

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

2 **In the Matter of:**

3 **Sandra H. Ritter, LPC-17442,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2023-0191

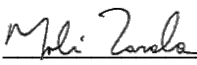
**RELEASE FROM
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Consent Agreement and Order dated February 5th, 2024. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated February 5th, 2024.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Consent Agreement
14 and Order dated February 5th, 2024.

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

17
18 **ORIGINAL** of the foregoing filed Apr 15, 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 Apr 15, 2024
24 to:

25 Sandra H. Ritter
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Sandra H. Ritter, LPC-17442,**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0191
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 H. Ritter (“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 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-17442 for the practice of
15 counseling in the State of Arizona.

16 2. During the course of Board staff's investigation into Complainant's complaint, it
17 was found that Respondent has completed various paperwork and forms for clients such as
18 FMLA and disability paperwork and ESA letters.

19 3. A 04/21/23 ESA letter completed for a client included the following

20 a. Respondent recommended the client have a dog or cat to help with stress
21 reduction and that emotional support animals significantly reduces anxiety for
22 owners.

23 4. A 04/04/23 Request for Extension of FMLA included the following:

24 ...

25 ...

- a. The client has been seen by Respondent twice in the past two weeks for anxiety and requested Respondent complete this letter in support of extending their FMLA.
- b. Respondent recommended the client have full absence from work for 4 weeks beyond the current date to allow the client time to implement tools for managing anxiety.
- c. Once the full absence time expires, the client can begin re-entry into work with decreasing amounts of FMLA.

5. A 05/20/21 Health Care provider document completed by Respondent included the following:

- a. The duration of the health condition will last one year.
- b. Respondent diagnosed the client with acute stress and grief.
- c. The client requires a continuous period of leave for two weeks due to the medical condition, for the purpose of arranging and attending the client's son's out-of-state memorial service.
- d. From 05/25/21 – 12/31/21, the client will require a reduced schedule and can work 4 days a week for 32 hours per week.
- e. The client's stress would be greatly reduced if they could work from home a few days a week instead of requiring that they are exposed to COVID in a medical setting.
- f. The client would be able to work full duty starting 01/01/22.

6. Respondent practiced beyond the scope of her license by inserting her opinion regarding a client's need for an emotional support animal and disabled clients when she completed FMLA and disability paperwork attesting the clients' ability to perform job functions.

...

1 7. Respondent represented the following regarding completing these types of forms
2 and letters:

3 a. Since 2018, Respondent had completed less than a dozen FMLA or disability
4 documents and approximately four ESA letters.

5 b. Respondent does not have any formal training regarding in writing ESA
6 letters or completing FMLA and disability paperwork.

7 c. Respondent believe this was within her scope of license because she only
8 completed them if she believed her client had a disability for a mental health
9 reason.

10 8. From 03/23 – 04/23, Respondent provided behavioral health services to
11 Complainant.

12 9. At the onset of services, Respondent had Complainant complete informed
13 consents which failed to include the following minimum telehealth requirements:

14 a. Inherent confidentiality risks of electronic communication.

15 b. Potential for technology failure.

16 c. Emergency procedures for when the licensee is unavailable

17 d. Manner of identifying the client when using electronic communication that
18 does not involve video.

19 10. Respondent failed to devise any sort of treatment plan for Complainant during
20 the course of treatment.

21 11. Respondent's progress note templates failed to include a section to indicate the
22 time spent providing the behavioral health service, and at least one progress note failed to
23 include the time spent providing the service.

24 12. Respondent would hand-write the time spent providing the service on other notes
25 though and include CPT codes within the progress notes.

1 13. Respondent's progress notes failed to include the following minimum telehealth
2 requirements:

3 a. The mode of session, whether interactive audio, video, or electronic
4 communication.

5 b. Verification of the client's physical location during the session and local
6 emergency contacts.

7 14. During Board staff's investigative interview, Respondent represented the
8 following regarding treatment plans and documentation:

9 a. She had gotten away from doing treatment plans when she began Private
10 Practice in 2018.

11 b. Respondent moved away from formal treatment plans for ease of
12 documentation and efficiency of sessions.

13 c. Respondent used the care plan section at the bottom of the progress notes
14 as the goals for therapy.

15 d. Respondent believes she reviewed Board rules on documentation standards
16 in 2018.

17 15. Respondent fails to develop treatment plans for any of her clients due to ease of
18 documentation when treatment plans are required by Board rules, but Respondent represented
19 she documented her plan of treatment within the progress notes.

20 16. In 2020 and 2022, Respondent completed license renewal applications which
21 required to complete the Board's Tutorial regarding statutes and regulations, which specifically
22 provided education and training on clinical documentation standards.

23 17. Respondent has been in private practice for roughly 5 years without
24 implementing minimum Board requirements.

25 ...

1 18. Since being notified of the documentation deficiencies, Respondent provided
2 board staff updated consent forms, treatment plan templates, and progress note templates that
3 meet all minimum requirements.

4 19. In Complainant's final session with Respondent on 04/06/23, there was no
5 indication that Respondent planned to refer Complainant elsewhere or that Complainant no
6 longer needed services.

7 20. On 04/19/23, Complainant texted Respondent the following:

8 a. She thought about their previous session and decided she would not be
9 rescheduling with Respondent.

10 b. Complainant was specific about what she wanted and Respondent is not
11 willing to provide that.

12 c. Complainant should not have to explain and defend her situation every week.

13 21. On 04/19/23, Respondent responded to Complainant via text stating Respondent
14 had similar feelings and thinks it was best if they do not schedule any additional sessions.

15 22. Despite Complainant initiating the termination of services, Respondent failed to
16 ensure any sort of continuity of care was in place for Complainant.

17 23. Respondent acknowledged that she believed Complainant needed continued
18 therapy services at the time of the termination of services and anticipated discussing referring
19 Complainant to another provider.

20 24. Respondent took zero steps to ensure any sort of continuity of care for
21 Complainant and acknowledged that she had planned to refer Complainant elsewhere at their
22 next session.

23 ...

24 ...

25 ...

1 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

18 **ORDER**

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

21 1. Respondent's license, LPC-17442, will be placed on probation for 12 months,
22 effective from the date of entry as signed below.

23 2. Respondent shall not practice under their license, LPC-17442, unless they are
24 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,

25 ...

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 3 clock
12 hours of continuing education addressing current Arizona documentation standards. All required
13 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,
14 Respondent shall submit a certificate of completion of the required continuing education.

15 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within
16 12 months of the effective date of this Consent Agreement, Respondent shall complete 3 clock
17 hours of continuing education addressing continuity of care. All required continuing education
18 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
19 submit a certificate of completion of the required continuing education.

20 6. 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 scope of practice. All required continuing education
23 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
24 submit a certificate of completion of the required continuing education.

25 ...

1 **Early Release**

2 7. After completion of the continuing education requirements set forth in this
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all
4 other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 8. Respondent shall not provide clinical supervision to associate level licensees
8 accruing and submitting hours towards independent licensure while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 9. Subject to the provisions set forth in paragraph 10, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

20 11. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

25 ...

1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

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

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

20 15. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of their new employer and a signed statement from

25 ...

1 Respondent's new employer confirming Respondent provided the employer with a copy of this
2 Consent Agreement. If Respondent does not provide the employer's statement to the Board
3 within 10 days, as required, Respondent's failure to provide the required statement to the Board
4 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
5 employer(s) with a copy of the Consent Agreement.

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

20 17. Respondent shall practice behavioral health using the name under which they
21 are licensed. If Respondent changes their name, they shall advise the Board of the name
22 change as prescribed under the Board's regulations and rules.

23 18. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30

25 ...

1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.

10 19. Respondent shall bear all costs relating to probation terms required in this
11 Consent Agreement.

12 20. Respondent shall be responsible for ensuring that all documentation required in
13 this Consent Agreement is provided to the Board in a timely manner.

14 21. This Consent Agreement shall be effective on the date of entry below.

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

18
19 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

20 *Sandra H Ritter*
Sandra H Ritter (Feb 5, 2024 18:24 MST)
21 Sandra H. Ritter

Feb 5, 2024

Date

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

23 By: *Mpli Zavala*
24 TOBI ZAVALA, Executive Director
25 Arizona Board of Behavioral Health Examiners

Feb 5, 2024

Date

Feb 5, 2024

1 **ORIGINAL** of the foregoing filed _____
with:

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

Feb 5, 2024

4 **EXECUTED COPY** of the foregoing sent electronically _____
5 to:

6 Mona Baskin
7 Assistant Attorney General
7 2005 North Central Avenue
8 Phoenix, AZ 85004

8
9 Sandra H. Ritter
9 Address of Record
10 Respondent

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25