

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

3 **In the Matter of:**

4 **Joanne M. Sanderl, LPC-1511,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2023-0193**  
**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), Joanne M. Sanderl ("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-1511 for the practice of counseling  
15 in Arizona.

16 2. From 04/22 – 09/23, Respondent provided behavioral health services to Client at  
17 Agency.

18 3. Client's initial goals for therapy per his 05/10/22 treatment plan were regarding  
19 having better boundaries in relationships and learning breathing exercises and journaling to  
20 reduce stress and frustrations.

21 4. Nowhere within Client's treatment plan are there goals around assistance with  
22 court matters.

23 5. From 05/22 – 10/22, a number of Client's sessions involved conversations  
24 around Complainant.

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1           6.     On 11/28/22, Respondent wrote a letter addressed to sir or madam which  
2 included the following in part:

- 3           a.     Respondent is an Arizona counselor and treated Client for at least 16 phone  
4           sessions.
- 5           b.     Therapy was initially supposed to be couples counseling, but Complainant did  
6           not want to attend the first and participated in the second session.
- 7           c.     Complainant told Client that Respondent was on Client's side and would not  
8           be attending any further sessions.
- 9           d.     Client continued to speak of wanting his family to stay together and that he  
10          was consistently working towards this goal by trying to talk to Complainant  
11          and find solutions.
- 12          e.     In Respondent's personal opinion, Client is a mentally well-balanced person  
13          who loves his children and tried very hard to protect them from a divorce.
- 14          f.     Client seems to have provided Complainant with multiple opportunities to  
15          address their issues but this appear to consistently be met with conditions,  
16          demands, and a lack of accountability by Complainant.
- 17          g.     Though Respondent has never been Complainant's counselor, except for one  
18          counseling session, nonetheless Respondent believes that with all of the  
19          information that has been shared with her over the past 7 months, her  
20          professional opinion of Complainant is valid.
- 21          h.     Complainant appears to be having some mental health issues that have  
22          caused her to fixate on Client's parents and to feel persecuted by them.
- 23          i.     Client reports that Complainant has refused to see a doctor about this in spite  
24          of the fact that she has a history of such issues following the birth of her  
25          second child.

1 j. Since Client will not kick out his senior parents to the streets, Complainant  
2 has become fixated and a bit delusional about how she is and has been  
3 treated by Client.

4 7 Respondent extended her boundaries of competence by writing this letter and  
5 providing an opinion regarding Complainant's well-being and refusal to engage in her own  
6 services.

7 8. Respondent took Client's representations and stated them as facts as well as  
8 provided an opinion based on her very minimal interaction with Complainant.

9 9. Complainant was never diagnosed or assessed by Respondent in a therapeutic  
10 manner, making it unclear how Respondent would be able to provide a factual statement  
11 regarding Complainant's well-being.

12 10. Respondent represented she knew this letter was going to be used in court and  
13 acknowledged it was not appropriate to write the letter.

14 11. Respondent acknowledged writing roughly three letters related to court matters  
15 and two ESA letters for clients in the past.

16 12. There was no informed consent ever provided to Board staff by Agency or  
17 Respondent directly.

18 13. Client's 05/10/22 treatment plan failed to include the following minimum Board  
19 requirements:

- 20 a. The dated signature of the client.
- 21 b. The date the licensee signed the treatment plan.

22 14. Client's 12/06/22 treatment plan failed to include the following minimum Board  
23 requirements:

- 24 a. The date the treatment plan will be reviewed.
- 25 b. The dated signature of the client.

1 c. The date the licensee signed the treatment plan.

2 15. All of Client's progress notes failed to include the following minimum Board  
3 requirements:

4 a. The time spent providing the behavioral health service.

5 b. The type of counseling services provided.

6 c. The date the licensee signed the progress note.

7 d. Verification of the client's physical location during the session and local  
8 emergency contacts.

9 16. Neither Agency nor Respondent provided billing records and Respondent  
10 represented she was not sure how to even access billing records since Agency handled the  
11 billing.

12 17. Respondent represented the following regarding her documentation deficiencies:

13 a. Agency told Respondent that she needed to follow the guidelines of her state.

14 b. Respondent was unsure of Agency client signed informed consent, and she  
15 does not have her own consent to have clients sign.

16 c. Respondent was unsure if she had the ability to view documents that Agency  
17 has clients sign.

18 d. Respondent is not certain what goes in an informed consent document.

19 e. Respondent only maintains treatment plans and progress notes for Agency  
20 clients and all other clinical records for her would look like Client's.

21 18. Respondent has been licensed by the Board since 2004 and fails to implement  
22 required minimum practice standards to her documentation.

23 19. Respondent represents she is unsure how to check and see if clients signed  
24 informed consents and simply trusted Agency with getting consents signed.

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1 **ORDER**

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

4 1. Respondent's license, LPC-1511, will be placed on probation for 12 months,  
5 effective from the date of entry as signed below.

6 2. Respondent shall not practice under their license, LPC-1511, unless they are  
7 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
8 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
9 shall immediately notify the Board in writing and shall not practice under their license until they  
10 submit a written request to the Board to re-commence compliance with this Consent  
11 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

16 **Continuing Education**

17 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
18 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
19 hours of continuing education addressing working with couples and families. All required  
20 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
21 Respondent shall submit a certificate of completion of the required continuing education.

22 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
23 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
24 hours of continuing education addressing Arizona documentation. All required continuing

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1 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent  
2 shall submit a certificate of completion of the required continuing education.

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

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

13 8. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
14 the first 12 months of the effective date of this Consent Agreement, Respondent shall complete  
15 5 clock hours in attendance of a Board meeting, or the equivalent time of the full Board meeting  
16 if less than 5 hours. All required continuing education shall be pre-approved by the Board Chair  
17 or designee. Upon completion, Respondent shall submit a certificate of completion of the  
18 required continuing education. Upon completion, Respondent shall submit a certificate of  
19 attendance at the Board meetings.

20 **Early Release**

21 9. After completion of the continuing education requirements set forth in this  
22 Consent Agreement, Respondent may request early release from the Consent Agreement if all  
23 other terms of the Consent Agreement have been met.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

3 10. Respondent shall not provide clinical supervision to associate level licensees  
4 accruing and submitting hours towards independent licensure while subject to this Consent  
5 Agreement.

6 **Civil Penalty**

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

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

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

23 14. The Board reserves the right to take further disciplinary action against  
24 Respondent for noncompliance with this Consent Agreement after affording Respondent notice

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1 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply  
2 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final  
3 and the period of probation shall be extended until the matter is final.

4 15. If Respondent currently sees clients in their own private practice, and obtains any  
5 other type of behavioral health position, either as an employee or independent contractor, where  
6 they provide behavioral health services to clients of another individual or agency, they shall  
7 comply with requirements set forth in paragraphs 16 through 18 below.

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

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

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

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

18           20. Prior to the release of Respondent from probation, Respondent must submit a  
19 written request to the Board for release from the terms of this Consent Agreement at least 30  
20 days prior to the date they would like to have this matter appear before the Board. Respondent  
21 may appear before the Board, either in person or telephonically. Respondent must provide  
22 evidence that they have successfully satisfied all terms and conditions in this Consent  
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of  
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated

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1 that they have addressed the issues contained in this Consent Agreement. In the event that the  
2 Board determines that any or all terms and conditions of this Consent Agreement have not been  
3 met, the Board may conduct such further proceedings as it determines are appropriate to  
4 address those matters.


5 21. Respondent shall bear all costs relating to probation terms required in this  
6 Consent Agreement.

7 22. Respondent shall be responsible for ensuring that all documentation required in  
8 this Consent Agreement is provided to the Board in a timely manner.


9 23. This Consent Agreement shall be effective on the date of entry below.

10 24. This Consent Agreement is conclusive evidence of the matters described herein  
11 and may be considered by the Board in determining appropriate sanctions in the event a  
12 subsequent violation occurs.

13  
14 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

15   
Joanne M Sanderl (Apr 3, 2024 10:19 PDT)  
\_\_\_\_\_  
16 Joanne M. Sanderl Date Apr 3, 2024

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

18 By:   
\_\_\_\_\_  
19 TOBI ZAVALA, Executive Director Date Apr 3, 2024  
20 Arizona Board of Behavioral Health Examiners

21 **ORIGINAL** of the foregoing filed Apr 3, 2024  
22 with:

23 Arizona Board of Behavioral Health Examiners  
24 1740 West Adams Street, Suite 3600  
Phoenix, AZ 85007

25 **EXECUTED COPY** of the foregoing sent electronically Apr 3, 2024  
to:

1 Mona Baskin  
2 Assistant Attorney General  
3 2005 North Central Avenue  
4 Phoenix, AZ 85004

5 Joanne M. Sanderl  
6 Address of Record  
7 Respondent

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