

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

2 **In the Matter of:**

3 **Tina M. Johnson, LCSW-17813,**  
4 **Licensed Clinical Social Worker,**  
5 **In the State of Arizona.**

6 **RESPONDENT**

**CASE NO. 2021-0106**


**RELEASE FROM  
CONSENT AGREEMENT AND ORDER**

7 The Board received a request from Respondent to release them from the terms and  
8 conditions of the Consent Agreement and Order dated September 20<sup>th</sup>, 2021. After  
9 consideration, the Board voted to release Respondent from the terms and conditions of the  
10 Consent Agreement and Order dated September 20<sup>th</sup>, 2021.

11 **ORDER**

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

13 Respondent is hereby released from all terms and conditions of the Consent Agreement  
14 and Order dated September 20<sup>th</sup>, 2021.

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

Jul 12, 2022

Date

17  
18 **ORIGINAL** of the foregoing filed Jul 12, 2022  
19 with:

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

21 **EXECUTED COPY** of the foregoing sent electronically Jul 12, 2022  
22 to:

23 Tina M. Johnson  
Address of Record  
24 Respondent

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

3 **In the Matter of:**

4 **Tina M. Johnson, LCSW-17813,**  
5 **Licensed Clinical Social Worker,**  
6 **In the State of Arizona.**

7 **RESPONDENT**

**CASE NO. 2021-0106**  
**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), Tina M. Johnson (“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. LCSW-17813 for the practice of Social  
15 Work in the State of Arizona.

16 2. Since 2001, Respondent has been in a private practice setting in other states  
17 prior to relocating and obtaining her Arizona license in 05/19.

18 3. From 01/21 – 02/21, Respondent provided an adult male client (“Husband”) and  
19 an adult female client (“Wife”) couples counseling.

20 4. On 01/24/21 and 01/25/21 respectively, Wife and Husband individually  
21 completed a Partner-Global Assessment of Relationship Function Partner Questionnaire.

22 5. Husband and Wife signed separate informed consent documentation that  
23 indicated, “We cannot share information about you without your written consent.”

24 6. The questionnaires Husband and Wife each completed indicated the following:

25 a. “Do not discuss the questions or your answers with your partner.”

1 b. "Your answers will not be shown to anyone without your written permission."

2 7. Additionally, Respondent acknowledged the following to Board staff:

3 a. Respondent explained to Husband and Wife that what was discussed in their  
4 individual sessions was confidential.

5 b. The purpose of individual sessions was to share information they may not be  
6 comfortable sharing in front of their partner.

7 8. Despite these assurances of confidentiality, on 02/05/21, during a session with  
8 both Husband and Wife, Respondent verbally shared information from the questionnaires with  
9 both Husband and Wife.

10 9. Respondent represented the following during her investigative interview:

11 a. Respondent told Husband and Wife they would review the questionnaires  
12 during their next couple's session.

13 b. **NOTE:** This was not documented in the progress notes or anywhere else in  
14 Husband or Wife's clinical records.

15 c. Husband expressed in his individual session that he did not want to be in the  
16 marriage and did not want Wife to know he wanted to leave the marriage.

17 d. Respondent told Husband individual sessions were an opportunity for him to  
18 share information he may not be comfortable sharing with Wife.

19 e. Respondent did not share information from Husband's individual session, but  
20 rather shared information from the questionnaires.

21 f. The questionnaires stated the information would not be shown to anyone  
22 without written permission; however, Respondent did not show Husband or  
23 Wife each other's questionnaires, but rather shared the information out loud  
24 during the session.

25 ...

1 g. Reading each other's answers from the questionnaires is different than  
2 physically showing Husband and Wife copies of their completed  
3 questionnaires.

4 h. Respondent acknowledged verbally explaining that Husband and Wife's  
5 individual sessions were confidential and served the purpose of sharing  
6 information they may not be comfortable sharing with each other.

7 10. By conveying sensitive information about Husband and Wife without a written  
8 release of information, Respondent failed to preserve the confidentiality of the information  
9 shared by Husband and Wife

10 11. Board staff's review of Respondent's documentation revealed to following  
11 documentation deficiencies:

12 a. Husband and Wife signed separate informed consent documents which failed  
13 to include several required Board elements.

14 b. Husband and Wife's progress notes were missing Board requirements.

15 c. Husband and Wife's clinical record failed to include any Board requirements  
16 for telepractice.

17 d. A review of a treatment plan for a separate client failed to include all minimum  
18 Board requirements.

19 12. Respondent represented the following regarding her documentation:

20 a. Respondent completed all of the Board tutorials, but did not look at specific  
21 examples of documentation requirements of the Board.

22 b. Respondent acknowledged that her other client files would include the same  
23 deficiencies.

24 c. Respondent made generalizations that documentation standards in Arizona  
25 would be similar to documentation she has worked with her entire career.

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)(k), engaging in any conduct or practice that is contrary to  
7 recognized standards of ethics in the behavioral health profession or that constitutes a danger  
8 to the health, welfare or safety of a client, as it relates to the following section of the NASW  
9 Code of Ethics:

10 **1.07(f) Privacy and Confidentiality:**

11 When social workers provide counseling services to families, couples,  
12 or groups, social workers should seek agreement among the parties  
13 involved concerning each individual's right to confidentiality and  
14 obligation to preserve the confidentiality of information shared by  
15 others. This agreement should include consideration of whether  
16 confidential information may be exchanged in person or electronically,  
17 among clients or with others outside of formal counseling sessions.

18 Social workers should inform participants in family, couples, or group  
19 counseling that social workers cannot guarantee that all participants  
20 will honor such agreements.

21 3. The conduct and circumstances described in the Findings of Fact constitute a  
22 violation of A.R.S. § 32-3251(16)(p), failing to conform to minimum practice standards as  
23 developed by the board is it relates to:

24 A.A.C. R4-6-1101, Consent for Treatment

25 A.A.C. R4-6-1102, Treatment Plan

1 A.A.C. R4-6-1103, Client Record

2 A.A.C. R4-6-1106, Telepractice

3 **ORDER**

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

6 1. Respondent's license, LCSW-17813, will be placed on probation for 12 months,  
7 effective from the date of entry as signed below.

8 2. Respondent shall not practice under their license, LCSW-17813, unless they are  
9 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,  
10 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they  
11 shall immediately notify the Board in writing and shall not practice under their license until they  
12 submit a written request to the Board to re-commence compliance with this Consent Agreement.  
13 All such requests shall be pre-approved by the Board Chair or designee.

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

18 **Continuing Education**

19 4. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
20 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
21 hours of the NASW Staying Out of Trouble continuing education course or an equivalent course  
22 addressing current behavioral health documentation standards in Arizona. All required  
23 continuing education shall be pre-approved by the Board Chair or designee. Upon completion,  
24 Respondent shall submit a certificate of completion of the required continuing education.

25 ...



1 5. In addition to the continuing education requirements of A.R.S. § 32-3273, within  
2 12 months of the effective date of this Consent Agreement, Respondent shall complete 6 clock  
3 hours in couple's therapy, pre-approved by the Board Chair or designee. Upon completion,  
4 Respondent shall submit a certificate of completion of the required continuing education.

5 **Clinical Supervision**

6 6. While on probation, Respondent shall submit to clinical supervision for 6 months  
7 by a masters or higher level behavioral health professional licensed by the Arizona Board of  
8 Behavioral Health Examiners at the independent level. Within 30 days of the date of this  
9 Consent Agreement, Respondent shall submit the name of a clinical supervisor for pre-approval  
10 by the Board Chair or designee. Also, within 30 days of the date of this Consent Agreement, the  
11 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that  
12 letter, the clinical supervisor must address why they should be approved, acknowledge that they  
13 have reviewed the Consent Agreement and include the results of an initial assessment and a  
14 supervision plan regarding the proposed supervision of Respondent. The letter from the  
15 supervisor shall be submitted to the Board.

16 **Focus and Frequency of Clinical Supervision**

17 7. The focus of the supervision shall relate to documentation, Board rules and  
18 statutes, couples and family therapy, and an audit of the practice. Respondent shall meet  
19 individually in person with the supervisor for a minimum of one hour monthly if working fulltime.

20 **Reports**

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

25 ...

- a. Dates of each clinical supervision session.
- b. A comprehensive description of issues discussed during supervision sessions.
- c. The results of each clinical documentation review by the supervisor.

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

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

**Change of Clinical Supervisor During Probation**

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

**Early Release**

12. After 6 months and upon the supervisor's recommendation, Respondent may request early release from the Consent Agreement if all other terms of the Consent Agreement have been met.

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1 **GENERAL PROVISIONS**

2 **Provision of Clinical Supervision**

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

5 **Civil Penalty**

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

8 15. 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 16. 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 17. 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 18. 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 19 through 21 below.

7 19. 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 20. 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           21. 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           22. 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           23. 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 24. Respondent shall bear all costs relating to probation terms required in this  
5 Consent Agreement.

6 25. 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 26. This Consent Agreement shall be effective on the date of entry below.

9 27. 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  
13 **PROFESSIONAL ACCEPTS, SIGNS AND DATES THIS CONSENT AGREEMENT**

14 *Tina Johnson*  
15 Tina Johnson (Sep 19, 2021 16:48 PDT)  
16 Tina M. Johnson

Sep 19, 2021  
Date

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

18 By: *Tobi Zavala*  
19 TOBI ZAVALA, Executive Director  
Arizona Board of Behavioral Health Examiners

Sep 20, 2021  
Date

20  
21 **ORIGINAL** of the foregoing filed Sep 20, 2021  
with:

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

24 **EXECUTED COPY** of the foregoing sent electronically Sep 20, 2021  
25 to:

1 Mona Baskin  
Assistant Attorney General  
2 2005 North Central Avenue  
Phoenix, AZ 85004

3  
4 Tina M. Johnson  
Address of Record  
Respondent

5  
6 Michael J. Ryan  
Holden & Armer  
4505 E Chandler Blvd Suite 210  
7 Phoenix AZ 85048  
Attorney for Respondent

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