstances described in the Findings of Fact constitute a  
22 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
23 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
24 to the health, welfare or safety of a client, as it relates to the ACA Code of Ethics:

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1                   **A.10.f. Receiving Gifts**

2                   Counselors understand the challenges of accepting gifts from clients and  
3                   recognize that in some cultures, small gifts are a token of respect and gratitude.  
4                   When determining whether to accept a gift from clients, counselors take into  
5                   account the therapeutic relationship, the monetary value of the gift, the client's  
6                   motivation for giving the gift, and the counselor's motivation for wanting to accept  
7                   or decline the gift.

8                   **A.6.b. Extending Counseling Boundaries**

9                   Counselors consider the risks and benefits of extending current counseling  
10                  relationships beyond conventional parameters. Examples include attending a  
11                  client's formal ceremony (e.g., a wedding/commitment ceremony or graduation),  
12                  purchasing a service or product provided by a client (excepting unrestricted  
13                  bartering), and visiting a client's ill family member in the hospital. In extending  
14                  these boundaries, counselors take appropriate professional precautions such as  
15                  informed consent, consultation, supervision, and documentation to ensure that  
16                  judgment is not impaired and no harm occurs.

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

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

- 24                       a.    A.A.C. R4-6-1102. Treatment Plan
- 25                       b.    A.A.C. R4-6-1103. Client Record



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

4                               **ORDER**

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

7           1.     Respondent's license, LPC-13806, will be placed on probation for 12 months,  
8 effective from the date of entry as signed below.

9           2.     Respondent shall not practice under their license, LPC-13806, unless they are  
10 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
11 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
12 shall immediately notify the Board in writing and shall not practice under their license until they  
13 submit a written request to the Board to re-commence compliance with this Consent  
14 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

15           3.     In the event that Respondent is unable to comply with the terms and conditions  
16 of this Consent Agreement, all remaining time frames shall be tolled and remain tolled until  
17 such time as they are granted approval to re-commence compliance with the Consent  
18 Agreement.

19                               **Continuing Education**

20           4.     In addition to the continuing education requirements of A.R.S. § 32-3273, within  
21 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock  
22 hours of continuing education addressing current Arizona documentation standards. All required  
23 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
24 Respondent shall submit a certificate of completion of the required continuing education.

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

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

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

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

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

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

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1           16.     Respondent shall practice behavioral health using the name under which they  
2 are licensed. If Respondent changes their name, they shall advise the Board of the name  
3 change as prescribed under the Board's regulations and rules.

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

15           18.     Respondent shall bear all costs relating to probation terms required in this  
16 Consent Agreement.

17           19.     Respondent shall be responsible for ensuring that all documentation required in  
18 this Consent Agreement is provided to the Board in a timely manner.

19           20.     This Consent Agreement shall be effective on the date of entry below.

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

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

3  Apr 5, 2024  
4 Sandra D. Graham Date  
5

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

7 By:  Apr 14, 2024  
8 TOBI ZAVALA, Executive Director Date  
9 Arizona Board of Behavioral Health Examiners

10 **ORIGINAL** of the foregoing filed Apr 14, 2024  
with:

11 Arizona Board of Behavioral Health Examiners  
12 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

13 **EXECUTED COPY** of the foregoing sent electronically Apr 14, 2024  
to:

14 Mona Baskin  
15 Assistant Attorney General  
16 2005 North Central Avenue  
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17 Sandra D. Graham  
18 Address of Record  
Respondent

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