

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

2 **In the Matter of:**

3 **Tawny L. Bill, LAC-16427,**
4 **Licensed Associate Counselor,**
5 **In the State of Arizona.**

6 **RESPONDENT**

CASE NO. 2021-0003

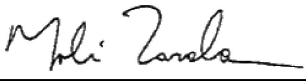
**RELEASE FROM NON-DISCIPLINARY
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and
8 conditions of the Non-Disciplinary Consent Agreement and Order dated January 21st, 2021.
9 After consideration, the Board voted to release Respondent from the terms and conditions of the
10 Non-Disciplinary Consent Agreement and Order dated January 21st, 2021.

11 **ORDER**

12 **GOOD CAUSE APPEARING, IT IS THEREFORE ORDERED THAT:**

13 Respondent is hereby released from all terms and conditions of the Non-Disciplinary
14 Consent Agreement and Order dated January 21st, 2021.

15 By: 

16 TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Oct 13, 2021

Date

17
18 **ORIGINAL** of the foregoing filed Oct 13, 2021
with:

19 Arizona Board of Behavioral Health Examiners
20 1740 West Adams Street, Suite 3600
Phoenix, AZ 85007

21 **EXECUTED COPY** of the foregoing sent electronically Oct 13, 2021
22 to:

23 Tawny L. Bill
Address of Record
24 Respondent

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

3 **In the Matter of:**

4 **Tawny L. Bill, LAC-16427,**
5 **Licensed Associate Counselor,**
6 **In the State of Arizona.**

7 **Respondent**

CASE NO. 2021-0003
NON-DISCIPLINARY 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(D)(3)
11 and 41-1092.07(F)(5), Tawny L. Bill ("Respondent") and the Board enter into this Non-
12 Disciplinary Consent Agreement, Findings of Fact, Conclusions of Law and Order ("Consent
13 Agreement") as a final 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

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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 shall constitute a public record that may be disseminated as a formal action of the
5 Board.

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 the 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. LAC-16427 for the practice of
15 counseling in the state of Arizona.

16 2. Between 01/20 – 06/20, Licensee worked at Agency as a full-time employee and
17 as a contracted employee.

18 3. Licensee acknowledges asking an African American client if she wanted
19 Complainant as her counselor because Complainant was African American.

20 a. When the client indicated she wanted Complainant as her therapist, Licensee
21 innocently asked if it was because Complainant was African American.

22 b. Licensee asked this client if she wanted to work with Complainant based on
23 her race.

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1 c. Licensee does not see this as “racial bias” but believes it can be considered
2 culturally insensitive and once brought to Licensee’s attention, she
3 understands how her statements were inappropriate.

4 d. After Complainant explained it to Licensee, Licensee apologized for making
5 the comment.

6 4. Additionally, Licensee acknowledged she told Complainant that she felt intimidated
7 by strong black women.

8 5. Licensee made the following representations regarding the remedial steps she has
9 taken and how she intends to handle similar situations:

10 a. This is a learning experience and Licensee will not ask such questions in the
11 future.

12 b. Licensee now sees how asking such a question is inappropriate and neither
13 of the racial comments were intended to be offensive or malicious.

14 c. Licensee now understands that it was insensitive and inappropriate to refer to
15 Complainant’s race when making the statement about feeling intimidated by
16 “strong black women.”

17 d. Licensee began reading various books or articles on racial topics, listening to
18 Podcasts, watching documentaries, and took some CEUs around racial
19 subjects.

20 e. If Licensee could take back these statements she would because she has
21 gained insight and now realizes how comments of that nature are
22 inappropriate.

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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. Pursuant to A.R.S. § 32-3281(D)(3), if the Board finds that Respondent's
6 conduct is not of sufficient seriousness to merit direct action against them, it may issue a
7 nondisciplinary order requiring Respondent to complete a prescribed number of hours of
8 continuing education in an area or areas prescribed by the Board to provide them with the
9 necessary understanding of current developments, skills, procedures or treatment.

10 **ORDER**

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

13 **Continuing Education**

14 1. In addition to the continuing education requirements of A.R.S. § 32-3273, within
15 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock
16 hours in cultural competency and diversity. All required continuing education shall be pre-
17 approved by the Board Chair or designee. Upon completion, Respondent shall submit a
18 certificate of completion of the required continuing education.

19 **Licensee Name**

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

23 **Early Release**

24 3. After completion of the required continuing education, Respondent may request
25 early release from this Consent Agreement.

1 **General Provisions**

2 4. Respondent must submit a written request to the Board for release from the
3 terms of this Consent Agreement at least 30 days prior to the date they would like to have this
4 matter presented before the Board. Respondent may appear before the Board, either in person
5 or telephonically. Respondent must provide evidence that they have successfully satisfied all
6 terms and conditions in this Consent Agreement. The Board has the sole discretion to
7 determine whether all terms and conditions of this Consent Agreement have been met and
8 whether Respondent has adequately demonstrated that they have addressed the issues
9 contained in this Consent Agreement. In the event that the Board determines that any or all
10 terms and conditions of this Consent Agreement have not been met, the Board may open up a
11 complaint which will be subject to the provisions of A.R.S. § 32-3281.

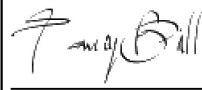
12 5. Respondent shall bear all costs relating to completion of all terms required in this
13 Consent Agreement.

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

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

17 8. This Consent Agreement is conclusive evidence of the matters described herein
18 and may be considered by the Board in determining appropriate sanctions in future cases.

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

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Tawny L. Bill


Dec 26, 2020

Date

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BOARD ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT

By: 

Jan 21, 2021

TOBI ZAVALA, Executive Director
Arizona Board of Behavioral Health Examiners

Date

ORIGINAL of the foregoing filed Jan 21, 2021
with:

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

EXECUTED COPY of the foregoing sent electronically Jan 21, 2021
to:

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

Tawny L. Bill
Address of Record
Respondent

Mandi J. Karvis
Wicker Smith O'hara McCoy & Ford PA
One N Central Ave Suite 885
Phoenix AZ 85004
Attorney for Respondent