

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

2 **In the Matter of:**

3 **Sandra D. Graham, LPC-13806,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2023-0081


**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 April 14th, 2024. After consideration, the
9 Board voted to release Respondent from the terms and conditions of the Consent Agreement
10 and Order dated April 14th, 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 April 14th, 2024.

15 By:  Jan 13, 2025
16 **TOBI ZAVALA, Executive Director** **Date**
17 **Arizona Board of Behavioral Health Examiners**

18 **ORIGINAL** of the foregoing filed Jan 13, 2025
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 Jan 13, 2025
24 to:

25 Sandra D. Graham
Address of Record
Respondent

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

3 **In the Matter of:**

4 **Sandra D. Graham, LPC-13806**
5 **Licensed Professional Counselor,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0081
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 D. Graham (“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

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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-13806 for the practice of
15 counseling in the State of Arizona.

16 2. From 06/15 – 07/21, Respondent provided behavioral health services to
17 Complainant.

18 3. Complainant's goals for therapy per her treatment plan indicated she would
19 become more self-aware, assume more responsibility in taking care of herself, and increase her
20 awareness of the way in which her emotional and psychological problems are created.

21 4. During an 08/24/16 session, Respondent and Complainant discussed their
22 relationship and Complainant's anxiety with female therapists.

23 5. During a 02/28/17 sessions, Complainant discussed her fear that if she shows
24 too much of herself and says too much, then Licensee will not love her.

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1 6. During a 04/05/17 session, Respondent and Complainant spoke about
2 Complainant's anxious attachment to Respondent and they normalized it by putting it into the
3 context of her emotionally deprived childhood.

4 7. Respondent documented in a 07/027/17 session that Complainant's attachment
5 issues are a repeat pattern she has had with other therapists.

6 8. A 10/30/18 session included a discussion around Complainant's anxious
7 attachment to Respondent and Respondent indicated it appears Complainant was afraid that
8 Respondent would reject her like Complainant's mother did.

9 9. During a 02/02/19 session, Complainant reported struggling since the last
10 sessions since she felt Respondent did not care about her when Respondent thanked her for a
11 small gift that Complainant gave Respondent for Christmas.

12 10. A 06/29/19 session indicated Complainant gave Respondent a wrapped gift to
13 save for Respondent's birthday.

14 11. During a 07/31/19 session, Complainant asked for a hug and told Respondent
15 she loved her, and Respondent said she loved Complainant back because Complainant hearing
16 Respondent say this speaks to the wounded child in Complainant and models how she can
17 begin to parent herself.

18 12. An 11/06/19 session indicated Complainant wanted to be more to Respondent
19 than a client and hopefully friends but Respondent explained that laws and ethics say about
20 friendships with clients as well as risks and benefits of a friendship with former clients.

21 13. During a 01/29/20 session, Complainant offered Respondent a gift but was afraid
22 to give it to Respondent because she did not want Licensee to think she was trying to earn
23 Respondent's love.

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1 14. A 02/12/20 session indicated Respondent explained boundary concerns
2 regarding the upcoming meeting with the author and the possible compromise of Complainant's
3 confidentiality, and concern that Complainant may see their relationship as more personal.

4 15. During a 07/23/20, Complainant told Respondent she had been having sexual
5 fantasies about her for some time and had seen another therapist in regards to her anxious
6 attachment to Respondent.

7 16. Despite this common theme of Respondent and Complainant discussing
8 Complainant's anxious attachment to Respondent and constant gift giving, Respondent
9 continued to provide therapy services to Complainant.

10 17. Respondent documents the gift giving and receiving within the clinical records
11 but there is no clear documentation of the rationale or decision-making model Respondent
12 developed when considering giving or receiving gifts.

13 18. Respondent acknowledged giving books to other clients as well and believes any
14 gift over \$25 from a client would be inappropriate to accept.

15 19. Respondent extended the therapeutic boundaries by informing an author about a
16 client of hers that read this author's book and the author stated they wanted to include this
17 client's story in her new book possibly.

18 20. Respondent treated complainant for roughly 6 years and there was constant
19 documentation of Complainant pushing boundaries and even expressing sexual fantasies about
20 Licensee, yet Respondent felt it was therapeutically appropriate to continue treating
21 Complainant rather than refer out.

22 21. From 06/15 – 11/21, Respondent's cell phone records indicate over 2,200 text
23 messages exchanged and roughly 230 phone calls between Respondent and Complainant.

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1 22. It appears that Complainant's attempts to be friends and blur professional
2 boundaries negatively impacted the therapeutic relationship as evidenced by the number of gifts
3 exchanged between Respondent and Complainant.

4 23. During the course of Complainant's treatment, Respondent's husband passed
5 away.

6 24. Respondent's husband was also a therapist who she shared an office space
7 with.

8 25. Respondent decided to hold a memorial service for her husband at their practice.

9 26. Respondent sent an invitation to her clients and her husband's client to attend
10 and reports she made it clear that this service would not be therapy.

11 27. Respondent also had another therapist present to offer support to clients if they
12 needed it.

13 28. Respondent acknowledged identifying everyone at the memorial service as client
14 of either hers or her husband's.

15 29. Respondent represents that she and her husband did a number of workshops in
16 the past where many of the clients knew both Licensee and her husband, Respondent invited
17 numerous clients to a setting that could have created a breach of confidentiality during the
18 memorial service.

19 30. Nowhere within Complainant's clinical records does it discuss Respondent
20 inviting her to the memorial service, the therapeutic rationale for inviting Complainant, or how
21 inviting Complainant would not be a conflict of interest.

22 31. Complainant's clinical record does not include any signed authorization giving
23 Respondent permission to notify other clients that Complainant was a client of Licensee's.

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1 **A.10.f. Receiving Gifts**

2 Counselors understand the challenges of accepting gifts from clients and
3 recognize that in some cultures, small gifts are a token of respect and gratitude.
4 When determining whether to accept a gift from clients, counselors take into
5 account the therapeutic relationship, the monetary value of the gift, the client's
6 motivation for giving the gift, and the counselor's motivation for wanting to accept
7 or decline the gift.

8 **A.6.b. Extending Counseling Boundaries**

9 Counselors consider the risks and benefits of extending current counseling
10 relationships beyond conventional parameters. Examples include attending a
11 client's formal ceremony (e.g., a wedding/commitment ceremony or graduation),
12 purchasing a service or product provided by a client (excepting unrestricted
13 bartering), and visiting a client's ill family member in the hospital. In extending
14 these boundaries, counselors take appropriate professional precautions such as
15 informed consent, consultation, supervision, and documentation to ensure that
16 judgment is not impaired and no harm occurs.

17 3. The conduct and circumstances described in the Findings of Fact constitute a
18 violation of A.R.S. § 32-3251(16)(t), disclosing a professional confidence or privileged
19 communication except as may otherwise be required by law or permitted by a legally valid
20 written release.

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

- 24 a. A.A.C. R4-6-1102. Treatment Plan
- 25 b. A.A.C. R4-6-1103. Client Record

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

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

13 12. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 13 through 15 below.

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

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

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

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

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

15 18. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

17 19. 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 20. This Consent Agreement shall be effective on the date of entry below.

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

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

3  Apr 5, 2024
4 Sandra D. Graham Date
5

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

7 By:  Apr 14, 2024
8 TOBI ZAVALA, Executive Director Date
9 Arizona Board of Behavioral Health Examiners

10 **ORIGINAL** of the foregoing filed Apr 14, 2024
with:

11 Arizona Board of Behavioral Health Examiners
12 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

13 **EXECUTED COPY** of the foregoing sent electronically Apr 14, 2024
to:

14 Mona Baskin
15 Assistant Attorney General
16 2005 North Central Avenue
Phoenix, AZ 85004

17 Sandra D. Graham
18 Address of Record
Respondent

19 David Klink
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21 Glendale, AZ 85308
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23
24
25