

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

2 **In the Matter of:**

3 **Michael W. Klinkner, LCSW-10820,**
4 **Licensed Clinical Social Worker,**
5 **In the State of Arizona.**

CASE NOS. 2024-0304
2024-0334

6 **RESPONDENT**


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 9th, 2024. After
9 consideration, the Board voted to release Respondent from the terms and conditions of the
10 Consent Agreement and Order dated September 9th, 2024.

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 and
14 Order dated September 9th, 2024.

15 By: 
Tobi Zavala (Nov 4, 2024 07:59 MST)
16 **TOBI ZAVALA, Executive Director**
Arizona Board of Behavioral Health Examiners

Nov 4, 2024

Date

17
18 **ORIGINAL** of the foregoing filed **Nov 4, 2024**
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 **Nov 4, 2024**
to:

23 Michael W. Klinkner
24 Address of Record
25 Respondent

1 Sara Stark
Chelle Law
2 5425 E. Bell Rd, Ste 107
Scottsdale, AZ 85254

3 Attorney for Respondent

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7 **RESPONDENT**

CASE NOS. 2024-0304
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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), Michael W. Klinkner (“Respondent”) and the Board enter into this
12 Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as
13 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 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-10820 for the practice of social
15 work in the State of Arizona.

16 ***Complaint 2024-0304***

17 2. From 01/22 – 03/24, Respondent was employed at Agency as the Clinical
18 Director and part of his role at Agency was to supervise clinicians including master level interns
19 providing psychotherapy services through their master’s program.

20 3. On 09/09/23, Applicant submitted his LAC application with the Board and
21 indicated he had been employed as a life coach with Agency since 08/19/23.

22 4. While Applicant was an intern with Agency, he provided therapy services to at
23 least 25 clients and once he transitioned to being a life coach, he transitioned 9 of those 25
24 clients to life coaching services.

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1 5. Per a list from Applicant's clients at Agency, in total, he provided coaching
2 services to at least 16 clients.

3 6. An 08/19/23 statement from Owner included the following:

4 a. From 06/23/23 to 08/19/23, Applicant was a clinical intern with Agency and
5 was providing clinical services in that role.

6 b. While working as an intern for Agency, Applicant was clinically supervised by
7 Respondent.

8 c. Respondent has remained in the role of Applicant's direct supervisor and had
9 oversight and responsibility of assisting Applicant's transition from intern to
10 life coach.

11 7. An 08/24/23 supervision agreement signed by Applicant and Respondent
12 included the following:

13 a. Coach is a masters level life coach who required supervision provided by a
14 supervisor.

15 b. Responsibilities of the supervisor will meet requirements of A.A.C. R4-6-
16 211(B)(1) and maintain documentation of coaching session for at least 7
17 years.

18 c. Responsibilities of the coach include verifying that the supervisor has been
19 approved by the Board and prepare for supervision using case materials
20 related to the coach's counseling practice.

21 d. Coach will cease practicing within 60 days of the agreement termination
22 dated until such time as a subsequent agreement is provided to the Board
23 and approved.

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1 8. At its 04/12/24 Board meeting, the Board members voted to open a complaint
2 against Applicant and grant Applicant a license with a non-disciplinary resolution based on
3 Applicant's apparent unlicensed practice when he transitioned from intern therapist to life coach.

4 9. The Board members also voted to open a complaint against Respondent since
5 Respondent supervised Applicant within his internship while he was practicing as an intern
6 therapist, and the subsequent transition to life coach.

7 10. Respondent represented the following during Board staff's investigation:

8 a. Respondent conducted research and could not find guidelines against
9 transitioning from therapist to life coach.

10 b. Respondent found it appropriate to transition to coaching as long as clients
11 had knowledge and gave consent to the difference in ongoing care with a life
12 coach.

13 c. The idea of transitioning interns to life coaches came from both Owner and
14 Respondent as a way for clients to continue seeing their provider instead of
15 stopping or switching providers.

16 d. Respondent reviewed with interns the difference between coaching and
17 psychotherapy.

18 e. Respondent could not find anything about coaches within the Board's rules or
19 statutes and was never explicitly told transitioning from intern therapy to
20 coach was permitted.

21 f. There were roughly 5 interns that transitioned to life coaches at Agency and
22 Respondent supervised them to ensure they were not providing clinical
23 services.

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1 g. The transition from intern to life coach was not done to circumvent the system
2 or done to be deceptive, and once Agency became aware this was a possible
3 concern it was discontinued.

4 11. Despite Respondent representing that he was clear with interns on how life
5 coaching was different, it appears Applicant did not transition as easily based on supervision
6 notes indicating that Applicant was still using clinical language months after his transition to life
7 coach.

8 12. It is unclear why Respondent would have Applicant sign a supervision agreement
9 citing Board rules around supervision if Applicant was not providing psychotherapy services.

10 13. Applicant was attending group supervision sessions with associate level
11 Respondents, again making it unclear why a life coach would be attending clinical supervision
12 sessions when there is no requirement.

13 14. Practically overnight, Respondent was transitioning intern therapists to life
14 coaches and expected them to immediately cease all clinical interventions and simply act as a
15 life coach.

16 ***Complaint 2024-0334***

17 15. On 05/06/24, the Board received a complaint alleging that Respondent had been
18 practicing without a license since it expired on 02/28/24.

19 16. Upon review, Respondent's LCSW license in fact expired on 02/28/24.

20 17. On 05/13/24, Respondent submitted his LCSW renewal application and his
21 renewal application was approved on 05/17/24.

22 18. Respondent represented the following:

23 a. When reviewing Board rules, Respondent was under the impression there
24 was a 90-day grace period where he could continue utilizing his license as
25 long as he submitted his renewal application within 90 days of expiration.

1 b. Respondent emphasizes it was a misunderstanding of Board rules and
2 statutes.

3 19. Respondent previously engaged in similar conduct where he continued to
4 provide behavioral health services and clinical supervision from 02/28/22 to 04/22/22 with an
5 expired license, and again believed he had 90 days to renew his license.

6 **CONCLUSIONS OF LAW**

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

10 2. The conduct and circumstances described in the Findings of Fact constitute a
11 violation of A.R.S. § 32-3251(16)(n), failing to comply with or violating, attempting to violate or
12 assisting in or abetting the violation of any provision of this chapter, any rule adopted pursuant
13 to this chapter, any lawful order of the board, or any formal order, consent agreement, term of
14 probation or stipulated agreement issued under this chapter, as it relates to:

15 A.R.S. § 32-3286. Unlawful practice; unlawful use of title; violation; classification;
16 civil penalty; exception

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

20 A.R.S. § 32-3286, Unlawful practice; unlawful use of title; violation; classification;
21 civil penalty; exception

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:

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1 1. Respondent's license, LCSW-10820, will be placed on probation for 12 months,
2 effective from the date of entry as signed below.

3 2. Respondent shall not practice under their license, LCSW-10820, unless they are
4 fully compliant with all terms and conditions in this Consent Agreement. If, for any reason,
5 Respondent is unable to comply with the terms and conditions of this Consent Agreement, they
6 shall immediately notify the Board in writing and shall not practice under their license until they
7 submit a written request to the Board to re-commence compliance with this Consent
8 Agreement. All such requests shall be pre-approved by the Board Chair or designee.

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

13 **Continuing Education**

14 4. 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 of continuing education addressing Arizona clinical supervision. All required continuing
17 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
18 shall submit a certificate of completion of the required continuing education.

19 5. 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 3 clock
21 hours of continuing education addressing behavioral health ethics. All required continuing
22 education shall be pre-approved by the Board Chair or designee. Upon completion, Respondent
23 shall submit a certificate of completion of the required continuing education.

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1 **Early Release**

2 6. After completion of the continuing education requirements set forth in this
3 Consent Agreement, Respondent may request early release from the Consent Agreement if all
4 other terms of the Consent Agreement have been met.

5 **GENERAL PROVISIONS**

6 **Provision of Clinical Supervision**

7 7. Respondent shall not provide clinical supervision to associate level licensees
8 accruing and submitting hours towards independent licensure while subject to this Consent
9 Agreement.

10 **Civil Penalty**

11 8. Subject to the provisions set forth in paragraph 9, the Board imposes a civil
12 penalty against the Respondent in the amount of \$1,000.00.

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

20 10. Within 10 days of being notified of the lifting of the stay, Respondent may request
21 that the matter be reviewed by the Board for the limited purpose of determining whether the
22 automatic lifting of the stay was supported by clear and convincing evidence. If the Board
23 receives the written request within 10 days or less of the next regularly scheduled Board
24 meeting, the request will not be heard at that meeting, but will be heard at the next regularly

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1 scheduled Board meeting. The Board's decision on this matter shall not be subject to further
2 review.

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

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

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

20 14. If Respondent is not employed as of the effective date of this Order, within 10
21 days of accepting employment in a position where Respondent provides any type of behavioral
22 health related services or in a setting where any type of behavioral health, health care, or social
23 services are provided, Respondent shall provide the Board Chair or designee with a written
24 statement providing the contact information of their new employer and a signed statement from

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

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

20 16. 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 17. Prior to the release of Respondent from probation, Respondent must submit a
24 written request to the Board for release from the terms of this Consent Agreement at least 30

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

12 19. 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 20. This Consent Agreement shall be effective on the date of entry below.

15 21. 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 *Michael Klinkner* Aug 28, 2024
20 Michael Klinkner (Aug 28, 2024 15:12 PDT) _____
Michael W. Klinkner Date

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

22 By: *Mpli Zavala* Sep 9, 2024
23 _____
24 TOBI ZAVALA, Executive Director Date
25 Arizona Board of Behavioral Health Examiners

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with:

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

5 **EXECUTED COPY** of the foregoing sent electronically Sep 9, 2024
to:

6 Mona Baskin
7 Assistant Attorney General
8 2005 North Central Avenue
Phoenix, AZ 85004

9 Michael W. Klinkner
10 Address of Record
Respondent

11 Sara Stark
12 Chelle Law
13 5425 E. Bell Rd, Ste 107
14 Scottsdale, AZ 85254
15 Attorney for Respondent

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