BEFORE THE ARIZONA BOARD

OF BEHAVIORAL HEALTH EXAMINERS

In the Matter of: **DEBRA J. SHEWEY, LAC-13010,** **Licensed Associate Counselor,** **In the State of Arizona.** **RESPONDENT**	**CASE NO. 2011-0108** **CASE NO. 2013-0014** **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), Debra J. Shewey ("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 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 In the event the Board in its discretion does not approve this Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value, nor shall it be relied upon or introduced in any disciplinary action by any party hereto, except that Respondent agrees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:

FINDINGS OF FACT

1. Respondent is the holder of License No. LAC-13010 for the practice of

counseling in Arizona.

2. During the relevant time period, Respondent was a program director at an agency (Agency).

3. Respondent received clinical supervision from a clinical director at Agency (Supervisor).

4. Supervisor agreed to provide Respondent with clinical supervision to qualify Respondent for licensure as a Licensed Professional Counselor (LPC).

5. In May 2010, at the request of Child Protective Services (CPS), a minor client (Client) was enrolled at Agency.

6. Respondent began providing counseling services to Client to help Client cope with feelings of being rejected I her mother (Mother) and to address behavioral issues Client was having at the home of her foster mother (Foster Mother).

7. Respondent indicated that on October 5, 2010, Client's CPS case manager (CM) advised Respondent that Client's court hearing was to be held soon and that the Judge was required to make a ruling on visitation for the client and her mother. CM advised that Respondent's recommendations and observations determined through services provided to the Client would be beneficial for the Judge's determination. Respondent advised that this would be discussed with Foster Parent at Client at next appointment and CM requested that Respondent "provide the court with information addressing issues related to parent-child visitation" between Client and Mother.

8. On October 7, 2010, Respondent participated in a one-hour supervision session with Supervisor, but did not discuss CPS' October 5, 2010 letter request. Respondent reported that she had not discussed with the Client or Foster Parent their wishes concerning the visitation or a letter/recommendation and Respondent states that she had not written a letter as of that date.

9. During Respondent's July 2012 investigative interview, she indicated that she

did not discuss CPS' letter request with Supervisor during the October 7, 2010 supervision session because:

a. CPS had just asked her for the letter.

b. Respondent had not discussed CPS' request with Client yet.

c. "I do a lot of CPS cases and I didn't think I was doing anything wrong."

10. Respondent's failure to discuss CPS' October 5, 2010 letter request during her October 7, 2010 clinical supervision session with Supervisor is problematic where:

a. CPS had requested Respondent to write a letter to the Court that addressed visitation matters, upon which the judge was expected to deliberate.

b. Visitation matters were outside of the scope of Respondent's therapy with Client.

c. Respondent should have questioned whether writing such a letter was appropriate, even if she intended to write it from Client's perspective only.

11. Even if respondent failed to immediately recognize the scope of practice issues associated with CPS' request, the following practicalities should have alerted Respondent of the need to discuss the request with Supervisor:

a. CPS needed the letter the following week.

b. Respondent had not yet met with Client about the issue.

c. Agency protocol required such a letter to be reviewed and approved before its release.

d. Since time was of the essence, it would've been important to discuss the matter with Supervisor in order to plan for an expedient review of the letter, once written.

12. On October 8, 2010, Respondent met with Client and Foster Mother, where:

a. They discussed "concerns over visitation orders that have been questioned in court."

b. Respondent agreed to "write letter for court requesting [Client] not be ordered

visitations with her mother."

13. Respondent subsequently wrote an October 11, 2010 letter (10/11/10 Letter) addressed to the Court and containing the following:

a. A statement that could be interpreted to mean that Respondent had concluded that Mother was unwilling to parent Client.

b. A statement that could be interpreted to mean that Respondent had concluded that Mother had emotionally and verbally abused Client.

c. A statement that Respondent does "not believe it is in [Client's] best interest to visit or have contact with [Mother]."

d. Respondent's "recommendation" that:

- Client "not be ordered visitations with [Mother]."
- Client "to continue to be allowed visitations with her siblings."

14. Respondent's decision to make recommendations regarding visitation in her 10/11/10 Letter was inappropriate where:

a. Respondent's development of recommendations regarding custodial/visitation matters was inconsistent with Respondent's role as Client's therapist.

b. There is no indication that Respondent completed the types of evaluative activities normally completed by professional tasked with making visitation recommendations to the Court, such as speaking with all the necessary parties and obtaining/reviewing information from relevant collateral sources.

c. Since Client's emotional/behavioral problems were, at least in part, related to her relationship with Mother, it would've been important for Respondent to refrain from making recommendations that might negatively impact her ability to provide future counseling services to Client in the event that the Court did award initial Mother visitation or custody.

15. Respondent provided a 10/11/10 Letter to CM.

16. Respondent acknowledged the following:

a. The 10/11/10 Letter was poorly worded and misrepresented Respondent's intentions, making it vulnerable to misinterpretation.

b. Respondent did not follow Agency's protocol by having Supervisor or for any other Agency administrator review her 10/10/11 Letter provided it to CPS.

17. During respondent's July 2012 investigative interview, which occurred 21 months after she wrote the 10/11/10 Letter, she indicated that she did not have Supervisor review the 10/11/10 letter before providing it to CPS because:

a. CPS needed it immediately and was waiting for it.

b. Supervisor "may have been out of the office."

18. Respondent's explanations for her failure to have her 10/11/10 Letter reviewed by Supervisor or another equivalent Agency personnel are problematic where:

a. Respondent's omission of this step was contrary to Agency's protocol.

b. Even if Supervisor was out of the office or otherwise unavailable, there were others supervisor now with salted regarding the letter.

c. There is no indication that Respondent made any attempt to consult with anyone or have anyone review the 10/11/10 Letter prior to her provision of the letter to CM.

19. At next regular Supervision, Respondent discussed the 10/11/10 Letter with Supervisor, who advised Respondent that the Letter needed to be rewritten to correct the recommendations. Respondent reports that a subsequent letter was written and signed by Respondent and Supervisor and was provided to CM the day before the hearing. Respondent asked CM to replace the letter dated Oct 11, 2010 with the corrected letter in the Client's CPS record.

20. In February 2011, Mother filed a complaint (2011 Complaint) against Respondent related to her recommendations to CM. The 2011 Complaint referenced both

Respondent and Dr. Kilgore, and Dr. Kilgore did not sign the 10/11/10 Letter.

21. On 3/7/11, Respondent received the Board's notice of Mother's complaint.

22. Respondent's 4/7/11 complaint response indicated that she wrote the 10/11/10 Letter in response to a CPS request and included a 10/5/10 progress note (10/5/10 Progress Note) from Client's clinical record, documenting the CPS request.

23. Respondent's 10/5/10 Progress Note was electronically signed on 3/13/11, almost 5 months after the date that Respondent represents CPS made the request, but less than a week after Respondent learned of Mother's Board complaint.

24. Respondent did not document within the 10/5/10 Progress Note the fact that she had entered the note late, or the reasons for the late entry; however the 10/5/10 Progress Note was dated 3/13/11. There is no indication that Respondent attempted to hide that the 10/5/10 Progress Note was entered on 3/13/11.

25. Supervisor indicated that he understood that Respondent's delay in documenting CPS' 10/5/10 letter request was that, "because of the complaint, she wanted the documentation to show that she was requested [to write a letter]."

26. As a result of Respondent's failure to document CPS' 10/5/10 request in a timely manner, Daughter's records were not current or accurate in this regard until 3/13/11.

27. Respondent's response to the 2011 Complaint also included copies of respondent's 11/10 and 12/10 monthly clinical supervision forms (Nov.-Dec/2010 Supervision Forms).

28. The following irregularities were noted on the Nov-Dec/2010 Supervision Forms:

a. Although "Nov 2010" is documented in the top right-hand corner of the 11/10 form and the form is signed and dated by Respondent and Supervisor with 11/30/10 signature dates, the middle section of the form contains descriptions of 3 supervision sessions, hand-written by Respondent, dated "11-12-11"; "11-15-

11"; and "11-18-11".

b. Although "Dec 2010" is documented in the top right-hand corner of the 12/10 form in the form is signed and dated by Respondent and Supervisor with 12/28/10 signature dates, the middle section of the form contains descriptions of 2 supervision sessions, hand-written by Respondent, dated "12-8-11" and "12-14-11".

29. When questioned about the erroneous dates, approximately 1.5 years after the date Respondent states that the supervision forms were created, Respondent indicated the following:

a. She was unsure why she erroneously wrote the dates of her 11/10 and 12/10 supervision sessions as having occurred in 2011.

b. Although she keeps up on her supervision documentation, she could have written the 11/10 in 12/10 notes in 1/11.

30. Respondent's explanation that she might have written the 11/10 and 12/10 supervision notes in 1/11 is consistent with the date errors for the supervision sessions.

31. If Respondent completed the Nov-Dec/2010 Supervision Forms in 1/11 or later, then both Respondent and Supervisor backdated their signatures on those 2 forms.

32. In Respondent's 9/10/12 complaint response, after she had a chance to review the supervision forms, which she states she did not do before the 7/12 investigative interview, she indicated the following:

a. She did not create the Nov-Dec/2010 Supervision Forms in January 2011; they were created in November and December 2010.

b. She definitely did not wait until 1/11 to complete the forms.

c. The Nov-Dec/2010 Supervision Forms were not created for the purpose of responding to the 2011 Complaint.

d. She signed the forms with the correct dates.

e. She inadvertently wrote incorrect dates because she "constantly has to write future dates on documents" such as treatment plans and other records that require review dates 60-90 days in the future.

f. It is not uncommon for people to get confused about dates for example, by writing dates for the previous year in the beginning of a new year.

g. Since the forms were not used to track patient progress and were not used for treatment or billing, Respondent paid more attention to the substance of the forms and sometimes made mistakes on the dates.

33. Respondent denies that she delayed completion of the Nov-Dec/2010 Supervision Forms until sometime between 1/11 and 4/11, when she submitted them to the Board with her 2011 Complaint response.

34. Respondent denies that she backdated her signature on the Nov-Dec/2010 Supervision Forms and maintains that she erroneously wrote the incorrect year when dating the Nov-Dec/2010 Supervision Forms.

35. In 2/12, Respondent submitted an LPC application to the Board.

36. In 6/12, the Human Resources Department at Agency (HR) provided Respondent's clinical supervision records to the Board.

37. Board staff noted additional irregularities, including that Respondent's 4/9 Supervision Form, which was labeled "Apr 2009" and signed by Respondent on 5/1/09, identified clinical supervision dates of "8/16/09" and "8/24/09".

38. During respondent's 7/12 investigative interview, she was unable to explain the discrepancy in the dates on the 4/09 Supervision Form other than to indicate that somehow she must have" transposed" the dates and written and "8" instead of a "4" to identify the month when the supervision occurred.

39. In Respondent's 9/10/12 complaint response, she indicated the following with respect to date errors in her 4/09 Supervision Form:

a. She worked many hours each week and so some of her work was rushed.

b. "She wrote 'April' when she meant 'August' a few times."

c. She occasionally transposes dates.

d. "It is not out of the ordinary for someone, at the start of the month, to begin a date with the previous month."

e. Respondent's signed her Monthly Supervision Forms each month, or within a few days of the end of the month.

40. Respondent denies that she delayed documenting her clinical supervision and denies that she backdated her signature on the 4/09 Supervision Form.

41. Based on the above, there is a preponderance of evidence that, by failing to ensure that the weekly supervision forms contained accurate dates, Respondent failed to maintain accurate records regarding client care.

42. A.A.C. R4-6-212(G) requires a LPC applicant to receive a minimum of 10 hours of clinical supervision obtained either during direct observation or a review of audiotapes or videotapes by the clinical supervisor of the applicant while the applicant is providing treatment and evaluation services to a client.

43. On February 16, 2012, Supervisor signed a Board Clinical Supervision Verification Form attesting that, between June 1, 2008 and February 16, 2012, he provided Respondent with 12 Direct Observation Hours.

44. The supervision records for Respondent HR provided to the Board in 6/12:

a. Contain documentation of only for Direct Observation Hours, all of which occurred on 3/12/11.

b. Contained a 2/23/12 electronic clinical supervision form (2/23/12 clinical supervision form) indicating that Respondent intended to complete 10 Direct Observation Hours with Supervisor "next week."

45. During Respondent's 7/12 investigative interview, she indicated the following:

a. In addition to the 4 Direct Observation Hours she completed on 3/12/11, Supervisor also directly observed Respondent complete "8 to 10 hours more" while Respondent completed intake assessments.

b. Regarding the 2/23/12 clinical supervision form, which stated: "To complete 10 hours direct observation with supervisor next week":

- Respondent might have completed her remaining Direct Observation Hours in 3/12.
- "I know we were working up to it… and we were on vacations and then there were no intakes of the clinic and then I had to wait until they had several intakes scheduled to come in".

46. After Respondent's 7/12 investigative interview, the Board received Respondent's Agency personnel record, which included a 3/10/12 clinical supervision form.

47. This form documented that, on 3/10/12, Respondent completed, "to comprehensive mental health assessments and mental status exams" observed by Supervisor, for a total of 8 Direct Observation Hours.

48. In Respondent's 9/12 complaint response, she indicated the following;

a. She inadvertently misstated the 2/23/12 clinical supervision form, which should have been dated "1/23/12" instead of 2/23/12".

b. On 2/10/12, she completed additional Direct Observation Hours in Supervisor's presence, including two Evaluations and 7 mental status examinations.

c. Although she believes that she previously entered her 2/10/12 Direct Observation Hours into Agency's electronic records system, for some reason it was not retained in the system.

d. Due to this, on 7/13/12, Supervisor instructed her to "re-enter" the 2/10/12 supervision session so it could be documented.

e. In doing so, she inadvertently misdated the 2/10/12 Direct Observation Hours as

having occurred on 3/10/12.

49. Respondent's 9/12 complaint response included the following documents in support of her contention that she completed Direct Observation Hours on 2/10/12:

a. Copies of 2, 2/10/12 Evaluations, completed by Respondent and cosigned by Supervisor, totaling 3 hours of services.

b. Copies of 7, 2/10/12 status examinations, completed by Respondent and cosigned by Supervisor.

50. Respondent has indicated that mental status examinations generally take 20-30 minutes, depending upon the client.

51. Because the mental status examination documentation Respondent provided does not record duration, it is impossible to determine how much time Respondent spent completing these examinations on 2/10/12.

52. Although this deficiency prevents exact calculation of Respondent's Direct Observation Hours:

a. The times recorded on the consecutive mental status examinations indicated an average duration of 25-30 minutes.

b. At 30 minutes per mental status examination, 7 mental status examinations equates to a total of 3 ½ Direct Observation Hours.

53. Based on the clinical documentation provided and Respondent's estimate that each assessment took approximately 20 to 30 minutes, Respondent completed a maximum of 6 ½ direct observation hours on February 10, 2012, not 8 hours as Respondent recalled.

54. Therefore, Respondent completed a maximum of 10 ½ hours of Direct Observation.

55. The evidence shows that Respondent miscalculated the clinical supervision hours by 1.5 hours.

56. Since the Board's investigation, Respondent has completed the following:

a. Clinical Supervision: an introduction to reflective supervision and practice, sponsored by Arizona State University, 6.0 CE (Clinical Supervision)

b. Service Plan/Safety Plan Children, sponsored by Southwest Behavioral Health Services, 4.0 CD (current behavioral health documentation standards);

c. Service Plan/Safety Plan Adult, sponsored by Southwest Behavioral Health Services, 4.0 CE (current behavioral health documentation standards);

d. ART Engagement and Facilitation Skills and Conflict Resolution, sponsored by Cenpatico, 1.0 CE (high conflict cases);

e. Crisis Management, sponsored by Relias Learning, 1.5 CE (high conflict cases);

f. Calming Children in Crisis, sponsored by Relias Learning, 1.0 CE (high conflict cases);

g. Conflict Management, sponsored by Relias Learning, 1.5 CE (high conflict cases);

h. De-escalating Hostile Clients, sponsored by Relias Learning, 2.75 CE (high conflict cases);

57. Respondent became "Certified in Healthcare Compliance" in September 2014.

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)(k), any conduct or practice that is contrary to recognized standards of ethics in the behavioral health profession, as it relates to Section C.2.e. of the 2005 ACA Code of Ethics: Counselors take reasonable steps to consult with other counselors or related professionals when they have questions regarding their ethical obligations or professional practice.

3. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(12)(q), failing or refusing to maintain adequate records of behavioral health services provided to a client.

4. The conduct and circumstances described in the Findings of Fact constitute a violation of A.R.S. § 32-3251(12)(p), failing to conform to minimum practice standards is developed by the Board, as it relates to the following:

> A.A.C.R4-6-1103(A) (5), a licensee shall ensure that a client record is maintained for each client and is current and accurate
>
> A.A.C.R4-6-1103(B)(6) a licensee shall ensure that a client record contains documentation of requests for client records and of the resolution of those requests
>
> A.A.C.R4-6-1103(B)(9) a licensee shall ensure that the client record contains documentation of telephone, written, or face-to-face contact with the client or another individual that relates to the client's health, safety, welfare or treatment

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 shall not practice under her license, LAC-13010, 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.

2. 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.

Supervised Practice Setting

3. Respondent shall complete 24 months of supervised work experience in an agency licensed by the Department of Health Services ("DHS").

4. While the Consent Agreement is in effect, Respondent engages in the practice of behavioral health, she shall do so only while working at a DHS licensed agency.

Continuing Education

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 complete a total of 20 clock hours of continuing education. At least three hours must be in the following content areas: 1) addressing high conflict cases; 2) clinical supervision; 3) current behavioral health documentation standards in Arizona; and at least six hours must be in the area of behavioral health ethics. All required continuing education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of completion of the required continuing education. In satisfaction of this requirement, Respondent may submit continuing education hours obtained after receiving notice of this complaint and which were not used to renew her LAC license. Acceptance of these courses are subject to the aforementioned process.

Clinical Supervision

6. During the term of this Consent Agreement, Respondent shall submit to clinical supervision for 24 months by a masters or higher level behavioral health professional licensed at the independent level. Within 30 days of the date of this Consent Agreement, or within 30 days of Respondent accepting employment in Arizona that would require her to use her LAC license, whichever is later, Respondent shall submit the name of a clinical supervisor for pre-approval by the Board Chair or designee. At the same time, the clinical supervisor shall submit a letter disclosing his/her prior relationship to Respondent, if any. In that letter, the supervisor must acknowledge that he/she has reviewed the Consent Agreement and include the results of an initial assessment and a supervision plan regarding the proposed supervision of Respondent. The letter from the supervisor shall be submitted to the Board.

Focus and Frequency of Clinical Supervision

7. The focus of the supervision shall relate to current behavioral health documentation standards in Arizona, appropriate use of supervision; and high conflict/CPS custody cases. During each supervision, the supervisor shall review a minimum of 3 client records chosen at random by the supervisor to ensure Respondent's compliance with current behavioral health documentation standards in Arizona. Respondent shall meet individually in person with the supervisor for a minimum of one hour bi-weekly if working fulltime or once monthly if working less than 20 hours per week.

Reports

8. Once approved, the supervisor shall submit quarterly reports for review and approval by the Board Chair or designee. The quarterly reports shall include issues presented in this consent agreement that need to be reported in the supervisor shall notify the Board if more frequent supervision is needed. Quarterly reports shall include the following:

a. Dates of each clinical supervision session

b. A comprehensive description of issues discussed during supervision sessions

c. The results of each clinical documentation review by the supervisor.

9. All quarterly supervision reports shall include a copy of clinical supervision documentation maintained for that quarter. All clinical supervision documentation maintained by the supervisor shall comply with requirements set forth in A.A.C. R4-6-212(C)(4).

10. After 24 months, the supervisor shall submit a final summary report for review and approval by the Board Chair or designee. The final report shall also contain a recommendation as to whether the Respondent should be released from this Consent Agreement.

Change of Clinical Supervisor During Term

11. If, during the term of this Consent Agreement, the clinical supervisor determines that he/she cannot continue as a clinical supervisor, he/she shall notify the Board within 10 days of the end of supervision and provide the Board with an interim final report. Respondent shall

advise the Board Chair or designee within 30 days of cessation of clinical supervision by the approved clinical supervisor of the name of a new proposed clinical supervisor. The proposed clinical supervisor shall provide the same documentation to the Board as was required of the initial clinical supervisor.

LPC Application

12. Upon successfully demonstrating that she has satisfied all the terms and conditions in this Consent Agreement and being released therefrom by the Board, Respondent's application to be a licensed professional counselor is approved. Consistent with the provisions set forth in paragraph 19, the Board has the sole discretion to determine whether all the terms 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 of the 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. This may include initiating further disciplinary action against Respondent's associate license as well as denying her application to be a licensed professional counselor.

Early Release

13. After 12 months and upon the supervisor's recommendation, 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

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

15. 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 term of this Consent Agreement shall be extended until the matter is final.

16. 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.

17. 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.

18. If, while this Consent Agreement remains in effect, 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 this Consent Agreement, 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 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.

19. Respondent shall practice counseling 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.

20. Prior to the release of Respondent from this Consent Agreement, 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 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, and consistent with the provisions set forth in paragraph 14, the Board may conduct such further proceedings as it determines are appropriate to address those matters.

21. Respondent shall bear all costs relating to compliance with the terms required in this Consent Agreement.

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

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

24. 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

Debra J. Shewey

DEBRA J. SHEWEY Date 8-31-2016

BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

Dated this 12th day of September, 2016.

By: Tobi Zavala

Tobi Zavala, Executive Director
Arizona Board of Behavioral Health Examiners

ORIGINAL of the foregoing filed
this 12th day of September, 2016 with:

Arizona Board of Behavioral Health Examiners
3443 N. Central Avenue, Ste. 1700
Phoenix, AZ 85012

COPY of the foregoing mailed via
Certified mail no. 70142700001895572364,
This 12th day of September, 2016, to:

Debra Shewey
Address of Record
Respondent

COPY of the foregoing mailed via US Mail
This 12th day of September, 2016 to:

Sandra J. Creta
CRETA LAW FIRM, PLLC
12725 W. Indian School Road, Suite E-101
Avondale, AZ 85392
Attorney for Respondent

COPY of the foregoing mailed via Interagency Mail
this 12th day of September, 2016, to:

Marc. H. Harris
Assistant Attorney General
1275 W. Washington
Phoenix, AZ 85007

_____
Compliance Officer