

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

3 **In the Matter of:**

4 **Jade M. Shelton, LASAC-15330,**
5 **Licensed Associate Substance Abuse**
6 **Counselor,**
7 **In the State of Arizona.**

8 **RESPONDENT**

CASE NO. 2022-0031
2022-0128

CONSENT AGREEMENT

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), Jade M. Shelton ("Respondent") and the Board enter into this Consent
13 Agreement, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final
14 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 between only Respondent and the Board for
9 the final disposition of this matter and may be used for purposes of determining sanctions in any
10 future disciplinary matter.

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13 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

18 7. Respondent acknowledges and agrees that the acceptance of this Consent
19 Agreement is solely to settle this Board matter and does not preclude the Board from instituting
20 other proceedings as may be appropriate now or in the future. Furthermore, and
21 notwithstanding any language in this Consent Agreement, this Consent Agreement does not
22 preclude in any way any other state agency or officer or political subdivision of this state from
23 instituting proceedings, investigating claims, or taking legal action as may be appropriate now or
24 in the future relating to this matter or other matters concerning Respondent, including but not
25 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that, other

1 than with respect to the Board, this Consent Agreement makes no representations, implied or
2 otherwise, about the views or intended actions of any other state agency or officer or political
3 subdivision of the state relating to this matter or other matters concerning Respondent.

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

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

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

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

14 **FINDINGS OF FACT**

15 1. Respondent is the holder of License No. LASAC-15330 for the practice of
16 substance abuse counseling in Arizona.

17 2. Since 11/19, Respondent has been licensed as a LASAC.

18 3. With the issuance of Respondent's LASAC license, she received a letter from
19 Board staff notifying her that as an associate level licensee, she must practice under direct
20 supervision pursuant to A.A.C. R4-6-210.

21 4. The noted statute indicates Respondent cannot engage in the independent
22 practice of behavioral health, but shall practice only under direct supervision as prescribed in
23 R4-6-211.

24 5. Respondent acknowledged owning and operating a private practice from
25 approximately 04/21 – 08/21.

1 6. Respondent had not been approved for or even applied for supervised private
2 practice in order to commence her private practice

3 7. Respondent represented the following in her investigative interview:

4 a. Respondent was talking to another therapist, and it was communicated to her
5 that associate licensees can open up a private practice as long as they are
6 supervised.

7 b. Respondent told her clinical supervisor she wanted to start a private practice,
8 and asked if she would supervise Respondent.

9 c. Respondent provided individual therapy services to individuals with a primary
10 diagnosis of substance abuse.

11 d. Respondent did not know she was not able to operate her own private
12 practice.

13 e. Respondent's private practice is not currently active.

14 8. Respondent did not review the Board's rules and statutes or do further research
15 before opening a private practice.

16 9. Respondent failed to supply clinical records of clients in her private practice, and
17 represented she kept clinical records through an electronic health records system, but has since
18 cancelled her subscription.

19 10. When she reached out to the electronic health records system company, she
20 was informed that they delete the records of inactive subscribers after 90 days.

21 11. Although the electronic health records system company was supposed to send
22 Respondent a copy of the clinical records, they failed to send them.

23 12. Respondent failed to keep a copy of the records herself, and she relied on an
24 electronic health records system to maintain copies without verifying their retention policy.

25 ...

- 1 13. Respondent represented the following regarding her client’s termination of
2 services:
- 3 a. Respondent’s clients terminated services with her, and they disappeared.
 - 4 b. Respondent tried to reach out to her clients, but noted it is hard to reach
5 people when they get back into active addiction.
 - 6 c. Respondent did not provide clients with referrals because she could not get in
7 contact with them, but she should have done that with one of the clients that
8 no longer wanted therapy.
 - 9 d. Although Respondent had email access to her clients, she did not provide
10 referrals or notification or termination of services to them.

11 **CONCLUSIONS OF LAW**

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

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

18 A.A.C. R4-6-210, Practice Limitations

19 A.A.C. R4-6-211, Direct Supervision: Supervised Work Experience:
20 General

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

22 **ORDER**

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

25 ...

1 shall be pre-approved by the Board Chair or designee. Upon completion, Respondent shall
2 submit a certificate of completion of the required continuing education.

3 7. In addition to the continuing education requirements of A.R.S. § 32-3273, within
4 12 months of the effective date of this Consent Agreement, Respondent shall complete the
5 Arizona Statutes/Regulations Tutorial. All required continuing education shall be pre-approved
6 by the Board Chair or designee. Upon completion, Respondent shall submit a certificate of
7 completion of the required continuing education.

8 **Clinical Supervision**

9 8. While on probation, Respondent shall submit to clinical supervision for 24 months
10 by a masters or higher level behavioral health professional licensed by the Arizona Board of
11 Behavioral Health Examiners at the independent level. Within 30 days of the date of this
12 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval
13 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
14 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
15 letter, the clinical supervisor must address why they should be approved, acknowledge that they
16 have reviewed the Consent Agreement and include the results of an initial assessment and a
17 supervision plan regarding the proposed supervision of Respondent. The letter from the
18 supervisor shall be submitted to the Board.

19 **Focus and Frequency of Clinical Supervision**

20 9. The focus of the supervision shall relate to documentation, professionalism,
21 behavioral health ethics, and Board statutes and rules. Respondent shall meet individually in
22 person with the supervisor for a minimum of one hour twice monthly for the first 12 months, and
23 the frequency for the remaining time will be at the recommendation of the clinical supervisor.

24 ...

25 ...

1 **Reports**

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

- 6 a. Dates of each clinical supervision session.
7 b. A comprehensive description of issues discussed during supervision
8 sessions.

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

12 12. After Respondent's probationary period, the supervisor shall submit a final
13 summary report for review and approval by the Board Chair or designee. The final report shall
14 also contain a recommendation as to whether the Respondent should be released from this
15 Consent Agreement.

16 **Change of Clinical Supervisor During Probation**

17 13. If, during the period of Respondent's probation, the clinical supervisor determines
18 that they cannot continue as the clinical supervisor, they shall notify the Board within 10 days of
19 the end of supervision and provide the Board with an interim final report. Respondent shall
20 advise the Board Chair or designee within 30 days of cessation of clinical supervision by the
21 approved clinical supervisor and provide the name of a new proposed clinical supervisor. The
22 proposed clinical supervisor shall provide the same documentation to the Board as was required
23 of the initial clinical supervisor.

24 ...

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

5 **Civil Penalty**

6 15. Subject to the provisions set forth in paragraph 16, the Board imposes a civil
7 penalty against the Respondent in the amount of \$1,000.00.

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

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

22 18. The Board reserves the right to take further disciplinary action against
23 Respondent for noncompliance with this Consent Agreement after affording Respondent notice
24 and an opportunity to be heard. If a complaint is filed against Respondent for failure to comply
25

1 with this Consent Agreement, the Board shall have continuing jurisdiction until the matter is final
2 and the period of probation shall be extended until the matter is final.

3 19. If Respondent currently sees clients in their own private practice, and obtains any
4 other type of behavioral health position, either as an employee or independent contractor, where
5 they provide behavioral health services to clients of another individual or agency, they shall
6 comply with requirements set forth in paragraphs 20 through 22 below.

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

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

25 ...

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

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

18 24. Prior to the release of Respondent from probation, Respondent must submit a
19 written request to the Board for release from the terms of this Consent Agreement at least 30
20 days prior to the date they would like to have this matter appear before the Board. Respondent
21 may appear before the Board, either in person or telephonically. Respondent must provide
22 evidence that they have successfully satisfied all terms and conditions in this Consent
23 Agreement. The Board has the sole discretion to determine whether all terms and conditions of
24 this Consent Agreement have been met and whether Respondent has adequately demonstrated
25 that they have addressed the issues contained in this Consent Agreement. In the event that the

1 Board determines that any or all terms and conditions of this Consent Agreement have not been
2 met, the Board may conduct such further proceedings as it determines are appropriate to
3 address those matters.

4 25. Respondent shall bear all costs relating to probation terms required in this
5 Consent Agreement.

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

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

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

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

13 Jade Shelton
14 Jade M. Shelton (Oct 19, 2022 18:13 PDT)

Oct 19, 2022

Jade M. Shelton

Date

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

16 By: Meli Zavala

Oct 24, 2022

17 TOBI ZAVALA, Executive Director
18 Arizona Board of Behavioral Health Examiners

Date

19 **ORIGINAL** of the foregoing filed Oct 24, 2022
20 with:

21 Arizona Board of Behavioral Health Examiners
22 1740 West Adams Street, Suite 3600
23 Phoenix, AZ 85007

24 **EXECUTED COPY** of the foregoing sent electronically Oct 24, 2022
25 to:

Mona Baskin
Assistant Attorney General
2005 North Central Avenue
Phoenix, AZ 85004

1 Jade M. Shelton
2 Address of Record
3 Respondent

3 Sara Stark
4 Chelle Law
5 5425 E. Bell Rd. Ste. 107
6 Scottsdale, AZ 85254
7 Attorney for Respondent

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