

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

3 **In the Matter of:**

4 **Joshua C. Johnson, LMSW-21952,**
5 **Licensed Master Social Worker,**
6 **In the State of Arizona.**

7 **RESPONDENT**

CASE NOS. 2023-0175
2023-0187

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), Joshua C. 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11 Consent Agreement, this Consent Agreement is withdrawn and shall be of no evidentiary value,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

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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 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-21952 for the practice of social
15 work in the State of Arizona.

16 1. In 03/23 and 04/23, the Board received complaints against Respondent alleging
17 he had a private practice that was not under supervision.

18 2. Private Practice's website indicated the following:

19 a. Respondent is an LMSW and founder, CEO, and therapist at Private
20 Practice.

21 b. Respondent has experience with teens, adults, couples, and families.

22 c. Respondent is a holistic counselor and does doula services.

23 d. Respondent uses CBT, mindfulness, psychoeducation, and a person-
24 centered, strength-based approach.

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- e. Respondent's specialties include trauma/PTSD, grief/loss, perinatal mental health, fertility issues, LGBTQA issues, and marriage and family issues.
- f. An advertisement for Culture University which makes itself available to promote small businesses by using its services during events to aid in exposure to the community.
- g. Private Practice offers individual counseling, marriage counseling, family counseling, doula services, case management, and community connection.
- h. By 2025, Private Practice will be serving California, Illinois, and New York and plans to develop community centers that help and enrich daily lives of the community, doula services, and mental health safe spaces such as coffee shops and gyms with personal certified trainers on site.

3. From 09/22 – 03/23, Private Practice's social media posts included the following

in part:

- a. A 09/18/22 post included a link to Private Practice's website for counseling services.
- b. A 10/02/22 post indicated Private Practice was there for mental health needs and was accepting new intakes.
- c. A 10/22/22 post indicated someone had won a free year of counseling services with Private Practice and Private Practice is proud to serve the community and Phoenix area.
- d. An 11/11/22 post indicated Private Practice provides individual and family counseling and specializes in US Military counseling.
- e. A 02/25/23 post indicated there was opening for therapy and life coaching.
- f. A 03/09/23 post indicated Respondent was a licensed therapist and had openings for therapy and life coaching.

1 4. Despite all of these advertisements clearly making it seem like Private Practice
2 was a fully active and operating psychotherapy practice, Respondent represents that neither
3 him nor Partner ever provided any psychotherapy services through Private Practice.

4 5. Respondent represents the only services ever provided through Private Practice
5 were coaching services even though they never anticipated providing coaching services through
6 Private Practice.

7 6. Respondent represents he came up with the idea to open a private practice one
8 day, so he created a website and began to advertise in order to put his name out in the
9 community.

10 7. Respondent reports that when he began advertising the counseling services
11 initially, he was working for Agency 1 and if clients reached out inquiring about therapy services,
12 those services would be provided through Agency 1 rather than Private Practice.

13 8. Respondent represented the following regarding the various advertisements for
14 different services Private Practice would offer:

- 15 a. Respondent would make clients aware that Private Practice was a non-active
16 practice.
- 17 b. The free year of therapy was only after Private Practice was a fully operating
18 agency with appropriate supervision.
- 19 c. Respondent had other opportunities to possibly spread services to other
20 states.
- 21 d. Respondent was advertising doula services because he hoped to have
22 someone work at Private Practice who could provide those services one day.
- 23 e. Respondent does not have any training or certification for doula services or
24 life coaching.

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1 f. The different modalities and populations he treated were advertised because
2 he would provide therapy through Agency 1 with those modalities and to
3 those populations.

4 g. Respondent can see how this appears misleading by advertising through
5 Private Practice's website and platforms when it was not in fact offering all of
6 these services.

7 9. Respondent's advertisements are deceptive and misleading for the following
8 reasons:

9 a. Respondent represents he was never offering psychotherapy services
10 through Private Practice, yet all of the advertisements for several months
11 indicate Private Practice was an active psychotherapy practice offering
12 intakes and counseling services.

13 b. Private Practice was not offering doula services because Private Practice did
14 not have anyone certified to provide such services.

15 c. Respondent advertised Culture University but in Board staff's investigative
16 interview, he represented that nothing ever transpired with Culture University.

17 d. Private Practice's website indicated Respondent accepted insurance when in
18 fact he was not able to accept insurance being an associate level licensee.

19 e. Respondent advertised free counseling for a year but during Board staff's
20 investigation stated that it would not have gone into effect until Private
21 Practice was fully operating.

22 f. Respondent in turn offered coaching services to a handful of clients but
23 coaching was never advertised as a service offered by Private Practice
24 through the website.

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1 10. Respondent never consulted with one of supervisors that he worked under while
2 he was developing Private Practice’s website and social medias.

3 11. From 10/22 – 02/23, Respondent was employed as a therapist at Agency 1
4 where he provided direct behavioral health services to clients BN, DF, HD, HH, and JGP.

5 12. On 03/02/23, Respondent provided a coaching session to BN at Private Practice.

6 13. From 03/02/23 – 03/22/23, Respondent provided two coaching sessions to DF at
7 Private Practice.

8 14. On 03/01/23, Respondent provided a coaching session to HD at Private Practice.

9 15. From 03/02/23 – 03/22/23, Respondent provided two coaching sessions to HH at
10 Private Practice.

11 16. From 02/27/23 – 03/27/23, Respondent provided three coaching sessions to JGP
12 at Private Practice.

13 17. Since 03/23, Respondent has been employed with Agency 2 as a therapist.

14 18. Within one month of providing these coaching services, Respondent then
15 transitioned BN, DF, and JGP to therapy services at Agency 2.

16 19. Respondent failed to document anywhere in the five clients’ clinical records at
17 Agency 1 that coaching was a recommended service for continuity of care upon discharge.

18 20. At the onset of the coaching services, Respondent also failed to document his
19 prior therapeutic relationship with each client, the rationale for transitioning them to coaching,
20 and how there was no conflict of interest.

21 21. Additionally, License failed to document anywhere in any of the clients’ clinical
22 record at Agency 2 his prior therapy and coaching relationship with each client.

23 22. Respondent engaged in multiple roles with clients by acting as their therapist,
24 then life coach, then therapist again without clear boundaries and rationales being documented.

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1 23. Respondent also anticipated one day offering various services to clients once he
2 began operating Private Practice such as doula services and other community-based services
3 through Culture University, showing Respondent's lack of insight and understanding of dual
4 roles with clients.

5 24. Since 03/23, Respondent has been employed with Agency 2 as a therapist.

6 25. Within one month of providing these coaching services, Respondent then
7 transitioned BN, DF, and JGP to therapy services at Agency 2.

8 26. Despite Respondent documenting at the onset of coaching services that the
9 services would be non-clinical and non-diagnostic, the focus of the therapy at Agency 1 and
10 Agency 2, were the exact same as the focus of the coaching services.

11 27. It appears Respondent was using coaching as a way to circumvent the system to
12 provide therapy services under the guise of a life coach since life coaching is a service not
13 regulated by Board rules or laws.

14 28. Respondent also represented that the intention was to offer coaching temporarily
15 until he began working at a new group practice as a therapist, showing that Respondent was
16 fully aware the clients he took on as coaching clients in fact needed therapy services.

17 29. It appears these clients needed the higher therapeutic level of care the entire
18 time Respondent was providing therapy and coaching services to them.

19 30. Respondent's consents for coaching discussed confidentiality when coaching
20 services do not have any laws around confidentiality, and he lists his licensure within the
21 consents when coaching does not require licensure.

22 31. Respondent represents he does not have any formal training in coaching
23 services and simply did his own research on coaching before beginning coaching services with
24 the five clients.

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1 32. Private Practice’s website also never listed coaching as a service Respondent
2 offered, and it only listed therapy and counseling services.

3 33. Upon review of Private Practice’s website and social medias, Respondent was
4 clearly advertising as if Private Practice was an active and operating psychotherapy practice
5 based on the numerous postings and advertisements beginning as early as 09/18/22 indicating
6 Private Practice was offering intakes for counseling services.

7 34. Furthermore, Private Practice’s website indicated Respondent offered various
8 types of counseling services and listed his areas of specialty which did not include coaching.

9 35. Respondent was not aware of the Board’s Supervised Private Practice program
10 which requires pre-approval from the Board if an associate level licensee wants to open their
11 own private practice.

12 36. Respondent was under the impression he just needed a clinical supervisor,
13 showing Respondent’s lack of knowledge of Board rules.

14 37. Immediately after graduating and obtaining temporary licensure, Respondent
15 begins to market himself without fully understanding Board rules and regulations.

16 **CONCLUSIONS OF LAW**

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

20 2. The conduct and circumstances described in the Findings of Fact constitute a
21 violation of A.R.S. § 32-3251(16)(k), engaging in any conduct or practice that is contrary to
22 recognized standards of ethics in the behavioral health profession or that constitutes a danger
23 to the health, welfare or safety of a client, as it relates to the NASW Code of Ethics:

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

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

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

12 5. Pending the Board's review, Respondent's license shall be reported as
13 suspended - under review. Respondent may not work in any capacity as a licensed behavioral
14 health professional pending the Board's review. The Board's decision and Order shall not be
15 subject to further review.

16 6. Respondent's license, LMSW-21952, will be placed on probation for 24 months,
17 effective from the date of entry as signed below.

18 7. Respondent shall not practice under their license, LMSW-21952, unless they are
19 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
20 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
21 shall immediately notify the Board in writing and shall not practice under their license until they
22 submit a written request to the Board to re-commence compliance with this Consent
23 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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1 by the Board Chair or designee. Also within 30 days of the date of this Consent Agreement, the
2 clinical supervisor shall submit a letter disclosing their prior relationship to Respondent. In that
3 letter, the clinical supervisor must address why they should be approved, acknowledge that they
4 have reviewed the Consent Agreement and include the results of an initial assessment and a
5 supervision plan regarding the proposed supervision of Respondent. The letter from the
6 supervisor shall be submitted to the Board.

7 **Focus and Frequency of Clinical Supervision**

8 13. The focus of the supervision shall relate to boundaries, Arizona documentation,
9 conflict of interest, professionalism, marketing, termination of services and Arizona statutes and
10 rules. Respondent shall meet individually with the supervisor for a minimum of one hour weekly.

11 **Reports**

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

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

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

23 17. After Respondent's probationary period, the supervisor shall submit a final
24 summary report for review and approval by the Board Chair or designee. The final report shall

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1 also contain a recommendation as to whether the Respondent should be released from this
2 Consent Agreement.

3 **Change of Clinical Supervisor During Probation**

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

11 **GENERAL PROVISIONS**

12 **Provision of Clinical Supervision**

13 19. Respondent shall not provide clinical supervision to associate level licensees
14 accruing and submitting hours towards independent licensure while subject to this Consent
15 Agreement.

16 **Civil Penalty**

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

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

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

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

13 24. If Respondent currently sees clients in their own private practice, and obtains any
14 other type of behavioral health position, either as an employee or independent contractor, where
15 they provide behavioral health services to clients of another individual or agency, they shall
16 comply with requirements set forth in paragraphs 25 through 27 below.

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

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

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

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

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

15 30. Respondent shall bear all costs relating to probation terms required in this
16 Consent Agreement.

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

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


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

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

2 
3 Joshua Johnson (Dec 31, 2023 07:29 MST)
4 _____
5 Joshua C. Johnson

6 Dec 31, 2023
7 _____
8 Date

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

10 By: 
11 _____
12 TOBÍ ZAVALA, Executive Director
13 Arizona Board of Behavioral Health Examiners

14 Dec 31, 2023
15 _____
16 Date

17 **ORIGINAL** of the foregoing filed Dec 31, 2023
18 with: _____

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

22 **EXECUTED COPY** of the foregoing sent electronically Dec 31, 2023
23 to: _____

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

Joshua C. Johnson
Address of Record
Respondent










Johnson Consent Agreement

Final Audit Report

2023-12-31

Created:	2023-12-30
By:	Jarret Carver (jarett.carver@azbbhe.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3QrW4jITBJWNU96-kaVDxX1rqkVgBqQq

"Johnson Consent Agreement" History

-  Document created by Jarret Carver (jarett.carver@azbbhe.us)
2023-12-30 - 6:25:18 PM GMT- IP address: 165.225.58.248
-  Document emailed to jcjohnsonprofessional@gmail.com for signature
2023-12-30 - 6:29:33 PM GMT
-  Email viewed by jcjohnsonprofessional@gmail.com
2023-12-30 - 6:38:32 PM GMT- IP address: 104.28.111.173
-  Signer jcjohnsonprofessional@gmail.com entered name at signing as Joshua Johnson
2023-12-31 - 2:29:41 PM GMT- IP address: 98.168.61.153
-  Document e-signed by Joshua Johnson (jcjohnsonprofessional@gmail.com)
Signature Date: 2023-12-31 - 2:29:43 PM GMT - Time Source: server- IP address: 98.168.61.153
-  Document emailed to Tobi Zavala (tobi.zavala@azbbhe.us) for approval
2023-12-31 - 2:29:45 PM GMT
-  Email viewed by Tobi Zavala (tobi.zavala@azbbhe.us)
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-  Document approved by Tobi Zavala (tobi.zavala@azbbhe.us)
Approval Date: 2023-12-31 - 2:34:59 PM GMT - Time Source: server- IP address: 174.247.160.13
-  Agreement completed.
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