

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

2 **In the Matter of:**

3 **Deborah G. Hammond, LPC-14428,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

CASE NO. 2022-0182

**RELEASE FROM
NON-DISCIPLINARY CONSENT
AGREEMENT AND ORDER**

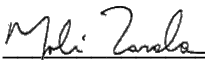
RESPONDENT

6
7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Non-Disciplinary Consent Agreement and Order dated May 8th, 2023. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Non-Disciplinary Consent Agreement and Order dated May 8th, 2023.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Non-Disciplinary
14 Consent Agreement and Order dated May 8th, 2023.

15 By:  Jun 17, 2024
16 **TOBI ZAVALA, Executive Director** **Date**
Arizona Board of Behavioral Health Examiners

17
18 **ORIGINAL** of the foregoing filed Jun 17, 2024
19 with:

20 Arizona Board of Behavioral Health Examiners
21 1740 West Adams Street, Suite 3600
22 Phoenix, AZ 85007

23 **EXECUTED COPY** of the foregoing sent electronically Jun 17, 2024
24 to:

25 Deborah G. Hammond
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Deborah G. Hammond, LPC-14428,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2022-0182

**NON-DISCIPLINARY 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(D)(3)
11 and 41-1092.07(F)(5), Deborah G. Hammond (“Respondent”) and the Board enter into this
12 Non-Disciplinary Consent Agreement, Findings of Fact, Conclusions of Law and Order
13 (“Consent Agreement”) as a final 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 shall constitute a public record that may be disseminated as a formal action of the
5 Board.

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 the 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-14428 for the practice of
15 counseling in the State of Arizona.

16 2. From 05/97 to 06/22, Respondent was employed at a behavioral health agency
17 (“Agency”).

18 3. On 05/10/22, Respondent received disciplinary action from Agency in the form of
19 a 05/24/22 suspension due to several unscheduled absences and concerns of punctuality.

20 4. Complainant notes that on 05/20/22, Agency management received a complaint
21 from Respondent’s client who reported she was not receiving counseling services from
22 Respondent as scheduled and wished to change providers.

23 5. On 06/01/22, Respondent was placed on administrative lead due to the client’s
24 concerns.

25 ...

1 6. During an investigation into the allegations, Complainant audited four of
2 Respondent's client records.

3 7. A review of a client's ("Client 1") records uncovered the following:

4 a. Respondent initiated a telehealth call more than 20 minutes late, at least
5 three times.

6 b. Respondent documented an effort to initiate telehealth services, documenting
7 them as a no show on at least four occasions, but phone records does not
8 reflect this.

9 8. A review of a client's ("Client 2") records uncovered the following:

10 a. On at least three occasions, Respondent documented a session as a no
11 show, but there was no evidence of outbound calls.

12 b. On at least three occasions, Respondent billed for 30 minutes, but the phone
13 records do no support the service or duration.

14 c. On at least three occasions, Respondent initiated a telehealth services more
15 than 13 minutes late.

16 9. A review of a client's ("Client 3") records uncovered the following:

17 a. On at least two occasions, Respondent billed for 30 minutes, but the phone
18 records do not support the service or duration.

19 b. On at least three occasions, Respondent initiated a telehealth service
20 approximately 10 minutes late.

21 10. A review of a client's ("Client 4") records uncovered the following:

22 a. On approximately eight occasions, Respondent initiated the service more
23 than 20 minutes late.

24 b. On approximately five occasions, Respondent billed for 30 minutes, but the
25 phone records do not support the service or duration.

1 c. On at least two occasions, Respondent billed for an hour, but the phone
2 records do not support the service or duration.

3 d. On approximately 10 occasions, there are instances of a scheduled session,
4 but no supporting documentation or phone records.

5 11. Respondent failed to accurately document the length of a session, and her phone
6 records failed to provide evidence she made attempts to reach out to clients.

7 12. Respondent's records also did not contain notes or phone records for multiple
8 scheduled sessions with clients.

9 13. Respondent represented the following:

10 a. The client who initially complained was one Respondent was working on
11 getting into the office for in person sessions.

12 b. At the time, Agency started using a new scheduling system and it was
13 confusing.

14 c. Respondent did not have clinical supervision in over six months.

15 d. Respondent recognizes she made billing errors and takes full responsibility.

16 e. Respondent recalls that clients requested to be called at different numbers,
17 she used the conference room phone due to poor cell reception, and there
18 was a client who would call from their mother or grandmother's phone at
19 times.

20 f. Respondent was calling clients, but there were days when she did not call on
21 time, could have left a message, or could have called the wrong number.

22 **CONCLUSIONS OF LAW**

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

1 **Early Release**

2 3. After completion of the required continuing education, Respondent may request
3 early release from this Consent Agreement.

4 **General Provisions**

5 4. Respondent must submit a written request to the Board for release from the
6 terms of this Consent Agreement at least 30 days prior to the date they would like to have this
7 matter presented before the Board. Respondent may appear before the Board, either in person
8 or telephonically. Respondent must provide evidence that they have successfully satisfied all
9 terms and conditions in this Consent Agreement. The Board has the sole discretion to
10 determine whether all terms and conditions of this Consent Agreement have been met and
11 whether Respondent has adequately demonstrated that they have addressed the issues
12 contained in this Consent Agreement. In the event that the Board determines that any or all
13 terms and conditions of this Consent Agreement have not been met, the Board may open up a
14 complaint which will be subject to the provisions of A.R.S. § 32-3281.

15 5. Respondent shall bear all costs relating to completion of all terms required in this
16 Consent Agreement.

17 6. 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 7. This Consent Agreement shall be effective on the date of entry below.

20 8. This Consent Agreement is conclusive evidence of the matters described herein
21 and may be considered by the Board in determining appropriate sanctions in future cases.

22
23 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

24 D Hammond
D Hammond (Apr 27, 2023 08:24 PDT)
25 Deborah G. Hammond

Apr 27, 2023
Date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: Mpli Zavala May 8, 2023
TOBI ZAVALA, Executive Director Date
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed May 8, 2023
with:

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

EXECUTED COPY of the foregoing sent electronically May 8, 2023
to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

Deborah G. Hammond
Address of Record
Respondent

Bretton Barber
Barber Law Group
2 N. Central Ave. #1800
Phoenix, AZ 85004
Attorney for Respondent