

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

3 **In the Matter of:**

4 **Shannon E. McQuaid, LISAC-1596,**
5 **Licensed Independent Substance Abuse**
6 **Counselor, AND LMFT-10032,**
Licensed Marriage and Family Therapist,
In the State of Arizona.

CASE NOS. 2018-0082
2018-0088
2019-0004

CONSENT AGREEMENT

7 **RESPONDENT**

8
9 In the interest of a prompt and speedy settlement of the above captioned matter,
10 consistent with the public interest, statutory requirements and responsibilities of the Arizona
11 State Board of Behavioral Health Examiners ("Board"), and pursuant to A.R.S. §§ 32-3281(F)
12 and 41-1092.07(F)(5), Shannon E. McQuaid ("Respondent") and the Board enter into this
13 Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as
14 a final disposition of this matter.

15 **RECITALS**

16 Respondent understands and agrees that:

17 1. Any record prepared in this matter, all investigative materials prepared or
18 received by the Board concerning the allegations, and all related materials and exhibits may be
19 retained in the Board's file pertaining to this matter.

20 2. Respondent has the right to a formal administrative hearing at which Respondent
21 can present evidence and cross examine the State's witnesses. Respondent hereby irrevocably
22 waives their right to such formal hearing concerning these allegations and irrevocably waives
23 their right to any rehearing or judicial review relating to the allegations contained in this Consent
24 Agreement.

25 ...

1 3. Respondent has the right to consult with an attorney prior to entering into this
2 Consent Agreement.

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

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

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12 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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

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

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

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

2 **FINDINGS OF FACT**

3 1. Respondent is the holder of License Nos. LISAC-1596 and LMFT-10032 for the
4 practice of substance abuse counseling and marriage and family therapy in Arizona.

5 **Case No. 2018-0082**

6 2. From 05/15 – 06/17, Respondent provided clinical supervision to an applicant
7 (“Applicant”) for Licensed Professional Counselor.

8 3. In 08/17, Applicant submitted her LPC application to the Board.

9 4. In accordance with that application, Respondent signed and submitted
10 verification forms to the Board, attesting under penalty of perjury, that all information was true
11 and correct.

12 5. Upon review of Respondent’s clinical supervision records that she was required
13 to write and maintain for Applicant, the following issues were identified:

- 14 a. Numerous supervision records were photocopied and then backdated.
- 15 b. There were 184 individual supervision notes that were photocopied.
- 16 c. These photocopied notes contained alterations to the date of the session, as
17 well as the signature dates, however, the content of these 184 individual
18 supervision notes were identical.
- 19 d. All 10 of the direct observation notes submitted were entirely photocopied
20 with the exception of the session and signature dates.
- 21 e. All 10 of the direct observation notes were completed using the Board’s
22 clinical supervision sample form, which was made available for public use on
23 the Board’s website on 11/22/16.
- 24 f. However, 7 of the 10 direct observation notes were dated and signed prior to
25 11/22/16, which was the creation of the Board’s sample form.

1 g. There were over 150 photocopied group supervision notes, which were
2 entirely identical with exception of alterations to the session and signature
3 dates.

4 6. Given the above information, the following was evident:

5 a. During the time that supervision occurred, Respondent failed to generate or
6 maintain valid clinical supervision documentation.

7 b. Respondent signed and submitted certifying statements to the Board
8 attesting under penalty of perjury that she understood the clinical supervision
9 requirements in R4-6-212 and that she maintained clinical supervision
10 records in accordance with the Board's rules.

11 c. Those certifying statements, which were made under penalty of perjury, were
12 false.

13 7. Due to the numerous discrepancies, the fabrication of backdated records and the
14 inability to fully account for hundreds of photocopied supervision sessions, there was no viable
15 way to verify that clinical supervision actually occurred on the dates and times presented to the
16 Board.

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18 8. From 06/15 – 08/17, Respondent provided clinical supervision to an applicant
19 ("Applicant") for Licensed Professional Counselor.

20 9. In 09/17, Applicant submitted her LPC application to the Board.

21 10. In accordance with that application, Respondent signed and submitted
22 verification forms to the Board, attesting under penalty of perjury, that all information was true
23 and correct.

24 11. Upon review of Respondent's clinical supervision records that she was required
25 to maintain for Applicant, the following issues were identified:

- 1 a. Respondent and Applicant documented all their supervision notes using a
2 Board template that had not yet been developed when Respondent and
3 Applicant signed dated numerous supervision notes.
- 4 b. In many instances, Respondent's signature was placed on the supervision
5 notes months or even years after the fact.
- 6 c. In one example, Respondent and Applicant documented a supervision
7 session on 12/30/15, yet Respondent's signature was dated 07/18/17.
- 8 d. In total, Respondent and Applicant submitted 113 individual supervision
9 notes.
- 10 e. 57 of the 113 notes were dated prior to 11/22/16, which was when the
11 Board's sample template was first made available for public use.
- 12 f. 41 of the 113 notes contain some form of visible alteration such as the
13 adjustments made to the date of session, duration of session, or signature
14 dates.
- 15 g. 29 of the 113 notes were signed by Respondent approximately 1.5 years
16 after the date of the session.
- 17 12. Given the above information, the following was evident:
- 18 a. During the time that supervision occurred, Respondent failed to generate or
19 maintain valid clinical supervision as required.
- 20 b. Respondent signed and submitted certifying statements to the Board
21 attesting under penalty of perjury that she understood the clinical supervision
22 requirements in R4-6-212 and that she maintained clinical supervision
23 records in accordance with the Board's rules.
- 24 c. Those certifying statements, which were made under penalty of perjury, were
25 false.

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13. From 04/15 – 04/16, Respondent provided clinical supervision to an applicant (“Applicant”) for Licensed Professional Counselor.

14. In 01/18, Applicant submitted her LPC application to the Board.

15. In accordance with that application, Respondent signed and submitted verification forms to the Board, attesting under penalty of perjury, that all information was true and correct.

16. Due to previous issues that the Board experienced with Respondent’s clinical supervision records, the Board requested all clinical supervision documentation that was relied upon when verifying their supervision hours.

17. When the supervision records were requested, both Respondent and Applicant, as a matter of routine function, should have been able to produce identical and contemporaneously written clinical supervision records to the Board.

18. However, that did not happen.

19. In total, there were 3 sets of clinical supervision records that were ultimately submitted to the Board, each dissimilar from one another.

20. Upon review, there were various issues identified including the following:

a. There were numerous supervision notes that were documented on a Board clinical supervision template, which was not yet developed when many of the supervision notes were purportedly dated.

b. The total number of supervision hours documented did not match the total number of hours that were originally claimed on Respondent and Applicant’s verification forms.

c. There were numerous supervision notes that were retroactively created and then inappropriately signed with backdated signatures.

- 1 d. In one set of records, there were several clinical supervision sessions that
2 were accumulated onto a single form.
- 3 e. Those single supervision forms contained the same content description, while
4 attempting to take credit for several dates.
- 5 f. In another set of records, many of those accumulated supervision notes were
6 retroactively separated onto their own individual forms, and then falsely
7 backdated with signatures.
- 8 g. In some instances, Respondent and Applicant produced clinical supervision
9 notes that were dated during times when Applicant was not employed with or
10 receiving clinical supervision from Respondent.
- 11 h. For instance, Respondent and Applicant produced supervision notes dated
12 01/12/15 and 06/15/17, which were both dates where Applicant was not
13 employed at the same agency where Respondent provided clinical
14 supervision.

15 21. Given the above information, the following was also made evident:

- 16 a. Respondent signed and submitted certifying statements to the Board
17 attesting under penalty of perjury that she understood the clinical supervision
18 requirements in R4-6-212 and that she maintained clinical supervision
19 records in accordance with the Board's rules.
- 20 b. Those certifying statements, which were made under penalty of perjury, were
21 false.

22 CONCLUSIONS OF LAW

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

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

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

7 ORDER

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

10 1. Respondent's licenses, LMFT-10032 and LISAC-1596, will be placed on
11 probation for 12 months, effective from the date of entry as signed below.

12 2. Respondent shall not practice under their licenses, LMFT-10032 and LISAC-
13 1596, unless they are fully compliant with all terms and conditions in this Consent Agreement.
14 If, for any reason, Respondent is unable to comply with the terms and conditions of this
15 Consent Agreement, they shall immediately notify the Board in writing and shall not practice
16 under their license until they submit a written request to the Board to re-commence compliance
17 with this Consent Agreement. All such requests shall be pre-approved by the Board Chair or
18 designee.

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

23 Continuing Education

24 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within
25 12 months of the effective date of this Consent Agreement, Respondent shall complete 12 clock

1 hours of continuing education in Clinical Supervision Training. All required continuing education
2 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
3 submit a certificate of completion of the required continuing education.

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

10 Practice Restriction

11 6. Respondent is prohibited from providing clinical supervision for 12 months.

12 GENERAL PROVISIONS

13 Civil Penalty

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

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

23 9. Within 10 days of being notified of the lifting of the stay, Respondent may request
24 that the matter be reviewed by the Board for the limited purpose of determining whether the
25 automatic lifting of the stay was supported by clear and convincing evidence. If the Board

1 receives the written request within 10 days or less of the next regularly scheduled Board
2 meeting, the request will not be heard at that meeting, but will be heard at the next regularly
3 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
4 review.

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

10 11. If Respondent currently sees clients in their own private practice, and obtains any
11 other type of behavioral health position, either as an employee or independent contractor, where
12 they provide behavioral health services to clients of another individual or agency, they shall
13 comply with requirements set forth in paragraphs 12 through 14 below.

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

22 13. If Respondent is not employed as of the effective date of this Order, within 10
23 days of accepting employment in a position where Respondent provides any type of behavioral
24 health related services or in a setting where any type of behavioral health, health care, or social
25 services are provided, Respondent shall provide the Board Chair or designee with a written

1 statement providing the contact information of their new employer and a signed statement from
2 Respondent's new employer confirming Respondent provided the employer with a copy of this
3 Consent Agreement. If Respondent does not provide the employer's statement to the Board
4 within 10 days, as required, Respondent's failure to provide the required statement to the Board
5 shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide Respondent's
6 employer(s) with a copy of the Consent Agreement.

7 14. If, during the period of Respondent's probation, Respondent changes
8 employment, resigns, is involuntarily terminated, resigns in lieu of termination, or goes on
9 extended leave of absence for whatever reason that may impact their ability to timely comply
10 with the terms of probation, Respondent shall, within 10 days of the aforementioned acts, inform
11 the Board of their change of employment status. After the change and within 10 days of
12 accepting employment in a position where Respondent provides any type of behavioral health
13 related services or in a setting where any type of behavioral health, health care, or social
14 services are provided, Respondent shall provide the Board Chair or designee a written
15 statement providing the contact information of their new employer(s) and a signed statement
16 from Respondent's new employer(s) confirming Respondent provided the employer(s) with a
17 copy of this Consent Agreement. If Respondent does not provide the employer's statement to
18 the Board within 10 days, as required, Respondent's failure to provide the required statement to
19 the Board shall be deemed a violation of A.R.S. § 32-3251(16)(n) and the Board will provide
20 Respondent's employer(s) with a copy of the Consent Agreement.

21 15. Respondent shall practice behavioral health using the name under which they
22 are licensed. If Respondent changes their name, they shall advise the Board of the name
23 change as prescribed under the Board's regulations and rules.

24 16. Prior to the release of Respondent from probation, Respondent must submit a
25 written request to the Board for release from the terms of this Consent Agreement at least 30

1 days prior to the date they would like to have this matter appear before the Board. Respondent
2 may appear before the Board, either in person or telephonically. Respondent must provide
3 evidence that they have successfully satisfied all terms and conditions in this Consent
4 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
5 this Consent Agreement have been met and whether Respondent has adequately demonstrated
6 that they have addressed the issues contained in this Consent Agreement. In the event that the
7 Board determines that any or all terms and conditions of this Consent Agreement have not been
8 met, the Board may conduct such further proceedings as it determines are appropriate to
9 address those matters.


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

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

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

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

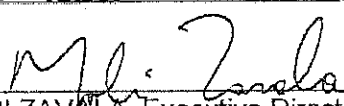
18 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

19 
20 Shannon E. McQuaid

10-9-18
Date

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

22 Dated this 10th day of October, 2018.

23
24 By: 
25 TOBIN ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

1 ORIGINAL of the foregoing filed
This 10th day of October, 2018 with:

2
3 Arizona Board of Behavioral Health Examiners
1740 West Adams Street, Suite 3600
4 Phoenix, AZ 85007

5 COPY of the foregoing mailed via Interagency Mail
This 10th day of October, 2018, to:

6 Marc Harris
7 Assistant Attorney General
2005 North Central Avenue
8 Phoenix, AZ 85004

9 COPY of the foregoing mailed via
Certified mail no. 9489009000270000239578
This 10th day of October, 2018, to:

10 Shannon E. McQuaid
11 Address of Record
12 Respondent
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