BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: **Shelley M. Tait, LMFT-0386** **Licensed Marriage and Family Therapist,** **In the State of Arizona.** **RESPONDENT**	**CASE NO. 2015-0104** **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), Shelley M. Tait ("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 waive her right to such formal hearing concerning these allegations and irrevocably waives her 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.

4. Respondent acknowledges and agrees that upon signing this Consent Agreement and returning it to the Board's Executive Director, Respondent may not revoke her acceptance of this Consent Agreement or make any modifications to it. Any modification of this original document is ineffective and void unless mutually approved by the parties in writing.

5. The findings contained in the Findings of Fact portion of this Consent Agreement are conclusive evidence of the facts stated herein and may be used for purposes of determining sanctions in any future disciplinary matter.

6. This Consent Agreement is subject to the Board's approval, and will be effective only when the Board accepts it. In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or of any records relating thereto.

7. Respondent understands that once the Board approves and signs this Consent Agreement, it is a public record that may be publicly disseminated as a formal action of the Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

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

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

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FINDINGS OF FACT

1. Respondent is the holder of License No. LMFT-0386 for the practice of marriage and family therapy in Arizona.

2. Respondent provided clinical supervision to an applicant for independent licensure ("Applicant") from 09/2009 to 08/2012.

3. As part of Applicant's 04/14 LMFT licensure application:

   a. Respondent provided Applicant with a signed, notarized form attesting to Applicant's clinical supervision hours.

   b. Applicant submitted documentation of the clinical supervision that was determined to have been backdated ("Backdated Supervision Forms").

4. In 09/14, Board staff requested the original documentation of the clinical supervision and found:

   a. Session dates and duration were inconsistent with the Backdated Supervision Forms.

   b. There were several dates and signatures missing.

   c. The Backdated Supervision Forms contained more clinical supervision hours than the original documentation.

   d. The name and telephone number of the clinical supervisor did not appear on each session note.

   e. There was no indication of whether the clinical supervision was group or individual as required.

5. Respondent acknowledged:

   a. Transferring original documentation to Backdated Supervision Forms.

   b. Backdating her signature on the Backdated Supervision Forms which indicated that the records were created and signed years earlier.

c. Adding additional content that was not previously included in the original documentation including the increase in the duration of sessions, which Respondent represents was factually accurate.

CONCLUSIONS OF LAW

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

2. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(12)(l), any conduct, practice or condition that impairs the ability of the licensee to safely and competently practice the licensee's profession.

ORDER

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

1. Respondent's license, LMFT-0386 will be placed on probation, effective from the date of entry as signed below.

2. Respondent shall not practice under her license, LMFT-0386, unless she is fully compliant with all terms and conditions in this Consent Agreement. If, for any reason, Respondent is unable to comply with the terms and conditions of this Consent Agreement, she shall immediately notify the Board in writing and shall not practice under her license until she submits a written request to the Board to re-commence compliance with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

Continuing Education

4. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three semester credit hour graduate level behavioral health ethics course from an accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.

5. In addition to the continuing education requirements of A.R.S. § 32-3273, within 12 months of the effective date of this Consent Agreement, Respondent shall take and pass a three semester credit hour graduate level behavioral health documentation course from an accredited college or university, pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit to the Board an official transcript establishing completion of the required course.

Early Release

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

GENERAL PROVISIONS

Provision of Clinical Supervision

7. Respondent shall not provide clinical supervision while subject to this Consent Agreement.

Civil Penalty

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

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

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

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

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

13. Within 10 days of the effective date of this Order, if Respondent is working in a position where Respondent provides any type of behavioral health related services or works in a setting where any type of behavioral health, health care, or social services are provided,

Respondent shall provide the Board Chair or designee with a signed statement from Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this Consent Agreement. If Respondent does not provide the employer's statement to the Board within 10 days of the effective date, the Board will provide Respondent's employer(s) with a copy of the Consent Agreement.

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

15. If, during the period of Respondent's probation, Respondent changes employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on extended leave of absence for whatever reason that may impact her ability to timely comply with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform the Board of her change of employment status. After the change and within 10 days of accepting employment in a position where Respondent provides any type of behavioral health related services or in a setting where any type of behavioral health, health care, or social services are provided, Respondent shall provide the Board Chair or designee a written statement providing the contact information of her new employer(s) and a signed statement from Respondent's new employer(s) confirming Respondent provided the employer(s) with a copy of this Consent

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

16. Respondent shall practice behavioral health using the name under which she is licensed. If Respondent changes her name, she shall advise the Board of the name change as prescribed under the Board's regulations and rules.

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

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

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

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

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

PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Shelley M. Tait — Date: 9/18/15

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 25th day of September, 2015.

By: _____
TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
This 25th day of September, 2015 with:

Arizona Board of Behavioral Health Examiners
3443 N. Central Ave., Suite 1700
Phoenix, AZ 85012

COPY of the foregoing mailed via Interagency Mail
This 25th day of September, 2015, to:

Marc Harris
Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

COPY of the foregoing mailed via
Certified mail no. 70147870000189571602,
This 25th day of September, 2015, to:

Shelley M. Tait
Address of Record
Respondent

COPY of the foregoing mailed via Mail
This 25th day of September, 2015 to:

Susan McLellan
3101 N. Central Ave Ste. 600
Phoenix, AZ 85012
Attorney for Respondent