

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

3 **In the Matter of:**

4 **Shannon D. Martin, LMSW-18902,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NO. 2023-0190
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 D. Martin (“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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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. LMSW-18902 for the practice of social
15 work in Arizona.

16 2. On 11/03/22, Respondent consumed alcohol and after becoming intoxicated, she
17 made the decision to drive.

18 3. Respondent subsequently got into a motor vehicle accident and was arrested for
19 driving under the influence.

20 4. Respondent's blood alcohol content was measured at .248%.

21 5. Additionally, in 05/19, Respondent had been previously charged with Driving
22 While Intoxicated.

23 6. Respondent displayed impaired judgement when she drove under the influence
24 of alcohol for the second time.

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)(l), engaging in any conduct, practice or condition that impairs
7 the ability of the licensee to safely and competently practice the licensee's profession.

8 **ORDER**

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

11 **Stayed Suspension**

12 1. As of the effective date of this Consent Agreement, Respondent's license,
13 LMSW-18902, shall be **SUSPENDED** for 24 months. However, the suspension shall be stayed
14 and Respondent's license shall be placed on probation.

15 2. During the stayed suspension portion of the Order, if Respondent is
16 noncompliant with the terms of the Order in any way, the stay of the suspension shall be lifted
17 and Respondent's license shall be automatically suspended as set forth above.

18 3. If Respondent contests the lifting of the stay as it relates to this paragraph,
19 Respondent shall request in writing, within 10 days of being notified of the automatic
20 suspension of licensure, that the matter be placed on the Board agenda for the Board to review
21 and determine if the automatic suspension of Respondent's license was supported by clear and
22 convincing evidence.

23 4. If the written request is received within 10 days of a regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
25 scheduled Board meeting.

1 **Therapy**

2 10. During the period of probation, Respondent shall attend therapy for 24 months
3 with a masters or higher level behavioral health professional licensed at the independent level.
4 Within 30 days of the date of this Consent Agreement, Respondent shall submit the name of
5 their therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or
6 designee. Also within 30 days of the date of this Consent Agreement, the therapist shall submit
7 a letter addressing why they should be approved, acknowledging that they have reviewed the
8 Consent Agreement and include the results of an initial assessment and a treatment plan
9 regarding the proposed treatment of Respondent.

10 11. Upon approval, the Board will provide the therapist with copies of any required
11 evaluations completed at the request of the Board prior to this Consent Agreement and the
12 Board's investigative report.

13 **Focus and Frequency of Therapy**

14 12. The focus of the therapy shall relate to trauma, self-care, self-awareness, risk-
15 taking behavior, coping, and substance use. Respondent shall meet in person with the therapist
16 once monthly.

17 **Reports**

18 13. Once approved, the therapist shall submit quarterly reports and a final summary
19 report to the Board for review and approval. The quarterly reports shall include issues presented
20 in this Consent Agreement that need to be reported and the therapist shall notify the Board if
21 more frequent therapy is needed. The reports shall address Respondent's current mental health
22 status, medications prescribed, if any, treatment recommendation, and shall report if, in their
23 professional opinion, Respondent becomes unable to practice psychotherapy safely and
24 competently. The final report shall also contain a recommendation as to whether the
25 Respondent should be released from this Consent Agreement.

1 **Change of Therapist**

2 14. In the event that, during the period of Respondent's probation, Respondent's
3 Board-approved therapist discontinues treatment, Respondent shall submit the name of a new
4 therapist and the therapist's curriculum vitae for pre-approval by the Board Chair or designee
5 within 30 days of the discontinued treatment. Also within 30 days of the date of the discontinued
6 treatment, the proposed therapist shall submit a letter addressing why they should be approved,
7 acknowledging that they have reviewed the Consent Agreement, and include the results of an
8 initial assessment and a treatment plan regarding the proposed treatment of Respondent.

9 **Recovery Program**

10 15. While on probation, Respondent shall attend a minimum of 3 Mothers Against
11 Drunk Driving ("M.A.D.D.") meetings in person or an equivalent program. Respondent shall
12 provide a report to the Board Chair or designee substantiating her attendance at M.A.D.D.
13 meetings or equivalent program.

14 **GENERAL PROVISIONS**

15 **Provision of Clinical Supervision**

16 16. Respondent shall not provide clinical supervision to associate level licensee
17 accruing and submitting hours towards independent licensure while subject to this Consent
18 Agreement.

19 **Civil Penalty**

20 17. Subject to the provisions set forth in paragraph 18, the Board imposes a civil
21 penalty against the Respondent in the amount of \$1,000.00.

22 18. Respondent's payment of the civil penalty shall be stayed so long as Respondent
23 remains compliant with the terms of this Consent Agreement. If Board staff determines that
24 Respondent is noncompliant with the terms of this Consent Agreement in any respect, with the
25 exception of the tolling provision under paragraph 8, the stay of the civil penalty payment shall

1 be automatically lifted and payment of the civil penalty shall be made by certified check or
2 money order payable to the Board within 30 days after being notified in writing of the lifting of
3 the stay.

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

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

16 21. If Respondent currently sees clients in their own private practice, and obtains any
17 other type of behavioral health position, either as an employee or independent contractor, where
18 they provide behavioral health services to clients of another individual or agency, they shall
19 comply with requirements set forth in paragraphs 22 through 24 below.

20 22. Within 10 days of the effective date of this Order, if Respondent is working in a
21 position where Respondent provides any type of behavioral health related services or works in a
22 setting where any type of behavioral health, health care, or social services are provided,
23 Respondent shall provide the Board Chair or designee with a signed statement from
24 Respondent's employer(s) confirming Respondent provided the employer(s) with a copy of this
25 Consent Agreement. If Respondent does not provide the employer's statement to the Board

1 within 10 days of the effective date, the Board will provide Respondent's employer(s) with a
2 copy of the Consent Agreement.

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

13 24. If, during the period of Respondent's probation, Respondent changes
14 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
15 extended leave of absence for whatever reason that may impact their ability to timely comply
16 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
17 the Board of their change of employment status. After the change and within 10 days of
18 accepting employment in a position where Respondent provides any type of behavioral health
19 related services or in a setting where any type of behavioral health, health care, or social
20 services are provided, Respondent shall provide the Board Chair or designee a written
21 statement providing the contact information of their new employer(s) and a signed statement
22 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
23 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
24 the Board within 10 days, as required, Respondent's failure to provide the required statement to

1 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
2 Respondent's employer(s) with a copy of the Consent Agreement.

3 25. Respondent shall practice behavioral health using the name under which they
4 are licensed. If Respondent changes their name, they shall advise the Board of the name
5 change as prescribed under the Board's regulations and rules.

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

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

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

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

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

25 ...

