

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

3 **In the Matter of:**

4 **Shawn M. Ingersoll, LPC-11170,**  
5 **Licensed Professional Counselor,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2020-0028**  
**CONSENT AGREEMENT**  
**FOR VOLUNTARY SURRENDER**

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), Shawn M. Ingersoll (“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 understands that once the Board approves and signs this Consent  
17 Agreement, it is a public record that may be publicly disseminated as a formal action of the  
18 Board, and that it shall be reported as required by law to the National Practitioner Data Bank.

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

20   **FINDINGS OF FACT**

21           1.     Respondent is the holder of License No. LPC-11170 for the practice of  
22 counseling in Arizona.

23           2.     For over 15 years, Respondent has maintained a private practice without  
24 supervision or oversight.

25           ...

1           3.       During this time, Respondent knowingly and willingly neglected her legal, ethical,  
2 and professional responsibilities as a licensed professional counselor.

3           4.       Every two years when submitting her licensure renewal applications to the Board,  
4 Respondent attested, under penalty of perjury, that she was in compliance with the statutory  
5 requirements of A.R.S. § 32-3211, which relate to the security, storage and access of patient  
6 records.

7           5.       Since the issuance of her license in 2004, Respondent has submitted 8 separate  
8 renewal applications, each falsely attesting to being in compliance with A.R.S. § 32-3211.

9           6.       Despite a warning on each of her renewal applications that providing false  
10 information may be grounds for revocation of her license, Respondent continued to  
11 misrepresent information on her applications.

12          7.       It was only recently discovered through the Board's investigation into this  
13 complaint that Respondent was never in compliance with A.R.S. § 32-3211, as well as several  
14 other rules and laws, as she deliberately chose not to generate any clinical documents,  
15 treatment entries, or session notes that related to her patients' welfare, treatment and care.

16          8.       As indicated during her investigative interview with Board staff:

17           a.       Respondent felt disinclined to complete documentation.

18           b.       Respondent never felt good about this and knew what she was doing was  
19 wrong.

20          9.       The clinical record identifies the nature of services being rendered, the  
21 appropriate application of therapeutic interventions, the counselor's clinical judgment, and the  
22 medical necessity for therapeutic services.

23          10.       Without a clinical record, the patient is deprived of a full and complete course of  
24 treatment, which may include critical information such as client symptoms, clinical impressions,  
25 safety concerns, diagnoses, and discharge or continued recovery recommendations.

1           11.     None of Respondent's clients for the past decade will be afforded the opportunity  
2 to retrieve their clinical records, coordinate care with future providers, or establish a record of  
3 services for reasons such as legal, financial, or insurance related purposes.

4           12.     As Respondent felt "disinclined" to complete any clinical documentation, one set  
5 of documents that Respondent did maintain were billing and payment records.

6           13.     While the Board is unable to review any past client-related services prior to the  
7 filing of this Board complaint, the Board has learned that Respondent gained hundreds of  
8 thousands of dollars through her private practice, while failing to providing an acceptable  
9 standard of care.

10          14.     In the case of Complainant and his wife, Complainant raises issues such as:

11           a.     He and his wife's 4 year counseling relationship was ruined by Respondent's  
12                 incompetence.

13           b.     Respondent failed to generate required treatment documents.

14           c.     Respondent failed to identify who the client was in joint counseling.

15           d.     Respondent abruptly abandoned the counseling relationship Complainant,  
16                 yet continued to treat his wife.

17           e.     Respondent's actions caused confusion and distress.

18           f.     Respondent was paid nearly \$74,000 and Complainant questions whether he  
19                 was exploited.

20          15.     Given the absence of any treatment documents during the 4 year span of  
21 services, it is nearly impossible to substantively review the merits of Complainant's grievances,  
22 or any other prospective grievances that Respondent's former clients may raise.

23          16.     According to the complaint, upon Complainant exploring the option of potentially  
24 finding a new therapist, Respondent made the decision to terminate services with Complainant,  
25 yet continued to treat his wife individually.

1           17.    In a 06/19 email to Complainant, Respondent wrote:

2                   a.    “Under the circumstances, as you have expressed your intent to work with  
3                                another therapist, it is not feasible for us to continue meeting.”

4                   b.    Respondent cancelled their scheduled appointment.

5           18.    In response to Respondent’s email, Complainant wrote:

6                   a.    No decision has been made, which is why he reached out and did not cancel  
7                                his scheduled appointment with Respondent.

8                   b.    He is shocked and feels abandoned after the commitment he made by  
9                                coming to sessions multiple times a week for years.

10           19.    Given the indication that Complainant was still in need of behavioral health  
11 services, it was Respondent’s obligation to ensure continuity of care or, at a minimum, provide  
12 appropriate referrals to other providers.

13           20.    Following the termination of Complainant’s treatment, Respondent acknowledges  
14 continuing to treat his wife individually.

15           21.    Upon the transition from marital counselor to individual counselor, Respondent  
16 was required to obtain a new informed consent, explain the role change, and inform the client of  
17 any anticipated consequences of the role change.

18           22.    There is no indication that Respondent appropriately documented the change in  
19 the professional relationship, as provided in the ACA Code of Ethics.

20           23.    Although Respondent submits to the Board that she has taken corrective actions,  
21 it is notable that Respondent only took action when compelled by the process of the Board’s  
22 investigation.

23           24.    If not for this complaint, Respondent would have continued to mislead the Board  
24 and willfully neglected her ethical obligations to her clients.

25    ...

1 **CONCLUSIONS OF LAW**

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

5 2. The conduct and circumstances described in the Findings of Fact constitute a  
6 violation of A.R.S. § 32-3251(16)(j), engaging in conduct that the board determines is gross  
7 negligence or repeated negligence in the licensee's profession.

8 3. The conduct and circumstances described in the Findings of Fact constitute a  
9 violation of A.R.S. § 32-3251(16)(l), engaging in any conduct, practice or condition that impairs  
10 the ability of the licensee to safely and competently practice the licensee's profession.

11 4. The conduct and circumstances described in the Findings of Fact constitute a  
12 violation of A.R.S. § 32-3251(16)(q), failing or refusing to maintain adequate records of  
13 behavioral health services provided to a client.

14 5. The conduct and circumstances described in the Findings of Fact constitute a  
15 violation of A.R.S. § 32-3251(16)(c)(i), making any oral or written misrepresentation of a fact to  
16 secure or attempt to secure the issuance or renewal of a license.

17 6. The conduct and circumstances described in the Findings of Fact constitute a  
18 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
19 developed by the Board as it relates to:

- 20 a. A.A.C. R4-6-1101, Consent for Treatment.
- 21 b. A.A.C. R4-6-1102, Treatment Plan.
- 22 c. A.A.C. R4-6-1103, Client Record.

23 7. The conduct and circumstances described in the Findings of Fact constitute a  
24 violation of A.R.S. § 32-3251(16)(ii), violating any federal or state law, rule or regulation  
25 applicable to the practice of behavioral health as it relates to:

1 a. A.R.S. § 12-2297, Retention of Records.

2 b. A.R.S. § 32-3211, Protocol for Storage, Transfer and Access of Records.

3 8. The conduct and circumstances described in the Findings of Fact constitute a  
4 violation of A.R.S. § 32-3251(16)(s), terminating behavioral health services to a client without  
5 making an appropriate referral for continuation of care for the client if continuing behavioral  
6 health services are indicated.

7 9. The conduct and circumstances described in the Findings of Fact constitute a  
8 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to  
9 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
10 to the health, welfare or safety of a client, as it relates to the following sections of the ACA Code  
11 of Ethics:

12 **A.11.c – Appropriate Termination**

13 Counselors terminate a counseling relationship when it becomes reasonably  
14 apparent that the client no longer needs assistance, is not likely to benefit, or is  
15 being harmed by continued counseling. Counselors may terminate counseling  
16 when in jeopardy of harm by the client or by another person with whom the client  
17 has a relationship, or when clients do not pay fees as agreed upon. Counselors  
18 provide pretermination counseling and recommend other service providers when  
19 necessary.

20 **A.6.d – Role Changes in the Professional Relationship**

21 When counselors change a role from the original or most recent contracted  
22 relationship, they obtain informed consent from the client and explain the client's  
23 right to refuse services related to the change. Examples of role changes include,  
24 but are not limited to 1. changing from individual to relationship or family  
25 counseling, or vice versa; 2. changing from an evaluative role to a therapeutic

1 role, or vice versa; and 3. changing from a counselor to a mediator role, or vice  
2 versa. Clients must be fully informed of any anticipated consequences (e.g.,  
3 financial, legal, personal, therapeutic) of counselor role changes.

4 **ORDER**

5 Based upon the foregoing Findings of Fact and Conclusion of Law, the parties agree to  
6 the provision and penalties imposed as follows:

- 7 1. Respondent's license, LPC-11170, shall be surrendered to the Board, effective  
8 from the date of entry as signed below.
- 9 2. The surrender shall be considered a revocation of Respondent's license.

10 **Practice Termination Plan**

11 3. Within 14 days of the effective date of the Consent Agreement, Respondent shall  
12 submit a written plan for terminating their private practice for pre-approval by the Board Chair or  
13 designee. At a minimum, the proposed termination plan must include each of the following:

- 14 a. A written protocol for the secure storage, transfer and access of the clinical  
15 records of Respondent's clients and former clients.
- 16 b. The procedure by which Respondent shall notify each client and former client  
17 in a timely manner regarding the future location of the clinical records of  
18 Respondent's clients and former clients and how those records can be  
19 accessed after the termination of Respondent's practice.
- 20 c. A written protocol for developing an appropriate referral for continuation of  
21 care for Respondent's current clients.
- 22 d. A list of Respondent's current clients and the timeframe for terminating  
23 services to each client. The timeframe for terminating services shall not  
24 exceed 30 days.

25 ...



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

2                   Shawn M. Ingersoll  
3                   Shawn M. Ingersoll (Jun 2, 2020 16:16 PDT)

Jun 2, 2020

4                   Shawn M. Ingersoll

  Date

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

6                   By: M. Zaval

Jun 3, 2020

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

  Date

9                   **ORIGINAL** of the foregoing filed Jun 3, 2020  
10                  with:

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

14                  **EXECUTED COPY** of the foregoing sent electronically Jun 3, 2020  
15                  to:

16                  Marc Harris  
17                  Assistant Attorney General  
18                  2005 North Central Avenue  
19                  Phoenix, AZ 85004

20                  Shawn M. Ingersoll  
21                  Address of Record  
22                  Respondent

23                  Scott King  
24                  Broening Oberg Woods & Wilson, P.C.  
25                  2800 N. Central Ave., Ste 1600  
  Phoenix, AZ 85004  
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