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

**In the Matter of:**

**Hayley R. Hansen, LPC-16371,  
Licensed Professional Counselor,  
In the State of Arizona.**

**RESPONDENT**

**CASE NO. 2019-0139  
CONSENT AGREEMENT**

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

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

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

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

**FINDINGS OF FACT**

1  
2 1. Respondent is the holder of License No. LPC-16371 for the practice of  
3 counseling in Arizona.

4 2. In 08/18, Respondent began providing behavioral health services to a 17-year-  
5 old client ("Client").

6 3. During the time of Client's services, Client's father ("Father") and mother  
7 ("Mother") had full and equal legal decision making authority over Client.

8 4. Mother accompanied Client to her first session with Respondent and signed the  
9 Informed Consent for Treatment as Client's legal guardian.

10 5. On 02/01/19, Client committed suicide after returning home from school.

11 6. On 04/12/19, Complainant sent an email to Respondent requesting all of Client's  
12 clinical records.

13 7. In response, Respondent emailed Father and Mother the following:

14 a. In Respondent's Privacy Practices section of the Informed Consent it states  
15 Respondent may provide PHI to a family member, friend, or other person that  
16 is involved in your care, unless you object in whole or in part.

17 b. Client specifically requested that none of her family members have access to  
18 her notes, including Father, Mother, or any other family member.

19 c. Respondent would be happy to send Father a summary of her and Client's  
20 work together.

21 8. In response to Respondent's email, Father thanked Respondent for her  
22 willingness to share a summary, but indicated state law allows the parent to review their  
23 children's records.

24 9. On 05/09/19, Respondent sent an email to Father and Mother as follows:  
25

1 a. Respondent spoke with Client and Mother in person about Client's notes  
2 being kept confidential from Mother and Father and anyone else, which  
3 Mother agreed to verbally, and wonders if Mother consents and wants the  
4 records as well.

5 b. Respondent is getting conflicting information and hasn't heard from Mother  
6 about this and needs to get proper authorization on her end.

7 10. On 05/10/19, both Father and Mother sent separate emails to Respondent  
8 authorizing the release of the records.

9 11. Despite the above email correspondence, Respondent did not release Client's  
10 clinical records.

11 12. State law provides that, upon the proper written authorization from a health care  
12 decision maker, such as Father, the health care provider may release the patient's records.

13 A.R.S. § 12-2294(B).

14 13. Indeed, there are certain and limited exemptions that would permit a health care  
15 provider to deny a request for records; however, those exemptions are explicitly listed under

16 A.R.S. § 12-2293(B).

17 14. If an exemption to release records is asserted, the health care provider must note  
18 this determination in the patient's records and provide the patient's health care decision maker a  
19 written explanation of the reason for the denial of access. A.R.S. § 12-2293(D).

20 15. In review of the clinical record, Respondent did not document any basis to deny  
21 access to records pursuant to the provisions of A.R.S. § 12-2293(B).

22 16. Pursuant to A.R.S. § 12-2294(D), in the event of a deceased patient, Respondent  
23 may deny access to records if the patient or a person in higher order of priority, such as Mother  
24 or Father, notified Respondent in writing that the deceased patient opposed the release of  
25 records.

1 17. Both Mother and Father, through their 05/10/19 emails, explicitly authorized the  
2 release of records.

3 18. On 09/20/18, Respondent documented the following in a progress note:  
4 a. Respondent spoke with Mother by phone who reports that she is going to try  
5 and divorce Father and needs a letter stating that Client's anxiety is  
6 environmental and that Father needs to stay away.

7 19. That same day, 09/20/18, Respondent inappropriately authored a To Whom It  
8 May Concern letter that indicated the following:

- 9 a. Client has been diagnosed with Panic Disorder (episodic paroxysmal anxiety).  
10 b. This anxiety is environmentally caused and it is detrimental for Client's safety and  
11 emotional well-being for her to be around Father at this time.  
12 c. Respondent advises Client not to have contact with Father in any way at this  
13 time.

14 20. At the onset of services, Respondent did not obtain a valid Treatment Plan,  
15 which met the Board's documentation standards.

16 21. Approximately 5 months after services had begun, Respondent obtained a valid,  
17 written and signed Treatment Plan.

18 **CONCLUSIONS OF LAW**

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

22 2. The conduct and circumstances described in the Findings of Fact constitute a  
23 violation of A.R.S. § 32-3251(16)(kk), failing to make client records in the licensee's possession  
24 promptly available to the client, a minor client's parent, the client's legal guardian or the client's  
25 authorized representative on receipt of proper authorization to do so from the client, a minor

1 client's parent, the client's legal guardian or the client's authorized representative

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

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

8 A.A.C. R4-6-1102, Treatment Plan

9 A.A.C. R4-6-1103, Client Record

10 **ORDER**

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

13 1. Respondent's license, LPC-16371, will be placed on probation for 24 months,  
14 effective from the date of entry as signed below.

15 2. Respondent shall not practice under their license, LPC-16371, unless they are  
16 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
17 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
18 shall immediately notify the Board in writing and shall not practice under their license until they  
19 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
20 All such requests shall be pre-approved by the Board Chair or designee.

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

25 **Continuing Education**



1 supervision plan regarding the proposed supervision of Respondent. The letter from the  
2 supervisor shall be submitted to the Board.

3 **Focus and Frequency of Clinical Supervision**

4 8. The focus of the supervision shall relate to family dynamics, risk assessment,  
5 high conflict families, documentation, and Board rules and statutes. Respondent shall meet  
6 individually in person with the supervisor for a minimum of one hour, twice monthly.

7 **Reports**

8 9. 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 10. 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 11. 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 12. 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 13. After completion of the stipulations set forth in this consent agreement, and upon  
7 the clinical supervisor's recommendation, Respondent may request early release from the  
8 Consent Agreement after 12 months.

9 **GENERAL PROVISIONS**

10 **Provision of Clinical Supervision**

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

13 **Civil Penalty**

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

16 16. 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 17. 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 18. 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 19. If Respondent currently sees clients in their own private practice, and obtains any  
11 other type of behavioral health position, either as an employee or independent contractor, where  
12 they provide behavioral health services to clients of another individual or agency, they shall  
13 comply with requirements set forth in paragraphs 20 through 22 below.

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

22 21. If Respondent is not employed as of the effective date of this Order, within 10  
23 days of accepting employment in a position where Respondent provides any type of behavioral  
24 health related services or in a setting where any type of behavioral health, health care, or social  
25 services are provided, Respondent shall provide the Board Chair or designee with a written

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

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

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

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

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.

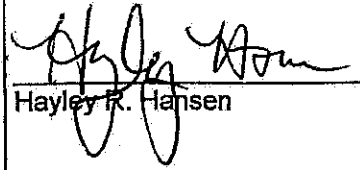
10 25. Respondent shall bear all costs relating to probation terms required in this  
11 Consent Agreement.

12 26. 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 27. This Consent Agreement shall be effective on the date of entry below.


15 28. 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 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

19   
20 \_\_\_\_\_  
Hayley R. Hansen

12/15/19  
\_\_\_\_\_  
Date

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

22 By:   
23 \_\_\_\_\_  
24 TOBÍ ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

12/17/19  
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**ORIGINAL** of the foregoing filed 12/17/19  
with:

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

**EXECUTED COPY** of the foregoing sent electronically 12/17/19  
to:

Marc Harris  
Assistant Attorney General  
2005 North Central Avenue  
Phoenix, AZ 85004

Hayley R. Hansen  
Address of Record  
Respondent

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