



1 Consent Agreement.

2 4. Respondent acknowledges and agrees that upon signing this Consent  
3 Agreement and returning it to the Board's Executive Director, Respondent may not revoke their  
4 acceptance of this Consent Agreement or make any modifications to it. Any modification of this  
5 original document is ineffective and void unless mutually approved by the parties in writing.

6 5. The findings contained in the Findings of Fact portion of this Consent Agreement  
7 are conclusive evidence of the facts stated herein only between Respondent and the Board for  
8 the final disposition of this matter and may be used for purposes of determining sanctions in any  
9 future disciplinary matter.

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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,  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

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

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

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

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License No. LASAC-15119 for the practice of  
4 substance abuse counseling in Arizona.

5 2. From approximately 01/17 – 08/18, Respondent worked at a behavioral health  
6 agency ("Agency 1") as a therapist.

7 3. In part, Respondent's job responsibilities included writing monthly reports for her  
8 clients, which were sent to other agencies including DCS.

9 4. In 08/18, Agency 1 submitted a complaint against Respondent indicating that  
10 Respondent had submitted false information in her reports to DCS, which were then being  
11 presented to judges presiding over DCS cases.

12 5. In support of those claims, Agency 1 provided several emails illustrating that  
13 DCS and other behavioral health agencies were finding falsehoods in Respondent's reports  
14 regarding multiple clients' sobriety dates.

15 6. In addition to emails, Agency 1 provided evidence of two clients' drug-testing  
16 reports, which reflected that those clients failed to take their drug-tests during the same time  
17 frame that Respondent's reports indicated those clients were sober.

18 7. As a result of her conduct, Agency 1 terminated Respondent's employment on  
19 07/23/18.

20 8. On 08/11/18, 16 days following her termination, Respondent submitted a job  
21 application to another behavioral health agency ("Agency 2").

22 9. On her Agency 2 job application, Respondent listed her previous employment at  
23 Agency 1, but falsely stated the reason for leaving as: "still at [Agency 1] but will leave once and  
24 if I start at [Agency 2]."

25 10. When asked by Board staff why Respondent inaccurately stated on her Agency 2

1 job application that she was still employed at Agency 1, Respondent indicated, "Well I was still  
2 getting stuff out of my office and so forth but honestly, I'm just gonna say that legally, I don't  
3 have to share with anybody if I've been terminated or not. I don't have to and I know because  
4 I've had friends who've been terminated."

5 11. In 11/18, Agency 2 terminated Respondent's employment citing the following:  
6 "[Respondent] has exhibited ongoing performance concerns that interfere with the orderly and  
7 efficient operation of the department. Excessive attempts to request [Respondent] to cooperate  
8 with the staff and follow through on job duties hinders the department overall."

9 **CONCLUSIONS OF LAW**

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

13 2. The conduct and circumstances described in the Findings of Fact constitute a  
14 violation of A.R.S. § 32-3251(16)(b), using fraud or deceit in connection with rendering services  
15 as a licensee or in establishing qualifications pursuant to this chapter.

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

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 1. Respondent's license, LASAC-15119, will be placed on probation for 24 months,  
23 effective from the date of entry as signed below.

24 2. Respondent shall not practice under their license, LASAC-15119, unless they  
25 are fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,

1 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
2 shall immediately notify the Board in writing and shall not practice under their license until they  
3 submit a written request to the Board to re-commence compliance with this Consent  
4 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

#### 9 Continuing Education

10 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
11 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
12 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
13 addressing current behavioral health documentation standards in Arizona. All required  
14 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
15 Respondent shall submit a certificate of completion of the required continuing education.

#### 16 Clinical Supervision

17 5. While on probation, Respondent shall submit to clinical supervision for 24 months  
18 with a dually licensed behavioral health professional holding a LISAC and an additional  
19 independent level license. Within 30 days of the date of this Consent Agreement, Respondent  
20 shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee.  
21 Also within 30 days of the date of this Consent Agreement, the clinical supervisor shall submit a  
22 letter disclosing their prior relationship to Respondent. In that letter, the clinical supervisor must  
23 address why they should be approved, acknowledge that they have reviewed the Consent  
24 Agreement and include the results of an initial assessment and a supervision plan regarding the  
25 proposed supervision of Respondent. The letter from the supervisor shall be submitted to the

1 Board.

2 **Focus and Frequency of Clinical Supervision**

3 6. The focus of the supervision shall relate to caseload management, clinical  
4 documentation, ethics, professional boundaries, and self-care. Respondent shall meet  
5 individually in person with the supervisor for a minimum of one hour at least weekly if working  
6 fulltime or twice monthly if working less than 20 hours per week.

7 **Reports**

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

- 12 a. Dates of each clinical supervision session.  
13 b. A comprehensive description of issues discussed during supervision  
14 sessions.

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

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

22 **Change of Clinical Supervisor During Probation**

23 10. If, during the period of Respondent's probation, the clinical supervisor determines  
24 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of  
25 the end of supervision and provide the Board with an interim final report. Respondent shall

1 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the  
2 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The  
3 proposed clinical supervisor shall provide the same documentation to the Board as was required  
4 of the initial clinical supervisor.

#### 5 Early Release

6 11. After completion of the continuing education requirements set forth in this  
7 Consent Agreement, and upon the clinical supervisor's recommendation, Respondent may  
8 request early release from the Consent Agreement after 12 months.

#### 9 GENERAL PROVISIONS

##### 10 Provision of Clinical Supervision

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

##### 13 Civil Penalty

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

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

23 15. Within 10 days of being notified of the lifting of the stay, Respondent may request  
24 that the matter be reviewed by the Board for the limited purpose of determining whether the  
25 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

1 receives the written request within 10 days or less of the next regularly scheduled Board  
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly  
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further  
4 review.

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

10 17. 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 18. 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 19. 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 20. 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 21. 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 22. Respondent shall bear all costs relating to probation terms required in this  
7 Consent Agreement.

8 23. 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 24. This Consent Agreement shall be effective on the date of entry below.

11 25. 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 Lee Ann Hull

1-25-2019  
Date

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

19 Dated this 29<sup>th</sup> day of January, 2019.

20  
21 By:   
22 TOBIN ZAVALA, Executive Director  
23 Arizona Board of Behavioral Health Examiners  
24  
25

1 ORIGINAL of the foregoing filed  
This 29<sup>th</sup> day of January, 2019 with:

2 Arizona Board of Behavioral Health Examiners  
3 1740 West Adams Street, Suite 3600  
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed via Interagency Mail  
This 29<sup>th</sup> day of January, 2019, to:

6 Marc Harris  
7 Assistant Attorney General  
8 2005 North Central Avenue  
9 Phoenix, AZ 85004

10 COPY of the foregoing mailed via  
11 Certified mail no. 948910091000276044089403,  
12 This 29<sup>th</sup> day of January, 2019, to:

13 Lee Ann Hull  
14 Address of Record  
15 Respondent  
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