

BEFORE THE ARIZONA BOARD
OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of:

Sharon K. Hollenbeck, LPC-18285,
Licensed Professional Counselor,
In the State of Arizona.

CASE NO.2023-0168
CONSENT AGREEMENT

RESPONDENT

In the interest of a prompt and speedy settlement of the above captioned matter, consistent with the public interest, statutory requirements and responsibilities of the Arizona State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F) and 41-1092.07(F)(5), Sharon K. Hollenbeck ("Respondent") and the Board enter into this Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

Respondent understands and agrees that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations, and all related materials and exhibits may be retained in the Board's file pertaining to this matter.

2. Respondent has the right to a formal administrative hearing at which Respondent can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably waives their right to such formal hearing concerning these allegations and irrevocably waives their right to any rehearing or judicial review relating to the allegations contained in this Consent Agreement.

3. Respondent has the right to consult with an attorney prior to entering into this 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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-18285 for the practice of
15 counseling in Arizona.

16 2. From 08/22 – 03/23, Respondent provided behavioral health services to various
17 family members including Complainant, Father, Minor 1, Minor 2, and Wife.

18 3. On 09/22/22, Complainant and Father signed individual informed consents which
19 failed to indicate the specific type of service they were consenting to, or who would be involved
20 in the therapy.

21 4. Respondent represented that at the onset of services, the intention was co-
22 parenting counseling.

23 5. Despite the 09/22/22 treatment plan indicating Complainant and Father were the
24 clients and they wanted to work on reducing conflict and unify the children, neither Complainant
25 nor Father signed the treatment plan indicating they agreed to the treatment plan.

1 6. From 09/22 -- 12/22, Complainant had her own separate clinical records
2 maintained at Agency which included sessions that involved Complainant, Father, Minor 1, and
3 Minor 2.

4 7. It is unclear based on the progress notes who the specific client during this
5 timeframe was as some progress notes included an individual person, or multiple persons
6 involved in the session.

7 8. There was zero documentation regarding consents to treat Minor 1 or Minor 2, or
8 involve them in the therapy.

9 9. Around 12/22, Complainant was discharged as a client from Agency and referred
10 back to her insurance.

11 10. On 12/19/22, Complainant emailed Agency and addressed the email to
12 Respondent which included the following:

13 a. Complainant had a scheduled session with Respondent on this day at
14 6:00PM.

15 b. Complainant called Respondent's office to confirm this appointment and was
16 told by office staff that Respondent referred her back to insurance.

17 c. Complainant was told this meant Respondent would no longer see
18 Complainant and all future sessions were cancelled.

19 d. Complainant asked Respondent to confirm and provide an explanation.

20 11. On 12/21/22, Complainant again emailed Agency which included the following:

21 a. Complainant was following up on her previous email to confirm why Agency
22 would not see her and cancelled all future appointments.

23 b. Complainant asks if they can schedule a day and time to meet with Father
24 present to discuss co-parenting counseling and other concerns.
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1 12. Neither Respondent nor anyone at Agency responded to Complainant regarding
2 these emails.

3 13. Despite Respondent representing the front desk staff was responsible for
4 handling Complainant's discharge, Respondent made no efforts to assist with continuity of care
5 or ensure there was continuity of care in place for Complainant.

6 14. Respondent represents she had a conversation with Agency's owner and the
7 owner instructed her to refer Complainant back to insurance.

8 15. Even though Respondent represents the dynamic was too toxic, she chose to
9 terminate Complainant but continue services with Father while still involving the children in
10 Father's therapy.

11 16. From 09/22 – 12/22, Respondent maintained exact copies of all consents and
12 progress notes within Complainant's and Father's individual clinical file.

13 17. On 11/30/22, Father signed consent forms which failed to indicate the specific
14 type of service he was consenting to, or who would be involved in the therapy.

15 18. From 11/22 – 03/23, Respondent held sessions with various participants and
16 these progress notes were maintained in Father's clinical record.

17 19. For example, Respondent had sessions with Father individually, sessions with
18 Father and Wife, sessions with Minor 2 individually, sessions with Father, Minor 1, and Minor 2,
19 and sessions with Father and Minor 2.

20 20. It is unclear based on the informed consents and treatment plan only being
21 signed by Father who the client was supposed to be during this timeframe.

22 21. Despite Respondent representing that she treated this case like a family, none of
23 the consents corroborate this since only Complainant and Father signed individual consents
24 throughout this entire timeframe.

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1 22. It appears that once Complainant was terminated and Father initiated his own
2 services, the content of the sessions still involved various conversations around Complainant.

3 23. Even though Respondent represents she treated the family as if it were family
4 therapy, Respondent held numerous individual sessions with different participants and only
5 obtained written consent from Complainant and Father.

6 24. Wife, Minor 1, and Minor 2 did not have any sort of informed consent or collateral
7 forms signed attesting to their participation in the therapy or their role in the therapy.

8 25. Respondent failed to identify who specifically would be the client and her role to
9 each client in this matter.

10 26. Respondent represented she should not have taken this case in the first place
11 since she is not comfortable doing court cases, yet instead of withdrawing, Respondent took the
12 case and then Complainant was terminated and Respondent continued services with Father.

13 27. Respondent also extended her role beyond the therapeutic role as follows:

14 a. A 09/29/22 progress note indicated Respondent put her directions out and
15 enforcing the court order regarding parenting time.

16 b. An 11/16/22 progress note indicated Respondent called Complainant after
17 Father requested assistance with coordinating a location to drop off the
18 children.

19 c. Respondent assisted the parties in developing an agreement where both
20 parents agreed to consent to both children obtaining their licenses when they
21 turned 16.

22 28 Respondent extended her role as a counselor by acting in a mediator type role
23 beyond the counselor role.

24 29. On 09/22/22, Complainant and Father signed informed consents with Agency
25 that failed to include the following minimum Board requirements:

1 a. Notification of the licensee's supervision or involvement with a treatment
2 team of professionals.

3 b. Methods for the client to obtain information about the client's records.

4 c. The licensee's refund policies and procedures.

5 30. A 09/22/22 treatment plan completed for Complainant included all minimum
6 Board requirements but the following sections were left blank:

7 a. The date the treatment plan will be reviewed.

8 b. The dated signature of the client.

9 31. An 11/30/22 treatment plan completed for Father included all minimum Board
10 requirements but the section for the date the treatment plan will be reviewed was left blank.

11 32. An 11/01/22 release of information included all minimum Board requirements but
12 the following sections were left blank:

13 a. The purpose of the disclosure.

14 b. When the release of information will expire.

15 c. The date the ROI was signed.

16 33. The following billing discrepancies were noted in the billing records:

17 a. There is a billing record for 11/17/22 but no corresponding progress note.

18 b. There is a progress note for 11/16/22 but no corresponding billing record.

19 c. There is a billing record for 02/06/23 but no corresponding session note.

20 d. There is a progress note for 03/20/23 but no corresponding billing record.

21 e. All sessions were billed with the CPT code 90834 for individual services, yet
22 numerous sessions involved several participants in each session.

23 34. Despite Respondent representing she has no role in the development of
24 Agency's practice forms, she has been independently licensed since 2019 and fails to ensure
25 the documentation she is utilizing meets Board minimum standards.

1 35. In 07/21 and 07/23, Respondent completed license renewal applications which
2 required her to complete the Board's Tutorial regarding statutes and regulations, which
3 specifically provided education and training on clinical documentation standards.

4 **CONCLUSIONS OF LAW**

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

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

12 **A.8. Multiple Clients**

13 When a counselor agrees to provide counselling services to two or
14 more persons who have a relationship, the counselor clarifies at the
15 outset which person or persons are the clients and the nature of the
16 relationships the counselor will have with each involved person. If it
17 becomes apparent that the counselor may be called upon to perform
18 potentially conflicting roles, the counselor will clarify, adjust, or
19 withdraw from roles appropriately.

20 3. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without
22 making an appropriate referral for continuation of care for the client if continuing behavioral
23 health services are indicated.

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

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

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

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

7 A.A.C. R4-6-1105. Confidentiality

8 **ORDER**

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

11 1. Respondent's license, LPC-18285, will be placed on probation for 24 months,
12 effective from the date of entry as signed below.

13 2. Respondent shall not practice under their license, LPC-18285, unless they are
14 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
15 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
16 shall immediately notify the Board in writing and shall not practice under their license until they
17 submit a written request to the Board to re-commence compliance with this Consent
18 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

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Continuing Education

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2 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
3 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
4 hours of continuing education addressing high-conflict court cases with families. All required
5 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
6 Respondent shall submit a certificate of completion of the required continuing education.

7 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
8 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
9 hours of continuing education addressing Arizona documentation in person. All required
10 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
11 Respondent shall submit a certificate of completion of the required continuing education.

12 6. In addition to the continuing education requirements of A.R.S. § 32-3273, within
13 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
14 hours of continuing education addressing behavioral health ethics. All required continuing
15 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
16 shall submit a certificate of completion of the required continuing education.

Clinical Supervision

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18 7. While on probation, Respondent shall submit to clinical supervision for 24 months
19 by a masters or higher-level behavioral health professional licensed by the Arizona Board of
20 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
21 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
22 by the Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the
23 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
24 letter, the clinical supervisor must address why they should be approved, acknowledge that they

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1 have reviewed the Consent Agreement and include the results of an initial assessment and a
2 supervision plan regarding the proposed supervision of Respondent. The letter from the
3 supervisor shall be submitted to the Board.

4 **Focus and Frequency of Clinical Supervision**

5 8. The focus of the supervision shall relate to scope of practice, Board statutes and
6 rules, continuity of care, Arizona documentation, and multiple roles. During each supervision
7 session, the supervisor shall review a minimum of 3 client records chosen at random by the
8 supervisor to ensure Respondent's compliance with current behavioral health documentation
9 standards in Arizona. Respondent shall meet individually with the supervisor for a minimum of
10 one hour monthly for the first 12 months. For the remaining 12 months, the frequency will be at
11 at the recommendation of the clinical supervisor with the possibility for early release.

12 **Reports**

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

- 17 a. Dates of each clinical supervision session.
- 18 b. A comprehensive description of issues discussed during supervision
19 sessions.
- 20 c. The results of each clinical documentation review by the supervisor.

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

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1 11. After Respondent's probationary period, the supervisor shall submit a final
 2 summary report for review and approval by the Board Chair or designee. The final report shall
 3 also contain a recommendation as to whether the Respondent should be released from this
 4 Consent Agreement.

5 **Change of Clinical Supervisor During Probation**

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

13 **Early Release**

14 13. After completion of the stipulations set forth in this consent agreement, and upon
 15 the supervisor's recommendation, Respondent may request early release from the consent
 16 agreement after 12 months.

17 **GENERAL PROVISIONS**

18 **Provision of Clinical Supervision**

19 14. Respondent shall not provide clinical supervision to associate level licensees
 20 accruing and submitting hours towards independent licensure while subject to this Consent
 21 Agreement.

22 **Civil Penalty**

23 15. Subject to the provisions set forth in paragraph 16 the Board imposes a civil
 24 penalty against the Respondent in the amount of \$1,000.00.

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

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

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

20 19. If Respondent currently sees clients in their own private practice, and obtains any
 21 other type of behavioral health position, either as an employee or independent contractor, where
 22 they provide behavioral health services to clients of another individual or agency, they shall
 23 comply with requirements set forth in paragraphs 20 through 22 below.

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1 20. Within 10 days of the effective date of this Order, if Respondent is working in a
2 position where Respondent provides any type of behavioral health related services or works in a
3 setting where any type of behavioral health, health care, or social services are provided,
4 Respondent shall provide the Board Chair or designee with a signed statement from
5 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
6 Consent Agreement. If Respondent does not provide the employer's statement to the Board
7 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
8 copy of the Consent Agreement.

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

19 22. If, during the period of Respondent's probation, Respondent changes
20 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
21 extended leave of absence for whatever reason that may impact their ability to timely comply
22 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
23 the Board of their change of employment status. After the change and within 10 days of
24 accepting employment in a position where Respondent provides any type of behavioral health
25 ...

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

9 23. Respondent shall practice behavioral health using the name under which they
10 are licensed. If Respondent changes their name, they shall advise the Board of the name
11 change as prescribed under the Board's regulations and rules.

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

23 25. Respondent shall bear all costs relating to probation terms required in this
24 Consent Agreement.

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1 26. Respondent shall be responsible for ensuring that all documentation required in
2 this Consent Agreement is provided to the Board in a timely manner.

3 27. This Consent Agreement shall be effective on the date of entry below.

4 28. This Consent Agreement is conclusive evidence of the matters described herein
5 and may be considered by the Board in determining appropriate sanctions in the event a
6 subsequent violation occurs.

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

8 Sharon K. Hollenbeck 12/10/2024
9 Sharon K. Hollenbeck Date

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

11 MZ 12-20-24
12 By: TOBI ZAVALA, Executive Director Date
13 Arizona Board of Behavioral Health Examiners

14 **ORIGINAL** of the foregoing filed 12-20-24
15 with:

16 Arizona Board of Behavioral Health Examiners
17 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

18 **EXECUTED COPY** of the foregoing sent electronically 12-20-24
19 to:

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

21 Sharon K. Hollenbeck
22 Address of Record
23 Respondent

24 David Klink
18205 N. 51st Ave, Suite 109
Glendale, AZ 85308
25 Attorney for Respondent