

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

2 **In the Matter of:**

3 **Shannon M. Fore, LPC-16320,**
4 **Licensed Professional Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0048


**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 January 29th, 2021. After consideration,
9 the Board voted to release Respondent from the terms and conditions of the Consent
10 Agreement and Order dated January 29th, 2021.

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 January 29th, 2021.

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

Mar 16, 2021
Date

17
18 **ORIGINAL** of the foregoing filed **Mar 16, 2021**
with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
21 Phoenix, AZ 85007

22 **EXECUTED COPY** of the foregoing sent electronically **Mar 16, 2021**
to:

23 Shannon M. Fore
24 Address of Record
Respondent

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

3 **In the Matter of:**

4 **Shannon M. Fore, LPC-16320,**
5 **Licensed Professional Counselor,**
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7 **RESPONDENT**

CASE NO. 2021-0048
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), Shannon M. Fore (“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-16320 for the practice of
15 Counseling in the state of Arizona.

16 2. Between 03/19 – 05/19, Respondent provided co-parenting sessions to the father
17 (“Father”) and mother (“Mother”) of an 8-year-old female client (“Client”).

18 3. A consent for treatment was signed by Father, but not by Mother for the co-
19 parenting sessions.

20 4. Respondent represented the following regarding the co-parenting consent for
21 treatment:

22 a. The consent for treatment signed by Father was for individual services.

23 b. Respondent acknowledges it would be a better practice to utilize forms
24 specifically related to family and co-parenting.

25 ...

- 1 c. The form Respondent previously used was provided to her by the
2 behavioral health agency (“Agency”) she was employed with at the time.
- 3 d. Respondent has now implemented and uses intake and consent forms
4 specifically related to family and co-parenting therapy in those situations.
- 5 5. After the fourth co-parenting session, Respondent represents her role shifted from
6 co-parenting to working with Client individually, with a family component:
- 7 6. Between 05/19 – 11/19, Respondent provided behavioral health services to Client.
- 8 7. A consent for treatment was signed by Mother, but not by Father.
- 9 8. Respondent made the following representations regarding Client’s consent for
10 treatment:
- 11 a. The consent forms did not make it clear whether the therapy was
12 individual, co-parenting, or family.
- 13 b. However, Respondent made it clear during the intake with a verbal
14 discussion.
- 15 c. Respondent did not prepare a form for Father and Mother to sign when
16 the co-parenting therapy ended, the roles shifted, and individual therapy
17 with Client began.
- 18 d. However, Respondent documented in her notes that this is what Father
19 and Mother agreed to.
- 20 9. Despite Father not signing Client’s consent for treatment and attending several
21 sessions, Respondent did not prepare a collateral agreement for Father.
- 22 10. Despite Father’s current wife (“Wife”) attending several sessions, Respondent did
23 not prepare a collateral agreement for Wife.
- 24 11. Furthermore, Client’s treatment plan is signed by Respondent, but not signed by
25 Father and Mother.

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-16320, 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-16320, 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 Agreement.
11 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 3 clock
19 hours of continuing education addressing Ethics and Family Law. All required continuing
20 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
21 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 the NASW Staying Out of Trouble continuing education course or an equivalent course.
25 All required continuing education shall be pre-approved by the Board Chair or designee. Upon

1 11. 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 12. 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 13. 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 14 through 16 below.

17 14. 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.

25 ...

1 15. 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 16. 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.

25 ...

1 17. 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 18. 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 19. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

17 20. 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 21. This Consent Agreement shall be effective on the date of entry below.

20 22. 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.

23 ...

24 ...

25 ...

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

2 Shannon M. Fore

Shannon M. Fore (Jan 28, 2021 19:08 MST)

3 Shannon M. Fore

Jan 28, 2021

Date

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

5 By:

6 Mpli Zavala

7 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Jan 29, 2021

Date

8 **ORIGINAL** of the foregoing filed
9 with:

Jan 29, 2021

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

12 **EXECUTED COPY** of the foregoing sent electronically
13 to:

Jan 29, 2021

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

17 Shannon M. Fore
18 Address of Record
Respondent

19 John P. Ager
1221 East Osborn Road, Suite 100
20 Phoenix, AZ 85014
Attorney for Respondent